



CITY COUNCIL REGULAR AGENDA

Tuesday, July 11, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 11, 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 | Moore |
|--------------------------|-------|

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 - To Consider Annexation of Property
Located in LT 1, BK 1, Mid Tex Cornell Corrections Prison
Located at 1801 West I-20, 025 026 027 028.01 BLK/TRACT
1 11.06 ACRES, BIG SPRING, HOWARD COUNTY, TEXAS | | Hagen |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 609 N GOLIAD
ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION:
SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE
65X130 625 0.194 ACRES - OWNER: ESTATE OF JUAN
AND AGNES MORELION | 7-66 | Hagen |
| 7. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1513 E 17TH
ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION:
E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ
021700 BLK/TRACT 4 0.172 ACRES- OWNER: CHRISTINE
BAKER | 67-
121 | Hagen |
| 8. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 902 E 14TH
ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION:
LT 2 BK 36 COLE & STRAYHORN 50X140 509 BLK/TRACT
36 0.161 ACRES ACQ 03202017- OWNER: DIONNE
PLEDGER AND CASEY W. PLEDGER | 122-
151 | Hagen |
| 9. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 2712 LYNN
ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION:
LT 13 BK 10 KENTWOOD 71X130 276 0.206 ACRES ACQ
05142021- OWNER: DOUGLAS CARSON, JEFFREY
CARSON, KELLY RALSTON AND JAMES CARSON. | 152-
206 | Hagen |

City Manager's Report

- | | | |
|--|-------------|--------|
| 10. City Manager's report on the following items: | 207-
209 | Darden |
| <ul style="list-style-type: none">• Large Item Pickup, District 1-July 19, 2023• E-Waste Recycling Day-July 15, 2023• TML Region IV Meeting-Friday, July 21, 2023• City Employee's & Family Night at the Aquatic Center
July 24th-5-8 | | |

- Update on DRCC Fire
- Update on I-20 Property Clean Up
- Update on the Splash Pad

Consent Items

- | | | |
|---|---------|--------|
| 11. Approval of the City Council Minutes of the Regular Meeting of June 27, 2023. | 210-216 | Davis |
| 12. Final Reading of an Ordinance Granting to Atmos Energy Corporation (A Texas and Virginia Corporation, with its Principal Office in the City of Dallas, Dallas County, Texas) the Franchise and Rights to Conduct in Such City the Business of Acquiring, Maintaining, Constructing, Laying, Repairing, Removing, Replacing, Installing, Operating, and Disposing of a Gas System for the Sale, Transportation, and Distribution of Natural Gas Within the Municipal Boundaries of the City and to the Residents and Businesses Located Therein for Light, Heat, Power and any Other Purposes and the Right to Use the Present and Future Streets, Roads, Highways, Alleys, Public Ways, and Real Property in Such City and Owned or Controlled by Such City for Such Purposes; Prescribing the Terms and Conditions to Which Such Franchise and Rights are Subject; Prescribing the Term of Such Franchise and Rights; Providing for Repeal of Conflicting Ordinances; Providing for a Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date | 217-227 | Medina |

Vouchers

- | | | |
|---------------------------|-----------------|----------|
| 13. Vouchers for 06/29/23 | \$ 1,026,790.01 | M. Smith |
| Drafts | \$ 593,239.68 | |
| 14. Vouchers for 07/06/23 | \$ 352,207.78 | Ornelas |

New Business

- | | | |
|---|-----|---------------------|
| 15. Recognition and Presentation of a Letter of Commendation/Police Life Saving Achievement Award to Corporal Ronald Warembourg | 228 | Darden/
Williams |
| 16. Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney | | Hagen |

- | | | | |
|-----|--|-------------|----------|
| 17. | First 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 were Discussed were Open to the Public as Required by Law; and Providing for an Effective Date | 229-
233 | Darden |
| 18. | 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 Continued Funding of the Fire Department Employees that were Funded Through the Safer Grant; Providing for Severability; Providing for Publicaiton; and Providing an Effective Date | 234-
236 | S. Smith |
| 19. | First Reading of a Resolution Supporting the Planning and Construction of the Future Interstate Highway 27 in Texas; Providing for Severability; and Providing an Effective Date | 237-
238 | McDonald |
| 20. | First Reading of a Resolution Renewing the Infill Development Incentive Program Designed to Facilitate Private Investment Toward the Construction of Single-Family Housing Within the City Limits of Big Spring and Therefore Encourage Economic Development that Benefits the Health, Safety, and Welfare of the Big Spring Community; Finding and Determining that the Meeting at Which the Resolution were Discussed were Open to the Public as Required by Law; Providing for Repeal of Conflicting Resolutions; and Providing an Effective Date | 239-
244 | Bowles |
| 21. | First Reading of a Resolution Authorizing the City Manager to Initiate Annexation of Property Owned by the City of Big Spring to be Annexed into the City Limits; Said Property Being Described as Approximately 11.06 Acres in Lt 1, Block 1, Mid Tex Cornell Corrections Prison, Also Known as 1801 West I-20, in Big Spring, Howard County, Texas, Adjacent to the City of Big Spring, Texas City Limits and Approving a Service Plan Agreement for Such Area; and Providing an Effective Date | 245-
255 | Darden |

- | | | |
|---|---------|----------|
| 22. Consideration and Possible Action on a Safekeeping Account Agreement with US Bank and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 256-283 | S. Smith |
| 23. Consideration and Possible Action on an Administrative Services Agreement with South Plains Association of Governments (SPAG) and Authorizing the Mayor to Execute any Necessary Documents | 284-293 | Medina |
| 24. Consideration and Possible Action on an Agreement for Engineering Services with Jacob Martin, LLC for SCADA System Improvements and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 294-307 | Bowles |
| 25. Consideration and Possible Action on an Agreement for Engineering Services with Jacob Martin, LLC for the 2023 Tank Cleaning and Rehabilitation and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 308-321 | Bowles |
| 26. Consideration and Possible Action on an Agreement with Jacob Martin, LLC for the Airpark Water & Sewer Improvements and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 322-335 | Bowles |
| 27. Consideration and Possible Action for a Change Order Regarding the 2022-23 Seal Coating Project for Adding 5th Street from Birdwell Street to Circle Street and Adding Street Striping for a Total Additional Amount of \$94,699.00 and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 336-338 | Medina |

Council Input

- | | |
|--------------------|-------|
| 28. Input | Moore |
| 29. 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, July 7, 2023 at 5:00 p.m.** in accordance with Title

5, Texas Government Code and Chapter 551.

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


Tami L. Davis, City Secretary

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

609 N Goliad Street

Code Compliance Official: Kaleb Smith

Exhibit C-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF KALEB SMITH
CONCERNING 609 North Goliad 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 **609 North Goliad 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 6th day of July, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023 by the above referenced Affiant.



Notary Public, State of Texas

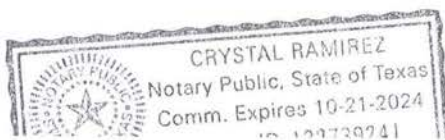


Exhibit C-2

Property Details

Account		
Property ID:	294376	Geographic ID: 51442026100
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	609 N GOLIAD	
Map ID:		Mapsco:
Legal Description:	SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE 65X130 625 0.194 ACRES	
Abstract/Subdivision:		
Neighborhood:	NTSD	
Owner ?		
Owner ID:	420480	
Name:	MORELION JUAN MORELION AGNES	
Agent:		
Mailing Address:	609 N GOLIAD BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$43,518 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$2,860 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$46,378 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$46,378 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$46,378
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: MORELION JUAN MORELION AGNES %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$46,378	\$46,378	\$110.80	
02B	CITY OF BIG SPRING	0.673163	\$46,378	\$46,378	\$312.20	
03B	BIG SPRING ISD	0.930900	\$46,378	\$46,378	\$431.73	
052	HOWARD COLLEGE	0.168395	\$46,378	\$46,378	\$78.10	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$932.83

Estimated Taxes Without Exemptions: \$932.83

STATE OF TEXAS

§

§

COUNTY OF HOWARD

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CERTIFICATION
609 North Goliad 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.”

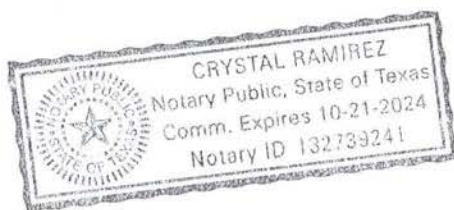
SIGNED on the 6th day of July, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023

by the above referenced Affiant.





Notary Public, State of Texas

Exhibit C-3

06-02-2023 11:42 AM
TASK #: 115148
TASK CODE: INSPECT SUBSTANDARD
PROPERTY: 609 N GOLIAD ST

TASK NOTES REPORT

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 115148 - INSPECT SUBSTANDARD - 4/04/2023
4/4/23 Sent notice of violation to property owners Juan & Agnes Morelion.
Main structure needs repaired around the windows. The roof also needs
repaired. The accessory building has holes in the walls, a window with no
glass, and the roof appears to be sagging down. Can see the rafters
sagging from the road.
5/5/23 Inspected property and found that nothing had been done. Turning
case into legal department for abatement. Rear structure needs to be
demolished. Main structure should be ok with repairs.
6/1/23 Upon getting complaint request ready, I found that both property
owners are deceased.

06-02-2023 11:41 AM

TASK NOTES REPORT

TASK #: 115135
TASK CODE: INSPECT ACCUMULATED
PROPERTY: 609 N GOLIAD ST

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 115135 - INSPECT ACCUMULATED - 4/04/2023
4/4/23 Inspected property and found an accumulation of items including a dead tree, tree trimmings, scrap construction materials, and trash. Sent notice of violation to property owners Juan & Agnes Morelion.
5/5/23 Inspected proeprty and found no changes to be made. Turning case over to legal for abatement.
6/1/23 Found out that both owners are deceased.

Task #: 115136 - ACCUMULATED ITEMS - 4/04/2023

06-02-2023 11:41 AM
TASK #: 115139
TASK CODE: INSPECT RODENT CONT
PROPERTY: 609 N GOLIAD ST

TASK NOTES REPORT

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 115139 - INSPECT - 4/04/2023
4/4/23 Found an accumulation of items that can provide harborage and/or food to rodents and other vermin. Sent notice of violation to property owners Juan & Agnes Morelion.
5/5/23 Inspected proeprty and found no change. Turning case over to legal for abatement.
6/1/23 Found out that both property owners are deceased.

Task #: 115140 - RODENT CONTROL - 4/04/2023

06-02-2023 11:42 AM

TASK NOTES REPORT

TASK #: 115143

TASK CODE: INSPECT WEEDL LOT

PROPERTY: 609 N GOLIAD ST

ORIG. DATE:

DUE DATE:

NOTES

Incident Notes:

Task #: 115143 - INSPECT WEEDL LOT - 4/04/2023

4/4/23 Upon inspection, found the property to be overgrown with grass and weeds. Sent notice of violation to property owners Juan & Agnes Morelion.

5/5/23 Inspected property and found there to be no changes made. Sending case to legal department for abatement.

6/1/23 Found property to owners to be deceased.

Task #: 115144 - WEEDY LOT LTR - 4/04/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY KALEB SMITH**

“With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On March 27, 2023 and May 5th, 2023, I inspected the property described as:

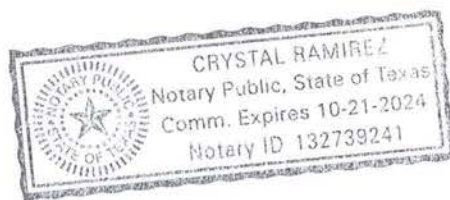
SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE 65X130 625 0.194
ACRES Big Spring, Howard County, Texas, also known as **609 North Goliad
Street**, Big Spring, Texas.

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

SIGNED on the 6th day of July, 2023.

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023
by the above referenced Affiant.



[Signature]
Notary Public, State of Texas

Exhibit C-4





2023. 3. 27 9:02





2023. 3. 27 9:03



2023. 3. 27 9:03







2023. 5. 5 9:03



2023. 5. 5. 9:03



2023. 5. 5 9:03





2023. 5. 5 9:03









2023. 5. 5 9:04







2023. 5. 5 9:05



Exhibit C-7



INCIDENT

Incident Number 200103-125806-BSFD	Incident Date 01/03/2020	NFIRS Number 0000013	Incident Type (111) - Building fire	
FDID KW601	Station Station 4	Shift B-Shift	District District 4	
Initial Dispatch Code 				
Alarms 	Working Fire? 	COVID-19 was a factor 	Critical Incident 	Critical Incident Team
Temporary Resident Involvement 				
Hazardous Materials Released 				
Action Taken 1 (11) - Extinguishment by fire service personnel				
Action Taken 2 (12) - Salvage & overhaul				

AID

Aid Given/Received
(N) - None

LOCATION

Location Type (1) - Street address			
Address 609 Northeast Goliad, Big Spring, Texas, 79720			
Cross Street, USNG, or Directions 	Latitude 	Longitude 	Census Tract
Detector Alerted Occupant 			
Property Use (419) - 1 or 2 family dwelling	Mixed Use 		

TIMES

PSAP Received 	Dispatch Notified Time 	Alarm Time 15:22:00, 01/03/2020
Arrival Time 15:24:00, 01/03/2020	Water on Fire Time 15:26:00, 01/03/2020	At Patient Time

 TIMES

Loss Stop Time

Controlled Time

Last Unit Cleared Time

15:40:00, 01/03/2020

16:36:00, 01/03/2020

Total On Scene Time

Total Incident Time

1 hrs 12 mins 0 sec

 COUNTS

Counts Include Aid Received?

No

Suppression:**EMS:****Other:**

Apparatus

Personnel

Apparatus

Personnel

Apparatus

Personnel

6

16

2

4

2

2

 LOSS**Property:****Content:**

Estimated Property Losses

Estimated Content Losses

None

None

Estimated Property Value

Estimated Content Value

 AUTHORIZATION**Report Writer:**

Name

Employee Number

Assignment

Authorization Date

Barron, Jordan

1495

Station 4

01/03/2020

Officer in Charge:

Name

Employee Number

Assignment

Authorization Date

Barron, Jordan

1495

Station 4

01/03/2020

Quality Control:

Name

Authorization Date

 INCIDENT NARRATIVE

Engine 4, Medic 4, Engine 3, Rescue 2, and Battalion 1 responded to the above location in reference to a car on fire. When arrived on scene, Engine 4 crew found a white Chevrolet Tahoe on fire under a carport attached to the side of the house that had engulfed the entire carport and adjacent north wall of the home in flames. Another vehicle was also caught on fire that was parked next to the Tahoe. A single 1 3/4 inch line was pulled from Engine 4 and extinguishment was started on the vehicle and carport area. Another 1 3/4 inch line was pulled and used to assist with the fire under the carport. Once the exterior fire was knocked down, entry was made into the home where heavy smoke was encountered throughout the home. A quick inspection on the inside of the home was done and found no fire on the interior of the home so doors and windows were opened and a ventilation fan was deployed to clear out the smoke. Once the smoke was cleared further inspection was made inside of the home and found no fire but only smoke damage to the interior of the home. The fire was extinguished and overhaul performed on the exterior of the home and carport and both vehicle fires were extinguished. All equipment was replaced on Engine 4. All units are back in service.

Created By: Barron, Jordan

UNIT 11

Use (0) - Other	Responding From City of Big Spring	Priority Emergent
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Response Delays
None/No Delay

Dispatch Time 15:22:00, 01/03/2020	Enroute Time 15:22:00, 01/03/2020	Arrival Time 15:24:00, 01/03/2020
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At Patient Time	Clear Time 16:36:00, 01/03/2020	In District Time
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Actions Taken:

Person 1: GLENN, CHRIS

Patient Contact?	Medical PPE Worn
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Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth
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Decontamination Procedures Completed

ENGINE 3

Use (1) - Suppression	Responding From City of Big Spring	Priority Emergent
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Response Delays
None/No Delay

Dispatch Time 15:22:00, 01/03/2020	Enroute Time 15:22:00, 01/03/2020	Arrival Time 15:24:00, 01/03/2020
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At Patient Time	Clear Time 16:36:00, 01/03/2020	In District Time
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Actions Taken:

Person 1: Phelps, James

Patient Contact?	Medical PPE Worn
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Fire Products Exposed To

PPE Worn During Incident

Person 1: Phelps, James

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: MONCRIEF, CHARLES

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

ENGINE 4

Use

(1) - Suppression

Responding From

City of Big Spring

Priority

Emergent

Response Delays

None/No Delay

Dispatch Time

15:22:00, 01/03/2020

Enroute Time

15:22:00, 01/03/2020

Arrival Time

15:24:00, 01/03/2020

At Patient Time

Clear Time

16:36:00, 01/03/2020

In District Time

Actions Taken:

Person 1: Barron, Jordan

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: McAnally, Stefan

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 3: HENNESAY, CHAD

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

MEDIC 4

Use

(2) - EMS

Responding From

City of Big Spring

Priority

Emergent

Response Delays

None/No Delay

Dispatch Time

15:22:00, 01/03/2020

Enroute Time

15:22:00, 01/03/2020

Arrival Time

15:24:00, 01/03/2020

At Patient Time

Clear Time

16:36:00, 01/03/2020

In District Time

Actions Taken:

Person 1: BAIN, BRECKEN

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

Person 1: BAIN, BRECKEN

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: LUNA, GARRETT

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

RESCUE 2

Use

(1) - Suppression

Responding From

City of Big Spring

Priority

Emergent

Response Delays

None/No Delay

Dispatch Time

15:22:00, 01/03/2020

Enroute Time

15:22:00, 01/03/2020

Arrival Time

15:24:00, 01/03/2020

At Patient Time

Clear Time

16:36:00, 01/03/2020

In District Time

Actions Taken:

Person 1: McAlister, Greg

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: Reynolds, John

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 3: Evans, Shane M.

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

**Fire Module****① SITE INFO**

Alarms

Acres Burned

Resident Units In Bldg

Buildings Involved

1**1**

Hydrant Identifier

Estimated Water Usage

🔥 IGNITION

Area of Origin

(47) - Vehicle storage area; garage, carport

Heat Source

(81) - Heat from direct flame, convection currents

Item First Ignited

(00) - Item first ignited, other

Fire Confined to Item?

Type of Material First Ignited

(10) - Flammable gas, other

Cause of Ignition

(2) - Unintentional

IGNITION

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

1

Stories Below Grade

0

Building Status

(3) - Idle, not routinely used

Length

30 ft

Width

30 ft

Total Square Feet

900 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

(N) - None present

Detector Type

Power Supply

Detector Operations

Effectiveness (/Failure Reason)

Presence of Auto Extinguishing System

(N) - None Present

System Type

System Operation

of Sprinklers

Reason for System Failure

STATE OF TEXAS

§

§

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY KALEB SMITH**

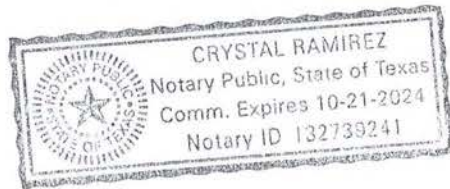
“The document in **Exhibit C-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 6th day of July, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit C-6



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

609 N GOLIAD

Lot: SE/4 OF SC 42 BK: 32 1N TR 31 WILLIAM B CURRIE 625

April 4, 2023

Case No: 72550

JUAN & AGNES MORELION
609 N GOLIAD 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	4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight. 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.

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

609 N GOLIAD ST

Lot: SE/4 OF SC 42 BK: 32 1 N WILLIAM B CURRIE 625

April 4, 2023

Case No: 72548

JUAN & AGNES MORELION
609 N GOLIAD 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,



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

609 N GOLIAD ST

Lot: SE/4 OF SC 42 BK: 32 1 N WILLIAM B CURRIE 625

April 4, 2023

Case No: 72547

JUAN & AGNES MORELION
609 N GOLIAD 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. 432-264-2505

NOTICE OF VIOLATION AND ORDER TO ABATE

609 N GOLIAD ST

Lot: SE/4 OF SC 42 BK: 32 1 N WILLIAM B CURRIE 625

April 4, 2023

Case No: 72545

JUAN & AGNES MORELION
609 N GOLIAD 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 logs, tree trimmings, construction materials, 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

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

Sincerely,

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

Kaleb Smith
Code Compliance Official
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

June 30, 2023

Estate of Juan Morelion and Estate of Agnes Morelion
609 North Goliad Street
Big Spring, Texas 79720-1439

Abel Morelion
1407 Scurry St
Big Spring, TX 79720-4415

Joseph Morelion
2525 Gunter Circle
Big Spring, TX 79720-6255

Re: 609 North Goliad Street, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE
65X130 625 0.194 ACRES, Howard County

Big Spring Code Compliance has determined that at the following structure(s): all structures on premises, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, 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: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 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	The building is clearly unsafe and dilapidated. 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.
304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	Exterior wall issues.
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 the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure and repair the structure in the front. Vacate the structure until the violation(s) are resolved, and:

secure, demolish, remove
the structure in the back.

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.

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, July 11, 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 Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to 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 become the final order.

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 'Kaleb Smith', with a horizontal line underneath.

Kaleb Smith, Code Compliance Official
City of Big Spring, 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 **JULY 11th, 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:

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

902 E 14TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 36 COLE & STRAYHORN 50X140 509 BLK/TRACT 36 0.161 ACRES ACQ 03202017 – OWNER: DIONNE PLEDGER AND CASEY W PLEDGER

609 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE 65X130 625 0.194 ACRES – OWNER: ESTATE of JUAN MORELION AND ESTATE OF AGNES MORELION

2712 LYNN DRIVE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 13 BK 10 KENTWOOD 71X130 2760.206 ACRES ACQ 05142021 – OWNER: DOUGLAS CARSON, JEFFREY CARSON, KELLY RALSTON & JAMES CARSON

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

Nick Reyna, Building Official, City of Big Spring

1513 E 17th St

Code Enforcement Officer: Jacob Leos

Exhibit A-1

STATE OF TEXAS

§

COUNTY OF HOWARD

§

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**AFFIDAVIT OF JACOB LEOS
CONCERNING 1513 E 17th St**

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

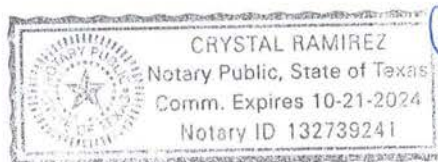
“My name is **Jacob Leos**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1513 E 17th 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 6 day of July, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-2

HOWARD COUNTY APPRAISAL DISTRICT (2023)

Property ID : R000010114

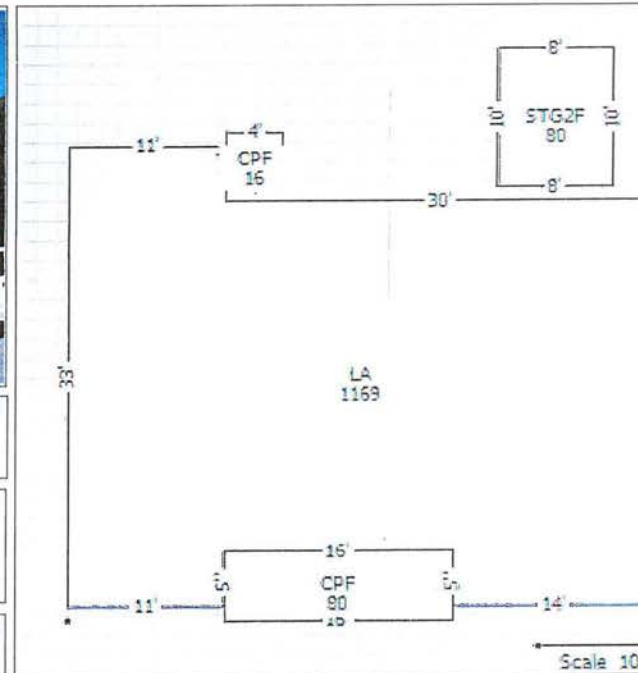
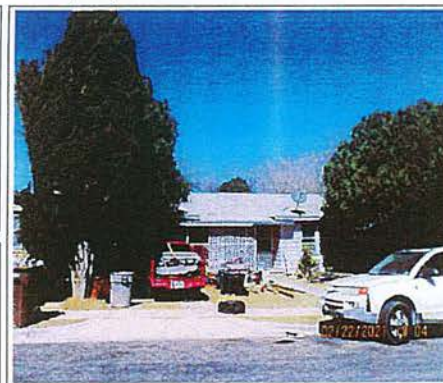
Geo ID : B5820006200

Ownership

BAKER CHRISTINE
1513 E 17TH
BIG SPRING, TX 79720

Exemptions/Deed

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



Legal Information

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

Appraisal Coding

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

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

Agent	Mortgage	Geo Quad	Aerial	Map Id	Use
		0			

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

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

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

Comments

2023	Ptd	Change +/-	Prior	2022	Ptd	Entity / Description	Exemption	Txbl Value	Rate Per \$100	Frz Yr	Ext. Tax Levy	Nbh Coding	Misc Codin
Impr Homesite +	30,334	A1	0	30,334	A1	01H HOWARD COUNTY	18,767	15,067	.3275450		49.35	HSAPPNOT18	BSISDE
Land Homesite +	3,500	A1	0	3,500	A1	02B CITY OF BIG SPRING	11,767	22,067	.6731630		148.55		GD22
Total Market =	33,834		0	33,834		03B BIG SPRING ISD	33,834	0	1.0160000	2000	0.00		
Assessed =	33,834		0	33,834		052 HOWARD COLLEGE	18,767	15,067	.2367770		35.68		
						** ESTIMATED TOTAL					=====		
											233.58		

User PERMITS2

Print Date 10/10/2022 4:24:25 PM

Property ID : R000010114

Geo ID : B5820006200

Quick Link :



STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

CERTIFICATION
1513 E 17th St 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.

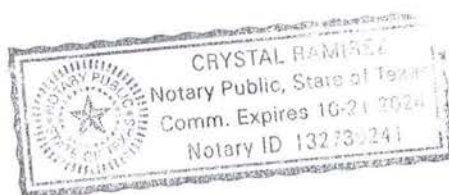
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-3

01-31-2023 01:58 PM

INCIDENT NOTES REPORT

ORIG. DATE:

INCIDENT #: 70356

INCIDENT CODE: 300-0006 ACCUML ITEM

PROPERTY: 1513 E 17TH ST

NOTES

Incident Notes:

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

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

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

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

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

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

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

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

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

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

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**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 January 20th, 2023 and March 14th, 2023, I inspected the property described as:

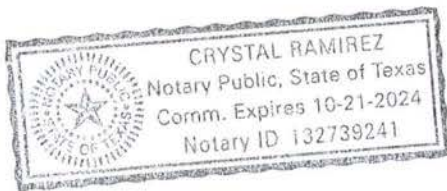
E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ 021700 BLK/TRACT
4 0.172 ACRES Big Spring, Howard County, Texas, also known as **1513 E 17th**
St, Big Spring, Texas.

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

SIGNED on the 6th day of July, 2023.

AFFIANT

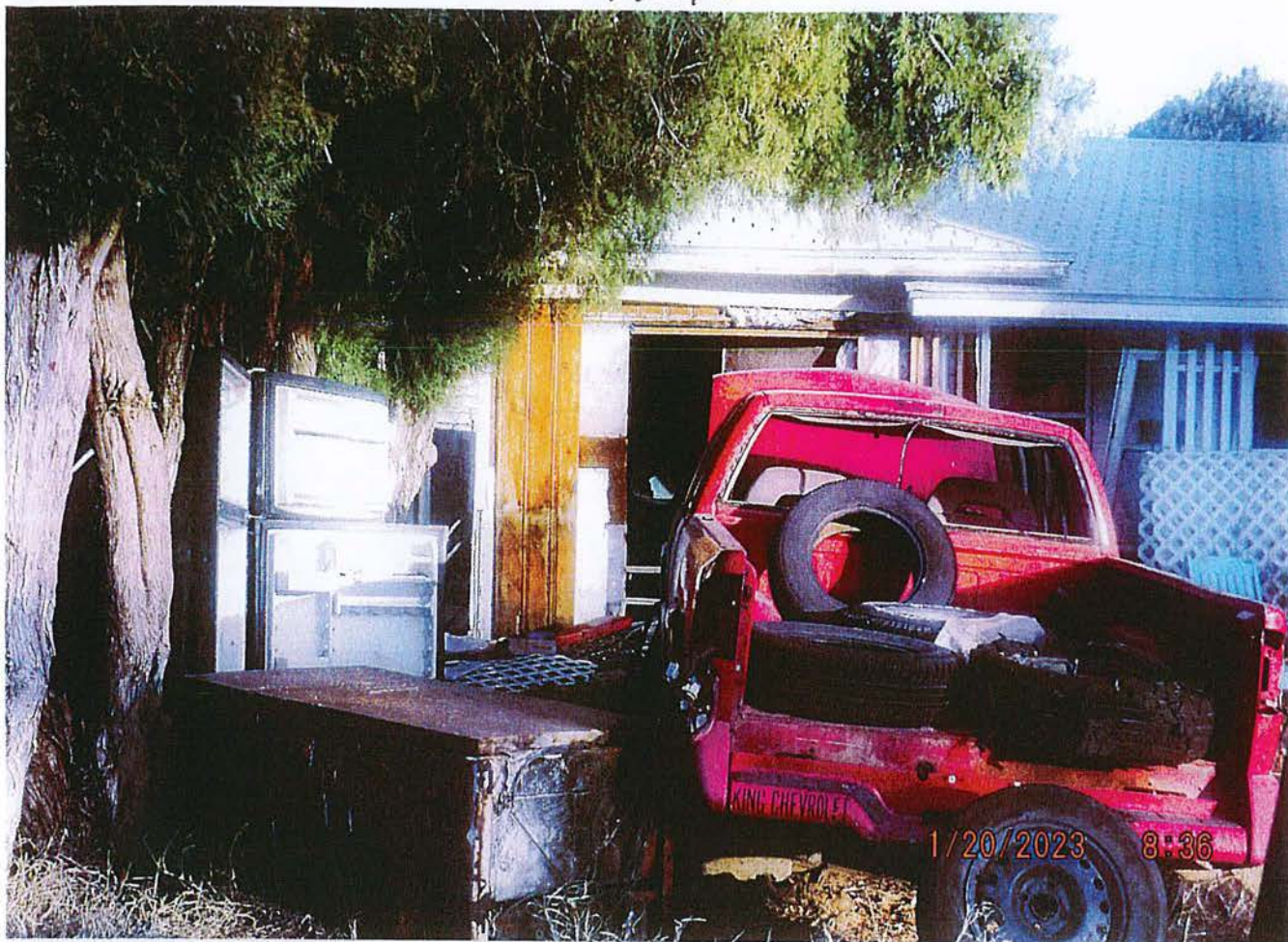
SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-4

1/20/23



1/20/23







3/14/2023 8:31







3/14/2023 8:31







3/14/2023 8:30









3/14/2023 8:31

Exhibit A-5

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

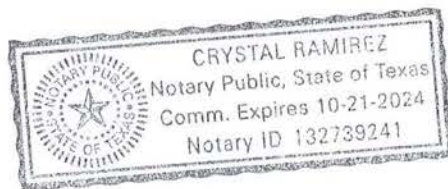
“The document in **Exhibit A-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 6th day of July, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit A-6



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

June 30, 2023

Christine Woods Baker
1513 E 17th Street
Big Spring, TX 79720-4942

Christine Woods Baker
1904 E 11th Pl
Big Spring, Texas 79720-5003

Re: 1513 E 17th St, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: E/50 OF LT 20 BK 4 MAY THIXTON 50X150 924 ACQ
021700 BLK/TRACT 4 0.172 ACRES, Howard County**

Big Spring Code Compliance has determined that at the following structure(s): all structures on premises, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, 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: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 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	The building had fire damage to the roof that has not been repaired. Dilapidated. Attractive nuisance. Clearly unsafe. Hazardous condition.

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 the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure and vacate the structure(s) until the violation(s) are resolved, and:

secure, demolish, remove structure(s).

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, July 11, 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 Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to 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 become the final order.

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. 432-264-2505

NOTICE OF VIOLATION AND ORDER TO ABATE

1513 E 17TH ST
Lot: 20 BK: 4

May 13, 2022

Case No: 70356

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

Sent via: First Class US Mail

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

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

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

Corrective Action Required	Deadline for Compliance
ACCUMULATED ITEMS IN FRONT YARD INCLUDING TIRES, TWO SOFAS, TRASH, FURNITURE AND SEVERAL OTHER ITEMS NEEDS TO BE REMOVED AND TAKEN AWAY FORM PUBLIC VIEW. IF PROBLEM PERSISTS CRIMINAL CHARGES WILL BE FILED.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos

Name

432-264-2502

Phone

Code Compliance

Department

jleos@mybigspring.com

E-mail

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

Sincerely,

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

Jacob Leos
Code Compliance Officer
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1513 E 17TH ST
Lot: 20 BK: 4

June 17, 2022

Case No: 70356

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

Sent via: First Class US Mail

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

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

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

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

or equitable relief.

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

Sincerely,



Jacob Leos
Code Compliance
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

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

March 3rd , 2023

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

Sent via: Certified Mail, Return Receipt Requested

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

VIOLATION

Property Maintenance Code

Description of Violation

Sec.111.1.5 (3), (6), (7) Hazardous structure or premises

Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public. Any building, structure, or portion thereof that is dangerous. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.

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

Sec. 302.1 Sanitation.

Sec. 302.5 Rodent harborage.

The exterior of the property is not being kept free from rodent harborages.

Sec. 308.1. Accumulation of rubbish or garbage.

Exterior property and premises...shall be free from any accumulation of rubbish or garbage.

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

Corrective Action Required	Deadline for Compliance
There are accumulated items in the front yard including tires, two sofas, trash, a refrigerator, other miscellaneous furniture, and several other items that need to be removed from public view. These items could result in rodent harborage which is both unsafe and unsanitary conditions. All items need to be removed from public view or criminal charges will be filed.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos

Name

Code Compliance

Department

432-264-2502

Phone

jleos@mybigspring.com

E-mail

The City's goal is voluntary compliance.

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

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

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE.

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

Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **March 14th, 2023, at 5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

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

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) Oral Evidence. Oral evidence shall be taken only on oath or affirmation.
- (c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
- (d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (e) Rights of Parties. Each party shall have the following rights, among others:
 - 1. To call and examine witnesses on any matter relevant to the issues of the hearing;
 - 2. To introduce documentary and physical evidence;
 - 3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
 - 4. To impeach any witness regardless of which party first called him to testify;
 - 5. To rebut the evidence against him;
 - 6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.
- (f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

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

the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall be final.

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

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

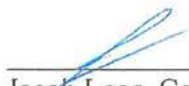
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

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

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

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

Sincerely,



Jacob Leos, Code Enforcement
City of Big Spring, Texas



Code Compliance

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

NOTICE OF VIOLATION, ORDER TO ABATE AND NOTICE OF HEARING

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

March 14, 2023

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

Sent via: Certified Mail, Return Receipt Requested

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

VIOLATION

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

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

Corrective Action Required	Deadline for Compliance
There are accumulated items in the front yard including tires, two sofas, trash, a refrigerator, junk vehicle, other miscellaneous furniture, and several other items that need to be removed from public view. These items could result in rodent harborage which is both unsafe and unsanitary conditions.	Seven (7) days from date of mailing

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

Issued by

Jacob Leos

Name

Code Compliance

Department

432-264-2502

Phone

jleos@mybigspring.com

E-mail

The City's goal is voluntary compliance.

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **March 28, 2023, at 5:30 p.m.** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

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

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

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

- (c) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
- (d) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (e) Rights of Parties. Each party shall have the following rights, among others:
 - 1. To call and examine witnesses on any matter relevant to the issues of the hearing;
 - 2. To introduce documentary and physical evidence;
 - 3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
 - 4. To impeach any witness regardless of which party first called him to testify;
 - 5. To rebut the evidence against him;
 - 6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.
- (f) The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

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

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

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

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

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

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

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

Sincerely,



Jacob Leos, Code Enforcement
City of Big Spring, Texas

Exhibit A-7

 INCIDENT

Incident Number <u>200907-121839-BSFD</u>	Incident Date <u>09/07/2020</u>	NFIRS Number <u>0001590</u>	Incident Type <u>(111) - Building fire</u>
--	------------------------------------	--------------------------------	---

FDID <u>KW601</u>	Station <u>Station 3</u>	Shift <u>C-Shift</u>	District <u>District 3</u>
----------------------	-----------------------------	-------------------------	-------------------------------

Initial Dispatch Code

Alarms <u>1</u>	Working Fire? <u></u>	COVID-19 was a factor <u>No, COVID-19 was not a factor</u>	Critical Incident <u></u>	Critical Incident Team <u></u>
--------------------	--------------------------	---	------------------------------	-----------------------------------

Temporary Resident Involvement
Hazardous Materials Released
Action Taken 1
(11) - Extinguishment by fire service personnel **AID**Aid Given/Received
(N) - None **LOCATION**Location Type
(1) - Street addressAddress
1513 East 17th Street, BIG SPRING, Texas, 79720

Cross Street, USNG, or Directions <u></u>	Latitude <u></u>	Longitude <u></u>	Census Tract <u></u>
--	---------------------	----------------------	-------------------------

Detector Alerted Occupant
(U) - Unknown

Property Use <u>(419) - 1 or 2 family dwelling</u>	Mixed Use <u></u>
---	----------------------

 TIMES

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

 COUNTS

Counts Include Aid Received?

No

Suppression:

Apparatus	Personnel
<u>5</u>	<u>11</u>

EMS:

Apparatus	Personnel
<u>2</u>	<u>4</u>

Other:

Apparatus	Personnel
<u>5</u>	<u>7</u>

\$↓ LOSS

Property:

Estimated Property Losses

25000

Content:

Estimated Content Losses

5000

Estimated Property Value

35000

Estimated Content Value

15000 AUTHORIZATION

Report Writer:

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

Officer in Charge:

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

Quality Control:

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

 INCIDENT NARRATIVE

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

Created By: Delk, Chanley

 Unit Reports

ENGINE 3

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

Response Delays

None/No Delay

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

ENGINE 3

At Patient Time

Clear Time

In District Time

05:30:00, 09/07/2020

Actions Taken:

Extinguishment by fire service personnel

Person 1: Delk, Chanley

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: FANGMAN, MICHAEL

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

ENGINE 5

Use

(1) - Suppression

Responding From

City of Big Spring

Priority

Emergent

Response Delays

None/No Delay

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

At Patient Time

Clear Time

05:30:00, 09/07/2020

In District Time

Actions Taken:

Provide water, Extinguishment by fire service personnel

Person 1: Haney, Shawn T.

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: Phelps, James

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

RESCUE 2

Use	Responding From	Priority
(0) - Other		

Response Delays

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

At Patient Time

Clear Time

05:30:00, 09/07/2020

In District Time

Actions Taken:

Provide manpower

Person 1: McCullough, Justin

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

Person 1: McCullough, Justin

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth
_____	_____	_____	_____

Decontamination Procedures Completed

Person 2: WESTBROOK, CHAS

Patient Contact?	PPE Worn During Exposure
_____	_____

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth
_____	_____	_____	_____

Decontamination Procedures Completed

Person 3: HICKSON, DOUG

Patient Contact?	PPE Worn During Exposure
_____	_____

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth
_____	_____	_____	_____

Decontamination Procedures Completed

FIRE MARSHALL

Use	Responding From	Priority
(0) - Other	_____	_____

Response Delays

Dispatch Time	Enroute Time	Arrival Time
03:33:00, 09/07/2020	03:45:00, 09/07/2020	_____
At Patient Time	Clear Time	In District Time
_____	05:30:00, 09/07/2020	_____

Actions Taken:

Investigate

Person 1: Hendrickson, Dan

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

UNIT 11

Use

(0) - Other

Responding From

Priority

Response Delays

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

At Patient Time

Clear Time

05:30:00, 09/07/2020

In District Time

Actions Taken:

Incident command

Person 1: SPARKS, JAKE

Patient Contact? PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

MEDIC 5

Use

(2) - EMS

Responding From

Priority

Response Delays

Dispatch Time

03:33:00, 09/07/2020

Enroute Time

03:33:00, 09/07/2020

Arrival Time

MEDIC 5

At Patient Time

Clear Time

In District Time

05:30:00, 09/07/2020

Actions Taken:

Extinguishment by fire service personnel

Person 1: ELLIS, GARRETT

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: MORALES, GABRIEL

Patient Contact?

PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

 Fire Module**i SITE INFO**

Alarms

Acres Burned

Resident Units In Bldg

Buildings Involved

1

1

Hydrant Identifier

Estimated Water Usage

GREEN

500

 IGNITION

Area of Origin

(24) - Cooking area, kitchen

Heat Source

(UU) - Undetermined

 IGNITION

Item First Ignited

(UU) - Undetermined

Fire Confined to Item?

Type of Material First Ignited

Cause of Ignition

(5) - Cause under investigation

Factors Contributing to Ignition 1

(UU) - Undetermined

Human Factors Contributing to Ignition

(1) - Asleep

Est. Age of Person Involved

Gender of Person Involved

 STRUCTURE

Structure Type

(1) - Enclosed building

Stories Above Grade

1

Stories Below Grade

0

Building Status

(2) - In normal use

Length

25 ft

Width

40 ft

Total Square Feet

1000 sq ft

Story of Fire Origin

1

Fire Spread

(3) - Confined to floor of origin

Item Contributing Most to Flame Spread

Type of Material

Number of Stories with Damage

Minor Damage

0

Significant Damage

1

Heavy Damage

Extreme Damage

Total Stories

 PROTECTIVE SYSTEMS

Presence of Detector

(N) - None present

Detector Type

Power Supply

Detector Operations

Effectiveness (/ Failure Reason)

Presence of Auto Extinguishing System

(N) - None Present

System Type

System Operation

of Sprinklers

Reason for System Failure

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 **JULY 11th, 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:

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

902 E 14TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 36 COLE & STRAYHORN 50X140 509 BLK/TRACT 36 0.161 ACRES ACQ 03202017 – OWNER: DIONNE PLEDGER AND CASEY W PLEDGER

609 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE 65X130 625 0.194 ACRES – OWNER: ESTATE of JUAN MORELION AND ESTATE OF AGNES MORELION

2712 LYNN DRIVE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 13 BK 10 KENTWOOD 71X130 2760.206 ACRES ACQ 05142021 – OWNER: DOUGLAS CARSON, JEFFREY CARSON, KELLY RALSTON & JAMES CARSON

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
Nick Reyna, Building Official, City of Big Spring

902 E 14th St

Code Enforcement Officer: Malissa Garcia

Exhibit B-1

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 902 E 14th St**

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

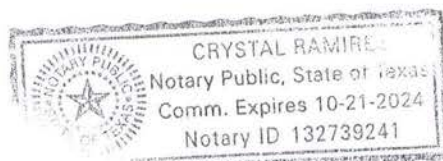
“My name is **Malissa Garcia**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **902 E 14th 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 6 day of July, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2023 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

 Property Details

Account		
Property ID:	279180	Geographic ID: B2880038500
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	902 E 14TH	
Map ID:		Mapsco:
Legal Description:	LT 2 BK 36 COLE & STRAYHORN 50X140 509 BLK/TRACT 36 0.161 ACRES ACQ 03202017	
Abstract/Subdivision:		
Neighborhood:	GOLD GOLIAD	
Owner ?		
Owner ID:	415332	
Name:	PLEDGER DIONNE PLEDGER CASEY W	
Agent:		
Mailing Address:	603 WASHINGTON BLVD BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

 Property Values

Improvement Homesite Value:	\$1,821 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,375 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$6,196 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$6,196 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$6,196
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: PLEDGER DIONNE PLEDGER CASEY W %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$6,196	\$6,196	\$14.80	
02B	CITY OF BIG SPRING	0.673163	\$6,196	\$6,196	\$41.71	
03B	BIG SPRING ISD	0.930900	\$6,196	\$6,196	\$57.68	
052	HOWARD COLLEGE	0.168395	\$6,196	\$6,196	\$10.43	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$124.62

Estimated Taxes Without Exemptions: \$124.62

Exhibit B-2

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

CERTIFICATION
902 E 14th 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.

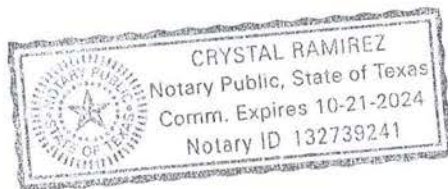
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of July, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-3

NOTES

Incident Notes:

Task #: 115768 - INSPECT SUBSTANDARD - 5/12/2023

ON 5-11-23 I NOTICED A SUB STANDERD STRUCTURE X3

OWNER NAME PLEDGER DIONNE ,pledger casey w

sent to legal on 5-12-23

Task #: 115769 - SUBSTANDARD BLD - 5/12/2023

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On May 14th, 2023, I inspected the property described as:

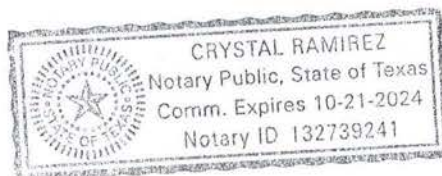
LT 2 BK 36 COLE & STRAYHORN 50X140 509 BLK/TRACT 36 0.161
ACRES ACQ 03202017 Big Spring, Howard County, Texas, also known as **902**
E 14th St, Big Spring, Texas.

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

SIGNED on the 6 day of July, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of July, 2023
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-4



5/11/2023 8:54



5/11/2023 8:51



5/11/2023 8:51



5/11/2023 8:54



5/11/2023

8:52



5/11/2023 8:52



5/11/2023 8:52





Exhibit B-5

STATE OF TEXAS

§

COUNTY OF HOWARD

§

§

**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

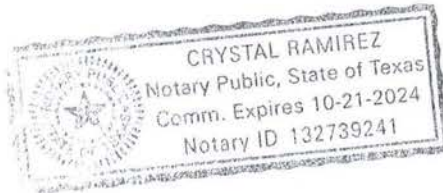
“The document in **Exhibit B-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 6 day of July, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of July, 2023
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-6



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

June 30, 2023

Dionne Pledger and Casey W. Pledger
902 E 14th St
Big Spring, TX 79720-4728

Dionne Pledger and Casey W. Pledger
603 Washington Blvd
Big Spring, TX 79720-4927

Re: 902 E 14th St, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: LT 2 BK 36 COLE & STRAYHORN 50X140 509

BLK/TRACT 36 0.161 ACRES ACQ 03202017, Howard County

Big Spring Code Compliance has determined that at the following structure(s): all structures on premises, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, 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: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 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.	Clearly unsafe. Neglected, dilapidated, unsecured, 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	The roof appears to admit rain and has signs of deterioration. Unsafe condition.

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 is capable of supporting all nominal loads and resisting all load effects.	
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 the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure the main structure

Secure, vacate the two structures in the back until the violation(s) are resolved, and:

secure, demolish, remove

of two structures in the back.

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, July 11, 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 Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to 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 become the final order.

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.

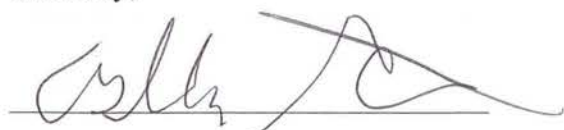
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

Ashley Guerra, Code Compliance Official
City of Big Spring, 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 **JULY 11th, 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:

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

902 E 14TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 36 COLE & STRAYHORN 50X140 509 BLK/TRACT 36 0.161 ACRES ACQ 03202017 – OWNER: DIONNE PLEDGER AND CASEY W PLEDGER

609 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE 65X130 625 0.194 ACRES – OWNER: ESTATE of JUAN MORELION AND ESTATE OF AGNES MORELION

2712 LYNN DRIVE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 13 BK 10 KENTWOOD 71X130 2760.206 ACRES ACQ 05142021 – OWNER: DOUGLAS CARSON, JEFFREY CARSON, KELLY RALSTON & JAMES CARSON

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

Nick Reyna, Building Official, City of Big Spring

2712 Lynn

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 2712 Lynn**

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:

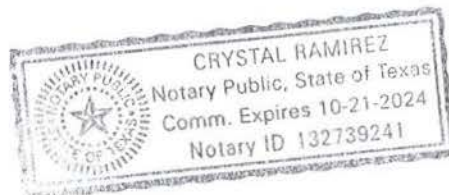
“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2712 Lynn**, 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 July, 2023.

M. Garcia

AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-2

Property Details

Account		
Property ID:	282529	Geographic ID: B4080024600
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	2712 LYNN	
Map ID:		Mapsco:
Legal Description:	LT 13 BK 10 KENTWOOD 71X130 276 0.206 ACRES ACQ 05142021	
Abstract/Subdivision:		
Neighborhood:	KENS	
Owner ⓘ		
Owner ID:	437992	
Name:	CARSON DOUGLAS, CARSON JEFFREY S RALSTON KELLY L AND CARSON JAMES P.	
Agent:		
Mailing Address:	2712 LYNN BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$191,003 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$8,625 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$199,628 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$199,628 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$199,628
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: CARSON DOUGLAS, CARSON JEFFREY S RALSTON KELLY L AND CARSON JAMES
P. %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$199,628	\$199,628	\$476.94	
02B	CITY OF BIG SPRING	0.673163	\$199,628	\$199,628	\$1,343.82	
03B	BIG SPRING ISD	0.930900	\$199,628	\$199,628	\$1,858.34	
052	HOWARD COLLEGE	0.168395	\$199,628	\$199,628	\$336.16	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$4,015.26

Estimated Taxes Without Exemptions: \$4,015.26

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
2712 Lynn 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 16 day of July, 2023.

M. Garcia
AFFIANT

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

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-3

PROPERTY: 2712 LYNN

NOTES

Incident Notes:

Task #: 115099 - INSPECT SUBSTANDARD - 3/28/2023

ON 3-24-23 THERE WAS A HOUSE FIRE AT THIS PROPERTY . ON MONDAY 3-27-23 I
DROVE BY 2712 LYNN TO A SUB BURNT STRUCTURE .WHITCH IS KNOWN TO BE
HAZARDOUS AND DANGEROUS .

SENT TO LEGAL ON 3-28-23 SO LEGAL CAN SEND OUT THE NOTICE OF VILATION
on 5-9-23 was taken to a abament hearing and was tabled
on 6-21-23 went back and did reinspection due to nabors complaining about
rats and no progress has been made .
sent back to legal on 6-21-23 so legal can send out notice of vilation

Task #: 115100 - SUBSTANDARD BLD - 3/28/2023

STATE OF TEXAS

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 March 3, 2023 and June 21, 2023, I inspected the property described as:

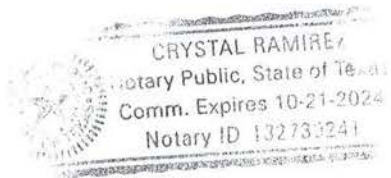
LT 13 BK 10 KENTWOOD 71X130 276 0.206 ACRES ACQ 05142021 Big Spring, Howard County, Texas, also known as **2712 Lynn**, Big Spring, Texas.

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

SIGNED on the 6 day of July, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of July, 2023 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-4



3/27/2023 11:59









3/27/2023 11:57









5/22/2023 9:15













5/22/2023 9:15





ABREGO
2-816-2092
LEGACY
REAL ESTATE BROKERS
687-6500
www.legacyrealestate.com
FOR SALE

6/21/2023 13:41





6/21/2023 13:41



6/21/2023 13:41



6/21/2023 13:40



2712

6/21/2023 13:40



6/21/2023 13:40

Exhibit D-5



INCIDENT

Incident Number 230329-013708-BSFD	Incident Date 03/24/2023	NFIRS Number 0000607	Incident Type (111) - Building fire	
FDID KW601	Station Station 3	Shift B-Shift	District District 3	
Initial Dispatch Code 				
Alarms 	Working Fire? Yes	COVID-19 was a factor No, COVID-19 was not a factor	Critical Incident 	Critical Incident Team
Temporary Resident Involvement 				
Hazardous Materials Released 				
Action Taken 1 (11) - Extinguishment by fire service personnel				
Action Taken 2 (12) - Salvage & overhaul				



AID

Aid Given/Received
(N) - None



LOCATION

Location Type (1) - Street address			
Address 2712 lynn, Big Spring, Texas, 79720			
Cross Street, USNG, or Directions 	Latitude 	Longitude 	Census Tract
Detector Alerted Occupant 			
Property Use (419) - 1 or 2 family dwelling	Mixed Use 		



TIMES

PSAP Received 22:36:00, 03/24/2023	Dispatch Notified Time 22:36:00, 03/24/2023	Alarm Time 22:36:00, 03/24/2023
Arrival Time 22:43:00, 03/24/2023	Water on Fire Time 22:50:00, 03/24/2023	At Patient Time

⌚ TIMES

Loss Stop Time

01:30:00, 03/25/2023

Controlled Time

02:30:00, 03/25/2023

Last Unit Cleared Time

03:46:00, 03/25/2023

Total On Scene Time

5 hrs 3 mins 0 sec

Total Incident Time

5 hrs 10 mins 0 sec

📊 COUNTS

Counts Include Aid Received?

No

Suppression:

Apparatus

7

Personnel

9

EMS:

Apparatus

2

Personnel

2

Other:

Apparatus

1

Personnel

1

💵 LOSS**Property:**

Estimated Property Losses

180000

Content:

Estimated Content Losses

100000

Estimated Property Value

180000

Estimated Content Value

👤 PERSON/OWNER**Owner:**

Name

Business Name

Phone

Insurance Company

Total Insurance Amount

Address

Person:

Name

Business Name

Phone

Address

Name

Business Name

Phone

Address

🚗 VEHICLE**Vehicle 1:**

Vehicle Type

(10) - Passenger or road vehicles, other

Make

(FO) - Ford

Model

ranger

Year

0

Color

maroon

VEHICLE

VIN	License Plate	State (TX) - Texas	Expires	Odometer
Reported Stolen? No	Extrication Needed? No	Extrication Time		
Persons Involved				
Insured Name	Policy Type		Policy Number	Claim Number
Insurance Company Name	Insurance Co. Phone		Insurance Co. Email	
Insurance Company Address			Insurance Agent	
Law Enforcement Officer			Police Report/File Number	
Number of Occupants	Number of Injuries	Number of Fatalities		
Supplies Used				

Notes

Vehicle 2:

Vehicle Type

(11) - Automobile, passenger car, ambulance, race car

Make (GM) - GMC (General Motors)	Model Terrain	Year 0	Color white	
VIN	License Plate	State	Expires	Odometer
Reported Stolen?	Extrication Needed?	Extrication Time		
Persons Involved				
Insured Name	Policy Type		Policy Number	Claim Number
Insurance Company Name	Insurance Co. Phone		Insurance Co. Email	
Insurance Company Address			Insurance Agent	
Law Enforcement Officer			Police Report/File Number	
Number of Occupants	Number of Injuries	Number of Fatalities		

VEHICLE

Supplies Used

Notes

AUTHORIZATION

Report Writer:

Name	Employee Number	Assignment	Authorization Date
ROSS, MICHAEL	2054	station 3	03/24/2023

Officer in Charge:

Name	Employee Number	Assignment	Authorization Date
Pederson, Chad	0673		03/24/2023

Quality Control:

Name	Authorization Date

INCIDENT NARRATIVE

engine 3, engine 4, engine 5, battalion 1, and medic 4 responded to address in reference to a structure fire. Engine 3 was first on scene. Upon arrival engine 3 found fire showing on the C side. Engine 3 pulled 1.5 inch attack line and went to the backyard. Engine 5 and medic 4 and battalion 1 showed up at this point and helped with attack. Engine 2 would not transfer into pump when prompted. It took the transfer process 4 separate attempts to shift into pump. While engine 3 was working on getting water, engine 5 pulled their 200 ft of 1.5 inch attack line and attempted to extinguish from the A side. Engine 4 then arrived to assist Engine 3 got water flowing and extinguished external flames on the C side. The awning on the back porch caved in and kept ff from advancing interior in the back. There was a downed power line in the back yard running from the alley to the back of the house. Unknown if the line was live. Encore showed up toward the end of the incident to cut the line down. Engine 5 attempted to make interior through the front door and it was deemed to unsafe. At this point, the fire had consumed enough of the house for the crew to deem it a defensive approach. All crews pulled back and protected surrounding structures and continued to put water on the structure. After it was deemed safe, crews again made an interior attempt and gained access through the front door. Salvage/overhaul began and remaining fires were extinguished. Upon initial arrival the owner of the house was out in the front yard and was brought to medic 4 for a well check. Owner stated he was asleep and was woken up by the sound of fire. He opened his bedroom door to see the house fully involved and closed his door, threw on pants, and jumped out of the bedroom window. When Atmos rep showed up, he stated they had cut off the gas line to the house the weekend before. 3 total attack lines were pulled for the fire. The 150 and 200 ft 1.5 inch lines from engine 3, and the 200 ft 1.5 inch line from engine 4. 1500 ft of Idh was laid, all 1000 ft from engine 4 and 500 ft from engine 5. 1 tank of foam was used during overhaul for suppression assistance.

Created By: ROSS, MICHAEL

Unit Reports

BATTALION 1

Use	Responding From	Priority
(0) - Other		
Response Delays		
Dispatch Time	Enroute Time	Arrival Time
22:36:00, 03/24/2023	22:36:00, 03/24/2023	22:43:00, 03/24/2023
At Patient Time	Clear Time	In District Time
	03:46:00, 03/25/2023	
Actions Taken:		

Person 1: GLENN, CHRIS

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

ENGINE 3

Use

Responding From

Priority

(1) - Suppression

Response Delays

Dispatch Time

22:36:00, 03/24/2023

Enroute Time

22:36:00, 03/24/2023

Arrival Time

22:43:00, 03/24/2023

At Patient Time

Clear Time

03:46:00, 03/25/2023

In District Time

Actions Taken:

Person 1: ROSS, MICHAEL

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: Pederson, Chad

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

Person 2: Pederson, Chad

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

ENGINE 4

Use (1) - Suppression	Responding From	Priority

Response Delays

Dispatch Time 22:36:00, 03/24/2023	Enroute Time 22:36:00, 03/24/2023	Arrival Time 22:43:00, 03/24/2023

At Patient Time	Clear Time 03:46:00, 03/25/2023	In District Time

Actions Taken:

Person 1: Barron, Jordan

Patient Contact?	Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

Person 2: HALE, JARED

Patient Contact?	Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

Person 3: HILL, BRITTON

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

ENGINE 5

Use

Responding From

Priority

(1) - Suppression

Response Delays

Dispatch Time

22:36:00, 03/24/2023

Enroute Time

22:36:00, 03/24/2023

Arrival Time

22:43:00, 03/24/2023

At Patient Time

Clear Time

03:46:00, 03/25/2023

In District Time

Actions Taken:

Person 1: WILLIAMS, JACE

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: WILKIE, STEVEN

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

Person 2: WILKIE, STEVEN

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 3: Evans, Shane M.

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

MEDIC 4

Use

Responding From

Priority

(2) - EMS

Response Delays

Dispatch Time

Enroute Time

Arrival Time

22:36:00, 03/24/2023

22:36:00, 03/24/2023

22:43:00, 03/24/2023

At Patient Time

Clear Time

In District Time

03:46:00, 03/25/2023

Actions Taken:

Person 1: MCALLISTER, SEAN

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

Person 2: DAVENPORT, TYLER

Patient Contact?

Medical PPE Worn

Fire Products Exposed To

PPE Worn During Incident

PPE Malfunction?

Barrier Breach

Black Soot Around
NoseBlack Soot Around
Mouth

Decontamination Procedures Completed

**Fire Module****i SITE INFO**

Alarms

Acres Burned

Resident Units In Bldg

Buildings Involved

1

1

Hydrant Identifier

Estimated Water Usage

**IGNITION**

Area of Origin

(93) - Courtyard, patio, terrace

Heat Source

(13) - Electrical arcing

Item First Ignited

(13) - Exterior trim, including doors

Fire Confined to Item?

Type of Material First Ignited

(63) - Sawn wood, including all finished lumber

Cause of Ignition

(2) - Unintentional

Factors Contributing to Ignition 1

(32) - Short-circuit arc from mechanical damage

Human Factors Contributing to Ignition

(1) - Asleep

Est. Age of Person Involved

Gender of Person Involved

**EQUIPMENT**

Equipment Involved in Ignition

(211) - Electrical power (utility) line

Equipment Power Source

(11) - Electrical line voltage (>= 50 volts)

Equipment Portability

(2) - Stationary

EQUIPMENT

Brand	Model	Serial Number	Year
-------	-------	---------------	------

STRUCTURE

Structure Type

(1) - Enclosed building

Stories Above Grade

1

Stories Below Grade

0

Building Status

(2) - In normal use

Length

Width

Total Square Feet

1750 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

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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 6 day of July, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of July, 2023
by the above referenced Affiant.

Amanda Bandy
Notary Public, State of Texas

Exhibit D-6



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

June 30, 2023

Douglas Carson, Jeffrey Carson, Kelly Ralston, & James Carson
2712 Lynn Drive
Big Spring, TX 79720

Douglas Carson
2704 Ann Drive
Big Spring, TX 79720

Jeffrey Carson
104 Lockhart Street
Big Spring, TX 79720

Kelly Ralston
3010 Rutgers Avenue
Big Spring, TX 79720

James Carson
1601 Robin Street
Big Spring, TX 79720

Re: 2712 Lynn Drive, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 13 BK 10 KENTWOOD 71X130 276 0.206 ACRES
ACQ 05142021, Howard County

Big Spring Code Compliance has determined that at the following structure(s): main structure on premises, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, 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 the violation(s) at the structure(s) as stated above:

Corrective Action Sought by Code Compliance

Secure and vacate the main structure until the violations are resolved, and:

secure, demolish, and remove

main structure (house).

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, July 11, 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 Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to 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 become the final order.

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 'Ashley Guerra', written over a horizontal line.

Ashley Guerra, Code Compliance Official
City of Big Spring, Texas

Exhibit D-7

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 **JULY 11th, 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:

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

902 E 14TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 36 COLE & STRAYHORN 50X140 509 BLK/TRACT 36 0.161 ACRES ACQ 03202017 – OWNER: DIONNE PLEDGER AND CASEY W PLEDGER

609 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 31 WILLIAM B CURRIE 65X130 625 0.194 ACRES – OWNER: ESTATE of JUAN MORELION AND ESTATE OF AGNES MORELION

2712 LYNN DRIVE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 13 BK 10 KENTWOOD 71X130 2760.206 ACRES ACQ 05142021 – OWNER: DOUGLAS CARSON, JEFFREY CARSON, KELLY RALSTON & JAMES CARSON

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

Nick Reyna, Building Official, City of Big Spring



LARGE/BULK ITEM PICKUP 2023 SCHEDULE



Collection Day

Last Day to Schedule

DISTRICT 1 - JULY 19, 2023

JULY 17, 2023

DISTRICT 2 - AUGUST 16, 2023

AUGUST 14, 2023

DISTRICT 3 - SEPTEMBER 20, 2023

SEPTEMBER 18, 2023

DISTRICT 4 - OCTOBER 18, 2023

OCTOBER 16, 2023

DISTRICT 5 - NOVEMBER 15, 2023

NOVEMBER 13, 2023

DISTRICT 6 - DECEMBER 20, 2023

DECEMBER 18, 2023

TO SCHEDULE: CALL 432-264-2501 OR
EMAIL NHERNANDEZ@MYBIGSPRING.COM.
You must get on the schedule to have your items picked up.

The City of Big Spring

in partnership with Keep Big Spring Beautiful present:

eWaste recycling Day

SATURDAY, JULY 15, 2023

8 AM TO 1 PM

or until the truck fills

FREE

Big Sandy Landfill
3810 Old Colorado City Hwy.
Big Spring, Texas 79720

*All electronics will be
responsibly recycled.*

**We will accept the
following items:**

Computers (desktop/laptops), lithium
Ion batteries, Computer accessories
(web cams, mouse, cabling, keyboards)
monitors, circuit boards, printers, copiers,
fax machines, scanners, servers, racks, trays
& cages, UPS battery backup systems,
cell phones, PDAs, TVs, VCRs, DVDs, stereos,
gaming systems (PlayStation, XBOX, etc.),
cameras, sound systems, radios.

ITEMS WE DO NOT ACCEPT:

Paint, light bulbs, alkaline batteries,
Gasoline, oils, freon items.



Keep
Big Spring
Beautiful

Questions, comments?

Please call Ken Meeks at 817-919-6229.



The City of Odessa Mayor and City Council

cordially invites you to the

TML Region IV Meeting

Friday, July 21, 2023

*At the Odessa Marriott Hotel and Conference Center
305 E. 5th Street
Odessa, Texas*

Presentation on "Border Security"

*By Victor Avila
Retired Supervisory Special Agent with U.S. Immigration and
Customs Enforcement*

*Social Hour at 6:00 p.m. – Music featuring by Sonya Cortez, local artist
Dinner and program at 7:00 p.m.
Cost of the dinner is \$40.00*

*Return attached reservation form.
For any questions call 432-335-3276*

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, June 27, 2023, with the following members present in person:

COUNCIL MEMBER TROY TOMPKINS
COUNCIL MEMBER DIANE YANEZ
MAYOR PRO TEM NICK ORNELAS
COUNCIL MEMBER MAURY SMITH
MAYOR ROBERT MOORE
COUNCIL MEMBER GLORIA MCDONALD

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 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 was no public comments at this time.

MOTION WAS MADE BY Council Member Yanez to open the public hearings listed below, seconded by Mayor Pro Tem Ornelas.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0**

NAYS: None

MOTION PASSED

Announcements, Presentations and Public Hearings

PUBLIC HEARING - Regarding the Request for the Renaming of Sage Circle to Shroff Circle.

Shane Bowles, Public Works Director, explained that Dr. Shroff requested to rename the street he lives on from Sage Circle to Shroff Circle. Planning & Zoning approved this change and is now being presented to the Council for a final decision. There were no comments from the public.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 511 N NOLAN, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 40X163 808 0.15 ACRES - OWNER: ESTATE of ENRIQUE SOTELO

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the above captioned property (511 N. Nolan), seconded by Council Member Smith.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0**

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 602 E 16TH STREET, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: E/2 OF LT 2 ALL 3 BK 21 COLE & STRAYHORN 75X140 811 BLK/TRACT 21 0.241 ACRES ACQ 04162020 - OWNER: KANIEL MIRAMONTES

MOTION WAS MADE BY Mayor Moore to approve an order to secure and replace

the windows and doors on the above captioned property (602 E. 16th), seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 706 W 6TH ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: E/40 OF LT 7 BK 9 EARLES 40X50 667 ACQ 060506 BLK/TRACT 9 0.046 ACRES - OWNER: ALBINO ALBIAR

MOTION WAS MADE BY Council Member Tompkins to abate the above captioned property (706 W. 6th St.), seconded by Council Member Yanez.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1312 LINDBERGH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LTS 2-12 BK 6 WRIGHTS AIRPORT 550X130 MH 28X73 LABEL #PFS0588954 PFS0588955 2005 COMB ACCT B6240007600 & 7602 & 7603 653 653.01 653.02 BLK/TRACT BK 6 1.641 ACRES- OWNER: ESTATE of ROY ROBERSON AND ESTATE of ROMA MARIE ROBERSON

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property (1312 Lindbergh), seconded by Council Member Smith.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0

NAYS: None

MOTION PASSED

MOTION WAS MADE BY Council Member Tompkins to close the above captioned public hearings, seconded by Council Member Gloria McDonald.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0

NAYS:0

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 6-June 21, 2023
- Update - Animal Shelter Open House
- Update - Downtown Waterline Replacement
- City Holiday - July 4, 2023 - Independence Day

Todd Darden, City Manager, reported on the above captioned items as follows; Thanked staff and contractors for their work on the council chambers; Lg item pickup for District 6 picked up 8 tons of trash; The animal shelter opening was a success; The downtown waterline replacement is going as planned and thanked the bussiness's that participated in that project; City holiday for Independence Day on July 4, 2023 and city offices will be closed and also POPS in the Park is July 3rd.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of June 13, 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 Repair of the Traffic Light at 11th and Birdwell; Providing for Severability; Providing for Publication; and Providing an Effective Date

Final Reading of a Resolution Adopting Plans, Policies, and Procedures that Support the Civil Rights of All Persons Affected by the CDBG Project; Providing for Repeal of Conflicting Resolutions; Providing a Savings and Severability Clause; Finding and Determining that the Meeting at Which the Resolution was Discussed was Open to the Public as Required by Law; and Establishing an Effective Date

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned minutes, ordinance and resolution, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

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

MOTION WAS MADE BY Mayor Moore to approve the above captioned ordinance, seconded by Council Member Smith.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

Vouchers

Vouchers for 05/25/23 \$ 336,639.36
Drafts \$ 1,207,061.64

Vouchers for 06/16/23 \$ 909,019.95
Drafts \$ 741,733.75

Council Member Smith reviewed the vouchers for Council Member Tompkins and his vouchers (listed above).

MOTION WAS MADE BY Council Member Smith to approve all of the above listed vouchers, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for a 14ft Dump Trailer for the Parks Department 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 Big Spring Trailer Sales in the amount of \$10,799.00, seconded by Council Member Smith.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

New Business

First Reading of an Ordinance to Rename the City Street "Sage Circle" to "Shroff Circle" and Authorizing the City Manager to Take all Necessary Action to Effect this Change; Providing for Repeal of Conflicting Ordinances; Providing for a Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Establishing an Effective Date

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

YEAS: Council Member Yanez, Council Member Tompkins 2

**NAYS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member McDonald, 4
Council Member Smith**

MOTION FAILED

First Reading of an Ordinance Granting to Atmos Energy Corporation (A Texas and Virginia Corporation, with its Principal Office in the City of Dallas, Dallas County, Texas) the Franchise and Rights to Conduct in Such City the Business of Acquiring, Maintaining, Constructing, Laying, Repairing, Removing, Replacing, Installing, Operating, and Disposing of a Gas System for the Sale, Transportation, and Distribution of Natural Gas Within the Municipal Boundaries of the City and to the Residents and Businesses Located Therein for Light, Heat, Power and any Other Purposes and the Right to Use the Present and Future Streets, Roads, Highways, Alleys, Public Ways, and Real Property in Such City and Owned or Controlled by Such City for Such Purposes; Prescribing the Terms and Conditions to Which Such Franchise and Rights are Subject; Prescribing the Term of Such Franchise and Rights; Providing for Repeal of Conflicting Ordinances; Providing for a Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date

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

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

**Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

Council Input

Input

Mayor Pro Tem Ornelas asked that everyone keep Dr. Ahmed in their prayers
Council Member Yanez thanked the staff for the use of the sports complex for the Travel team

Mayor Moore thanked Todd and Chad for the work the animal shelter

Council Member McDonald thanked Hayley for getting the monument back up on Main St.

Executive Session

Adjourn into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Evaluation of the following:

City Attorney

MOTION WAS MADE BY Council Member McDonald to adjourn into executive session at 6:14 p.m., seconded by Mayor Pro Tem Ornelas.

YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith

NAYS: None

MOTION PASSED

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

Reconvened into open session at 6:56 p.m.

No action taken.

ADJOURN

Mayor Moore adjourned the City Council Meeting at 6:57 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, GRANTING TO ATMOS ENERGY CORPORATION (A TEXAS AND VIRGINIA CORPORATION, WITH ITS PRINCIPAL OFFICE IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS) THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH CITY THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, PUBLIC WAYS, AND REAL PROPERTY IN SUCH CITY AND OWNED OR CONTROLLED BY SUCH CITY FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

Be it ordained by the City Council of the City of Big Spring that, subject to the terms and conditions hereinafter set forth, ATMOS ENERGY CORPORATION, a Texas and Virginia corporation with its principal office in the City of Dallas, Dallas County, Texas (hereinafter referred to as “Atmos”), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the City of Big Spring, Texas (hereinafter referred to as the “City”) the business of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a gas system, as hereinafter defined, for the sale, transportation, and distribution of natural gas within the municipal boundaries of the City and to the residents and businesses located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include, but not be limited to, the right to use the present and future streets, roads, highways, alleys, public ways, and other real property owned by or under the control of the City for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and

all components of the gas system, together with access, at all times and from time to time, to such streets, roads, highways, alleys, public ways, and other real property during the term hereof.

ARTICLE I

DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term “gas system” shall mean any and all pipelines, as hereinafter defined, meters, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, and appurtenances of any kind that Atmos, in its sole discretion, may deem necessary or advisable for the exercise of the franchise and rights granted to Atmos herein.

Section 1.2. Pipelines. The term “pipelines” shall mean any and all above-ground and below-ground pipes, including, but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within the City.

ARTICLE II

TERM

Section 2.1. Term. Unless earlier terminated in accordance with the terms and provisions hereof, the term of the franchise and rights hereby granted to Atmos shall be for a period of ten (10) years, commencing on the effective date hereof as defined in Section 7.6 below.

ARTICLE III

ACKNOWLEDGMENT AND GRANT OF SPECIFIC RIGHTS OF ATMOS

In addition to the franchise and rights granted herein to Atmos, the City acknowledges that Atmos has, and hereby grants to Atmos, the following rights and powers:

Section 3.1. Right to Contract. Atmos may enter into separate gas service contracts with industrial or other consumers in the City whose average consumption of gas generally is substantially in excess of the average consumption by residential or commercial consumers or whose service requirements generally are substantially different from the average service

requirements of residential or commercial consumers. Such contracts may provide for rates different from the rates applicable to such residential and commercial consumers.

Section 3.2. Discontinuance of Service. Atmos may discontinue service to any residential or commercial consumer for any lawful reason, including, but not limited to, such consumer's failure to pay, when due, any indebtedness owed by such consumer to Atmos.

Section 3.3. Reconnection Charges. In addition to any and all other proper charges, Atmos may charge and collect from any residential or commercial consumer whose service has been discontinued by Atmos a reasonable reconnection or similar charge for recommencing service to such consumer.

Section 3.4. Adoption of Rules. From time to time during the term hereof, Atmos may, subject to any and all valid and applicable statutes, ordinances, rules, and regulations of any federal or state governmental authority or agency, make and enforce reasonable rules pertaining to Atmos' business and operations, including, but not limited to, requiring any residential or commercial consumer to execute and deliver a written contract or amendment to an existing written contract prior, and as a condition, to the initial commencement, recommencement, or continuation of service to such consumer.

Section 3.5. Removal of Gas System. Atmos may remove all or any portion of the gas system upon the termination by the City, pursuant to Article VI of this Ordinance, of the franchise and rights granted hereby.

Section 3.6. Consumer Preferences. Atmos may give preference to residential consumers over other consumers during periods in which the total volume of gas available for distribution to and within the City is insufficient, for any reason whatsoever, to adequately supply all residential and commercial consumers.

ARTICLE IV

OBLIGATIONS OF ATMOS

Section 4.1. Franchise Fee.

(a) As consideration for the grant of the franchise and rights herein and for the use by Atmos of the streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City, Atmos shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to three and one-half percent (3.5%) of Atmos' gross receipts derived from the sale, transportation, and distribution by Atmos of natural gas within the City

limits during the preceding calendar quarter. Additionally, Atmos shall pay to the City, within thirty (30) days after the end of each calendar quarter, a franchise fee equal to three and one-half percent (3.5%) of the value of gas transported by Atmos Energy for transport customers through the Gas System of Atmos to a delivery point within the City (excluding the value of any gas transported to another gas utility in the City for resale to its customers within the City), with the value of such gas to be established by utilizing Atmos' monthly Weighted Average Cost of Gas charged to industrial customers in the West Texas division, as reasonably near the time as the transportation service is performed. At any time during the term of this franchise, the City may increase the franchise fee payable hereunder, subject to and in accordance with all of the following terms and conditions:

- (1) The City may increase the franchise fee only if the franchise fee, as so increased, constitutes a charge for Atmos' use of the City's streets, roads, highways, alleys, public ways, and other real property that is reasonable and lawful. Such increase must be adopted by the governing body of the City at a public hearing that is held no earlier than thirty (30) days following the delivery to Atmos by the City, in person or by certified or registered mail, of a written notice stating the reason for, and the date, time, and place of, such hearing.
- (2) The franchise fee may not be increased pursuant to this Subsection 4.1(a) more than one time in any five-year period during the term of this franchise.
- (3) The franchise fee may not be increased at any one time by an amount exceeding one-half of one percent (0.5%) of Atmos' gross receipts derived from the sale, transportation, and distribution by Atmos of natural gas within the municipal boundaries of the City; and the total franchise fee payable hereunder may not be increased during the term hereof to an amount exceeding the lesser of (i) five percent (5%) of such gross receipts or (ii) the percentage of gross receipts payable by any electric utility doing business within the City pursuant to a franchise granted by the City.
- (4) In the event the franchise fee provided herein exceeds that franchise fee amount that is recovered by Atmos as part of its base rates for natural gas service charged to its customers within the City, or if the franchise fee is increased in accordance with this Subsection 4.1(a), the City agrees that Atmos may immediately add a line-item surcharge to the monthly bills of Atmos' customers located within the City in an amount sufficient to recover such excess or increase.

(b) Nothing in Subsection 4.1(a) shall preclude, or be deemed to preclude, Atmos and the City from agreeing to an increase in the franchise fee in excess of the limitations imposed in such subsection.

(c) The franchise fee, together with any and all charges of the City for water, sewage, and garbage services provided by the City to Atmos, any and all sales taxes collected by Atmos, and any and all ad valorem taxes assessed by the City against Atmos' property, shall constitute the only amounts for which Atmos shall be obligated to pay to the City and shall be in lieu of any and all other costs, levies, assessments, fees, or other amounts, of any kind whatsoever, that the City, currently or in the future, may charge Atmos or assess against Atmos' property.

Section 4.2. No Obstruction of Public Property. Atmos shall not, unnecessarily or for any unreasonable period of time, obstruct or interfere with the public use of any of the streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City.

Section 4.3. Repair of Damages. Atmos shall repair any and all damages caused solely by Atmos to any streets, roads, highways, alleys, public ways, or other real property owned or controlled by the City and shall restore, as nearly as practicable, such property to substantially the same condition immediately prior to the incident causing such damage. The City may, from time to time, adopt reasonable ordinances regulating such work.

Section 4.4. Conduct of Work and Activities. Atmos shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

Section 4.5. Use of Alleys. Atmos shall attempt to utilize the alleys of the City insofar as is reasonably practicable in conducting its work and activities hereunder. Notwithstanding the foregoing, however, Atmos may, when reasonably necessary, utilize the streets and any other public ways owned or controlled by the City to perform such work and activities.

Section 4.6. Service and Supply. Atmos shall use reasonable care to furnish good and reliable service and an adequate supply of natural gas.

Section 4.7. Installation of Underground Pipelines. Atmos shall, when reasonably practicable, install all pipelines under-ground at such depth and in such manner so as not to interfere with the existing pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned or controlled by the City.

Section 4.8. No Discrimination Between Consumers. Subject to Atmos' rights set forth in Article III of this Ordinance, Atmos shall not discriminate against any consumer with respect to charges for natural gas or services rendered under substantially the same circumstances to other consumers of the same classification.

Section 4.9. Changes in Gas System.

(a) Atmos shall, upon written request from the City, change the location, position, route, or depth of any pipeline or other component of the gas system if and when such change becomes reasonably necessary because of a change in the grade of any street, road, highway, alley, public way, or other real property owned or controlled by the City or because of any change in the location of, or in the manner of maintaining, constructing, laying, repairing, removing, replacing, installing, or operating any pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned or controlled by the City. The City's written request for such change must set forth, in detail, all of the essential elements and specifications of the requested change.

(b) Atmos may seek payment from any governmental entity or agency, person, or party of any amount to which Atmos may be entitled because of such change in location, position, route, or depth or because of the abandonment of any pipeline or other component of the gas system regardless of whether such pipeline or component is wholly or partially located in any public or private way or right-of-way.

Section 4.10. Service to New Areas. If during the term of this franchise the boundaries of the Town are expanded, the Town will promptly notify Atmos in writing of any geographic areas annexed by the Town during the term hereof ("Annexation Notice"). Any such Annexation Notice shall be sent to Atmos by certified mail, return receipt requested, and shall contain the effective date of the annexation, maps showing the annexed area and such other information as Atmos may reasonably require in ascertaining whether there exist any customers of Atmos receiving natural gas service in said annexed area. To the extent there are such Atmos customers therein, then the gross revenues of Atmos derived from the sale and distribution of natural gas to such customers shall become subject to the franchise fee provisions hereof effective on the first day of Atmos' billing cycle immediately following Atmos' receipt of the Annexation Notice. The failure by the Town to advise Atmos in writing through proper Annexation Notice of any geographic areas which are annexed by the Town shall relieve Atmos from any obligation to remit any franchise fees to Town based upon gross revenues derived by Atmos from the sale and

distribution of natural gas to customers within the annexed area until Town delivers an Annexation Notice to Atmos in accordance with the terms hereof.

Section 4.11. Schedule of Rates. Atmos shall, at all times, keep on file with the City a schedule setting forth current residential and commercial rates for natural gas and services rendered to customers within the City. Nothing contained in this Ordinance, however, shall adversely affect Atmos' right to apply for an increase in all or any of its rates at any time and from time to time during the term hereof and to a lawful and equitable decision with respect to any such application.

Section 4.12. Rebates. Atmos shall not grant, directly or indirectly, any rebate, in the form of money or any other thing of value, to any consumer in order to circumvent the rate schedule filed with the City pursuant to Section 4.10 of this Article IV.

Section 4.13. Maps of Gas System. Atmos shall have available a map or maps showing the current location of all pipelines and other components of Atmos' natural gas distribution facilities located in the City.

Section 4.14. Bond for Removal of Gas System. Atmos shall, upon electing to remove all or any portion of the gas system in accordance with Section 3.5 of Article III of this Ordinance, file with the Secretary of the City a bond in a reasonable amount and with a proper and adequate surety, securing Atmos' obligation to promptly repair, at Atmos' sole expense, any damage to any real property owned or controlled by the City caused by Atmos' removal of all or any portion of the gas system and to restore such property to substantially the same condition it was in immediately prior to the incident causing such damage.

ARTICLE V

RIGHTS OF THE CITY

Section 5.1. Use of City Property. The right of Atmos hereunder to use any streets, roads, highways, alleys, public ways, and other real property owned or controlled by the City shall in no way affect the right of the City or its agents to maintain, construct, lay, repair, remove, replace, install, or operate any pavement, curbs, gutters, or underground wires, cables, or water or sewer pipes owned by the City and located on or near such streets, roads, highways, alleys, public ways, and other real property.

Section 5.2. Inspection of Books and Records. The City may, at its sole expense and, upon reasonable prior notice, at any reasonable time during normal business hours, inspect and copy any of Atmos' books and records, wherever located, pertaining to and directly affecting the rights of the City arising under or by virtue of this Ordinance.

ARTICLE VI

REMEDIES UPON DEFAULT BY ATMOS

Section 6.1. Termination of Franchise and Rights. In the event of a substantial breach by Atmos of any material provision of this Ordinance, the City may terminate the franchise and rights granted to Atmos hereunder, provided, however, that such termination shall not be effective unless and until the procedures described below have been followed:

(a) The City must deliver to Atmos, by certified or registered mail, a written notice signed by the Mayor, attested by the Secretary, and sealed with the official seal of the City. Such notice must (i) fairly and fully set forth in detail each of the alleged acts or omissions of Atmos that the City contends constitutes a substantial breach of any material provision hereof, (ii) designate which of the terms and conditions hereof the City contends Atmos breached, and (iii) specify the date, time, and place at which a public hearing will be held by the governing body of the City for the purpose of determining whether the allegations contained in the notice did in fact occur, provided, however, that the date of such hearing may not be less than thirty (30) days after the date of such notice.

(b) Within ten (10) days following the adjournment of the public hearing described in Subsection 6.1(a) above, the City must deliver to Atmos, by certified or registered mail, a written notice signed by the Mayor, attested by the Secretary, and sealed with the official seal of the City, setting forth (i) the acts and omissions of Atmos described in the first notice that the governing body of the City determines to have in fact occurred and (ii) the specific terms and conditions of this Ordinance listed in the first notice that the governing body of the City determines to have in fact been breached by such acts or omissions of Atmos.

(c) The City must permit Atmos the opportunity to substantially correct all of the breaches hereof set forth in the written notice described in Subsection 6.1(b) above within sixty (60) days after Atmos' receipt of such notice.

ARTICLE VII
GENERAL PROVISIONS

Section 7.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Atmos is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended, and the time during which Atmos is so prevented shall not be counted against Atmos for any reason. The term “force majeure”, as used herein, shall mean any cause not reasonably within Atmos' control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

Section 7.2. Other Ordinances. Except to the extent otherwise expressly provided herein, the franchise and rights granted hereby and the operations and activities performed by Atmos pursuant hereto shall be subject to all valid ordinances and regulations of the City and any valid amendments thereto insofar as, and only insofar as, such ordinances and regulations (i) do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the franchise and rights granted to Atmos hereby or (ii) do not conflict with or are not inconsistent with the terms and provisions contained in this Ordinance, such conflicting or inconsistent ordinances hereby being repealed to the extent of such conflict or inconsistency.

Section 7.3. Amendments. This Ordinance and the franchise and rights granted herein may be amended only by written agreement of the City and Atmos to such amendment.

Section 7.4. Severability. In the event any part of this Ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this Ordinance as a whole or of any part hereof.

Section 7.5. Binding Effect. This Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 7.6. Effective Date. This Ordinance shall become effective on the date on which this Ordinance is finally adopted by the City in accordance with law, and Atmos shall file with the Secretary of the City a letter stating that Atmos accepts this Ordinance as adopted and agrees to comply with and be bound by all of the terms and conditions hereof. A true and correct copy of this Ordinance as finally adopted shall be attached to such letter and by reference made a part thereof, and the letter shall be addressed to the Mayor and the governing body of the City, dated, and executed by an authorized officer of Atmos. Upon this Ordinance becoming effective, this Ordinance shall supersede any and all prior ordinances of the City, including but not limited to Ordinance No. 029-2012, regarding the subject matter of this Ordinance.

Section 7.7. Section and Other Headings. The section and other headings contained in this Ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this Ordinance.

Section 7.8. Meetings Posted and Open to the Public. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

Section 7.9. 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 applicable state law.

(b) Nothing in this Ordinance 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 Ordinance 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.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **27th** day of **June, 2023** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **11th** day of **July, 2023** with all members of the Council voting “aye” for the passage of same.

ATTEST:

CITY OF BIG SPRING, TEXAS

Tami L. Davis, City Secretary

By: _____
Robert H. Moore, III, Mayor

City's Mailing Address and Phone Number:

ATTN: City Manager
310 Nolan Street
Big Spring, Texas 79720
(432) 264-2401



Letter of Commendation Police Life Saving Achievement Award

**Presented to
Corporal Ronald Warembourg**

On April 22, 2023, at 4:30 PM, Corporal Ronald Warembourg of the Big Spring Police Department along with the Big Spring Fire Department and EMS were dispatched to a residence in the 1700 blk of Morrison in reference to a two-year-old infant male that had fallen into an above ground swimming pool and was not breathing. Corporal Warembourg was the first, First Responder to arrive on the scene where he found a female already administering CPR to the infant.

Corporal Warembourg observed that the infant appeared life-less and took over CPR from the young lady. Corporal Warembourg relied on his in-service training and began doing chest compressions on the infant. After conducting a second set of chest compressions the infant began to spit up water and began breathing on his own. Big Spring EMS arrived soon after and took over care of the infant. Corporal Warembourg later made his way to Scenic Mountain Medical Center Emergency Room and observed that the infant child was awake, alert and crying.

On June 30th 2023, Corporal Warembourg was awarded with the **Police Life Saving Achievement Ribbon and Letter of Commendation** by the Big Spring Police Department for his courageous actions he took in providing this infant male lifesaving measures which, ultimately restored the infant's ability to breath on his own again.

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 WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; 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 were read were open to the public and that public notices of the time, place and purpose of said meetings were given as required by law.

SECTION 8. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **July, 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 **25th** day of **July, 2023** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary



Memorandum

Date: 07/11/2023

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: 2022-2023 Budget Amendment

The budget for the SAFER Grant was funded through March 31, 2023. This budget amendment will provide for the salaries for the personnel hired with SAFER Grant funds through July, 2023.

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 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.

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 for the SAFER grant ended on March 31, 2023, amendments to such budget occurred with Ordinances 030-2023 and 036-2023, and this budget amendment will continue the funding through July 31, 2023; and

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023 is hereby increased by the amount of \$80,000.00 to Department 002-012-211 SAFER Grant (and respective Personnel Services accounts) for the purpose continued funding for salaries for employees hired through the SAFER Grant funds through July 31, 2023. 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. Ordinances 030-2023 and 036-2023 remain in full effect and each are accumulative with this Ordinance.

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

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

SECTION 5. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 6. This ordinance shall be in full force and effective from and after its publication as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **July, 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 **25th** day of **July, 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS SUPPORTING THE PLANNING AND CONSTRUCTION OF THE FUTURE INTERSTATE HIGHWAY 27 IN TEXAS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Congress designated the Ports-to-Plains Corridor in Texas as a High Priority Corridor on the National Highway System;

WHEREAS, Congress designated the Ports-to-Plains Corridor in Texas and New Mexico as a Future Interstate Highway;

WHEREAS, the Ports-to-Plains Corridor Interstate Feasibility Study (the “Study”) provided an estimate of the economic impact of the Future Interstate Highway in Texas that includes \$55.6 billion in increased GDP in Texas, a 76% Return on Investment, and a Cost/Benefit Ratio of 2.4;

WHEREAS, inclusion in the Unified Transportation Plan (UTP) is important to the planning and construction of the future interstate highway because the UTP includes all transportation projects that TxDOT is developing for construction over the next 10 years;

WHEREAS, a portion of the Planning Authority required for an interstate highway is available prior to inclusion in the UTP;

WHEREAS, within the UTP funding is available for Development Authority including Initial Design, Right-of-Way, and Environmental; and

WHEREAS, Federal funding through discretionary grants and appropriations requests will accelerate the development and construction of the Interstate Highway.

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

SECTION I. That the City of Big Spring urges TxDOT to invest in the development and construction of Future Interstate Highway 27 through pre-UTP Planning Authority, Development Authority within the UTP; and Letting Authority within the UTP.

SECTION 2. We urge the Federal Congressional Delegation and TxDOT to invest in the development and construction of Future Interstate Highway 27.

SECTION 3. This resolution to be in full force and effect from and after its passage and approval.

SECTION 4. If any portion or provision of this resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such portion or provision shall not affect any of the remaining provisions of this Resolution, the intention being that the same are severable.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **July, 2023**, with all members of the Council present voting “aye” for the passage of the same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the **25th** day of **July, 2023**, with all members of the Council present voting “aye” for the passage of the same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, RENEWING THE INFILL DEVELOPMENT INCENTIVE PROGRAM DESIGNED TO FACILITATE PRIVATE INVESTMENT TOWARD THE CONSTRUCTION OF SINGLE-FAMILY HOUSING WITHIN THE CITY LIMITS OF BIG SPRING AND THEREFORE ENCOURAGE ECONOMIC DEVELOPMENT THAT BENEFITS THE HEALTH, SAFETY, AND WELFARE OF THE BIG SPRING COMMUNITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring (the "City") desires to encourage the investment of private resources in productive business enterprises and single and multi-family housing units in historic and economically distressed areas of the City; and

WHEREAS, the City desires to increase economic development within the City; and

WHEREAS, economic development is an important and urgent public purpose; and

WHEREAS, the City's home ownership rate is lower than the national average and lower than the Texas average; and

WHEREAS, single-family homes are essential to economic development in the City; and

WHEREAS, it is necessary and in the best interest of the City to offer certain economic development incentives to promote and encourage new private business development, and the new construction of affordable and market rate housing options for the City's historic and economically distressed areas;

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

SECTION 1. City Council hereby renews the Big Spring Infill Development Incentive Program, to facilitate private investment toward the construction of single-family housing in Big Spring and therefore encouraging economic development that benefits the health, safety and welfare of the Big Spring community, pursuant to Local Government Code Chapter 380.

SECTION 2. The City Council, as the governing body of the City of Big Spring, Texas finds that the creation of the Program serves a public purpose by encouraging development that benefits the health, safety and welfare of the citizens of Big Spring.

SECTION 3. This infill incentive program from Resolution 012-2020 is modified and renewed according to the terms of this Resolution. The renewed program is recognized to have begun July 14, 2020 and shall expire on July 31, 2026 (“the program period”).

SECTION 4. The City Council as the governing body of the City of Big Spring, Texas does hereby create and establish the following economic development incentive program within zones in which single-family homes may be established and authorizes the City Manager or his or her designee to form agreements, as specified herein, offering the following enumerated incentive program without further Council action.

To participate in the program, a building project must meet the following requirements:

- A. The project shall be a new building project or a renovation building project;
- B. The building project shall be within the city limits of Big Spring;
- C. The building project is to occur within a single parcel;
- D. The building project includes a “single family dwelling” as defined by the Big Spring Zoning Ordinance;
- E. The building project shall meet all Big Spring Zoning and Building Code requirements;
- F. All contractor and subcontractor permits for the project must be purchased during the program period;
- G. Demolition permit and Water and Sewer Tap Permits are included in the program if the permit are part of a project as specified herein; and
- H. The General Contractor of a building project qualified to participate in the Incentive Program shall sign a Program Agreement, and the City Manager, or his or her designee, shall countersign; and
- I. Accessory Buildings (other than a detached garage) are excluded from the program.

SECTION 5. The program offers the following incentives. For such construction, the developer will be offered a discount rate and a rebate rate.

A. Definitions:

- 1. The discount rate is the percentage of the regular permit fees that the contractor will be charged. The discount rate does apply to the 90-day renewal permit fee for the program.
- 2. The rebate rate is the percentage of the fees the contractor did pay for this specific project. The rebate rate does apply to the 90-day renewal permit fee for the program.

3. The builder or contractor is the person or organization primarily responsible for the project, such as the general contractor.

B. Discount rate and rebate rate are as follows:

1. For a home that is 1500 square feet or less gross living area (“GLA”), the discount rate is 25%. The rebate rate is 100%.
2. For a home that is 1500.01 square feet to 2500 square feet GLA, the discount rate is 50%. The rebate rate is 75%.
3. For a home that is 2500.01 square feet to 3500 square feet GLA, the discount rate is 75%. The rebate rate is 50%.
4. For a home that is 3500.01 square feet or more GLA, no discount rate or rebate rate is offered.

SECTION 6. The Building Official shall confirm that the final inspections for the project completed within 180 days of the first permit issued for the project, with allowance for a renewal of each permit for an additional 90 days at the discount rate. The City shall issue payment in the amount of the rebate rate to the builder upon submission of a rebate request by the builder.

SECTION 7. A project shall still qualify for the rebate if the project is completed within the specified number of days, and the completion falls no more than 90 days outside the program period.

SECTION 8. Exception: If the Building Official determines that work associated with a program project has not proceeded according to the requirements of the City Zoning and/or Building Codes, and the Building Official files a complaint with Municipal Court regarding the violation of the codes, the Building Official shall immediately forward a copy of such complaint to the City Manager. The City Manager shall examine the evidence and have the authority to revoke the Contractor from the program for the affected project, for more than the affected project, for all projects, or to not revoke the Contractor’s project or projects. Such determination shall be at the City Manager’s discretion pursuant to his determination that the action is in the best interest of the City of Big Spring, with the Mayor having the authority to decide an appeal of the City Manager’s decision if filed within 10 days of it. The Municipal Court’s adjudication of the Building Official’s complaint shall not be disturbed thereby.

SECTION 9. All provisions of any resolution in conflict with this Resolution are hereby superseded or repealed to the extent they are in conflict.

SECTION 10. It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 11. This Resolution shall be effective immediately upon its passage.

PASSED AND APPROVED on first reading during a regular meeting of the City Council on this **11th** day of **July, 2023**, with all members voting “aye” for passage of the same.

PASSED AND APPROVED on second and final reading during a regular meeting of the City Council on this **25th** day of **July, 2023** with all members voting “aye” for passage of the same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Exhibit A: Timeline

July 15, 2020 – Program period begins.

January 11, 2021 – The 180th day after July 15, 2020. Permits taken out on July 15, 2020 under the program must be completed by this date to qualify for the rebate, unless a 90-day renewal permit was issued prior to the expiration of the original permit.

July 14, 2023 – Program period ends.

January 10, 2024 -- The 180th day after July 14, 2023. Permits taken out on January July 14, 2023 under the program must be completed by this date to qualify for the rebate, unless a 90-day renewal permit was issued prior to the expiration of the original permit.

April 9, 2024 – The 90th day after January 10, 2024. Renewals of 90 days for permits originally taken out on January 10, 2024 under the program end on this day. To qualify for the rebate, such projects must be complete on this day or earlier.

Exhibit B: Sample Application for the Program

Full Legal Name of General Contractor: _____

Address: _____

Mailing address (if different): _____

Phone number: _____

Project address: _____

Square feet of single-family home for project: _____

I hereby apply for the Big Spring Infill Program for this project. I request the discount rate, and upon completion as confirmed by the Building Official, the rebate. I have been given a copy of the Program requirements. I agree to abide by all the program requirements.

Signature of Legal Signing Authority for Builder _____

Print name: _____

Date: _____

Signature of City official signing agreement: _____

Print Name: _____

Title: _____

Date: _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING THE CITY MANAGER TO INITIATE ANNEXATION OF PROPERTY OWNED BY THE CITY OF BIG SPRING TO BE ANNEXED INTO THE CITY LIMITS; SAID PROPERTY BEING DESCRIBED AS APPROXIMATELY 11.06 ACRES IN LT 1, BLOCK 1, MID TEX CORNELL CORRECTIONS PRISON, ALSO KNOWN AS 1801 WEST I-20, IN BIG SPRING, HOWARD COUNTY, TEXAS, ADJACENT TO THE CITY OF BIG SPRING, TEXAS CITY LIMITS AND APPROVING A SERVICE PLAN AGREEMENT FOR SUCH AREA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring owns property that is contiguous to the City of Big Spring, Texas, and wishes to annex said property into the City limits pursuant to the state law provisions for voluntary annexation; and

WHEREAS, Texas Local Government Code section 43.0671 authorizes the City of Big Spring, Texas to annex on petition of the area's landowners; and

WHEREAS, in accordance with state law, this Resolution shall serve as the petition of the City of Big Spring for annexation as filed with the City of Big Spring, Texas; and

WHEREAS, the City Council of the City of Big Spring, Texas, hereby finds that this petition and plat attached as Exhibit 1 is properly filed pursuant to Texas Local Government Code Section 43.0671; and

WHEREAS, a written agreement regarding services as required by Texas Local Government Code Section 43.0672 is attached hereto as Exhibit 2.

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

SECTION 1. The City Council accepts the petition for voluntary annexation of approximately 11.06 of land acres in LT 1, Block 1, Mid Tex Cornell Correction Prison, also known as 1801 West I-20 in Big Spring Howard County, Texas, and depicted on the plat attached hereto as Exhibit 1.

SECTION 2. The City Council approves the written statement regarding services to be provided upon annexation, for the property described in Exhibit A.

SECTION 3. The City Council authorizes and directs the City Manager or designee to publish notice in the Big Spring Herald, a newspaper having general circulation in the City of Big Spring, Texas and within the territory to be annexed, about a public hearing to be held on August 8, 2023 to give all interested persons the right to appear and be heard on the proposed annexation of such land.

SECTION 4. The City Council directs that that said publication be on or after the 20th day but before the 10th day before the date of the public hearing, and the same notice published shall be posted on the City’s website for the same corresponding time frame.

SECTION 5. This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **July, 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 **25th** day of **July, 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

Exhibit A
[attach petition for voluntary annexation]

Exhibit B
[attach service agreement]

MUNICIPAL SERVICES STATEMENT

FOR ANNEXATION OF 1801 WEST I-20

This Statement is made in by the City Council of the City of Big Spring, Texas, as owner of the property described and set forth in Exhibit A attached.

The following recitals are true and correct and form the basis upon which this Statement:

WHEREAS, Section 43.0671 of the LGC permits the City to annex an area if all Owners of land in an area requests the annexation;

WHEREAS, where the City elects to annex such an area, the City is required to enter into a written agreement with the property Owner(s) that sets forth the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the City is itself the owner of this parcel and while the City cannot enter into an agreement with itself, the City is hereby making this municipal services statement;

WHEREAS, the City of Big Spring is the Owner of land situated in Howard County, Texas, which consists of approximately 11.06 acres of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in Exhibit A attached and incorporated herein by reference ("Property");

WHEREAS, the City of Big Spring City Council has authorized the City Manager to facilitate the annexation of the Property;

WHEREAS, City desires to set out the City services to be provided for the Property on or after the effective date of annexation;

WHEREAS, the Annexation Case and execution of this Statement are subject to approval by the Big Spring City Council; and

NOW THEREFORE, the City Council of the City of Big Spring provides as follows:

1. **PROPERTY.** This Statement is only applicable to the Property, which is the subject of the Annexation Case.
2. **INTENT.** It is the intent of the City that this Statement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.
3. **MUNICIPAL SERVICES.**
 - a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Statement, "providing services" includes having services provided by any method or means by which the City may extend municipal

services to any other area of the City, including the City's infrastructure extension policies and developer or property Owners' participation in accordance with applicable city ordinances, rules, regulations, and policies.

- i. Fire – The City's Fire Department will provide emergency and fire protection services.
- ii. Police – The City's Police Department will provide protection and law enforcement services.
- iii. Emergency Medical Services - The City's Fire Department will provide emergency medical services.
- iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations.
- v. Publicly Owned Parks, Facilities, and Buildings
 1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, the aquatic center, etc.), and buildings throughout the City and as owned by the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
 2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
- vi. Streets The City will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws.
- vii. Water and Wastewater
 1. Owners are responsible for connecting to the City water and wastewater systems according to City specifications, rules and guidelines. Owners are also responsible for building water mains in the Property according to City specifications, rules, and guidelines. Once connected to the City's water and wastewater mains, the City water system will be provided by the City at rates established by City ordinances for such service.
 2. New homes will be required to connect to the City's water and sewer system at the Owners' expense.
- viii. Solid Waste Services – The City will provide solid waste collection services in

accordance with existing City ordinances and policies, except where prohibited by law.

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

- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owners understand and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.

- 4. **CONSENT TO ANNEX.** The City Council of the City of Big Spring, Texas authorizes the annexation the Property.
- 5. **AUTHORITY.** City Council represents that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Statement. City acknowledges that approval of the Annexation Case is within the sole jurisdiction of the City Council.
- 6. **SEVERABILITY.** If any part, term, or provision of this Statement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the City will be construed as if the part, term, or provision was never part of the Statement.
- 8. **STATEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Statement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Statement constitutes covenants running with the land comprising the Property and is binding on the City.
- 9. **Disclosure.** The following disclosures are made.
- 10. **Acceptance.** The City of Big Spring as the owner of the parcel hereby accepts this statement.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

Approved as to Form and Legality:

CITY OF BIG SPRING, TEXAS

City Attorney

By: _____
Name: _____
Title: _____

Attest:

Tami Davis, City Secretary

State of Texas §
County of Tarrant §

This instrument was acknowledged before me on the _day of _____, 20_,
by Jay Chapa, Assistant City Manager of the City of Big Spring, a Texas municipal corporation,
on behalf of said corporation.

By: _____

Notary Public, State of Texas

State of Texas §
County of _____ §

This instrument was acknowledged before me on the _____day of _____, 20_,
by _____, _____ of [Name of individual signing, title (if
any)] on behalf of said _____[insert name of company or individual
where applicable].

By: _____

Notary Public, State of Texas

After Recording Return to:
City Secretary
City of Big Spring
200 Texas Street
Big Spring, Texas 76102

EXHIBIT A



Memorandum

Date: 07/11/2023

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: Safekeeping Account

The Safekeeping Account is the account that is currently held at PNC. This is the account where all of our investments (Treasury Bonds, Brokerage CD's and Agency Bonds, etc.) are held. Last year, PNC communicated that they were no longer interested in renewing our contracts. The Safekeeping Account is one of the last accounts to be switched.

It is staff recommendation that we approve the contract with US Bank and move the investments to a new Safekeeping Account.



Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)
• Signed fee schedule • Transfer authorization form (if applicable)

Return to:

Please complete every section.

Account Owner Information

Entity Name

Account title (If different than name above)

Address (Cannot be a PO Box) Designated Agent (Advisor Name)

City, State, Zip

Tax I.D. NAICS Code:

Phone number (required): (To be used for disbursement authorization, see agreement section)

www.census.gov/eos/www/naics

Are there other DBA or trade names used for the same legal entity? ☐ YES ☐ NO

If YES, please provide names:

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)

☐ Other (see instructions)

☐ 3 Exempt payee code (if any) (see bottom of page 3 for code listing)

What is the ownership structure of the entity?

☐ Majority Owned by Government (Provide website address):

☐ Federally or State Regulated Domestic Financial Institution (Provide regulator):

☐ Publicly Traded on a Domestic Exchange (Provide TickerSymbol):

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: ☒ YES ☐ NO

If NO, please submit a W-8 BEN and state the Customer's country of residence or principal registration:

(Note: If no is marked and a W-8 is provided the IRS section on pg. 4 does not apply)

2. Is the entity headquartered outside the United States? ☐ YES ☒ NO If YES, what country is it located in:

3. Are there physical locations or business addresses for the entity outside the U.S. ☐ YES ☒ NO If YES, list addresses:

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity is not bound to estimates provided.

1. Primary function of the Entity. (Provide specific information about the entity's business activities).

2. Purpose of the account. (Please provide the reason the Customer is establishing the custody account).

3. Entity's annual revenue. (\$)

4. Entity's primary source of revenue.

Customer Background and Anticipated Activity (cont.)

5. Entity's source of funds for initial and future funding (if any) (Check all that apply):

- ☐ Group savings and/or investments ☐ Earnings from profession or business ☐ Sale of business ☐ Insurance proceeds
☐ Charitable donation or gifts ☐ Corporate assets or investments ☐ Other: Tax revenue

6. From where will **initial funding** for this account originate (Answer all that apply):

- ☐ Domestic predecessor bank trustee or custodian: name of institution
☐ Domestic predecessor broker/dealer custodian: name of institution PNC Bank
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
☐ Initial funding - no existing assets held elsewhere
☐ Other _____

7. From where will **ongoing funding** for this account originate (Answer all that apply):

- ☐ Domestic predecessor bank trustee or custodian: name of institution
☐ Domestic predecessor broker/dealer custodian: name of institution _____
☐ Foreign predecessor bank or broker/dealer: name of institution _____
☐ Additional Investors _____
☐ Other _____

8. Method of initial and ongoing funding for this account to be transmitted by (Check all that apply):

- ☐ Wire transfer ☐ Transfer from existing U.S. Bank Account ☐ Check(s) ☐ In-kind transfer from predecessor custodian or trustee
☐ Foreign wire transfer ☐ Other _____

9. Transactions

a) Anticipated number of cash transactions in and out of the account, per year: ☐ 0-10 ☐ 11-50 ☐ 51-100 ☐ 100 +

b) Anticipated dollar range of cash transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000

☐ \$50,001- \$100,000 ☐ \$100,001- \$500,000 ☐ \$500,001+

c) Method of disbursements. Check all that apply. ☐ Wire ☐ Check ☐ ACH ☐ Transfer to another U.S. Bank account

d) Will any disbursements be sent outside the United States? ☐ YES ☐ NO

If YES, please list countries:

10. Trading

a) Anticipated number of trades in and out of the account, per year: ☐ 0-10 ☐ 11-50 ☐ 51-100 ☐ 100 +

b) Anticipated dollar range of trade transactions: ☐ \$0-\$5,000 ☐ \$5,001- \$10,000 ☐ \$10,001- \$20,000 ☐ \$20,001- \$50,000

☐ \$50,001- \$100,000 ☐ \$100,001- \$500,000 ☐ \$500,001+

Tax Lot Methods

For the purpose of complying with Internal Revenue Service regulations requiring cost basis reporting, please select the tax lot selection method for the Account. *Bank recommends that Customer consult with Customer's tax advisor if Customer is unsure of the option that is best for them.*

- ☐ **Minimize Gain** - Shares are sold from tax lots having the highest per unit federal tax cost with a holding period of more than one year.
- ☐ **First In First Out ("FIFO")** – Shares are sold from tax lots having the earliest federal tax acquisition date.
- ☐ **Last In First Out ("LIFO")** – Shares are sold from tax lots having the most recent federal tax acquisition date.
- ☐ **Highest Federal Cost First Out ("HIFO")** – Shares are sold from tax lots having the highest federal tax cost per share.
- ☐ **Lowest Federal Cost First Out ("LOFO")** – Shares are sold from tax lots having the lowest federal tax cost per share.
- ☐ **Specify Tax Lot** – Shares are sold from tax lots that you specify.
- ☐ **Average Federal Tax Cost** – Shares are sold across all tax lots using the average cost. If the Account holds investments for which this method is not permitted, the FIFO default method will be used, unless Bank is directed otherwise.
- ☐ **Maximize Gain** - Shares are sold from tax lots having the lowest per unit federal tax cost.

If Customer does not specify a particular tax lot or method above, Customer acknowledges that the FIFO method will be used. If Customer wishes to use a tax lot selection method that is different from what is selected above, on an individual investment or transaction basis, Customer may make that selection when executing the trade.

Shareholder Communications Act Election

Under the Shareholder Communications Act of 1985, as amended, Bank must try to permit direct communications between a company that issues a security held in the Account (the "Securities-Issuer") and any person who has or shared the power to vote, or the power to direct the voting of, that security (the "Voter"). Unless the Voter registers its objection with Bank, Bank must disclose the Voter's name, address, and securities positions held in the Account to the Securities-Issuer upon the Securities-Issuer's request ("Disclosure").

To the extent that Customer is the Voter, Customer hereby (i) acknowledges that failing to check one and only one line below will cause Customer to be deemed to have consented to Disclosure, and (ii) registers their:

- ☐ Consent to Disclosure ☐ Objection to Disclosure

Sweep Designation

To the extent Bank has received no investment direction for cash, commonly referred to as uninvested cash, Bank will use such Assets to purchase the following (*check only one*):

- | | |
|---|---------|
| ☐ x U.S. Bank Liquidity Plus | Class Y |
| ☐ U.S. Bank Non-Interest- Bearing Deposit | |
| ☐ First American Government Obligations Fund | Class Y |
| ☐ First American Prime Obligations Fund | Class Y |
| ☐ First American Tax-Free Obligations Fund | Class Y |
| ☐ First American Treasury Obligations Fund | Class Y |

☐ Other (Consult with Designated Agent to see what options may be available)

For terms, conditions, and disclosures relating to the end-of-day cash sweep options above, see the Agreement below.

If the foregoing does not designate one and only one sweep investment option (or there is (a) incomplete information in "Other", or (b) a sweep designation that the Designated Agent and Bank have not established as an option for your Account) then Customer is deemed to have designated the U.S. Bank Liquidity Plus sweep. The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The Designated Agent can change the sweep designation at any time by providing such direction to Bank. Changes to sweep designations may result in changes to account fees; consult the Fee Schedule and the Designated Agent for further information.

The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – A real estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Statements and Online Access

U.S. Bank offers online access to your account. Please provide the following information for those who require online access.

Bank will furnish each Statement Recipient with (i) an Account statement with the frequency designated below (or as subsequently agreed upon by Bank and Customer) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". If Annually is the only frequency selected, client will also receive Quarterly statements.

Name	Sandy Smith	Phone Number	432-264-2517
Address	310 Nolan St		
	Big Spring, TX 79720		
Email	sgsmith@mybigspring.com	Existing PIVOT ID	

Statement Frequency: ☒ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☒ Online ☐ Print and Online

Name	Todd Darden	Phone Number	432-264-2401
Address	310 Nolan St		
	Big Spring, TX 79720		
Email	tdarden@mybigspring.com	Existing PIVOT ID	

Statement Frequency: ☒ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☒ Online ☐ Print and Online

Name	Robert Moore	Phone Number	432-264-2301
Address	310 Nolan St		
	Big Spring, TX 79720		
Email	rmoore@mybigspring.com	Existing PIVOT ID	

Statement Frequency: ☒ Monthly ☐ Quarterly ☐ Annually **Delivery Method:** ☐ Print ☒ Online ☐ Print and Online

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf.

Name/Title	Sandy Smith, Finance Director	Signature	
Name/Title	Todd Darden, City Manager	Signature	
Name/Title	Robert Moore, Mayor	Signature	
Name/Title		Signature	

Agreement and Signature

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested
- e) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

A "senior political figure" is a domestic or foreign senior official in the executive, legislative, administrative, military or judicial branches of a government (whether elected or not), a senior official of a major political party, or a senior executive of a government-owned corporation. In addition, a senior political figure includes any corporation, business, or other entity that has been formed by, or for the benefit of, a senior political figure.

• "Immediate family" of a domestic or foreign senior political figure typically includes the figure's parents, siblings, spouse, children, and in-laws.

• A "close associate" of a domestic or foreign senior political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior political figure, and includes a person who is in a position to conduct domestic and international financial transactions on behalf of the senior political figure..

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person; and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signer's Name (please print)	Sandy Smith	Signature	
Title (please print)	Finance Director	Date	

To Be Completed By U.S. Bank

Signer's Name (please print)		Signature	
Title (please print)		Date	

Custody Agreement- CIP Exempt

This Custody Agreement (the "Agreement") is between the entity appearing as Customer on the Application above (the "Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1: DEFINITIONS

- 1.1 "Account" means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).
- 1.2 "Accounting Standards" means Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurement, or Governmental Accounting Standards Board (GASB) Codification Statement No. 72, *Fair Value Measurement and Application*.
- 1.3 "Assets" means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.
- 1.4 "Cash-flow Analysis" means a periodic written analysis of Customer's cash-flow history, short-term financial needs, long-term financial needs, expected levels and timing of deposits, expected levels and timing of distributions, liquidity needs (including but not limited to the anticipated liquidity required to make distributions), ability to provide future funding, and other significant information which could affect cash-flow or the exercise of discretion to manage the Assets.
- 1.5 "CFR" means the Code of Federal Regulations.
- 1.6 "Client-controlled Asset" means an asset that is neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository (as defined below) or with a sub-custodian nor held by Bank in unregistered or bearer form or in such form as will pass title by delivery.
- 1.7 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.8 "Depository" means any central securities depository (such as the DTC), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.
- 1.9 "DTC" means the Depository Trust Company.
- 1.10 "ERISA" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.11 "Guidelines" means the written investment objectives, policies, strategies, and restrictions for the Account (or for any Sub-accounts therein), including but not limited to proxy-voting guidelines, as amended from time to time.
- 1.12 "Harm" means claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration), and taxes.
- 1.13 "Indemnified Person" means Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns.
- 1.14 "Investment Advice" means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the Guidelines, the Cash-flow Analysis, the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.
- 1.15 "Investment Company Act" means the Investment Company Act of 1940, as amended.
- 1.16 "IRS" means the Internal Revenue Service.
- 1.17 "Legal Action" means any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account.
- 1.18 "Messaging System" means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.
- 1.19 "Plan-assets Vehicle" means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 CFR Section 2510.3-101).
- 1.20 "SEC" means the United States Securities and Exchange Commission.
- 1.21 "State" means the State of Minnesota.
- 1.22 "Statement Recipient" means Customer and anyone else Customer so designates.
- 1.23 "Sub-account" means a separate portion of the Account.

SECTION 2: APPOINTMENT AND ACCEPTANCE

- 2.1 Customer appoints Bank to provide custody services in connection with the Assets. Bank hereby agrees to hold the Assets in the Account, upon the terms and conditions set forth below.
- 2.2 Establishment of Account.
- 2.2.1 Customer hereby deposits Assets, or causes Assets to be deposited, with Bank.
- 2.2.2 Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:
- 2.2.2.1 Customer holds good and valid legal title to all Assets.
- 2.2.2.2 None of the Assets is (i) an asset of any “plan” as defined in ERISA Section 3(3); any “plan” as defined in Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.
- 2.2.2.3 Customer is neither (i) an “investment company” that is subject to registration with the SEC under the Investment Company Act, (ii) an “investment company” that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.
- 2.2.2.4 Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.
- 2.2.3 As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.
- 2.2.4 Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

SECTION 3: BOOKS, RECORDS, AND ACCOUNTS

- 3.1 Bank shall maintain proper books of account and complete records of Assets and transactions in the Account.
- 3.2 On at least five business days advance written notice, Bank shall permit Customer and Customer's independent auditors to inspect during Bank's regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4: ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

- 4.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.
- 4.2 Customer has designated the frequency of Account statements in the Application.
- 4.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.
- 4.4 Bank shall forward to any person authorized under this Agreement to direct the purchase or sale of an Asset information Bank receives with respect to the Asset concerning voluntary corporate actions (such as proxies, redemptions, or tender offers) and mandatory corporate actions (such as class actions, mergers, stock dividends, or stock splits).
- 4.4.1 Notwithstanding anything herein to the contrary, Bank will, without providing notice, (i) cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets and (ii) file any proof of claim received by Bank during the term of this Agreement regarding class-action litigation over a security held in the Account during the class-action period, regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing.
- 4.5 Upon receipt of directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

SECTION 5: POWERS OF BANK

In the performance of its duties under this Agreement, Bank shall have the power to:

- 5.1 Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.
- 5.2 Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.
- 5.3 Perform other acts necessary to the proper discharge of its duties under this Agreement.
- 5.4 Hold Assets uninvested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such uninvested cash.
- 5.5 As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.
- 5.6 Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.
- 5.7 Distribute Assets as set forth herein.
- 5.8 Safe-keep Assets as set forth herein.
- 5.9 Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.
- 5.10 Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.
- 5.11 Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.
- 5.12 Exchange foreign currency into and out of United States dollars through customary channels, including Bank's foreign exchange department.
- 5.13 Pledge the Account or any Asset as provided in any separate written control agreement among Customer, Bank, and any secured party identified therein.
- 5.14 Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

SECTION 6: PURCHASES

- 6.1 Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

SECTION 7: SALES

- 7.1 Upon receipt of directions from Customer, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8: SETTLEMENTS

- 8.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3 Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9: VALUATION; CLIENT-CONTROLLED ASSETS

9.1 For purposes of reporting the value of an Asset on an Account statement:

9.1.1 Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.

9.1.2 If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).

9.1.2.1 To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor. (ii) Such value reflects such documents, investment related information, service provider information, and fee and expense information.

9.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.

9.1.3 Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under Accounting Standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining InvestmentAdvice.

9.1.4 Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.2 Customer may direct Bank from time to time to include in the Account statements specific Client-controlled Assets that are registered in the name of Customer. In such a case, Bank has the right to exclude such assets from the Account statements or to include them with a notation about control. To the extent Bank includes them, Customer hereby acknowledges that:

9.2.1 Customer is responsible for reviewing (i) the Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets;

9.2.2 Bank is not responsible for performing any duties under this Agreement (other than statement reporting duties, as limited herein) with respect to such assets, and Customer assumes all such duties.

9.2.3 When furnishing Account statements or making third-party reports accessible, Bank may rely on information provided by Customer or by Customer's agents, affiliates, or representatives with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets) without questioning the information. To that end, Customer will cause each holder of such assets to provide Bank with a copy of such holder's periodic Customer account statements with respect to such assets.

9.2.4 Such assets are subject to the Fee Schedule between Customer and Bank.

SECTION 10: LIMITATIONS ON DUTIES

10.1 Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 CFR Section 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise.

- 10.2 The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:
- 10.2.1 Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.
 - 10.2.2 Act as trustee of the Assets.
 - 10.2.3 Act as custodian of any assets other than the Assets.
 - 10.2.4 Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment management agreement (if any).
 - 10.2.5 Provide Investment Advice.
 - 10.2.6 Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.
 - 10.2.7 Inspect, review, or examine any Client-controlled Asset or governing, offering, subscription, or similar document with respect thereto, to determine whether the asset or document is authentic, genuine, enforceable, properly signed, appropriate for the represented purpose, is what it purports to be on its face, or for any other purpose, or to execute such document, regardless of whether Bank has physical possession of such asset or document.
 - 10.2.8 (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.
 - 10.2.9 Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding equity or debt issue) for any equity issue or, if any of the following is true, for any debt issue: The debt is not registered with the SEC. The debt issue has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause. Or, the tender offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.
 - 10.2.10 Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by email or Messaging System, or entered into Customer's account in Bank's online portal, is unreliable or has been compromised, such as by identity theft.
 - 10.2.11 Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein.
 - 10.2.12 Monitor agents hired by Customer.
 - 10.2.13 Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.
 - 10.2.14 Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11: AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

- 11.1. Customer has identified the "Designated Agent", who is authorized to act on Customer's behalf, on the Application. Customer has also identified each employee of Customer who is authorized to act on Customer's behalf, by providing such information on the Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by notifying Bank of the identity thereof on a form provided by Bank. Customer shall provide to bank in writing any limits on the Designated Agent's authority or any additional agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, the Designated Agent and any additional agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request. For the avoidance of doubt, any agent shall have the right to self-impose more restrictive limitations on their authority than what Customer has authorized, for regulatory purposes or otherwise, by providing such additional self-imposed limitations to Bank in writing and Bank's written confirmation of acceptance of such limitations. In no event is any agent authorized to amend the Agreement or terminate the Agreement.

- 11.2 In the event that the Designated Agent sends an invoice to Bank and instructs Bank to have the Account pay the invoice, Customer directs Bank to pay any such invoice as presented. Bank is hereby protected and shall incur no liability for acting on such direction and Bank shall have no duty or obligation to establish or investigate whether such invoice was limited to the payment of adviser fees (as agreed between Customer and the Designated Agent or otherwise) or for other purposes.
- 11.3 Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer.
- 11.4 Customer hereby represents and warrants that any such employee or agent is duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or any agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.
- 11.5 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, or (iii) sent to Bank by Messaging System.
- 11.6 Any direction received under this Agreement by email or Messaging System, entered into Customer's account in Bank's on-line portal, or confirmed by phone as provided below, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its phone designated in the Application, to its portal account; to the email accounts of its agents, and agents' employees; and to any Messaging System used by its agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.
- 11.7 In the event that the Designated Agent directs Bank to send data elements listed under the U.S. Bank Information Security Policy as U.S. Bank Customer Confidential Data Elements and other regulatory protected data (collectively, "Protected Data") using something other than Bank's own secure encryption transmission mechanism ("Bank Encryption"), Customer agrees that (i) Bank has no responsibility or liability for questioning, evaluating, or monitoring any vendor, software, or process utilized by the Designated Agent to send Protected Data, (ii) any substitute for Bank Encryption that the Designated Agent directs Bank to use is deemed to be at least as protective as Bank Encryption regardless of the vendor, service, or process used, and (iii) Bank is fully released, held harmless, and indemnified by Customer in all aspects relating to any direction from the Designated Agent to communicate information about the Account without using Bank Encryption.
- 11.8 Customer acknowledges that, in certain circumstances, Bank may need or elect to contact Customer via phone to confirm an instruction relating to the Account. In such circumstances, Customer understands that Bank will use the phone number designated in the Application and Customer expressly authorizes the Bank to act on any confirmation or instruction provided by the individual with such telephone number. In the event that Customer wishes to add additional phone contacts who are authorized relating to the Account, Customer shall contact Bank for its then current authorization form for such purposes. Customer understands that Bank shall not be liable for any act taken upon an oral instruction received by Bank when Bank has called such number.
- 11.9 Delivery of Directions.
- 11.9.1 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address hereunder, addressed as provided hereunder, (ii) entered into Customer's account in Bank's online portal, or (iii) sent to Bank by SWIFT message from business identifier code (or any other business identifier code that Customer subsequently designates pursuant to this Agreement).
- 11.9.2 Any direction received under this Agreement by email or SWIFT message, or entered into Customer's account in Bank's online portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its portal account, to the email accounts of its employees, agents, and agents' employees, and to any SWIFT messaging system used by its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

SECTION 12: FEES AND EXPENSES

- 12.1 Customer shall pay Bank compensation for providing services under this Agreement as agreed between Bank and Customer. Bank may also receive compensation from certain mutual funds as outlined in the Mutual Fund Compensation Disclosure.
- 12.2 Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

12.3 To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

12.4 To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

SECTION 13: INDEMNIFICATION

13.1 Customer hereby indemnifies and releases each Indemnified Person and holds each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person or entity for, any Harm that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with this Agreement or the Account (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Harm resulted directly from the Indemnified Person's willful misconduct, gross negligence, bad faith, or material breach of this Agreement. Regardless of any determination relating to Bank's conduct, Customer agrees to indemnify, hold harmless, and release Bank from any Claim relating to (i) the action or inaction of the Designated Agent, or (ii) any action taken or omitted by Bank in reliance on any information, instruction, or direction provided by the Designated Agent. The foregoing provisions shall survive the Indemnified Person's termination as such and the termination of this Agreement.

13.2 No party is liable for any delay or failure in performing its obligations under this Agreement caused by wars (whether declared or not and including existing wars or the invocation of war powers), revolutions, insurrections, riots, civil commotion, acts of God, medical emergencies, outbreak of disease, pandemic or epidemic, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees (other than Bank's disputes with its employees); laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its reasonable control regardless of whether such was already in existence at the time of execution of this Agreement. Nor will any such failure or delay give any party the right to terminate this Agreement.

13.3 No party is liable for any indirect, incidental, special, punitive, or consequential damages arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement. This limitation applies even if the party has been advised of, or is aware of, the possibility of such damages.

13.4 Bank is not liable with respect to the propriety of Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 14: TERMINATION

14.1 This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement.

14.2 Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

14.3 In the event no funds are appropriated for this Agreement by the City Council of Big Spring, the City of Big Spring has an additional and separate right in any fiscal year to terminate this Agreement pursuant to Sections 14.1 and 14.2 without penalties of any sort.

SECTION 15: MISCELLANEOUS

15.1 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

15.2 Binding Obligations. Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

15.3 Complete Agreement; Amendment.

15.3.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.

15.3.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of the Fee Schedule between Customer and Bank set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

15.3.3 Control Agreements. If Customer requests that Bank execute a "control agreement" (or similarly titled agreement) with a third-party which pledges, hypothecates, or assigns rights in the Assets to that third-party and involves obligations of Bank to that third-party (which may be affiliates of Bank or Bank's lending divisions), then the terms and requirements of such agreement concerning such Assets shall supersede and control the provisions of this Agreement. Notwithstanding the foregoing, nothing in such Agreement shall be deemed to alter Bank's rights under Section 12.4 of this Agreement.

15.4 Governing Law; Venue. This agreement, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to this agreement, or the negotiation, execution, or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with the Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or based upon/relating to this Agreement or the transactions contemplated hereby or shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas, and federal courts in the Northern District of Texas, Abilene Division, or San Angelo Division. Service of process, summons, notice, or other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

15.4.1 Non-Waiver of Governmental Immunity

- 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;
- 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; and
- 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.

15.5 Successors and Assigns.

15.5.1 This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns.

15.5.2 No party may assign any of its rights under this Agreement without the consent of the other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

15.6 Severability. The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7 No Third-Party Beneficiaries. This Agreement is made solely for the benefit of the parties. No person other than such parties has any rights or remedies under this Agreement.

- 15.8 Solvency. Customer hereby represents and warrants that Customer is neither insolvent nor subject to any pending bankruptcy proceeding. Customer will promptly notify Bank of any such insolvency or proceeding.
- 15.9 Tax-Lot Selection Method. Customer has made its designation in the Application.
- 15.10 Shareholder Communications Act Election. Customer has made its election in the Application.
- 15.11 Abandoned Property. Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.
- 15.12 Legal Advice. Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.
- 15.13 Waiver of Jury Trial. Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.
- 15.14 Legal Action. If Bank is served with a Legal Action, then Bank will, to the extent permitted by law, use commercially reasonable efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying. Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.
- 15.15 Interpleader. With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such directions, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.
- 15.16 Representations and Warranties. Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.
- 15.17 Publicity. No party will disclose the existence of this Agreement or any terms thereof in advertising, promotional, or marketing materials without obtaining, in each case, the prior written consent of each other party.
- 15.18 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).
- 15.19 Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

SECTION 16: PATRIOT ACT

- 16.1 By signing above, Customer acknowledges that they have received the following important information:
- 16.2 To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires U.S. Bancorp, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account.
- 16.3 When you open an account with us, we will ask for your legal name, address, date of birth, tax identification number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

SECTION 17: Executing Broker Referral

- 17.1 Bank has created a broker-dealer referral network with various independent broker-dealers. Pursuant to separate agreements between Bank and each broker, Bank has agreed to introduce these brokers to independent registered investment advisers whose clients have, or may have in the future, custody accounts with Bank and who may wish to engage a broker to execute trades and effect securities transactions for its clients' custody accounts. Bank will receive compensation from the relevant broker in connection with such referrals.
- 17.2 To the extent that transactions for your account are executed by a broker-dealer that participates in Bank's broker-dealer referral network, Bank will receive a referral fee from such broker as described in more detail below:
- 17.3 **Broker:** Jones Trading
Referral fee payable to U.S. Bank: 50% of the brokerage fees generated by transactions executed on behalf of your account.
- 17.4 Bank's introduction of independent registered investment advisers to broker is not a recommendation of such broker or its services or in any way an endorsement of such broker or its services. Bank's introduction is based solely upon the broker's agreement to pay the referral fees noted above and Bank's determination that Bank can interface with the broker to provide custody services to the independent registered investment adviser's clients.
- 17.5 Bank is not affiliated in any manner with any broker that participates in Bank's broker-dealer referral network other than the relationship created by the referral agreement between them.
- 17.6 For more information regarding the referral arrangement, a current list of broker-dealers that participate in the Bank referral network, and the compensation that Bank expects to receive therefor, please contact your Account's customer service manager.

SECTION 18: FOREIGN ASSETS; FOREIGN CURRENCY EXCHANGE TRANSACTIONS

- 18.1 Customer hereby directs Bank to convert into U.S. Dollars any entitlement payments received by the Account with respect to foreign securities (such as corporate actions, maturities, income posting, credit interest, or tax reclamation) and execute any foreign currency exchange transactions with respect thereto through Bank's Foreign Exchange Department ("USBFX").
- 18.2 Customer hereby directs Bank to execute any foreign currency exchange transactions with respect to purchases or sales of foreign securities in the Account through USBFX, except to the extent market circumstances in certain countries require the use of a global custodian unaffiliated with Bank (an "Unaffiliated Agent")
- 18.3 Customer hereby acknowledges that Bank receives compensation when Bank executes foreign currency exchange transactions related to Account assets. Such compensation does not exceed 0.5% of the amount of the foreign currency exchange transaction.
- 18.4 Customer hereby acknowledges that an Unaffiliated Agent receives compensation when the Unaffiliated Agent executes foreign currency exchange transactions with respect to purchases or sales of foreign securities in the Account. Such compensation may be more or less than the compensation Bank would have received for executing the same foreign currency exchange transaction.
- 18.5 Customer hereby acknowledges that investments in foreign securities and foreign currency exchange transactions entail additional risks, such as default by counter-parties, currency fluctuations, political and economic instability, accounting translation adjustments, and foreign taxation. Bank has no liability for any risks relating to Customer's investments in foreign securities or foreign currency exchange transactions.
- 18.6 Customer understands that the holding of certain foreign securities or American Depositary Receipts ("ADRs") requires disclosure of Customer's personal information to vendors, sub-custodians, or local tax authorities in foreign jurisdictions to avoid tax penalties on such foreign securities or ADRs. Customer consents to any and all disclosures or releases of information by Bank (including private information about Customer, the Account, the amount of holdings) to third parties relating to foreign securities or ADRS and releases, holds harmless, and indemnifies Bank from any cost and all liability for doing so. Bank is not hereby obligated to make any such disclosure to third parties, so any failure to do so shall not constitute a breach hereunder. Customer accepts all risk and loss arising from holding foreign securities and ADRs, including tax consequences, regardless of whether Bank discloses Customer's information to third parties or not.
- 18.7 Cash held in foreign currency constitutes a direct obligation of the foreign sub-custodian or depository holding such cash and is not directly or indirectly an obligation of Bank.

SECTION 19: AUTOMATIC INVESTMENT OF END-OF-DAY CASH

Customer's Sweep Direction has been made in the Application. The following provisions apply if the corresponding sweep investment option was selected in the Application.

19.1 U.S. BANK LIQUIDITY PLUS

This Section of the Agreement covers the U.S. Bank Liquidity Plus, disclosures, terms, and conditions ("**Program Terms**") in the event that the U.S. Bank Liquidity Plus Program ("**Program**") is selected as the end-of-day cash sweep option for the Account

19.1.1 Introduction to the Program

The maximum amount of Federal Deposit Insurance Corporation ("**FDIC**") deposit insurance coverage available for funds swept under the Program is currently \$2,500,000, subject to certain exceptions and the ability to place such cash balances, as more fully explained below ("**Deposit Limit**").

The Program sweeps Customer's anticipated end-of-day cash balances in the Account up to the Deposit Limit into money market deposit accounts and transaction accounts at banks that are participating in the Program ("**Program Banks**"). The cash balances that are swept into accounts at Program Banks ("**Deposits**") are insured by the FDIC, subject to the limits described below.

To the extent Customer has cash balances in the Account that are in excess of the Deposit Limit or that are otherwise unable to be fully placed with Program Banks on a given day (for example, if funds are received after amounts are in the process of sweeping to Program Banks or if there is an inability to get funds to a Program Bank), the Program sweeps such excess cash balances into the First American Government Obligations Fund designated in the Application, above ("**Money Market Fund**"). For information about cutoff timing for transfer to Program Banks, contact Customer's account manager. Customer's cash balances that are placed into the Money Market Fund are not insured by the FDIC, but as securities, they are segregated from the assets of Bank.

Bank has appointed IntraFi Network, LLC ("**IntraFi**") to provide certain services with respect to the operation of the Program. Customer hereby appoints IntraFi as Customer's authorized agent pursuant to these Program Terms.

CUSTOMER HEREBY INSTRUCTS BANK TO ALLOCATE THE CASH BALANCES IN THE ACCOUNT PURSUANT TO THE PROGRAM. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RECEIVED AND CAREFULLY READ THESE PROGRAM TERMS BEFORE ENROLLING IN THE PROGRAM.

19.1.2 Account Eligibility

In order to obtain FDIC insurance on Deposits in the Program, Customer must provide proper and correct tax identification information to Bank.

There is no minimum deposit amount to participate in the Program and no minimum balance to maintain Customer's participation in the Program. There also is no minimum period that Customer's funds must remain on deposit in the Program. There is no penalty or fees for withdrawal of Customer's entire balance, or any part thereof, at anytime

19.1.3 Role of Bank and IntraFi

Bank is acting as Customer's agent in establishing and maintaining Program Bank accounts, including depositing or placing Customer's funds in and withdrawing Customer's funds from the Program Bank accounts and the Money Market Fund. Customer also appoints IntraFi as Customer's agent to effect deposits to and withdrawals from Program Bank accounts.

Bank uses IntraFi to allocate Customer's funds to the Program Banks and to perform certain other administrative tasks related to the Program. IntraFi is not, itself, a bank, broker-dealer, or investment adviser and does not hold any of Customer's Deposits.

19.1.4 Deposits with Program Banks up to the Deposit Limit

This Section contains the terms and conditions applicable to the sweep of cash balances in the Account up to the Deposit Limit into FDIC-insured Program Banks.

A. Deposits

Customer agrees to have cash balances up to the Deposit Limit automatically deposited into interest-bearing FDIC insured omnibus deposit accounts at the Program Banks that hold Customer's and Bank's other customers' funds, and in which Customer will hold a beneficial interest. Except as otherwise provided herein, each business day, Bank, utilizing the services of IntraFi, will deposit the cash balances in the Account up to the Deposit Limit to one or more omnibus deposit accounts maintained at the Program Banks held in the name of "U.S. Bank National Association acting as agent for customer, each acting for themselves and others" or a similar title. To accommodate for accruing interest, the initial amount swept to each Program Bank will be capped at \$249,000. Customer's ownership of Deposits will be evidenced by an entry on records maintained by Bank for each of the Program Banks at which Customer's funds are on deposit. Customer will not be issued any evidence of ownership of a Program Bank account, such as a passbook or certificate.

However, Customer's Account statement will reflect Program Bank deposit balance(s).

B. FDIC Deposit Insurance: Operation and Limitations

Customer's Deposits are deposited into interest-bearing omnibus deposit accounts at the Program Banks in a manner currently designed to provide Customer with up to \$2,500,000 of FDIC deposit insurance coverage, subject to certain exceptions described herein. FDIC deposit insurance coverage is normally available for Customer's Deposits up to the FDIC standard maximum deposit insurance amount ("**SMDIA**"), which is currently \$250,000 per legal category of account ownership at each participating Program Bank when aggregated with all other deposits held by Customer in the same Program Bank and in the same legal category of account ownership. Customer's coverage under the Program will be limited to the extent that Customer holds deposits directly, or through others, in the same recognized legal category of ownership at the same Program Banks as Customer holds Deposits through the Program. Thus, the maximum amount of Deposits eligible for FDIC insurance coverage would not exceed the SMDIA per legal category of account ownership multiplied by the number of participating Program Banks that Customer has not excluded from receiving Customer's Deposits under the Program, less any funds that Customer may hold in a Program Bank outside of the Program in the same legal category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositories ("**Ownership Categories**"). For the purposes of the Program, any custody accounts with the same tax ID will be grouped by types in the following categories for the purpose of determining deposit flow to Program Banks: trusts, personal (sole owner or joint owner), business/government (corporations, partnerships, LLCs, and similar types of entities), and benefit plan accounts (for example, IRA custody accounts, to the extent that Customer has completed additional documentation to enroll such accounts in the Program).

Until Customer's funds are actually received by the Program Banks, Customer's funds may be insured at Bank, or at its Settlement Agent, The Bank of New York Mellon, while they are held by such institution up to \$250,000 in total (to the extent that Customer do not have other deposits with Bank or the Settlement Agent). IntraFi, as Customer's agent, allocates Customer's cash balance up to the Deposit Limit among the Program Banks to seek to maximize the potential FDIC deposit insurance coverage available under the Program up to the Deposit Limit.

Bank and IntraFi will use commercially reasonable efforts to ensure that no more than \$250,000 of Customer's swept cash balances will be deposited in any single Program Bank through the Program. If Customer holds deposits in a Program Bank outside of the Program, Bank and IntraFi will not take those deposits into account in determining whether to allocate Customer's funds in the Program to a particular Program Bank. Because Bank and IntraFi would not be aware of deposits made by Customer outside of this Program, Customer is solely responsible for monitoring the total amount of all deposits Customer has at each Program Bank for purposes of calculating Customer's FDIC coverage and directing Bank to exclude particular Program Banks using the form provided.

If, for any reason, the amount deposited in any Program Bank account exceeds the applicable SMDIA, the excess Deposit amount would not be insured by the FDIC. Neither Bank nor IntraFi, shall have any liability for any insured or uninsured portion of Customer's Deposits in any of the Program Banks.

The FDIC protects Customer against the loss of Customer's insured Deposits in the event a Program Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. In the event that FDIC deposit insurance payments become necessary, Bank will assist Customer in completing required FDIC paperwork or filing on Customer's behalf by providing Customer's account information to the FDIC. However, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, Customer may be required to provide certain documentation to the FDIC before insurance payments are made.

For questions about FDIC insurance coverage, Customer may call the FDIC at 877-275-3342 or visit the FDIC's web site at www.fdic.gov.

C. Program Banks

Customer acknowledges that it has received a list of the Program Banks that will be used for the Account and understands that such is also available at www.usbank.com/LiquidityPlus (or such other web address identified from time to time on Customer's Account statement, ("**Program Website**"). Contact Customer's account manager at Bank or Customer's investment manager for the current web address of the Program Website or for questions regarding any change to the Program Website. Customer may obtain a current list of Program Banks at any time by contacting Bank or visiting the Program Website. Customer's periodic Account statements also list the Program Banks that hold Customer's Deposits and the amount in each of those Program Banks as of the statement date. In the event a Program Bank rejects additional deposits, withdraws entirely, or is terminated from participation in the Program, then Customer hereby authorize and direct that Customer's Deposits be moved to another FDIC-insured Program Bank. As such, the Program Banks that hold Customer's Deposits will typically be in the order appearing on the list of Program Banks ("**Bank List**"). Customer understands that the Bank List may change during a statement period. Visit the Program Website frequently to view the current Bank List. If Customer wants to know the Program Banks at which Customer's Deposits are located at any particular time, contact Customer's account manager.

Each Program Bank is a separate FDIC-insured depository institution. Customer can obtain publicly available financial information for all Program Banks at the FDIC's website at www.fdic.gov; or by contacting the FDIC Division of Depositor and Consumer Protection by letter at 550 17th Street, N.W., Washington, D.C. 20429-9990 or by phone at 877-275- 3342. Neither Bank nor IntraFi guarantees the financial condition of any Program Bank, or the accuracy of any publicly available information concerning a Program Bank. Customer expressly consent to Bank, IntraFi, and their service providers providing Customer's customer account information to Program Banks for purposes of Customer's involvement in the Program, as required by applicable law or FDIC regulations.

Bank may add additional Program Banks or delete Program Banks without prior notice to Customer. The order of Program Banks on the Bank List may be changed without prior notice to Customer. Cash balances will be automatically deposited in the Program Banks in the order set forth in the Bank List, subject to Customer's instructions to exclude a particular Program Bank and Bank's ability to place such cash balances with a particular Program Bank. IntraFi may transfer balances between Program Banks in such manner as it determines to be appropriate and consistent with the objectives of the Program, subject to Customer's instructions to exclude a particular Program Bank. Customer hereby agree to receive notice of Program Bank list changes (additions, deletions, or reordering) by consulting the Program Website periodically or by referencing the Account statement to see a breakdown of where Customer's Deposits in the Program are held.

The Program Bank accounts established by Bank as Customer's agent constitute direct obligations of the Program Bank(s) and are not directly or indirectly an obligation of IntraFi. The Program Bank accounts established by Bank as Customer's agent, other than at U.S. Bank National Association are not directly or indirectly an obligation of Bank.

D. Ability to Exclude Program Banks

Customer may exclude any Program Bank from holding Customer's Deposits by notifying Bank using the opt-out form provided by Bank. Requests to exclude a Program Bank typically will be processed on the next business day after received by Bank, or promptly thereafter. If Customer exclude any Program Banks, the maximum level of FDIC insurance available under the Program may decrease.

E. Interest

Customer receives interest on the balance of Customer's Deposits held at the Program Banks. The amount of paid interest applicable to Customer's Deposits will be stated on the Account statement. The interest rate paid to Customer is subject to change at any time. Changes in interest rates applicable to Customer's Deposits will be posted on the Program Website. Bank strongly encourages Customer to regularly check the Program Website for information about current rates or changes, especially whenever the Federal Reserve has announced or is expected to announce a change in rates.

Interest will be posted monthly to the Program Bank account unless an event occurs that results in interest posting sooner. Interest will accrue on deposits from the day they are received in investible form by the Program Bank through the business day preceding the date of withdrawal from the Program Bank. The "daily balance method" is used to calculate interest. This method applies a daily periodic interest rate to the principal in the account for the period. The daily rate is 1/365 (or 1/366 in a leap year) of the applicable annual rate.

The interest rate Customer earns on Customer's Deposits may be higher or lower than the rates available to depositors making non-Program deposits with Program Banks directly, through other types of accounts at Bank, or with other depository institutions in comparable accounts. Customer should compare the terms, rates of return, required minimum amounts, charges and other features of a Deposit with other accounts and investment alternatives.

F. Compensation and Fees

Each Program Bank may profit from the difference between the interest it pays on Deposits and the income it earns on loans, investments, and other business operations.

Each Program Bank may pay Bank and/or IntraFi fees for its services related to Customer's Deposits equal to a percentage of the average daily Deposit balance in the accounts at the Program Bank. Bank may share such fees with IntraFi. The amount of any fees a Program Bank pays could directly affect the interest rate paid by the Program Bank on Customer's Deposits. The fees paid to Bank and/or IntraFi by each Program Bank may vary. Bank and IntraFi may earn a higher fee if Customer participate in the Program than if Customer invest in other investment products.

19.1.5 Money Market Fund Investment for Amounts not Held by Program Banks

This Section contains the terms and conditions applicable to the sweep of any cash balances in the Account into the Money Market Fund. Any cash balance in the Account in excess of the Deposit Limit will not be swept into Program Banks (as described above), but will be swept into the Money Market Fund. Customer's deposits that are placed in the Money Market Fund are not FDIC-insured.

The Money Market Fund is registered with the U.S. Securities and Exchange Commission ("**SEC**") as a registered open-end investment company under the Investment Company Act of 1940 and its shares are registered for public distribution under the Securities Act of 1933. Although the Money Market Fund's net asset value ("**NAV**") is normally expected to be \$1.00 per share, there is no guarantee that the Money Market Fund will be able to preserve the NAV per share and Customer could lose money by investing in the Money Market Fund.

Customer acknowledges that Customer has received the Money Market Fund prospectus and understands the information in the prospectus regarding the Money Market Fund's fees and expenses. U.S. Bancorp Asset Management, Inc. is the Money Market Fund's investment adviser and provides shareholder services, U.S. Bancorp Fund Services, LLC provides accounting, administration, and transfer agent services, and Bank is the custodian of the Money Market Fund's assets. U.S. Bancorp Asset Management, Inc. and U.S. Bancorp Fund Services, LLC are affiliated with the Bank. Customer acknowledges that investment advisory, custodial, distribution and other services will be provided, for compensation, to the Money Market Fund by Bank and its affiliates. The fees received by Bank and its affiliates are described in the Money Market Fund prospectus. Please see the prospectus for the Money Market Fund for additional information, including the Money Market Fund's investment objective and strategy and the risks of investing in the Money Market Fund.

CUSTOMER UNDERSTANDS THAT THE MONEY MARKET FUND IS NOT INSURED BY THE FDIC AND THAT THE FUNDS ARE NOT OBLIGATIONS OF NOR GUARANTEED BY BANK, INTRAFI, ANY OF THEIR AFFILIATES, OR ANY BANK. CUSTOMER FURTHER UNDERSTANDS THAT INVESTMENT IN THE MONEY MARKET FUND INVOLVES RISKS, INCLUDING THE POSSIBLE LOSS OF PRINCIPAL.

While a registered investment company, such as a money market mutual fund, is bound by fiduciary obligations to its shareholders to seek the highest rates prudently available, Bank, IntraFi, and the Program Banks are under no such obligation.

19.1.6 Withdrawals

Each business day, as needed to pay for purchases made in the Account or other withdrawals from the Account, Bank or its agent bank will withdraw Customer's cash from the Program Bank accounts and Money Market Fund (if applicable). Customer consents to have Customer's funds automatically withdrawn from the Money Market Fund and/or the Program Bank accounts in the event of a debit in the Account. Withdrawals will generally be processed on a "Last In First Out" basis, meaning the amounts in the Money Market Fund or the lowest Program Bank on Customer's bank list will be withdrawn first.

Under federal regulations, Program Banks may reserve the right to require seven (7) days' notice before permitting a transfer of funds out of a money market deposit account or certain transaction accounts. While the Program Banks have not indicated their intention to implement such a policy, a Program Bank may, at any time, choose to do so.

Redemption of Customer's holdings in the Money Market Fund (if any) will be processed in accordance with the policies described in the Money Market Fund's prospectus.

Customer cannot directly withdraw funds allocated through the Program from any of the Program Banks or the Money Market Fund.

If Customer request a complete withdrawal or the Account is closed for any reason, Customer may have to wait a period of time for all of the interest to be posted to the Account since interest can only be credited to the Account once interest is credited by the Program Banks to the Program Bank accounts. Depending on when the Program Banks post interest to the

Program Bank accounts, there could be a delay between the date of Customer's withdrawal request and the date on which Customer receives all of the interest that accrued in the Program Bank account up to the effective date of Customer's withdrawal.

19.1.7 Account Statements

Activity with respect to Customer's participation in the Program, including interest earned for the period, dividends received for the period, and the total of Customer's Deposit balances and Customer's shares of the Money Market Fund, will appear on Customer's periodic Custody Account statement. If Customer receives consolidated account statements for multiple accounts, such statement will not include a breakdown by Program Bank. Customer will not receive a separate statement from the Program Banks or the Money Market Fund.

19.1.8 Customer's Responsibility to Monitor Automatic Cash Investment Options

Customer is responsible for, and should speak with Customer's investment manager about, monitoring this automatic sweep option for the Account. As returns on the Deposits, the Money Market Fund, Customer's personal financial circumstances and other factors change, it may be in Customer's financial interest to invest in other investment vehicles. Contact Customer's investment manager for other investments that may be available. Bank is not Customer's investment manager and does not exercise any discretion when administering the Program and Customer acknowledges that it has not relied on any investment advice from Bank in selecting the Program for the Account's automatic sweep option.

19.1.9 Risks of the Program

Customer may receive a lower rate of return on funds swept through the Program than on other types of investments. Under Federal regulations, Program Banks are permitted to impose a seven (7) day delay on any request to withdraw Deposits from a money market deposit account or certain transaction accounts; Program Banks may choose to do so at any time. In the event of a failure of a Program Bank, there may be a time period during which Customer may not be able to access Customer's Deposits.

If Customer holds deposits at a Program Bank outside the Program, this may reduce the availability of FDIC insurance for the total amount of Customer's funds held within and outside the Program. If Customer exclude a Program Bank, the amount of deposit insurance available to Customer under the Program (currently \$2,500,000) may decrease.

Customer's investment in the Money Market Fund is not insured by the FDIC and are not obligations of nor guaranteed by Bank, IntraFi, or any of their affiliates. Money market mutual funds are subject to investment risks and may lose value, including possible loss of principal. There is no guarantee that money market mutual funds will maintain a stable net asset value. Read the Money Market Fund's prospectus before investing.

19.1.10 Other Terms

Ordinary Care: Customer agrees that any act or omission made by Bank or any Program Bank in reliance upon, or in accordance with, any provision of the Uniform Commercial Code as adopted in the State of Minnesota, or any rule or regulation of the State of Minnesota, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Alternatives to the Program: Customer understands that, at any time, Customer may opt-out of the Program. Consult with Customer's investment manager to opting out of the Program to see what alternatives may be available to Customer. If Customer does not designate a replacement automatic end-of-day cash investment option for the Account that is agreed to by Bank, the amounts in the Account will remain in the Account as non-interest-bearing uninvested cash to the extent that Customer does not manually manage end-of-day cash balances with daily purchase transactions.

Aggregation of Funds in Multiple Accounts: If Customer has more than one custody account in the Program with the same tax identification information and Ownership Category type (for example, personal, trust, business), the funds in all such custody accounts may be aggregated for the purpose of determining how Customer's cash balances are placed in the Program. As a result, the cash balances in each of the custody accounts, when viewed separately, may appear to be placed with Program Banks in a different order than is set forth in the Bank List for each particular custody account. Cash balances placed at Program Banks through multiple custody accounts with the same tax identification information and Ownership Category typically will not rebalance up the Bank List even if another similar custody account's Deposits are fully withdrawn. Customer should review each separate custody account statement together in the aggregate. In the event that Customer has multiple investment managers each handling different custody accounts, each of Customer's custody accounts in the Program may be subject to a different Bank List. If the same Program Bank appears on the Bank List for more than one of Customer's custody accounts in the Program, then to exclude the Program Bank from all of Customer's custody accounts in the Program Customer will need to separately complete the Program Bank opt-out form for each custody account.

Clearinghouse Rules: Unless otherwise provided herein, Bank may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions related to the Program. Customer agree that Bank is not required to notify Customer of a change in those rules, except to the extent required by law.

19.2 U.S. BANK NON-INTEREST BEARING DEPOSIT

This Section of the Agreement applies if the U.S. Bank Non-Interest-Bearing Deposit sweep option is selected as the end-of-day cash sweep option for the Account. Customer hereby acknowledges that uninvested cash is swept to a non-interest bearing deposit account at U.S. Bank National Association for the benefit of Bank's customers. Customer acknowledges that (i) the Non-Interest-Bearing Deposit Account is owned by Bank on behalf of its customers, (ii) all deposits and withdrawals from such account are performed and controlled by Bank, and (iii) cash shall be insured by the FDIC, as determined under FDIC regulations, subject to applicable limits (typically, up to \$250,000 per depositor for all deposits such depositor holds at U.S. Bank National Association).

19.3 OTHER (MUST BE AGREED TO BY BANK AND DESIGNATED ADVISOR; MAY IMPACT ACCOUNT FEES)

19.3.1 This Section of the Agreement applies if Customer was approved to use an investment other than U.S. Bank Liquidity Plus or the Non-Interest Bearing Deposit as their end-of-day cash sweep option for the Account.

19.3.2 Customer hereby acknowledges and confirms that Customer has received and read any prospectus or other documentation relating to such investment, understands any fees or affiliations of such investment with Bank, and has reviewed the materials below referred to U.S. Bank Important Investment Disclosures.

19.3.3 This authorization and direction shall continue in effect with respect to the identified investment should investment be merged with or into another investment.

SECTION 20: E-SIGN AUTHORIZATION AND CONSENT

20.1 E-SIGN COMPLIANCE AND CONSENTS

If this Agreement is executed using a third-party e-sign service, Customer agrees that this Agreement and its execution comply with the Electronic Signatures in Global and National Commerce Act, and with any applicable state and local law governing the electronic formation and signature of contracts, as amended from time to time, and will not be denied legal effect, validity, or enforceability solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation. Customer consents to the provision of Customer's personal information to any third-party e-sign service and Customer consents such service's permanent retention of such data on behalf of Bank. Customer assumes all risk and liability relating to the electronic formation or electronic signature of this Agreement, whether resulting from or in (a) a denial of legal effect, validity, or enforceability of the Agreement; (b) a breach of confidentiality, privacy, or security; or (c) any other cause or in any other consequence. Customer hereby waives any defense that the Agreement is ineffective, invalid, or unenforceable solely because the Agreement is in electronic form or an electronic signature or electronic record was used in its formation.

Information as of December 2020

U.S. Bank Public



U.S. Bank Important Investment Disclosures

Mutual fund compensation and related mutual fund disclosures

Mutual funds are open or closed end, pooled investment vehicles that are considered investment companies. They must be registered with, and are regulated by, the Securities Exchange Commission under the Investment Company Act of 1940. U.S. Bancorp, or its affiliates, including U.S. Bancorp Asset Management, Inc. (USBAM), U.S. Bank N.A. (USBNA) and U.S. Bancorp Fund Services, LLC dba U.S. Bank Global Fund Services (USBFS) (hereafter together U.S. Bank) have entered, and will from time to time enter, into agreements with mutual funds and/or their sponsors, service providers and affiliates whereby U.S. Bank receives compensation, as applicable, for investment advisory services, shareholder services, administration, custody, securities lending, accounting, transfer agency, sub-transfer agency, National Securities Clearing Corporation (NSCC) networking, distribution, principal underwriting and other services rendered to, or on behalf of, mutual funds. For these services, U.S. Bank generally receives a percentage compensation (basis points), based on account assets invested in a mutual fund and determined using the average daily net assets held by the account in that fund. This compensation does not increase the fees paid by an account beyond the fees described in the account fee schedule and the fund's prospectus. This Disclosure describes the compensation U.S. Bank receives for services it performs. This Disclosure should not be considered investment advice.

First American Funds, Inc. money market funds: The First American Funds, Inc. money market funds are U.S. Bank affiliated funds managed by USBAM. U.S. Bank provides services to these funds, which may include providing administration, custody, shareholder, transfer agent, accounting, distribution and principal underwriting services.

U.S. Bank receives fees for these services as shown in the schedule below. U.S. Bank may waive a portion of the fees it is entitled to receive for providing services to the First American Funds, Inc. (Total Fees). Total Fees equal the Gross Advisory Fees and Gross Other Fees & Expenses and are stated before any waivers. Net Fees & Expenses shown below are stated after any contractual waivers. Contractual fee waivers may be terminated with the approval of the fund's board of directors. Gross Other Fees & Expenses may vary slightly based on charges for services rendered, but the basis for calculating these amounts does not change. You authorize the fees paid by the funds and received by U.S. Bank up to the Total Annual Fund Operating Expenses disclosed in the prospectuses.

Affiliated fund name	Gross advisory fees	Gross other fees & expenses received by U.S. Bank					Net fees & expenses received by U.S. Bank				
	Class X/Z/V/Y/A	Class X	Class Z	Class V	Class Y	Class A	Class X	Class Z	Class V	Class Y	Class A
First American Funds											
Government Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.67%	.14%	0.18%	0.30%	0.45%	0.75%
Institutional Prime Obligations	0.10%	0.45%	0.20%	0.30%	0.45%	N/A	0.14%	0.20%	0.30%	0.45%	N/A
Retail Prime Obligations	0.10%	0.16%	0.16%	0.26%	0.41%	0.70%	0.14%	0.20%	0.30%	0.45%	0.75%
Retail Tax Free Obligations	0.10%	N/A	0.22%	0.32%	0.47%	0.77%	N/A	0.20%	0.30%	0.45%	0.75%
Treasury Obligations	0.10%	0.14%	0.14%	0.24%	0.39%	0.69%	0.14%	0.18%	0.30%	0.45%	0.75%
U.S. Treasury Money Market	0.10%	N/A	0.17%	0.27%	0.42%	0.72%	N/A	0.20%	0.30%	0.45%	0.75%



Fees and expenses above may be found in the fund prospectuses.

Investment products and services are:

**NOT A DEPOSIT • NOT FDIC INSURED • MAY LOSE VALUE • NOT BANK GUARANTEED •
NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY**

Fidelity and Federated money market mutual funds: U.S. Bank may receive custody, shareholder servicing, accounting, administration, sub-transfer agency and other fees of up to 60 basis points, though more generally, fees range from zero to 25 basis points, from the following funds. Load fees described in prospectuses are waived.

Fund name	Fund name
Federated California Municipal Cash Trust – Institutional Shares	Fidelity Institutional Money Market Treasury Only Portfolio – Class I
Fidelity Institutional Money Market Government Portfolio – Class I	Fidelity Institutional Money Market Treasury Portfolio – Class I
Fidelity Institutional Money Market Prime Portfolio – Class I	Fidelity Money Market Portfolio – Class I
Fidelity Institutional Money Market Tax-Exempt Portfolio – Class I	

Nuveen Mutual Funds: Firststar Capital Corporation (Firststar Capital), an affiliate of U.S. Bancorp, holds a less-than- 10 percent ownership interest in Windy City Investments Holdings, LLC, which was formerly the parent of Windy City Investment, Inc. and the indirect parent of Nuveen Fund Advisors, LLC, which is the investment advisor to the Nuveen Mutual Funds. On October 1, 2014, Windy City Investments, Inc. was sold to Teachers Insurance and Annuity Association of America. As a result of the sale, U.S. Bancorp no longer has an indirect ownership interest in Nuveen Fund Advisors, LLC. Depending on the outcome of certain factors, Firststar Capital might in the future receive an earn-out payment related to its interest in Windy City Investment IRA account, to the extent the earn-out payment is attributable to the account's interest in Nuveen Mutual Funds, U.S. Bank will credit to the account a proportionate amount of the payment. Importantly, the sale changed neither the services that U.S. Bank expects to provide to the accounts holding Nuveen Mutual Funds nor the compensation that U.S. Bank expects to receive for providing such services.

Other Mutual Funds: U.S. Bank has entered into agreements with mutual funds other than First American Funds, including the Nuveen Mutual Funds (Other Mutual Funds) or with Other Mutual Funds' service providers (including investment advisors, administrators, transfer agents or distributors) whereby U.S. Bank provides services for a fee to, or on behalf of, the Other Mutual Funds. Services may include, as applicable, custody and shareholder services provided by USBNA (fee rates for these services may be up to 100 basis points, though more generally fees range from one to 40 basis points), networking services provided by NSCC (fee rates for these services may be up to 140 basis points), accounting, administration and sub-transfer agency services provided by USBFS (fee rates for these services may be up to 30 basis points) and USBFS employees may also serve on the board of directors or as officers of Other Mutual Funds at no additional charge.

U.S. Bank has also entered into an agreement with National Financial Services, LLC (NFS) to provide shareholder and administration services for, or on behalf of, NFS, Fidelity Brokerage Services, LLC and the Other Mutual Funds available on the NFS platform (fee rates for these services may be up to 36 basis points). The fees received by U.S. Bank include 12b-1 fees.

U.S. Bank will receive shareholder servicing compensation of up to 12.5 basis points on account assets invested in the Nuveen Mutual Funds.



Fees received by U.S. Bank from Nuveen Mutual Funds, Fidelity and Federated Money Market Mutual Funds, Other Mutual Funds and NFS are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable prospectuses.

Securities lending: U.S. Bank receives fees from the First American Funds, Inc. for securities lending services, as applicable, of up to 20 percent of each fund's net income from securities lending transactions as addressed in the prospectuses. U.S. Bank receives fees from Nuveen Mutual Funds and Other Mutual Funds for securities lending services, which are generally calculated as a percentage of each fund's net income from securities lending transactions, as addressed in the prospectus.

Other important information: USBAM is a registered investment advisor and a wholly-owned subsidiary of USBNA. USBAM serves as investment advisor to First American Funds, Inc. U.S. Bank is not responsible for and does not guarantee the products, services or performance of USBAM.

If investing in mutual funds, each fund's investment objectives, risks, charges and expenses must be considered carefully before investing. The prospectus contains this and other important information. Please contact the fund or a member of your relationship team for a copy. Read the prospectus carefully before investing.

Mutual fund investing involves risk and principal loss is possible. Investing in certain funds involves special risks, such as those related to investments in small- and mid-capitalization stocks, foreign, debt and high yield securities and funds that focus their investments in a particular industry. Please refer to the fund prospectus for additional details pertaining to these risks.

Income from tax-exempt funds may be subject to state and local taxes and a portion of income may be subject to the federal and/or state alternative minimum tax for certain investors. Federal and/or state income tax rules will apply to any capital gains distribution.

An investment in **money market funds** is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. It is possible to lose money by investing in these funds.

See the applicable fund prospectuses, which may be found on the fund companies' websites, for a complete description, including calculation formulas, for management, custody and other fees associated with the mutual funds. For more information, including whether a fund is affiliated with, or pays U.S. Bank fees, contact a member of your relationship team. www.federatedinvestors.com | www.fidelity.com | www.firstamericanfunds.com | www.nuveen.com

Private Investment Fund disclosure

"Private Investment Funds" or "Private Funds" are pooled investment vehicles that are excluded from the definition of investment company under the Investment Company Act of 1940 by section 3(c)(1) or 3(c)(7) of that Act. The term Private Fund generally includes funds commonly known as hedge funds and private equity funds. USBNA and USBFS may enter into agreements with Private Funds or with their service providers, whereby USBNA and USBFS provide services to such funds and receive fees or compensation for these services from the funds or the funds' sponsors or agents. USBNA services provided include, as applicable, trust and administrative services including collateral custody, collateral agent, administrative and reporting functions, registrar, paying agent, loan administration, escrow, document custody, back-up servicer services, deposit account services, and various lending services to the fund and/or its investments including direct loans, revolving credit facilities and other extensions of credit and loan administration. USBFS services provided include, as applicable, fund administration including accounting, shareholder services, transfer agency and reporting services. For the types of fees charged to any Fund, see the Fund issuer's private placement offering documents. Fees received by U.S. Bank from Private Funds are not in addition to, and do not increase, fund operating expenses or other fees and expenses as described in the applicable Fund's offering documents.

Other important information: Private Investment Funds are speculative and involve a substantially more complicated set of risk factors than traditional investments such as stocks or bonds, including use of derivatives, leverage and short sales which can magnify potential losses or gains.

Restrictions may exist on the ability to redeem or transfer interests in a Private Investment Fund. Investors considering an investment in Private Investment Funds must be fully aware that these investments are illiquid by nature, typically represent a long-term binding commitment and are not readily marketable. The valuation procedures for these holdings are often



subjective in nature.

Private Investment Funds are not suitable for every investor even if the investor meets the financial eligibility requirements. It is important to consult with your tax and investment professional to determine how these investments might fit your asset allocation, risk profile and tax situation.

Private Investment Funds are offered to you by the Fund issuer with a private placement memorandum ("PPM"), which a prospective investor must carefully read for a more complete description of fees, risks and restrictions. For more information, contact your Portfolio Manager or a member of your relationship team.

FEE SCHEDULE FOR CLIENTS OF: TIME VALUE INVESTMENTS

DOMESTIC MARKET VALUE FEES: 1 BPS

MINIMUM ANNUAL ACCOUNT FEE: \$1,500.00

MARKET SPECIFIC GLOBAL FEES PRICED SEPARATELY

CUSTODY SERVICES

- | | |
|---|---------------------------------------|
| ■ Safekeeping of assets | ■ Corporate action processing |
| ■ Transaction settlement | ■ Proxy distribution |
| ■ Automated Cash Management (ACM) (Sweep) | ■ Securities pricing |
| ■ Online account access | ■ Consolidated accounting & reporting |

ITEMIZED FEES

- | | |
|-----------------------------------|--------------------|
| ■ Domestic trades | ■ Included |
| ■ Mutual funds transactions | ■ Included |
| ■ Security holding fees | ■ Included |
| ■ Cash receipts and disbursements | ■ Included |
| ■ Outgoing foreign wires | ■ \$25.00 per wire |

SERVICE AND FEE ASSUMPTIONS

- The above description of custody services is provided for convenience only. For a complete description of services that USBNA expects to provide to the Account, see the Account's governing custody agreement. In the event of any inconsistency between the above description and such agreement, such agreement prevails with respect to the powers, rights, and duties of USBNA.
- Market value fees are charged to the Account monthly.
- The Account does not hold plan or IRA assets.
- USBNA does not have discretion to invest the Account's assets and does not provide recommendations on acquiring, holding, disposing of, or exchanging such assets or selecting investment advisers or managers with respect thereto. The Investment Adviser has sole discretion to invest the Account's assets and is (i) registered as an investment adviser with the U.S. Securities and Exchange Commission or state securities agency where it has its principal place of business or (ii) acting in a fiduciary capacity under 12 CFR Part 9 or state law.
- The sweep vehicle designated for the Account is a fund sponsored by a USBNA affiliate or is a USBNA deposit.
- USBNA may amend this Fee Schedule by delivering an amended and restated Fee Schedule or another written notice to the Account's owner (the "Customer"). Such amendment will be effective thirty (30) calendar days after such delivery.
- The Customer acknowledges that the Customer (i) has received, read, and understands USBNA's Mutual Fund Compensation Disclosure and a fully-executed copy of the Account's governing custody agreement and (ii) may contact the Customer's Relationship Manager at USBNA regarding that disclosure and agreement, this Fee Schedule, and any transaction reflected on an Account statement.
- For global accounts, proxy out of pocket fees are assessed to the account at the then current rate.

The Client hereby executes this Fee Schedule as of this _____ day of _____, 20_____.

Client: City of Big Spring

By:

(Signature of Client's authorized signer)

Sandy Smith

(Printed name of Client's authorized signer)

Its:

Finance Director

(Title of Client's authorized signer)





INTEROFFICE MEMORANDUM

Date: July 11, 2023
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Administrative Services Agreement for the CDBG Runnels Street Water Line Grant

In January 2023, the City of Big Spring was awarded the 2021 Community Development Block Grant to fund the Runnels Street Waterline Replacement Project. South Plains Association of Governments (SPAG), the 2021 Grant Manager for the Texas Department of Agriculture Community Development Block Grant Project, has requested the City Council pass the attached Interlocal Administrative Services Agreement.

With your approval of the Interlocal Administrative Services Agreement with South Plains Association of Governments (SPAG), SPAG agrees to provide certain administrative services, as described as follows:

1. Program Setup
2. Financial Management
3. Environmental Review
4. Acquisition
5. Labor Standards
6. Equal Opportunity
7. Project Audit/Close-out

In consideration for those administrative services described, and as described in Section 8 of Interlocal Administrative Services Agreement, the City agrees to pay SPAG the amount of \$30,000.00 for receipt of a Texas Community Development Block Program contract from the Texas Department of Agriculture (TDA).

**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR ADMINISTRATIVE SERVICES**

**STATE OF TEXAS
COUNTY OF LUBBOCK**

AGREEMENT:

This Agreement is made and entered into this ____ day of _____, 2023 by and between the City of Big Spring, Texas, hereinafter referred to as "City", and the South Plains Association of Governments, hereinafter referred to as "SPAG", a political subdivision under Chapter 391 of the Texas Local Government Code, acting by and through its duly authorized executive officer.

WHEREAS, both "City" and "SPAG" are local governments as defined by Chapter 791 of the Texas Government Code, and this contract is made and executed under provisions of said chapter, which is commonly known as the Interlocal Cooperation Act; and,

WHEREAS, SPAG has professional administrative services expertise useful to the City of Big Spring and desires to make such services available under the following terms and conditions;

NOW, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

SPAG agrees to provide certain administrative services, as described in Sections 1, 2, 3, 4, 5, 6, and 7 of this agreement, for the City of Big Spring, pursuant to the receipt by the City of a Texas Community Development Block Program contract from the Texas Department of Agriculture (TDA). In consideration for administrative services described herein, the City agrees to pay SPAG as described in Section 8 of this agreement.

SCOPE OF WORK:

SECTION 1. PROGRAM SET-UP

- 1.01 Provide general advice with respect to the implementation of the project and regulatory matters.
- 1.02 Furnish necessary forms and procedures for implementation of the project.
- 1.03 Provide technical assistance for the routine tasks to City personnel who will be directly involved in the program.
- 1.04 Assist the City in developing a record keeping system consistent with program guidelines, including the establishment and maintenance of program files.
- 1.05 Serve as liaison for the City during any monitoring visits by staff representatives of either the Texas Department of Agriculture (TDA) or the U. S. Department of Housing and Urban Development (HUD).
- 1.06 Assist the City in meeting all special condition requirements.
- 1.07 Prepare and submit to TDA all required periodic progress reports and compliance reports.

- 1.08 Assist the City in meeting citizen participation requirements, fair housing, civil rights and personnel requirements which may be qualifying factors for participation in the Community Development Block Grant Program (CDBG).

SECTION 2. FINANCIAL MANAGEMENT

- 2.01 Assist the City in documenting its ability to manage grant funds as required by the state.
- 2.02 Assist the City in establishing and maintaining separate bank accounts, journals, and ledgers as necessary for this project.
- 2.03 Assist the City in submitting the required depository and signature forms to TDA.
- 2.04 Assist the City in preparation and submission of requests for payment of funds by TDA.
- 2.05 Assist the City in establishing procedures to handle the use of any CDBG program income.

SECTION 3. ENVIRONMENTAL REVIEW

- 3.01 Prepare an environmental assessment of the project.
- 3.02 Coordinate environmental clearance procedures with state and local officials and other interested parties.
- 3.03 Document environmental comments.
- 3.04 Prepare any required environmental reassessment.
- 3.05 Prepare request for release of funds and certifications.

SECTION 4. ACQUISITION

- 4.01 Prepare required acquisition report(s), if any, on behalf of the City.
- 4.02 Assist the City in determining the necessary documentation of ownership of City-owned real estate, rights-of-way, easements, or other real property rights, if any, which may be required by the state.
- 4.03 Assist the City with acquisition of real property or the rights of use to real property.
- 4.04 Maintain separate files for each parcel of real property acquired.

SECTION 5. LABOR STANDARDS

- 5.01 Assist the City in determining how much, if any, of the TDA contract activities will be carried out, in whole or part, by force account labor.
- 5.02 Assist the City in determining the necessity for hiring any temporary employees to carry out CDBG contract activities.

- 5.03 Assist the City in maintaining adequate documentation of personnel, equipment, and materials used in the project and of related costs.
- 5.04 Assist the City in documenting compliance with federal and state requirements for equal employment opportunity.
- 5.05 Assist the City in documenting compliance with minimum wage and overtime requirements.
- 5.06 Act as local labor standards officer, when needed.
- 5.07 Request wage rates from state, when necessary.
- 5.08 Obtain state verifications of construction contractor eligibility.
- 5.09 Submit Notice of Start of Construction, Notice to Proceed, Final Wage Compliance Report and other applicable labor standards reports.
- 5.10 Attend pre-construction conference and prepare minutes (as needed).
- 5.11 Review weekly contractor payrolls and conduct compliance activities.
- 5.12 Conduct construction employee interviews.
- 5.13 Maintain monthly employee utilization reports as required.

SECTION 6. EQUAL OPPORTUNITY

- 6.01 Assist the City in developing, implementing and documenting fair housing activities.
- 6.02 Maintain documentation of project beneficiaries as required.
- 6.03 Prepare work write-ups and cost estimates, when appropriate.
- 6.04 Conduct inspections and process final contract documents as required.

SECTION 7. PROJECT AUDIT/CLOSE-OUT

- 7.01 Prepare Project Completion Report, Minority Business Enterprise Report, Monthly Employee Utilization Report, documentation of fair housing activities, and Certificate of Expenditures and other applicable closeout paperwork.
- 7.02 Assist the City in responding to any monitoring findings in connection with inspections and project reviews by the state.
- 7.03 Assist the City in resolving any third-party claims.
- 7.04 Provide the City's auditor with CDBG audit guidelines when needed.
- 7.05 SPAG shall not be financially responsible for any audit findings or for payment for an audit.

PAYMENT SCHEDULE:

SECTION 8. PAYMENT SCHEDULE

8.01 The City of Big Spring agrees to pay SPAG \$30,000 under the following schedule:

1)	Establishment of Record Keeping System	22.5%
2)	Completion of Environmental Review	22.5%
3)	Completion of Bid/Contract Award Process	22.5%
4)	Labor Standards Compliance/Completion of Construction	22.5%
5)	Filing of all Required Closeout Information	<u>10%</u>
	TOTAL	100%

8.02 The City of Big Spring shall receive funds from the Texas Department of Agriculture pertaining to this project and shall be responsible for the deposit, disbursement, and management of such funds.

8.03 Funds awarded to SPAG by the City of Big Spring under the terms of this agreement are authorized under the provisions of the State of Texas Professional Services Procurement Act, Texas Government Code, Chapter 2254, Subchapter A, "Professional Services".

TERMS AND CONDITIONS:

SECTION 9. ADDITIONAL SPAG OBLIGATIONS

9.01 During the performance of this agreement, SPAG agrees as follows:

- A. SPAG will not discriminate against any employee or applicant for employment because of national origin, religion, race, creed, sex, familial status, or gender. SPAG will take affirmative action to ensure that applicants are employed and during the course of employment, are treated without regard to national origin, race, religion, creed, sex, familial status or gender. The actions will include, but are not necessarily limited to, employment up-grading, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. When soliciting or advertising for employees, SPAG will clearly state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, sex, or national origin.
- C. SPAG will furnish all information and reports of Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, accounts, and records by the City of Big Spring and the Secretary of Labor

for the purposes of investigation to ascertain with such rules, regulations and orders.

- D. If the Secretary of Labor determines that SPAG does not comply with rules, regulations, or orders issued by the Secretary, this agreement may be cancelled, terminated or suspended, in whole or in part, and SPAG may be declared ineligible for further participation in government contracts under provisions of Executive Order #11246 of September 24, 1965, or by rules otherwise provided by law.

SECTION 10. CIVIL RIGHTS ACT OF 1964.

10.01 During the performance of this Agreement, SPAG agrees to the following:

- A. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of national origin, race, religion, creed, sex, familial status, or gender, be excluded from participation in, be denied benefits of, or be subjected to, discrimination under any program or activity receiving federal financial assistance.

SECTION 11. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

11.01 During the performance of this Agreement, SPAG agrees as follows:

- A. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under: *"Section 3" Compliance in the Provision of Training, Employment and Business Opportunity*.
- B. The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development Act of 1968, as amended, [12 U.S.C., 1701u.] Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.
- C. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR 135, and all applicable rules and orders of HUD issued prior to execution of this contract. The parties to this Agreement certify and agree that they are under no contractual or other disability which prevents them from complying with these requirements.
- D. The Contractor will send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other contract of understanding, if any, a notice advising the labor organization or workers' representative of contractor's commitments under the Section 3 clause, and shall furnish the City of Big Spring copies of the notice in places available to employees and applicants for employment or training.

- E. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of, federal financial assistance, take appropriate action pursuant to the subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135. The Contractor will not subcontract with any person or business when the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 135.
- F. Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135, and applicable rules and orders of HUD issued prior to execution of the contract shall be on the condition of the federal financial assistance provided to the project and shall be binding on the applicant or recipient for such assistance, its successors and assignees. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors or assignees, to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

SECTION 12. PERIOD OF AGREEMENT, AGREEMENT TERMINATION, CONTRACT REPRESENTATIVE, AND PROCEDURE FOR AMENDING

- 12.01 Both parties agree that it is intended that all performances under this agreement are to be accomplished within two years of the date of its execution unless amended by mutual agreement of the parties. In any event, it is agreed and understood that SPAG shall be paid for performance rendered under this agreement.
- 12.02 This agreement may be terminated by either party upon thirty (30) days' notice in writing by one party to the other. Upon such termination, if any, SPAG shall be paid any outstanding sums due SPAG within thirty (30) days of termination.
- 12.03 It is further understood and agreed by the parties that SPAG is not responsible or liable to third parties for performance or non-performance by the City of Big Spring under terms of this agreement as allowed by the laws and constitution of the State of Texas.
- 12.04 SPAG designates as its Contract Representative with the City of Big Spring, its Executive Director. All communications relating to this Agreement should be addressed and directed to the Executive Director, or to a designee expressly named by the Executive Director.
- 12.05 It is understood and agreed by the parties, that each is contracting independently; and that nothing contained herein shall be construed as giving rise to or creating partnership, joint venture, or employer/employee relationship.
- 12.06 It is further understood and agreed, by all parties, that should either party breach the terms of this Agreement, the only remedy shall be termination of the Agreement in accordance with provisions of Section 12 of this Agreement.

- 12.07 Either party may, from time to time, request changes in the scope of the services to be performed. Such changes, including any increase or decrease in the amount of compensation to SPAG, shall be mutually agreed upon by both parties and shall be incorporated herein by a written amendment to this Contract.

SECTION 13. INTEREST OF THE PARTIES

- 13.01 No member of the governing body of the City of Big Spring and no other officer, employee, agent, or public official, who exercises any function or responsibility in connection with the planning or completion of the water improvement project has or shall have any personal financial interest, direct or indirect, in this contract or the work performed thereunder.
- 13.02 SPAG covenants that neither it nor any of its officers, directors, employees or agents has any financial interest in the project. SPAG further covenants that neither it nor any of its officers, directors, employees or agents shall acquire any interest, either direct or indirect, in the study area or any parcel therein, or any other interest which would conflict in any manner or degree with the performance of its services hereunder. SPAG further covenants that no person having any conflicting interest shall be employed for performance of its services under terms of this Agreement.
- 13.03 No person who is an employee, agent, officer, or official of SPAG who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this contract who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the activity or have any interest in any contract, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.
- 13.04 Local Program Liaison: The City of Big Spring has designated the City Mayor to be the primary contact for SPAG in all matters concerning this grant and interlocal agreement.

SECTION 14. MISCELLANEOUS

- 14.01 SPAG shall give the United States Department of Housing and Urban Development (HUD), the Inspector General of the U.S., the Comptroller of the Currency, the Comptroller General of the United States, the Auditor of the State of Texas, the Office of Rural Community Affairs (TDA), or the General Accounting Office or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things, or property belonging to or in use by SPAG pertaining to this contract and the resulting project. Such rights to access shall continue as long as the records are retained by SPAG. SPAG agrees to maintain such records in an accessible location and to provide reasonable access to such records consistent with the Texas Public Information Act.

- 14.02 The party's signatory on behalf of SPAG and on behalf of the City of Big Spring, respectively, do individually hereby certify that each is authorized to execute this agreement on behalf of each respective organization.
- 14.03 This agreement constitutes the entire agreement between the parties relating to the rights granted and the responsibilities assumed.
- 14.04 Should any deviation occur from any of the requirements of this Agreement or the Texas Community Block Development Grant contract, known to SPAG, or which becomes known to SPAG, then SPAG shall immediately inform the City of Big Spring in writing.
- 14.05 SPAG shall maintain fiscal records and supporting documentation for all expenditures of contract funds pursuant to OMB Circular A-87. SPAG shall retain these records and supporting documentation for the greater of three years from completion of this project.
- 14.6 SPAG and the City of Big Spring will work along with TDA and other parties to the grant (Example: Engineer, contractor, material supplier, regulatory agency, etc). to ensure that compliance is achieved in all areas of this grant. Should issues of non-compliance arise, the City of Big Spring and SPAG will work towards reasonable solutions.
- 14.7 Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of the City of Big Spring, SPAG, and all other negligent entities and individuals.
- 14.8 Mutual Waiver. To the fullest extent permitted by law, the City of Big Spring and SPAG waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

EXECUTION

Executed in triplicate this _____ day of _____, 2023.

BY: _____
Robert Moore, MAYOR
City of Big Spring

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

BY: _____
Tim C. Pierce, EXECUTIVE DIRECTOR

REVIEWED: _____
Tim Schwartz, DIRECTOR OF FINANCE



CITY OF
Big Spring

MEMORANDUM

Date: July 7, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Re: SCADA Improvements

The City of Big Spring is seeking an agreement with Jacob Martin for improvements for the SCADA systems at the water and wastewater plant. The project scope includes engineering services for design, bidding, and construction review for improvements to the City's water and wastewater SCADA systems. The improvements include installation of new radios and PLC modifications for the water SCADA system and replacement of the existing radio communication wastewater SCADA system with a cellular communication SCADA system. This will aid the city in monitoring sites outside of the plants around the city including water towers and wastewater lift stations.

STANDARD 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 **SCADA System Improvements**.

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 Fee Schedule which is attached hereto as **Exhibit B** 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:

Kirk Hare, 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.

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:

Signature page follows:

ENGINEER:

JACOB MARTIN, LLC

Kirt Hare, P.E., Senior Principal

Date: _____

Attest:

Will Dugger, Chief Financial Officer

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 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

ENGINEER shall provide the following project-related engineering/architectural services to the CITY, including but not limited to:

The project scope includes engineering services for design, bidding and construction review for improvements to the City's water and wastewater SCADA systems. The improvements include installation of new radios and PLC modifications for the water SCADA system and replacement of the existing radio communication wastewater SCADA system with a cellular communication SCADA system.

Basic Engineering Services

A – Design Phase

1. Water SCADA System
 - a. Engineer will work directly with City's existing water system SCADA integrator, Trac-N-Trol, to develop scope of work and cost to upgrade the radios and PLCs (if necessary) for the entire water distribution SCADA system. The scope of work does not include SCADA improvements at the water treatment plant.
2. Wastewater SCADA System
 - a. Engineer will work with City to pre-qualify SCADA bidders that can install a cellular based SCADA system. Engineer shall coordinate demonstrations by qualified cellular SCADA system installers prior to bidding project.
 - b. Prepare detailed specifications, contract drawings and plans for bidding and constructing SCADA improvements.
 - c. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
 - d. Furnish Bidding Documents to City for legal review.
 - e. Finalize Contract Documents incorporating City's comments.

B – Bidding Phase (Wastewater SCADA System ONLY)

1. Assist City in the advertisement for bids.
2. Answer bidder's questions and issue addenda (if necessary).
3. 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.
4. Assist in the preparation of executed Contract Documents for the construction of the project.

C – Construction Review Phase

1. Coordinate Pre-Construction Conference (Wastewater SCADA System ONLY).
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.
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.

“EXHIBIT A”

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.

“EXHIBIT A”

EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services shall be at a time and expense with not to exceed price of \$20,000.00. Fee shall be invoiced monthly as the project progresses through design and construction.

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 (Exhibit C).

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.

MEMORANDUM

Date: July 7, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Re: Water Storage Tank Cleaning and Rehab

The City of Big Spring is seeking an agreement with Jacob Martin for the tank cleaning and rehab of multiple water storage tanks. Jacob Martin will assist in the design and construction administration for cleaning and rehabilitation of several water storage tanks located throughout the City. Tank cleaning and rehabilitation of the tanks will aid in water quality and preservation of our aging storage facilities.

STANDARD 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 **2023 Tank Cleaning and Rehabilitation**.

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 Fee Schedule which is attached hereto as **Exhibit B** 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:

Kirk Hare, 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.

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:

Signature page follows:

ENGINEER:

JACOB MARTIN, LLC

Kirt Hare, P.E., Senior Principal

Date: _____

Attest:

Will Dugger, Chief Financial Officer

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 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

ENGINEER shall provide the following project-related engineering services to the CITY, including but not limited to:

Design and construction administration for cleaning and rehabilitation of several water storage tanks located throughout the City. Tank cleaning and rehabilitation scope of work shall include the following:

Sediment Removal:

- Lancaster 1.0 MG Ground Storage Tank
- City Park 1.0 MG Ground Storage Tank
- Two (2) Edwards 1.0 MG Ground Storage Tanks
- Two (2) State Park 1.0 MG Ground Storage Tanks
- Northside 1.5 MG Elevated Storage Tank
- South Mountain 0.15 MG Elevated Storage Tank
- Three (3) Clearwells at WTP with combined storage of 5.5 MG

Tank Rehabilitation:

- Repair of crack and exterior recoating of South Edwards 1.0 MG Ground Storage Tank

Basic Engineering Services

A – Design Phase

1. Prepare detailed specifications, contract drawings and plans for bidding and constructing improvements.
2. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
3. Furnish Bidding Documents to City for legal review.
4. Finalize Contract Documents incorporating City's comments.

B – Bidding Phase

1. Assist City in the advertisement for bids.
2. Answer bidder's questions and issue addenda (if necessary).
3. 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.
4. Assist in the preparation of executed Contract Documents for the construction of the project.

C – Construction Review 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.
5. Review and recommend Contractor's payment requests.
6. Conduct in company with the City a final inspection of the project for conformance with the design

“EXHIBIT A”

concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.

“EXHIBIT A”

EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering Services as described in the Scope of Services shall be at a time and expense with not to exceed price of \$15,000.00. Fee shall be invoiced monthly as the project progresses through design and construction.

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 (Exhibit C).

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.



CITY OF
Big Spring

MEMORANDUM

Date: July 7, 2023

To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Re: Airpark Water and Wastewater Improvements

We are requesting we enter into an engineering service agreement for design and construction review for water and sewer improvements located in the City's Airpark which serves as the City's business park. The project is funded through the Airpark and will complement the water and sewer improvements that are being funded through the American Rescue Plan (ARP) administered by the Economic Development Administration (EDA). The project components that will be funded directly by the Airpark include a 12" waterline, an 8" sewer line and a elevated tank for fire protection.

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 **Airpark Water and Sewer Improvements**.

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:

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.

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:

CITY:

JACOB MARTIN, LLC

THE CITY OF BIG SPRING, TEXAS

Kirt Harle, P.E., Vice President

Todd Darden, City Manager

Date: _____

Date: _____

Attest:

Attest:

Will Dugger, Vice President

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

Jacob & Martin, LLC. (ENGINEER) 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 and construction review for water and sewer improvements located in the City's Airpark which serves as the City's business park. The project is funded through the Airpark and will complement the water and sewer improvements that are being funded through the American Rescue Plan (ARP) administered by the Economic Development Administration (EDA). The project components that will be funded directly by the Airpark include:

- 12" water line loop generally located along Interstate 20, Hwy 87 (Port-to-Plains Corridor) and Frazier Road.
- Elevated storage tank located along Frazier Road.
- 8" gravity sewer line generally located along Rickabaugh Drive providing service for the Big Spring Air Terminal and other facilities located adjacent to the Air Terminal.

Basic Engineering Services

A – Preliminary Engineering Phase

1. Provide topographic surveying for area within the planned scope of work to determine optimum routing of proposed infrastructure improvements.
2. Provide legal surveying and right of way acquisition assistance for utility easements and elevated tank site. Engineer will provide the services of landman for negotiation of easements, if necessary.

B – Design Phase

1. Prepare detailed specifications, contract drawings and plans for bidding and constructing water and sewer improvements.
2. Assist City with TXDOT permitting as required.
3. Coordinate with FAA for location of elevated tank and compliance with all aviation requirements.
4. Prepare detailed cost estimates, which shall include summaries of bid items and quantities.
5. Furnish Bidding Documents to City for legal review.
6. 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

“EXHIBIT A”

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.
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 staking.
- Provide materials testing for density control at lift station and along utility improvements.
- Provide resident project representative (RPR), if requested by the City, and provide third party coating inspection for elevated tank.
- Consult with third party for preparation of geotechnical study for elevated tank.

COMPENSATION PAYMENT SCHEDULE

Compensation for the services as part of the Preliminary Engineering Phase of the project as described above shall be at a time and expense basis per the attached rate schedule with not to exceeds as follows:

- Topographic surveying: not to exceed \$10,000.00
- Legal surveying and easement acquisition: not to exceed \$5,000.00
- Geotechnical Report: not to exceed 10,000.00

Compensation for the Design, Bidding and Construction Phases as described in the Scope of Services shall be at a lump sum price of \$286,000.00. 60% (\$171,600) of the lump sum fee shall be invoiced at the completion of the design and approval of the construction drawings by the City. 10% (\$28,600) of the lump sum fee shall be invoiced after award of the contracts by the City. 20% (\$57,200.00) shall be invoiced on a monthly basis as the project progresses through construction. The final 10% (\$28,600) 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:

- Surveying: Not to Exceed of \$10,000.00
- Materials Testing: Not to Exceed of \$10,000.00
- Resident Project Representative and third party tank coating inspection: Not to Exceed \$25,000.00

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.

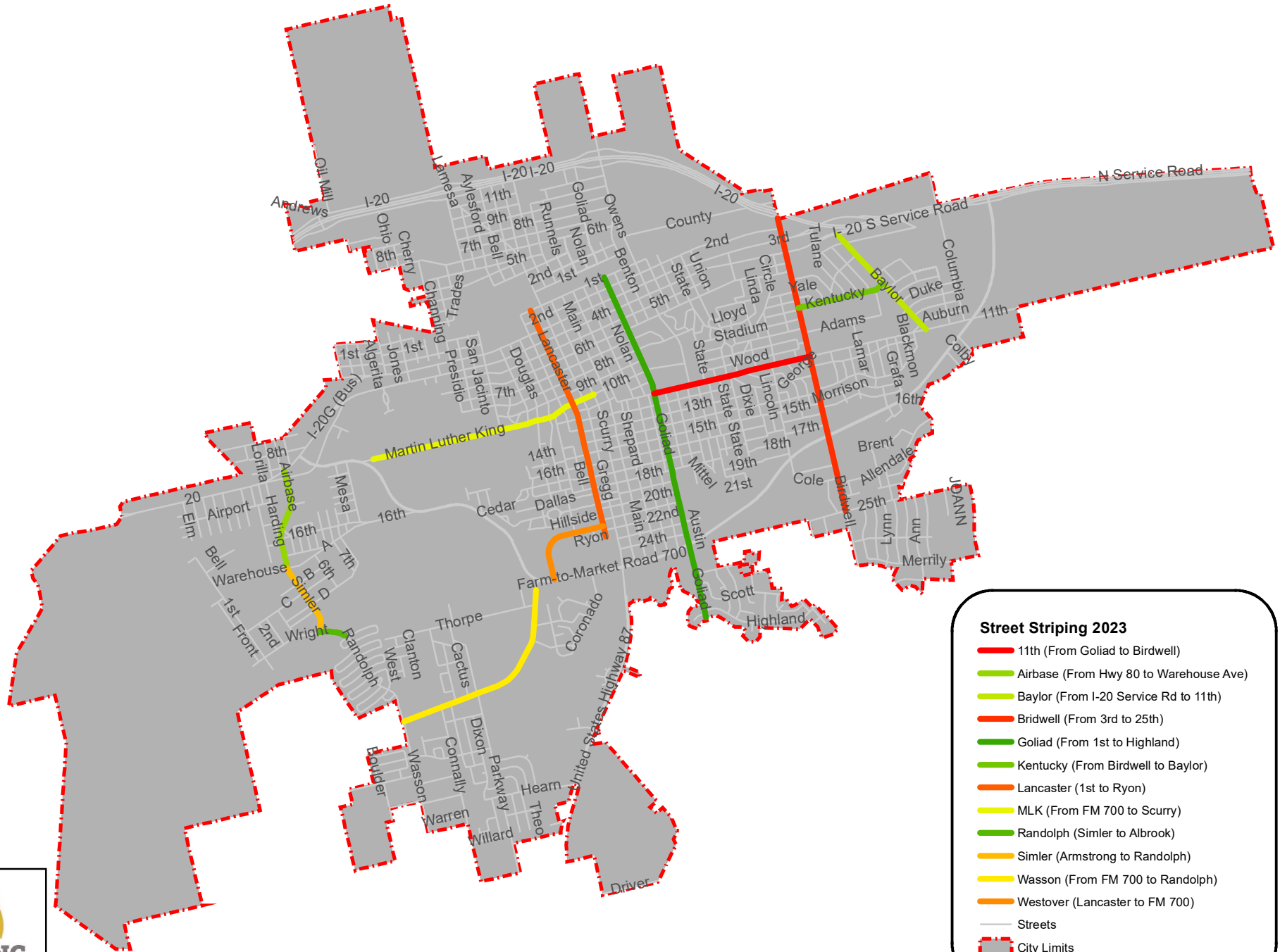


INTEROFFICE MEMORANDUM

Date: July 5, 2023
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: Stacie King, Benefits Coordinator
Subject: Seal Coat 2022-23 Contract Change-Order

Wagner Construction has completed the City of Big Spring's 2022-23 seal coat project. The project has a change-order for the addition of 5th Street from Birdwell Street to Circle Street for \$9,699.00. The Streets Department has also requested street striping not to exceed the amount of \$85,000.00 for a total increase of \$94,699.00. The change-order amount available on the seal coat contract is \$150,000.00. The funds are available for this project in the revised budget. A map is provided for your consideration.

Street Striping 2023





**CONTRACT CHANGE ORDER
NO. 1**

CONTRACT FOR: 2023 Seal Coat		Date: 06/26/2023	
OWNER: City of Big Spring			
CONTRACTOR: Ronald R. Wagner & Co., LP			
YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS AND SPECIFICATIONS.			
BID ITEM	DESCRIPTION OF CHANGES	DECREASE IN PRICE	INCREASE IN PRICE
	Add East 5 th Street from Birdwell to Circle Dr. - Sweeping (~2,758 SY) - AC 20 5TR Asphalt (~1,158 GAL) - Grade 4 Type PB Aggregate (~25 CY)		\$330.96
			\$5,569.98
			\$3,798.50
	Striping of City Streets per the attached scope of work (the estimated cost for scope of work is \$85,000 but contractor will be paid for actual quantity of striping installed per the attached unit pricing)		\$85,000.00
			\$94,699.44
	Net Change in Contract Price		\$94,699.44
REMARKS: This change order includes adding East 5 th Street from Birdwell to Circle Drive and Striping for city streets per the attached scope of work.			

The Amount of the Contract will be Increased by the Sum of Ninety-Four Thousand Six Hundred Ninety-Nine and 44/100 (\$94,699.44).

The Contract Total including this, and previous Change Orders will be: Six Hundred Three Thousand Three Hundred Eighty-Eight and 21/100 (\$603,388.21)

And 0 additional days will be added to the Contract Period for delivery and installation of the items included in scope outlined above for this change order.

This Document will become a supplement to the Contract and all provisions will apply hereto.

Accepted: Clay Wagner (Contractor)
Ronald R. Wagner & Co., LP

Date: 06/26/2023

Recommended: Eric Hank (Engineer)
Jacob & Martin, LLC

Date: 6-27-23

Requested: _____ (Owner)
City of Big Spring

Date: _____