



CITY COUNCIL REGULAR AGENDA

Tuesday, September 26, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 26, 2023, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

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

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

- | | | |
|---|--------|--------|
| 5. PUBLIC HEARING Regarding a Possible One-Time Retention Stipend of \$1,500.00 to be Paid to Employees from Current Funds for the Purpose of Promoting Employee Morale when Those Employees are Supervised Directly or Indirectly by the City Manager and are Continuously Employed from October 16, 2023 to October 20, 2023 | | Medina |
| 6. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 801 PINE ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES - OWNER: MARIA BURCIAGA | 8-35 | Hagen |
| 7. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 901 NW 2ND ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LTS 1-2 BK J MOORE IRR 85 ACQ 06232015 BLK/TRACT J 0.518 ACRES - OWNER: ROYAL BRAWLEY | 36-62 | Hagen |
| 8. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 506 N JOHNSON, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 75X80 REAR 798 0.57 ACRES - OWNER: RUPERT BROWN | 63-95 | Hagen |
| 9. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 509 NW 8TH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 5 BK 19 BAUER 50X140 530 BLK/TRACT 19 0.161 ACRES ACQ 01142019 - OWNER: DANY SOM | 96-125 | Hagen |

City Manager's Report

- | | |
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| 10. City Manager's report on the following items: | Darden |
| <ul style="list-style-type: none">• Update - Large Item Pickup, District 3• Recognition of the Retirement of Michelle Sanchez in Code Enforcement | |

Consent Items

- | | | |
|--|---------|----------|
| 11. Approval of the City Council Minutes of the Regular Meeting of September 12, 2023. | 126-137 | Davis |
| 12. Final Reading of an Ordinance Due to Increased Costs of Operating the Water Utilities by Amending Chapter 50 of the Code of Ordinance Entitled "Utilities," Article iv Entitled "Utility Service Charges," Section 50-92 Entitled "Charges for Water Rate" Subsection B; Providing for Publication; and Providing an Effective Date | 138-142 | S. Smith |
| 13. Final Reading of an Ordinance Directing the City Manager to Direct the Placement of Stop Signs for a Three-Way Stop at Coronado Avenue and Craigmont Drive, and Four-Way Stops at Crestline Road and Avondale Drive, and at Melrose Lane and Belvedere Road; Providing for the Penalty Under State Law; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by State Law; Providing for Publication; and Providing an Effective Date | 143-145 | Bowles |
| 14. Final Reading of an Ordinance Amending the Big Spring City Code, Article VI "Tow Trucks," Chapter 48 "Traffic and Vehicles," Section 48-206 "License and Permit Fees," to Increase the Annual License Fee of Towing Companies Performing Nonconsent Tows to \$100.00 Per Year or "\$200.00 Per Year for a Rotation Permit; 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; Providing for Publication; and Establishing an Effective Date | 146-147 | Williams |
| 15. Final Reading of an Ordinance Amending the Big Spring Zoning Ordinance Article 6 "District Regulation," Section 6-6 Districts and Permitted Uses, to 50% of the Total Lot Area that May be Covered by the Combined Area of the Main Buildings and Accessory Buildings for the Following Districts; A, Agriculture District, Currently 20%; SF-1, Single-Family Dwelling District, Currently 35%; SF-2, Single-Family Dwelling District, Currently 35%; SF-3, Single-Family Dwelling District, Currently 35%; 2F, Two-Family Dwelling District, Currently 40%; GR, General Residential District, Currently 45%; Providing for the Repeal of Conflicting Ordinances; Providing for a Severability Clause; Finding and Determining that the Meetings at Which the Ordinance was | 148-150 | Bowles |

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

Old Business

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|---|---------|----------|
| 16. Final Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for Said City for the Year 2023; Directing the Assessment and Collection Thereof; Providing for Severability; and Establishing an Effective Date | 151-154 | S. Smith |
| 17. Final Reading of an Ordinance Approving and Adopting an Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; Providing for Severability; Providing for Publication; and Providing an Effective Date | 155-157 | S. Smith |

Vouchers

- | | | |
|---------------------------|-----------------|--------|
| 18. Vouchers for 09/15/23 | \$ 481,949.07 | Hughes |
| Vouchers for 09/21/23 | \$ 321,814.52 | |
| Drafts | \$ 1,066,681.08 | |

Bids

- | | | |
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| 19. Consideration and Possible Action on Awarding a Bid for the Fire Hydrants Replacement Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 158-159 | Bowles |
| 20. Consideration and Possible Action on Awarding a Bid for the Wastewater SCADA Improvements Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 160-161 | Bowles |
| 21. Consideration and Possible Action on Awarding a Bid for Birdwell Lift Station and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 162-163 | Bowles |
| 22. Consideration and Possible Action of Awarding a Stop Loss Agreement with Sun Life and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 164-184 | Medina |

New Business

- | | | |
|---|---------|-------------|
| 23. Consideration and Possible Action Regarding the Big Spring Economic Development Corporation's Annual Budget for 2023-2024 | 185-188 | Mark Willis |
|---|---------|-------------|

24. Consideration and Possible Action Regarding the Howard County 9-1-1 Communications District's Proposed Budget for 2023-2024	189-191	Jenna Jenkins
25. Consideration and Possible Action Granting the Fire Department Permission to Apply for the Assistance to Firefighters Grant (AFG)	192	Holt
26. First Reading of a Resolution Designating the Following as Nominees for the Position of Director on the Howard Central Appraisal District Board of Directors for the Years 2024 and 2025; and Providing for an Effective Date	193-195	Hagen
27. First Reading of a Resolution to Temporarily Amend the Personnel Policies of the City of Big Spring to Provide for a One-Time Retention Stipend of \$1,500.00 to Employees Continuously Employed Between October 16, 2023 and October 20, 2023 to be Paid from Current Funds; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date	196	Medina
28. Consideration and Possible Action Regarding Two Engineering Agreements for Fire Hydrant Replacement Project and Oak Glen Drive Paving Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents		Bowles
a. Fire Hydrant Replacement Project	197-209	Bowles
b. Oak Glen Paving Project	210-222	Bowles
29. Boards and Committees Consideration and Possible Action on the Below Listed Board Members as Follows:	223-225	Moore
a. <u>McMahon/Wrinkle Aviation Advisory Board</u> Johnathan Ray - Reappoint - Dist. One Joseph Harrison - Removal - Dist. Four Shane Schaffner - Appoint - Dist. Four		Moore
b. <u>Zoning Board of Adjustments</u> Debbie Ramirez - Reappoint - Dist. One Carrie Rodman - Reappoint - Dist. Three		Moore
c. <u>Zoning Board of Adjustments - Alternates</u>		Moore

Maria Padilla - Reappoint - Dist. One

- | | |
|--|-------|
| d. <u>Animal Rescue & Adoption Committee</u>
Amanda Williams - Reappoint - Dist. One
Brittany Hankins - Reappoint - Dist. Five | Moore |
| e. <u>Big Spring Economic Development Corporation</u>
Cody Williams - Reappoint - Dist. One | Moore |

Council Input

- | | |
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| 30. Input | Moore |
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Executive Session

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| 31. Adjourn into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Employment of the following: <ul style="list-style-type: none">• City Manager• Fire Chief | Moore |
| 32. Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meeting Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Potential Litigation | Moore |
| 33. Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meeting Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations | Moore |
| 34. Reconvene into Open Session and Take Any Necessary Action on Executive Session Items | Moore |
| 35. Adourn | 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, September 22, 2023 at 4:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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


Tami L. Davis, City Secretary

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

801 Pine St

Code Enforcement Officer: Malissa Garcia

Exhibit B-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 801 Pine St**

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

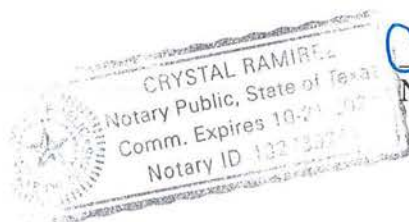
“My name is **Malissa Garcia**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **801 Pine 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 20 day of September, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-2

Property Details

Account		
Property ID:	297123	Geographic ID: 51926005104
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	801 PINE	
Map ID:		Mapsco:
Legal Description:	SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES	
Abstract/Subdivision:		
Neighborhood:	NTPK	
Owner ⓘ		
Owner ID:	315162	
Name:	BURCIAGA MARIA	
Agent:		
Mailing Address:	801 PINE BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$6,989 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$1,089 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$8,078 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$8,078 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$8,078
Ag Use Value:	\$0

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

Property Taxing Jurisdiction

Owner: BURCIAGA MARIA %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$8,078	\$8,078	\$19.30	
03B	BIG SPRING ISD	0.930900	\$8,078	\$8,078	\$75.20	
049	PERMIAN BASIN UWCD	0.001873	\$8,078	\$8,078	\$0.15	
052	HOWARD COLLEGE	0.168395	\$8,078	\$8,078	\$13.60	

Total Tax Rate: 1.340084

Estimated Taxes With Exemptions: \$108.25

Estimated Taxes Without Exemptions: \$108.25

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
801 Pine 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.

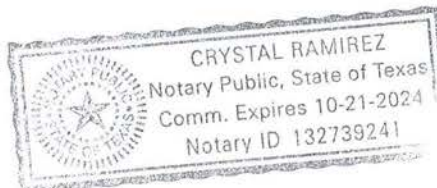
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 20 day of September, 2023.

M Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20 day of September, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-3

NOTES

Incident Notes:

Task #: 116289 - INSPECT SUBSTANDARD - 6/21/2023

Task #: 116290 - SUBSTANDARD BLD - 6/21/2023

6-19-2023 drove by and noticed the house has broken windows and door is hanging, also tree limbs are going thru the roof and roof is also bowing in structure is unsafe and needs to be removed.

6-2023 i will be sending this to leagal for notice to abate to maria burciaga at 801 pine big spring tx 79720. does not look like anybody is living there but this is the only known address for maria.

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On Sept. 19, 2023 and _____, _____, 2023, I inspected the property described as:

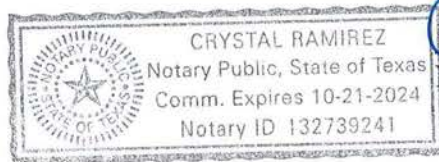
SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33
ACRES Big Spring, Howard County, Texas, also known as **801 Pine St**, Big
Spring, Texas.

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

SIGNED on the 20 day of September, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-4



6/19/2023 9:49



6/19/2023

9:49





Exhibit B-5

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

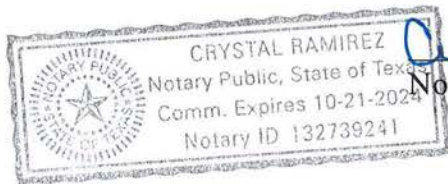
“The document in **Exhibit B-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20 day of September, 2023.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20 day of September 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

August 31st, 2023

Maria Burciaga
801 Pine St
Big Spring, Texas 79720

Re: 801 Pine St, BIG SPRING, TEXAS 79720

LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017

BLK/TRACT 33 1N 0.33 ACRES, HOWARD COUNTY

Big Spring Code Compliance has determined that at the following structure(s): Main Structure, 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
304.13.2. Openable windows. <i>Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.</i>	Windows are not accessible or easily openable when boarded. Boarded windows do not allow the capability to position them open with hardware.
Sec. 304.13 Window, skylight and door frames <i>Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.</i>	Windows that are not accessible are not considered to be in good repair or sound conditions. Boarded windows that do not meet these requirements should be replaced.
Sec. 304.6 Exterior Walls <i>Exterior walls shall be free from holes, breaks, and looses or rotting materials; and maintained weatherproof and properly surface coated wear to prevent deterioration.</i>	The structure visibly shows signs of rotting material, holes, breaks and uncoated surfaces. An exterior wall must be maintained and weatherproof. The exterior walls shall be properly coated to prevent any deterioration and deterioration must be repaired.

Sec. 304.7 Roofs and Drainage <i>The roof and flashings 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 down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.</i>	A roof must provide adequate coverage keeping the interior portion of the structure free from rain, drainage and obstructions. Any cracks, holes, leaks and obstructions to the roof shall be repaired.
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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:

Repair
of structure(s).

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

Issued by

Malissa Garcia

Name

Code Officer

Title

432-264-2506

Phone

mgarcia@mybigspring.com

E-mail

The City's goal is voluntary compliance.

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

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

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

This proceeding is held before a hearing board (either City Council or the Board of Adjustment and

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, September 12, 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,

Nick Reyna, Building/Code Official
City of Big Spring, Texas



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

September 15, 2023

Maria Burciaga
801 Pine St
Big Spring, Texas 79720

Re: 801 Pine St, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017
BLK/TRACT 33 1N 0.33 ACRES, HOWARD COUNTY**

Big Spring Code Compliance has determined that at the following structure(s): Main Structure, 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 whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The structure has unsecure doors creating an attractive nuisance to the public. The structures exterior has not been maintained and is severely 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.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have	The roof has defects that admit rain and is not sound and not tight.

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 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:

Demolish and Remove
of structure(s).

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

Issued by

Malissa Garcia
Name

Code Enforcement Officer
Title

+1 (432) 264-2506
Phone

mgarcia@mybigspring.com
E-mail

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, September 26, 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,



Nick Reyna, Code Enforcement / Building Official
City of Big Spring, Texas

Exhibit B-7



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 SEPTEMBER 26TH, 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:

901 NW 2ND ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 1-2 BK J MOORE IRR 85 ACQ 06232015 BLK/TRACT J 0.518 ACRES- OWNER: ROYAL BRAWLEY

801 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES-OWNER: MARIA BURCIAGA

506 N JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 75X80 REAR 798 0.57 ACRES- OWNER: RUPERT BROWN

509 NW 8TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 19 BAUER 0X140 530 BLK/TRACT 19 0.161 ACRES ACQ 01142019 – OWNER: DANY SOM

904 NOLAN , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/75' OF LT 1 BK 79 ORIGINAL TOWN 75X140 1252 ACQ 041912 0.241 ACRES- OWNER: JERRY & TERESA MCGUIRE AND BUNKY ATKINSON

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

901 NW 2ND ST

Code Enforcement Officer: Malissa Garcia

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 901 NW 2ND 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 **901 NW 2ND 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 20 day of September, 2023.

M. Garcia
AFFIANT

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

Crystal Ramirez
Notary Public, State of Texas

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

Exhibit A-2

Property Details

Account		
Property ID:	284028	Geographic ID: B4530008500
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	901 NW 2ND	
Map ID:		Mapsco:
Legal Description:	LTS 1-2 BK J MOORE IRR 85 ACQ 06232015 BLK/TRACT J 0.518 ACRES	
Abstract/Subdivision:		
Neighborhood:	TENN TENNYSON	
Owner 		
Owner ID:	421700	
Name:	BRAWLEY ROYAL	
Agent:		
Mailing Address:	901 NW 2ND ST BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	DV4 - Disabled Veterans 70% - 100% HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$56,634 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$6,996 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$63,630 (=)
Agricultural Value Loss:	\$0 (-)
Appraised Value:	\$63,630 (=)
Homestead Cap Loss:	\$2,789 (-)
Assessed Value:	\$60,841
Ag Use Value:	\$0

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

Property Taxing Jurisdiction

Owner: BRAWLEY ROYAL %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$63,630	\$24,673	\$58.95	
02B	CITY OF BIG SPRING	0.673163	\$63,630	\$31,673	\$213.21	
03B	BIG SPRING ISD	0.930900	\$63,630	\$0	\$0.00	\$37.00
052	HOWARD COLLEGE	0.168395	\$63,630	\$24,673	\$41.55	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$313.71

Estimated Taxes Without Exemptions: \$1,279.83

STATE OF TEXAS

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COUNTY OF HOWARD

CERTIFICATION
901 NW 2ND 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.

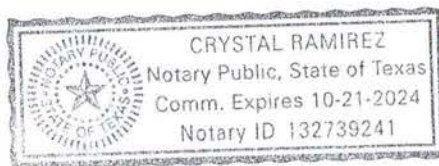
Making this record was a regular practice of that activity.

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 20 day of September, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-3

05-19-2023 12:02 PM

TASK NOTES REPORT

TASK #: 115827
TASK CODE: INSPECT SUBSTANDARD
PROPERTY: 901 NW 2ND ST

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

Task #: 115827 - INSPECT SUBSTANDARD - 5/19/2023

Task #: 115828 - SUBSTANDARD BLD - 5/19/2023

4-26-2023 Drove by and the house and on the west side of the property is without windows and doors and roof is bowing in. house needs to be fixed or demoed.

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA**

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

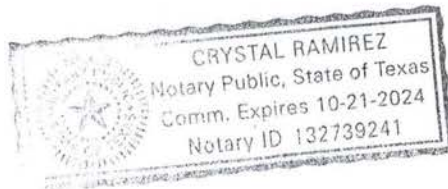
LTS 1-2 BK J MOORE IRR 85 ACQ 06232015 BLK/TRACT J 0.518 ACRES
Big Spring, Howard County, Texas, also known as **901 NW 2ND ST**, Big Spring,
Texas.

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

SIGNED on the 20 day of September, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-4



4/26/2023 15:09





4/26/2023 15:08



STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

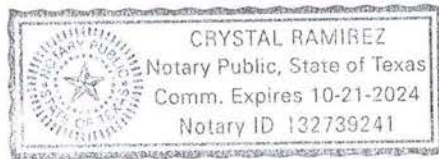
“The document in **Exhibit A-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20 day of September, 2023.

M. Garcia
AFFIANT

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



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-6



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

August 31st, 2023

Royal Brawley
901 NW 2ND ST
Big Spring, Texas 79720

Re: 901 NW 2ND ST, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LTS 1-2 BK J MOORE IRR 85 ACQ 06232015
BLK/TRACT J 0.518 ACRES, HOWARD COUNTY

Big Spring Code Compliance has determined that at the following structure(s): Main Structure, 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
304.13.2. Openable windows. <i>Every window, other than a fixed window, shall be easily openable and capable of being held in position by window hardware.</i>	Windows are not accessible or easily openable when boarded. Boarded windows do not allow the capability to position them open with hardware.
Sec. 304.13 Window, skylight and door frames <i>Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight.</i>	Windows that are not accessible are not considered to be in good repair or sound conditions. Boarded windows that do not meet these requirements should be replaced.
Sec. 304.6 Exterior Walls <i>Exterior walls shall be free from holes, breaks, and looses or rotting materials; and maintained weatherproof and properly surface coated wear to prevent deterioration.</i>	The structure visibly shows signs of rotting material, holes, breaks and uncoated surfaces. An exterior wall must be maintained and weatherproof. The exterior walls shall be properly coated to prevent any deterioration and deterioration must be repaired.

Sec. 304.7 Roofs and Drainage <i>The roof and flashings 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 down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.</i>	A roof must provide adequate coverage keeping the interior portion of the structure free from rain, drainage and obstructions. Any cracks, holes, leaks and obstructions to the roof shall be repaired.
--	--

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:

Repair
of structure(s).

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

Issued by

Malissa Garcia

Name

Code Officer

Title

432-264-2506

Phone

mgarcia@mybigspring.com

E-mail

The City's goal is voluntary compliance.

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

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

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

This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, September 12, 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.

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Sincerely,

Nick Reyna, Building/Code Official
City of Big Spring, Texas



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

September 15, 2023

Royal Brawley
901 NW 2ND
Big Spring, Texas 79720

Re: 901 NW 2ND ST, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LTS 1-2 BK J MOORE IRR 85 ACQ 06232015
BLK/TRACT J 0.518 ACRES, HOWARD COUNTY

Big Spring Code Compliance has determined that at the following structure(s): Rear Structure, 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 whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The structure has unsecure doors creating an attractive nuisance to the public. The structures exterior has not been maintained and is severely 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.
304.7 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	The roof has defects that admit rain and is not sound and not tight.

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 following actions are required to correct the violation(s) at the structure(s) as stated above:

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Demolish and Remove
of structure(s).

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

Issued by

Malissa Garcia

Name

Code Enforcement Officer

Title

+1 (432) 264-2506

Phone

mgarcia@mybigspring.com

E-mail

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.

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5:30 PM, September 26, 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.

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(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,



Nick Reyna, Code Enforcement / Building Official
City of Big Spring, Texas

Exhibit A-7



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 SEPTEMBER 26TH, 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:

901 NW 2ND ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 1-2 BK J MOORE IRR 85 ACQ 06232015 BLK/TRACT J 0.518 ACRES- OWNER: ROYAL BRAWLEY

801 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES-OWNER: MARIA BURCIAGA

506 N JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 75X80 REAR 798 0.57 ACRES- OWNER: RUPERT BROWN

509 NW 8TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 19 BAUER 0X140 530 BLK/TRACT 19 0.161 ACRES ACQ 01142019 – OWNER: DANY SOM

904 NOLAN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/75' OF LT 1 BK 79 ORIGINAL TOWN 75X140 1252 ACQ 041912 0.241 ACRES- OWNER: JERRY & TERESA MCGUIRE AND BUNKY ATKINSON

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

506 N JOHNSON

Code Enforcement Officer: Jacob Leos

Exhibit C-1

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Exhibit C-2

Property Details

Account		
Property ID:	294448	Geographic ID: 51442033300
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	506 N JOHNSON	
Map ID:		Mapsco:
Legal Description:	SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 75X80 REAR 798 0.57 ACRES	
Abstract/Subdivision:		
Neighborhood:	NTSD	
Owner ?		
Owner ID:	752136	
Name:	BROWN RUPERT	
Agent:		
Mailing Address:	1507 SYCAMORE BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$3,300 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$3,300 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$3,300 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$3,300
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: BROWN RUPERT %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$3,300	\$3,300	\$7.88	
02B	CITY OF BIG SPRING	0.673163	\$3,300	\$3,300	\$22.21	
03B	BIG SPRING ISD	0.930900	\$3,300	\$3,300	\$30.72	
052	HOWARD COLLEGE	0.168395	\$3,300	\$3,300	\$5.56	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$66.37

Estimated Taxes Without Exemptions: \$66.37

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Exhibit C-3

TASK #: 116417
TASK CODE: INSPECT SUBSTANDARD
PROPERTY: 506 N JOHNSON ST

ORIG. DATE:
DUE DATE:

NOTES

Incident Notes:

7-6-23 CODE OFFICER LEOS INSPECTED PROPERTY. OBSERVED SUBSTANDARD
STRUCTURE ON PROPERTY. ROOF IS DETIORATING AND IN BAD SHAPE. HOLES IN ROOF
AND ROOF IS WARPED. WINDOWS HAVE NO GLASS AND DOOR IS MISSING. THE HOUSE
HAS MANY OPENINGS. THERE IS NO SIGHTING ON HOUSE. JUST WOOD IN BAD SHAPE,
WARPED AND DETIORATING. HOUSE IS VACANT. WILL SEND CERTIFIED MAIL TO HOME
OWNER AND ADDRESS FOUND IN HOWCAD - RUPERT BROWN AT 1507 SYCAMORE BIG
SPRING TX 79720. WILL FILE COMPLAINT WITH LEGAL DEPARTMENT.

Task #: 116417 - INSPECT SUBSTANDARD - 7/11/2023

Task #: 116418 - SUBSTANDARD BLD - 7/11/2023

STATE OF TEXAS

§

COUNTY OF HOWARD

§

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**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On July, 6th, 2023 and July, 21st, 2023, I inspected the property described as:

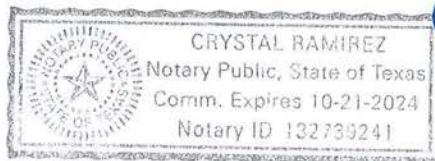
SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 75X80 REAR 798 0.57
ACRES Big Spring, Howard County, Texas, also known as **506 N JOHNSON**,
Big Spring, Texas.

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

SIGNED on the 20 day of September, 2023.

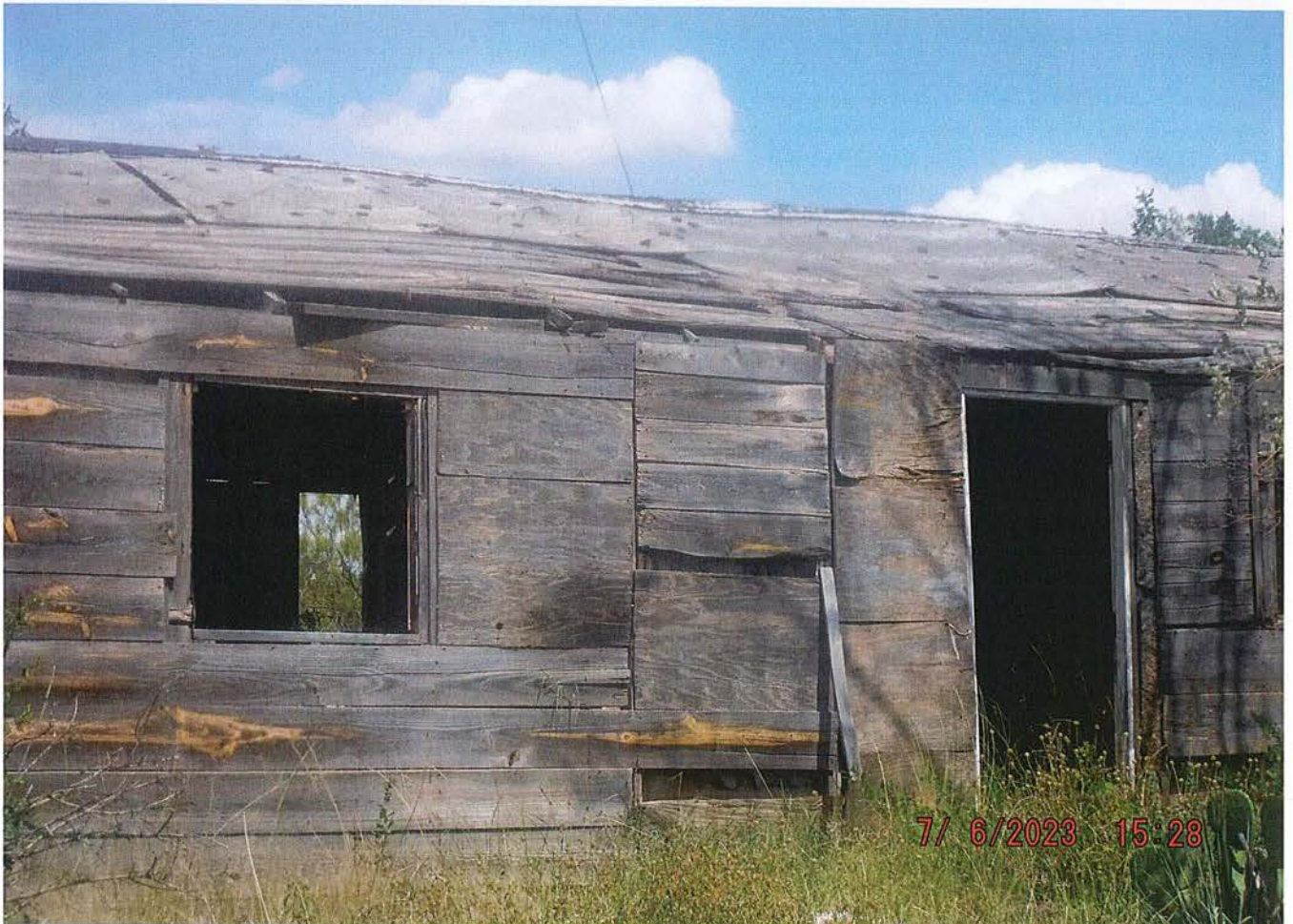
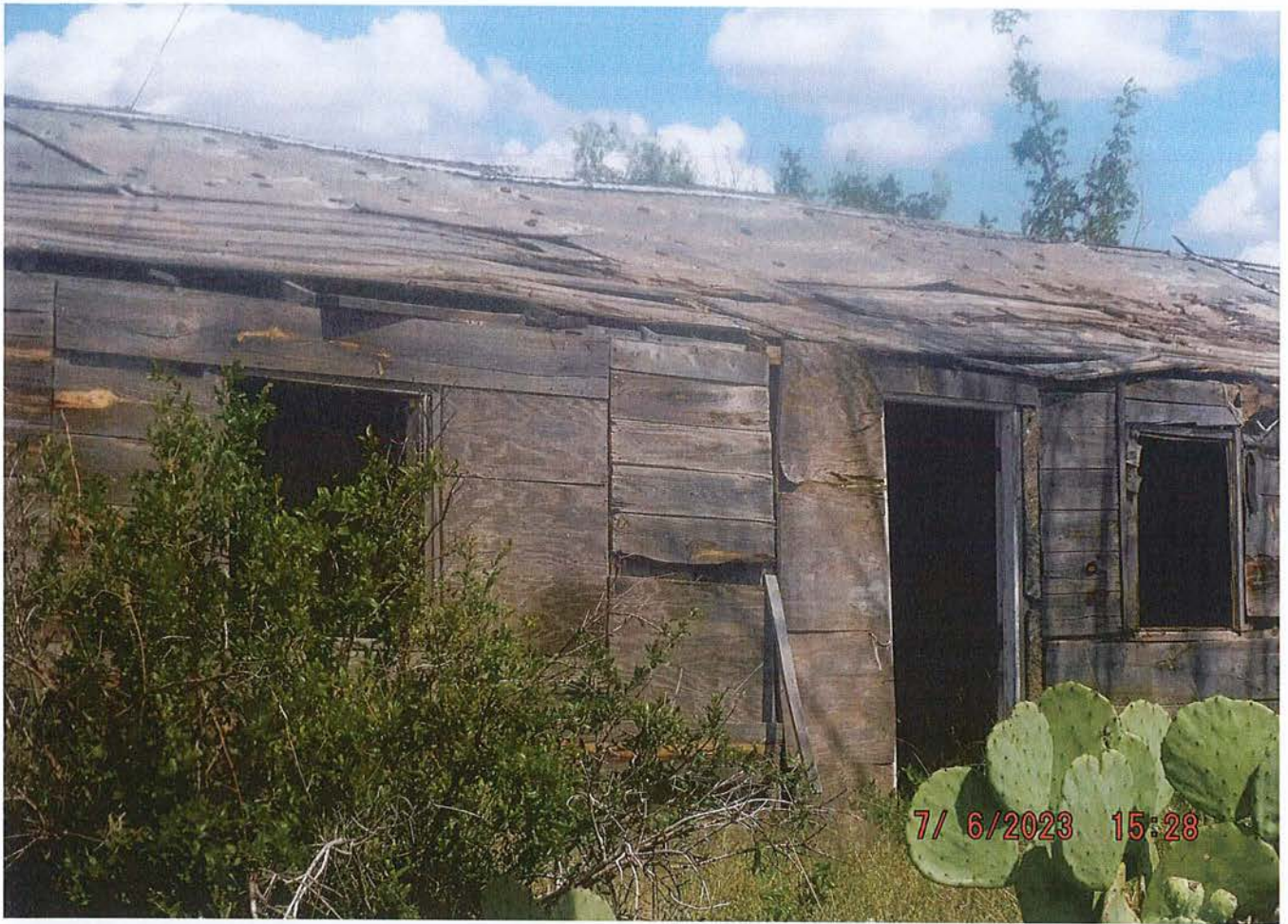
AFFIANT

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



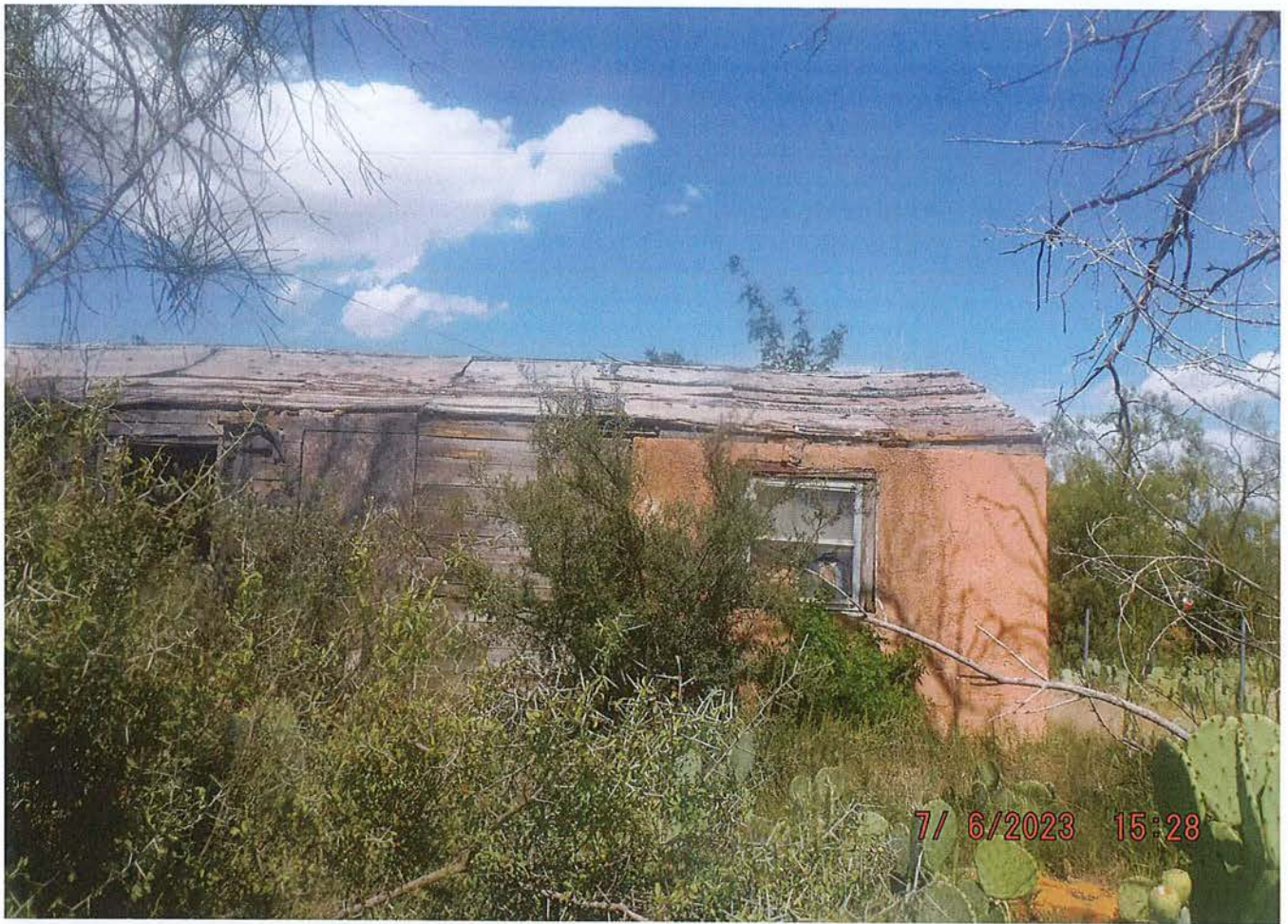
Crystal Ramirez
Notary Public, State of Texas

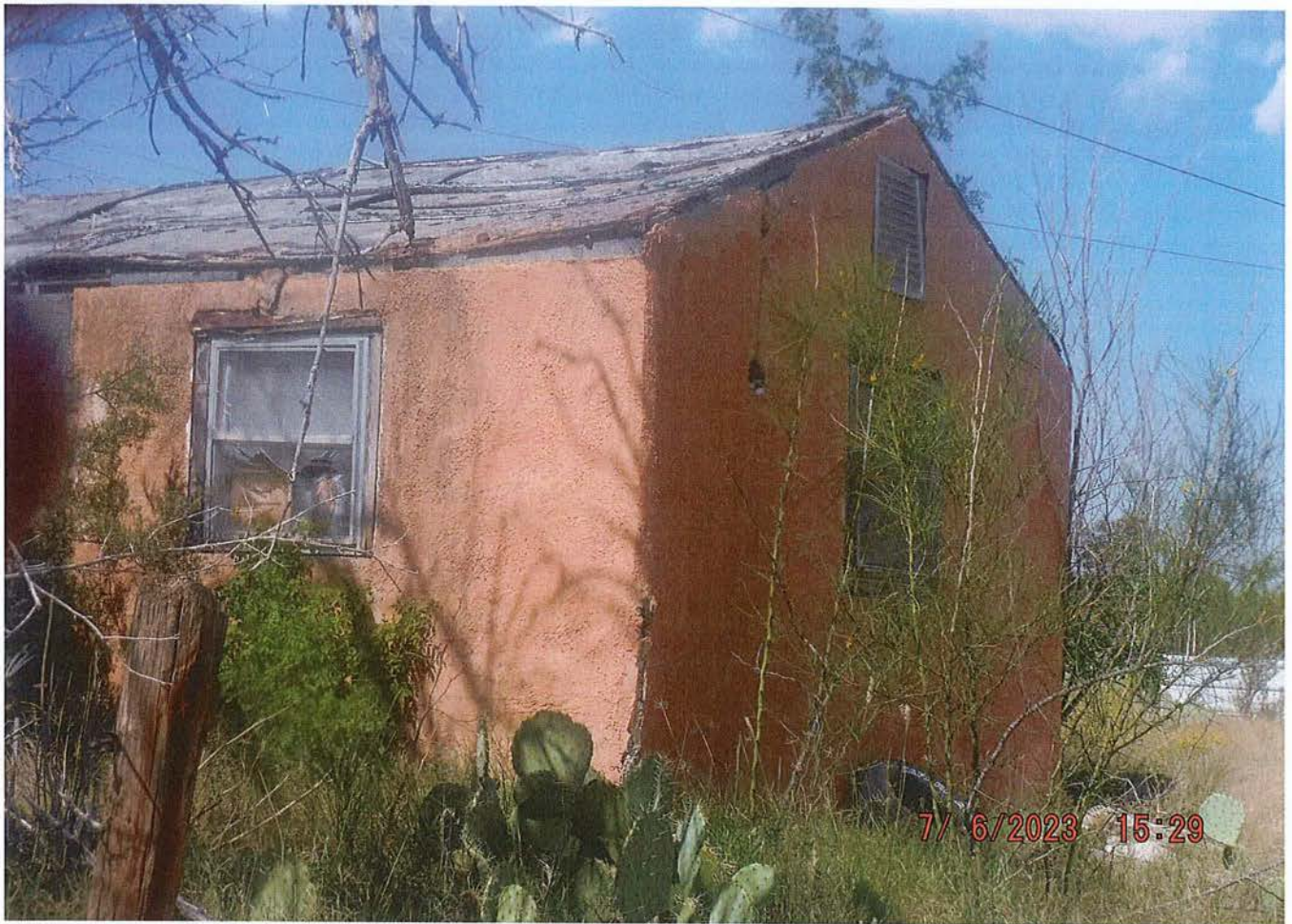
Exhibit C-4













7/21/2023 14:14







7/21/2023 14:14



7/21/2023 14:15

Exhibit C-5

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

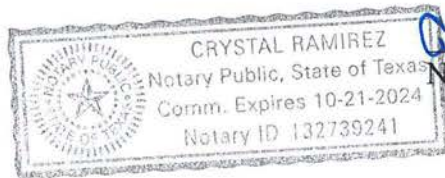
“The document in **Exhibit C-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20 day of September, 2023.

AFFIANT

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



Crystal Ramirez

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

JULY 11, 2023

Case No:73250

RUPERT BROWN
1507 SYCAMORE
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
Hazardous Structure or Premises Sec. 111.1.5.11	Any portion of a building remains on a site after the demolition or destruction of the building or <i>structure</i> or whenever any building or <i>structure</i> is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.
Property Maintenance Code Sec. 304.1.1 Unsafe Conditions	Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
Sec. 304.1.3 Unsafe Conditions	Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.
Property Maintenance Code Sec. 304. 1.1	Premises and exterior/interior property of structure not considered structurally sound, has extensive fire damage and is determined to be as unsafe, poses a threat to public health, safety and welfare

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

Corrective Action Required	Deadline for Compliance
THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, THE STRUCTURES NEEDS TO BE BROUGHT UP TO BUILDING CODE. THE ROOF AND STRUCTURE NEEDS TO BE REPAIRED. WINDOWS AND DOORS NEED TO BE REPAIRED, REPLACED AND SECURE.	Seven (7) days from date of mailing

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

Issued by	Jacob Leos	Code Compliance
	<i>Name</i>	<i>Department</i>
	432-264-2502	jleos@mybigspring.com
	<i>Phone</i>	<i>E-mail</i>

The City’s goal is voluntary compliance.

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

FAILURE TO TAKE THE CORRECTIVE ACTION WITHIN THE DEADLINE MAY RESULT IN ABATEMENT BY THE CITY, CHARGING YOU AND/OR PROPERTY OWNER(S) WITH COSTS AND PENALTIES. If you fail to take the corrective action within the deadlines stated above, the City may initiate Proceedings to Abate. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City’s request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City’s costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

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

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

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

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

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

Sincerely,



Code Enforcement Officer
City of Big Spring, Texas



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

September 15, 2023

Rupert Brown
1507 Sycamore
Big Spring, Texas 79720

Re: 506 N JOHNSON, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE
75X80 REAR 798 0.57 ACRES, HOWARD COUNTY

Big Spring Code Compliance has determined that at the following structure(s): Main Structure, 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 whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The structure has unsecure doors creating an attractive nuisance to the public. The structures exterior has not been maintained and is severely 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.
304.7 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	The roof has defects that admit rain and is not sound and not tight.

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.	
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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:

Demolish and Remove
of 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, September 26, 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,



Nick Reyna, Code Enforcement / Building Official
City of Big Spring, Texas

Exhibit C-7



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 SEPTEMBER 26TH, 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:

901 NW 2ND ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 1-2 BK J MOORE IRR 85 ACQ 06232015 BLK/TRACT J 0.518 ACRES- OWNER: ROYAL BRAWLEY

801 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES–OWNER: MARIA BURCIAGA

506 N JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 75X80 REAR 798 0.57 ACRES– OWNER: RUPERT BROWN

509 NW 8TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 19 BAUER 0X140 530 BLK/TRACT 19 0.161 ACRES ACQ 01142019 – OWNER: DANY SOM

904 NOLAN, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/75' OF LT 1 BK 79 ORIGINAL TOWN 75X140 1252 ACQ 041912 0.241 ACRES– OWNER: JERRY & TERESA MCGUIRE AND BUNKY ATKINSON

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

509 NW 8TH

Code Compliance Official: Ashley Guerra

Exhibit D-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 509 NW 8TH**

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

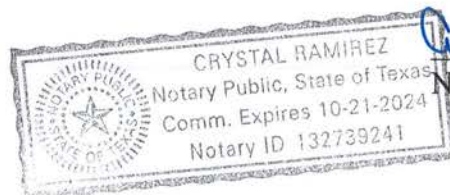
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **509 NW 8TH**, 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 20 day of Sept, 2023.


AFFIANT

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




Notary Public, State of Texas

Exhibit D-2

Property Details

Account		
Property ID:	277037	Geographic ID: B2280017400
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	509 NW 8TH	
Map ID:		Mapsco:
Legal Description:	LT 5 BK 19 BAUER 50X140 530 BLK/TRACT 19 0.161 ACRES ACQ 01142019	
Abstract/Subdivision:		
Neighborhood:	BAUR	
Owner ?		
Owner ID:	425395	
Name:	SOM DANY	
Agent:		
Mailing Address:	3101 MOUNTAIN SHADOW BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$18,480 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$2,200 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$20,680 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$20,680 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$20,680
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: SOM DANY %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$20,680	\$20,680	\$49.41	
02B	CITY OF BIG SPRING	0.673163	\$20,680	\$20,680	\$139.21	
03B	BIG SPRING ISD	0.930900	\$20,680	\$20,680	\$192.51	
052	HOWARD COLLEGE	0.168395	\$20,680	\$20,680	\$34.82	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$415.95

Estimated Taxes Without Exemptions: \$415.95

STATE OF TEXAS

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§
§

COUNTY OF HOWARD

CERTIFICATION
509 NW 8TH 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.

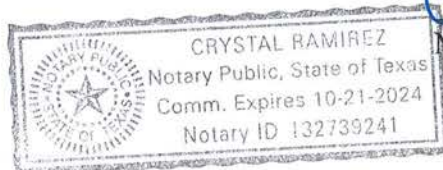
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 20 day of Sept, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 20 day of September, 2023

by the above referenced Affiant.




Notary Public, State of Texas

Exhibit D-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 13
September 2023 16:30

Case # 23-00000067

Parcel # : 277037

Site Address: 509 NW 8TH

Case Description: SUBSTANDARD BUILDING MAIN STRUCTURE IS OK BACK STRUCTURE NEEDS TO BE ABATED

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		sent to legal on 9-13-23	Ashley Guerra	09/13/23	
SITE VISIT		ON 9-8-23 WENT OUT FOR REINSPECTION NO PROGRESS HAS BEEN MADE ON PROPERTY AND ALSO NO CONTACT HAS BEEN MADE .	Ashley Guerra	09/08/23	
CORRECTIVE ACTION		SUBSTANDARD BUILDING IN THE BACK YARD IS HAZARDOUS AND DANGEROUS AND NEEDS TO BE BROUGHT DOWN DEADLINE FOR COMPLIANCE SEVEN (7) DAYS FROM THE DATE OF MAILING	Ashley Guerra	08/23/23	
PHOTOS		PHOTOS ON 8-23-23	Ashley Guerra	08/23/23	
SITE VISIT		ON 8-23-23 NOTICED SUBSTANDARD BUILDING IN BACK YARD OF PROPERTY AND NEEDS TO BE ABATED	Ashley Guerra	08/23/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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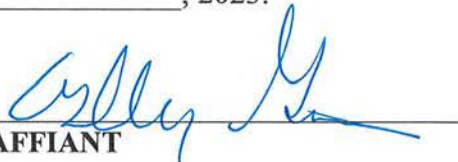
**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits D-4** I am familiar with and recognize the scene depicted in the photographs. On August 23rd, 2023 and September 8th, 2023, I inspected the property described as:

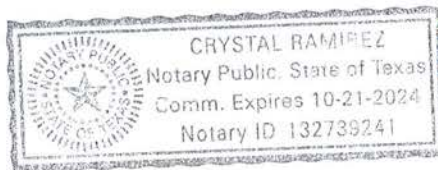
LT 5 BK 19 BAUER 50X140 530 BLK/TRACT 19 0.161 ACRES ACQ
01142019 Big Spring, Howard County, Texas, also known as **509 NW 8TH**, Big Spring, Texas.

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

SIGNED on the 20 day of Sept, 2023.


AFFIANT

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




Notary Public, State of Texas

Exhibit D-4









September 8, 2023 9:24 AM







September 8, 2023 9:26 AM

Page 113 of 225

Exhibit D-5

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

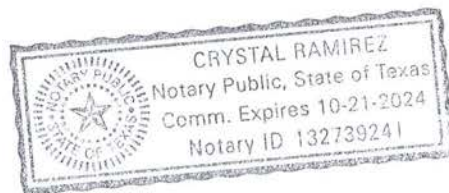
“The document in **Exhibit D-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20 day of Sept, 2023.


AFFIANT

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




Notary Public, State of Texas

Exhibit D-6



City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION
217 East 3rd St., Big Spring, TX 79720
Ph: 432-264-2504 Fax: 432-264-7024

FINAL NOTICE OF VIOLATION

23-00000067

SOM DANY
3101 MOUNTAIN SHADOW
BIG SPRING, TX 79720

Subject Property: 509 NW 8TH , BIG SPRING, TX 00000
APN: 277037

Dear SOM DANY

This is a follow-up notice regarding the subject address where code violations persist. As you are aware, on you were sent a notice regarding this matter.

Your property was recently reinspected and no progress was observed. You must make the following correction(s) by or contact Code Enforcement to get this matter resolved promptly.

Municipal Code	Description	Corrective Action
----------------	-------------	-------------------

SUBSTANDARD STRUCTURE	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: 1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.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 watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.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 in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	SUBSTANDARD BUILDING IN THE BACK YARD IS HAZARDOUS AND DANGEROUS AND NEEDS TO BE BROUGHT DOWN DEADLINE FOR COMPLIANCE SEVEN (7) DAYS FROM THE DATE OF MAILING
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After , an inspection of your property will take place to verify compliance. Should this notice resolve the concern, no further action will be taken. However, please be advised, if a property owner or resident does not comply, further code enforcement action will be required.

Should you have questions regarding this notice, you may contact the undersigned at 432-264.2505 or by email at aguerra@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,

Ashley Guerra
Code



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

September 15, 2023

Dany Som
3101 Mountain Shadow
Big Spring, Texas 79720

Re: 509 NW 8TH, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 5 BK 19 BAUER 50X140 530 BLK/TRACT 19 0.161
ACRES ACQ 01142019, HOWARD COUNTY

Big Spring Code Compliance has determined that at the following structure(s): Main Structure, 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 whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The structure has unsecure doors creating an attractive nuisance to the public. The structures exterior has not been maintained and is severely 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.
304.7 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	The roof has defects that admit rain and is not sound and not tight.

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 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:

Demolish and Remove
of structure(s).

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, September 26, 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,



Nick Reyna, Code Enforcement / Building Official
City of Big Spring, Texas

Exhibit D-7



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 SEPTEMBER 26TH, 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:

901 NW 2ND ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 1-2 BK J MOORE IRR 85 ACQ 06232015 BLK/TRACT J 0.518 ACRES- OWNER: ROYAL BRAWLEY

801 PINE ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES-OWNER: MARIA BURCIAGA

506 N JOHNSON, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 41 WILLIAM B CURRIE 75X80 REAR 798 0.57 ACRES- OWNER: RUPERT BROWN

509 NW 8TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 19 BAUER 0X140 530 BLK/TRACT 19 0.161 ACRES ACQ 01142019 – OWNER: DANY SOM

904 NOLAN , BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: S/75' OF LT 1 BK 79 ORIGINAL TOWN 75X140 1252 ACQ 041912 0.241 ACRES- OWNER: JERRY & TERESA MCGUIRE AND BUNKY ATKINSON

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

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, September 12, 2023, with the following members present in person:

COUNCIL MEMBER TROY TOMPKINS
COUNCIL MEMBER DIANE YANEZ
MAYOR PRO TEM NICK ORNELAS
MAYOR ROBERT MOORE
COUNCIL MEMBER CODY HUGHES
COUNCIL MEMBER MAURY SMITH
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

Kevin Freeman gave the invocation.

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

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

Public Comment

Public Comment

There were no comments at this time.

Announcements, Presentations and Public Hearings

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins, Council Member Smith
NAYS: None**

MOTION PASSED

Each public hearing listed below regarding the abatements were presented to the Council with an abatement order and pictures. The following citizen spoke regarding their property:

Leanne Dovie Lynn - 1209 W 2nd Street

Presentation on TMRS (Texas Municipal Retirement System)

Kenneth Oliver with TMRS gave a general overview of how the city's retirement system works.

PUBLIC HEARING - Proposed Tax Rate for Year 2023

Sandy Smith, Finance Director, explained the proposed tax rate for year 2023 is the De Minimis Rate of \$0.670429. One citizens requested that the City Council consider the No-New-Revenue Tax Rate of \$0.636039 due to a few changes in the 2023-2024 budget.

PUBLIC HEARING - Annual Budget for Fiscal Year 2023-2024

Sandy Smith, Finance Director, explained a few changes to the Annual Budget for Fiscal Year 2023-2024 since the budget work sessions held in August. No comments were made at this time.

PUBLIC HEARING - To Consider a Change to the City's Zoning Regulation Article 6, District Regulations, Section 6-6 Districts and Permitted Uses, Residential Districts, Regarding Lot Coverage

Todd Darden, City Manager, explained the changes proposed regarding lot coverage. No comments were made at this time.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of

Public Nuisance, at 506 SGT PAREDEZ, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: PART W/80 E/160 BK 100 ORIGINAL TOWN 80X69 PROPERTY LOCATED @ 506 NW 5TH 0174 BLK/TRACT 100 0.312 ACRES - OWNER: RAMONA ROLDAN NAVARETTE

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the above captioned property (506 Sgt. Paredes), seconded by Council Member McDonald.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 605 S DOUGLAS, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: E/2 OF LTS 9-10 BK 1 STRIPLING 70X140 872 ACQ 09082015 BLK/TRACT 1 0.167 ACRES- OWNER: ROBERT RIOS

MOTION WAS MADE BY Mayor Moore to repair and secure the exterior of the above captioned property (605 S. Douglas St.) within 45 days, seconded by Mayor Pro Tem Ornelas.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 611 DOUGLAS, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 7 BK 7 EARLES 50X130 876 ACQ 03062019 0.149 ACRES- OWNER: MASON NABAR HERNANDEZ

MOTION WAS MADE BY Mayor Pro Tem Ornelas to repair and secure the exterior of the above captioned property (611 Douglas St.) within 30 days, seconded by Council Member Smith.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 900 NW 1ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 7 BK J MOORE IRR 087 ACQ 062707 BLK/TRACT J 0.306 ACRES- OWNER: PRESTON & OLETHA JOHNSON

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property (900 NW 1st Street), seconded by Mayor Moore.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald
NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 900 NW 2ND, BIG SPRING, TEXAS 79720 - LEGAL
DESCRIPTION: LT 12 BK G MOORE IRR 084 0.316 ACRES- OWNER: JESSIE NELSON

MOTION WAS MADE BY Mayor Moore to abate the above captioned property (900 NW 2nd Street) after 45 days, seconded by Council Member Hughes.

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

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 2006 JOHNSON, BIG SPRING, TEXAS 79720 - LEGAL
DESCRIPTION: N/50 SE/4 OF BK 27 COLLEGE HEIGHTS 50X140 1212 AXQ 071709 BLK/TRACT 27 0.161 ACRES- OWNER: ERNESTO GONZALES AND MARIA RODRIGUEZ

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property (2006 Johnson), seconded by Council Member Smith.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald
NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1209 W 2ND, BIG SPRING, TEXAS 79720 - LEGAL
DESCRIPTION: PT LTS 4-5 BK 2 BOWSER 100X140 487 0.321 ACRES ACQ 07152020 - OWNER: LEANNE DOVIE LYNN

MOTION WAS MADE BY Mayor Moore to put the above captioned property (1209 W 2nd) back on the abate list in 60 days if improvements have not been made, seconded by Council Member Tompkins.

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

MOTION PASSED

MOTION WAS MADE BY Council Member Hughes to close the above captioned public hearings, seconded by Mayor Pro Tem Ornelas.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 3, September 20th
- Howard Central Appraisal District Board of Directors Nominations - Due October 15th
- Downtown Revitalization Program on Main Street is Complete

Todd Darden, City Manager, gave a brief update on the above captioned items.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of August 22, 2023.

Acknowledge Receipt of the Planning & Zoning Commission Minutes for the Regular Meeting of July 20, 2023

Final Reading of a Resolution Approving a Negotiated Settlement Between the Executive Committee of Cities Served by Atmos West Texas ("Cities") and Atmos Energy Corp., West Texas Division Regarding the Company's 2023 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tariffs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse Cities' Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the Cities' Legal Counsel

MOTION WAS MADE BY Council Member McDonald to approve the above captioned minutes and resolution, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald
NAYS: None

MOTION PASSED

Vouchers

Vouchers for 08/23/23 \$ 377,929.90
Vouchers for 08/31/23 \$ 317,580.31
Drafts \$ 760,534.13

Council Member Yanez reviewed the above captioned vouchers.

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

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald
NAYS: None

MOTION PASSED

Vouchers for 09/07/23 \$ 880,338.87
Drafts \$ 806,359.73

Council Member Hughes reviewed the above captioned vouchers.

MOTION WAS MADE BY Council Member Hughes to approve the above captioned vouchers, seconded by Council Member McDonald.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald
NAYS: None

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for the 2023 Tank Cleanings and Rehabilitation Project and Authorizing the City Manager or His Designee to Execute Any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Riley Industrial Services in the amount of \$257,178.00, seconded by Council Member McDonald.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald
NAYS: None

MOTION PASSED

Consideration and Possible Action on Awarding Annual Bids and Authorizing the City Manager or His Designee to Execute any Necessary Documents as Follows:

MOTION WAS MADE BY Council Member Hughes to award staff's recommendations to go with the lowest bid on the below listed annual bids except for aluminum sulfate, polymer and sodium hydroxide, seconded by Council Member Tompkins as listed below:

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION

Aluminum Sulfate

Awarded to Chameleon Industries in the amount of \$225,000.00.

Anhydrous Ammonia

Awarded to DPC Industries in the amount of \$87,600.00.

Downtown Janitorial Services

Awarded to Manny's Janitorial Service in the amount of \$48,486.00.

Liquid Chlorine

Awarded to DPC Industries in the amount of \$317,070.00.

Polymer

Awarded to Polydyne, Inc. in the amount of \$74,000.00.

Sodium Hydroxide

Awarded to DPC Industries in the amount of \$44,325.00.

Sodium Permanganate

Awarded to Shannon Chemical Corporation in the amount of \$218,201.90.

Sulfur Dioxide

Awarded to DPC Industries in the amount of \$45,000.00.

Valves and Fittings

Awarded to Core & Main in the amount of \$694,080.37.

New Business

Consideration and Possible Action Regarding the Howard County 9-1-1 Communications District's Proposed Budget for 2023-2024

Jenna Jenkins with the Howard County 9-1-1 Communications District's presented the proposed budget for 2023-2024. After a brief discussion and some concerns with their budget the Council agreed to postpone this item until the next council meeting.

Consideration and Possible Action Authorizing Event Funding Request from CVB for Howard College Basketball Classic

MOTION WAS MADE BY Council Member Hughes to approve the above captioned event funding request, seconded by Mayor Pro Tem Ornelas.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

First Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for Said City for the Year 2023; Directing the Assessment and Collection Thereof; Providing for Severability; and Establishing an Effective Date

MOTION WAS MADE BY Mayor Pro Tem Ornelas to adopt the No-New-Revenue Tax Rate of \$0.636039, seconded by Council Member Yanez.

After a brief discussion over reasons to lower the tax rate to the No-New-Revenue Tax Rate from the previously discussed De Minimis Tax Rate, Andrew Hagen, City Attorney, advised to adjourn into executive session in accordance with the purposes permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to provide legal advice and counsel with respect to potential litigation at 7:30 p.m.

Mayor Moore reconvened into open session at 7:42 p.m. with no action taken regarding the executive session.

At this time the MOTION THAT WAS MADE BY Mayor Pro Tem Ornelas to adopt the No-New-Revenue Tax Rate of \$0.636039, seconded by Council Member Yanez was voted on at this time.

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

NAYS: Mayor Moore

MOTION PASSED

First Reading of an Ordinance Approving and Adopting an Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; Providing for Severability; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Council Member Hughes to approve the budget save and except the CVB budget in the above captioned ordinance due to a conflict of interest, seconded by Council Member Tompkins.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

MOTION WAS MADE BY Council Member Tompkins to approve the CVB budget as part of the above captioned ordinance, seconded by Council Member Hughes.

**YEAS: Council Member Hughes, Council Member Tompkins, Mayor Pro Tem 6
Ornelas, Council Member Smith, Council Member Yanez, Council Member 0
McDonald 1**

NAYS: None

ABSTAINED: Mayor Moore

MOTION PASSED

First Reading of an Ordinance Due to Increased Costs of Operating the Water Utilities by Amending Chapter 50 of the Code of Ordinance Entitled "Utilities," Article iv Entitled "Utility Service Charges," Section 50-92 Entitled "Charges for Water Rate" Subsection B; Providing for Publication; and Providing an Effective Date

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

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

First Reading of an Ordinance Directing the City Manager to Direct the Placement of Stop Signs for a Three-Way Stop at Coronado Avenue and Craigmont Drive, and Four-Way Stops at Crestline Road and Avondale Drive, and at Melrose Lane and Belvedere Road; Providing for the Penalty Under State Law; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by State Law; Providing for Publication; and Providing an Effective Date

MOTION WAS MADE BY Council Member McDonald to approve the above

captioned ordinance, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald

NAYS: None

MOTION PASSED

First Reading of an Ordinance Amending the Big Spring City Code, Article VI "Tow Trucks," Chapter 48 "Traffic and Vehicles," Section 48-206 "License and Permit Fees," to Increase the Annual License Fee of Towing Companies Performing Nonconsent Tows to \$100.00 Per Year or "\$200.00 Per Year for a Rotation Permit; 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; Providing for Publication; and Establishing an Effective Date

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

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald

NAYS: None

MOTION PASSED

First Reading of an Ordinance Amending the Big Spring Zoning Ordinance Article 6 "District Regulation," Section 6-6 Districts and Permitted Uses, to 50% of the Total Lot Area that May be Covered by the Combined Area of the Main Buildings and Accessory Buildings for the Following Districts; A, Agriculture District, Currently 20%; SF-1, Single-Family Dwelling District, Currently 35%; SF-2, Single-Family Dwelling District, Currently 35%; SF-3, Single-Family Dwelling District, Currently 35%; 2F, Two-Family Dwelling District, Currently 40%; GR, General Residential District, Currently 45%; Providing for the 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 Tompkins to approve the above captioned ordinance, seconded by Council Member Smith.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald

NAYS: None

MOTION PASSED

Consideration and Possible Action of an Amendment to an Oil & Gas Lease with HighPeak Energy Assets, LLC and Authoring the City Manager to Negotiate and Execute any Necessary Documents

MOTION WAS MADE BY Council Member Tompkins to approve the above captioned amended lease, seconded by Council Member McDonald.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

Consideration and Possible Action to Authorize the City Manager to negotiate and execute a five-year lease with ABS Wind USA LLC for Building 75 and premises at Big Spring Wrinkle McMahon Airport plus two renewal terms of five years each.

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

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

Board Appointments

MOTION WAS MADE BY Mayor Moore to appoint and reappoint the citizens listed below to the various boards listed, seconded by Council Member McDonald.

**YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7
Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0
Council Member McDonald**

NAYS: None

MOTION PASSED

Board of Adjustments & Appeals

Steve Herrin - Nominated by Mayor Moore

McMahon/Wrinkle Aviation Advisory Board

Robert D. Miller - Nominated by Mayor Moore

Animal Rescue & Adoption Committee

Jill Wilbanks - Nominated by Mayor Moore

Big Spring Economic Development Corporation

Joel Delagarza - Nominated by Mayor Moore

Planning & Zoning Commission

Dale Avant - Reappoint for District 1

Kelley Harris - Reappoint and Change from District 4 to District 3

Council Input

Input

There was no council input at this time.

Executive Session

ADJOURN into Executive Session in Matters Covered by Texas Government Code Section 551.074 "Personnel Matters; Closed Meeting" to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline or Dismissal of the following:

City Attorney

City Manager

Municipal Judge

MOTION WAS MADE BY Council Member Smith to adjourn into the above listed executive session at 8:08 p.m., seconded by Council Member McDonald.

YEAS: Mayor Moore, Council Member Hughes, Council Member Tompkins, 7

Mayor Pro Tem Ornelas, Council Member Smith, Council Member Yanez, 0

Council Member McDonald

NAYS: None

MOTION PASSED

ADJOURN into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Potential Litigation.

The above captioned executive session was moved to an earlier time in the meeting.

Reconvene into Open Session and Take Any Necessary Action Regarding the Executive Sessions.

Mayor Moore reconvened the City Council meeting at 9:00 p.m. and there was no action taken regarding the above captioned executive session.

Adjourn

Mayor Moore adjourned the City Council meeting at 9:01 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

FROM: John Medina, Assistant City Manager
TO: Mayor Robert H. Moore, City Council Members, and City Manager
RE: Ordinance to Amend Water Fees
DATE: September 12, 2023, Regular Council Meeting

ISSUE

Colorado River Municipal Water District (CRMWD) has submitted their annual budget notice to member cities. The District's Board of Directors adopted the fiscal year 2024 operation and maintenance budget with an increase of 3.52%. The City of Big Spring rates from CRMWD will change as follows:

	FY2023	FY2024
Raw Water Fee Per 1,000 Gallon	\$ 0.17	\$ 0.27
Monthly Fixed Charge	\$ 264,930	\$ 248,872
CRMWD Monthly Credit	\$ (12,630)	\$ (11,488)

RECOMMENDATION

Staff recommends a 5% water rate increase to generate revenue to support the necessary CRMWD increase and chemical increases over the past two years. This ordinance requires two readings.

BACKGROUND

The City provides water and sewer service through an enterprise fund. The water and sewer facilities, processes, equipment, and personnel costs are sustained by revenues from the fees generated by the system, not by general government revenues.

The City continues to plan and budget for major capital projects in the Water and Sewer Fund in Fiscal Year 2024 and beyond. These projects include the Water Meter Replacement Program budgeted at \$350,000, water system improvements budgeted at \$1M, and the Water and Wastewater Treatment System Upgrades budgeted at \$1.5M. Multiple year capital improvements of \$5.85M these budgeted amounts span the FY2024 – FY2025.

Results show that water rates must be increased to cover current operating costs and related debt service. The updated model shows that an increase of 5% in water rates will provide revenues sufficient to meet the needs of the water fund. Therefore, staff recommends these rate changes for FY 2024.

It is very important to note that this work will need to be updated on an annual basis due to changing schedules and costs for capital projects, actual results for water and sewer sales, actual operating costs to maintain the system, and the availability of intergovernmental sources to fund portions of the capital projects.

The following chart shows the current and proposed rates and fees:

Tiers	Current	Proposed	Increase
Base	\$ 30.00	\$ 30.00	
0-2k	\$ 1.50	\$ 1.50	\$ -
3-10k	\$ 4.37	\$ 4.59	\$ 0.22
11-20k	\$ 6.49	\$ 6.82	\$ 0.32
21-50k	\$ 6.81	\$ 7.15	\$ 0.34
50K+	\$ 7.15	\$ 7.50	\$ 0.36

Those on a fixed income utilizing 2,000 gallons or less will see no increase.

The proposed rates will increase the monthly bill by \$1.76 for a customer whose monthly water usage is 8,000 gallons. This is considered the “median” or average use customer.

The proposed rates will increase the monthly bill by \$5.74 for a customer whose monthly water usage is 22,000 gallons. This is considered a high use customer with irrigation system.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DUE TO INCREASED COSTS OF OPERATING THE WATER UTILITIES, AMENDING CHAPTER 50 OF THE CODE OF ORDINANCES ENTITLED “UTILITIES,” ARTICLE IV ENTITLED “UTILITY SERVICE CHARGES,” SECTION 50-92 ENTITLED “CHARGES FOR WATER RATES” SUBSECTION B; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, “a municipality may purchase, construct, or operate a utility system inside or outside the municipal boundaries and may regulate the system in a manner that protects the interests of the municipality....” Section 552.001(b), Texas Local Government Code; and

WHEREAS, water rates charged by a municipality must be “fair, just, and reasonable,” Section 13.042(a), Texas Water Code; and

WHEREAS, the costs of running the water system have increased, and the City Council recognizes the need to balance costs and ongoing capital needs with revenue; and

WHEREAS, water services provided outside the corporate limits of the municipality are charged at double the base rate and usage rate under Big Spring City Code Section 50-30; and

WHEREAS, City Council finds that the water rates as changed in this ordinance are fair, just, and reasonable;

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

SECTION 1. The Big Spring Code of Ordinances, Chapter 50 entitled “Public Utilities,” Article IV entitled “Utility Service Charges,” Section 50-92 entitled “Charges for Water Rates,” Subsection (B) is hereby amended as follows:

Sec. 50-92. - Charges for water rates.

...

(B) Water Usage Rate Table:

Inside city limits – Residential

0-2,000 gallons	\$1.50 per thousand gallons
3,000-10,000 gallons	\$4.38 \$4.60 per thousand gallons
11,000-20,000 gallons	\$6.49 \$6.82 per thousand gallons
21,000-50,000 gallons	\$6.81 \$7.15 per thousand gallons
>50,000 gallons	\$7.15 \$7.50 per thousand gallons

Inside city limits – Commercial

0-50,000 gallons	\$4.92 <u>\$5.17</u> per thousand gallons
51,000-100,000 gallons	\$6.17 <u>\$6.48</u> per thousand gallons
>100,000 gallons	\$6.57 <u>\$6.90</u> per thousand gallons

...

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

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

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

SECTION 5. The City Secretary is hereby directed to cause the caption and the fees associated with this ordinance to be published as provided by law.

SECTION 6. Pursuant to Section 13.043, Texas Water Code, the City Manager or his designee shall immediately provide individual written notice to each ratepayer eligible to appeal who resides outside the boundaries of the municipality or the political subdivision. The notice must include, at a minimum, the effective date of the new rates, the new rates, and the location where additional information on rates can be obtained. The City Manager or his designee may provide the notice electronically if the utility or political subdivision has access to a ratepayer's e-mail address.

SECTION 8. After two readings and upon adoption in accordance with the provisions of the Charter of the City of Big Spring, this ordinance shall take effect for the October 2022 monthly utility billing cycle.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 12th day of September, 2023, with all Councilmembers present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 26th day of September, 2023, with all Councilmembers present voting “aye” for passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING AND DIRECTING THE THE CITY MANAGER TO DIRECT THE PLACEMENT OF STOP SIGNS FOR A THREE-WAY STOP AT CORONADO AVENUE AND CRAIGMONT DRIVE, AND FOUR-WAY STOPS AT CRESTLINE ROAD AND AVONDALE DRIVE, AND AT MELROSE LANE AND BELVEDERE ROAD; PROVIDING FOR THE PENALTY UNDER STATE LAW; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY STATE LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of Big Spring, being the governing body of the City of Big Spring, a home rule city of the State of Texas, has previously adopted ordinances, rules and regulations governing the location of traffic control devices within the City and the designation of intersections; and

WHEREAS, sections 311.001, 544.002, and 542.202 of the Texas Transportation Code provide grants of authority to the City of Big Spring in addition to that arising by its status as a home rule city and any other applicable law to place traffic control devices and designate intersections on public highways, streets, and alleys of the municipality; and

WHEREAS, City Council finds it to be in the best interest of the public health, safety, and welfare of the citizens of the City of Big Spring to adopt this Ordinance;

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

SECTION 1. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

SECTION 2. The City Council hereby designates intersections as stated in the attached Exhibit A, and authorizes and directs the City Manager or his designee to place such traffic control devices as required therein.

SECTION 3. The penalty for a violation of this ordinance shall be as mandated by state law.

SECTION 4. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 5. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 6. 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. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to twice publish the caption of the Ordinance that summarizes the purpose of the Ordinance and the penalty for violating the ordinance as required by law.

SECTION 8. This Ordinance shall become effective upon its second publication according to law.

SECTION 9. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading of a regular meeting of the City Council on the **12th** day of **September, 2023**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **26th** day of **September, 2023**, with all members present voting "aye" for the passage of same.

Robert H. Moore, III, Mayor

ATTEST:

Tami Davis, City Secretary

Exhibit A

STOP signs on the N and S and W corners of 2700 Coronado Avenue and 600 Craigmont Drive, three-way stop intersection.

STOP signs on the N and S and E and W corners of 2700 Crestline Road and 800 Avondale Drive, four-way stop intersection.

STOP signs on the N and S and E and W corners of 2900 Melrose Lane and 800 Belvedere Road, four-way stop intersection.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, AMENDING THE BIG SPRING CITY CODE, ARTICLE VI "TOW TRUCKS," CHAPTER 48 "TRAFFIC AND VEHICLES"; SECTION 48-206 "LICENSE AND PERMIT FEES," TO INCREASE THE ANNUAL LICENSE FEE OF TOWING COMPANIES PERFORMING NONCONSENT TOWS TO \$100.00 PER YEAR OR \$200.00 PER YEAR FOR A ROTATION PERMIT; 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; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, City Council finds it advisable to proceed as follows; and

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

SECTION 1. Section 48-206, "License and permit fees," Article VI, "Tow Trucks," Chapter 48, "Traffic and Vehicles," Big Spring City Code, is hereby amended to read in its entirety as follows:

To cover the cost of any expenses incurred by the city police department in the processing of applications and other administrative services under this article, each tow company shall pay a license fee of \$100.00 per year and each tow company which applies for a rotation permit shall pay a permit fee of \$200.00 per year. All licenses and permits issued hereunder shall expire the first Monday of October of each year at 8:00 a.m. and shall not be prorated.

~~To cover the cost of any expenses incurred by the city police department in the processing of applications and other administrative services under this article, each tow company that performs nonconsent tows shall pay a license fee of \$15.00 per year. All licenses and permits issued hereunder shall expire the first Monday of October of each year at 8:00 a.m. and shall not be prorated.~~

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

SECTION 2. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

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

SECTION 4. 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 5. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance twice as required by law.

SECTION 6. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 7. This Ordinance shall become effective upon its publication according to law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **September, 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 **26th** day of **September, 2023** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY BIG SPRING, TEXAS AMENDING THE BIG SPRING ZONING ORDINANCE, ARTICLE 6 “DISTRICT REGULATIONS,” SECTION 6-6 DISTRICTS AND PERMITTED USES, TO 50% OF THE TOTAL LOT AREA THAT MAY BE COVERED BY THE COMBINED AREA OF THE MAIN BUILDINGS AND ACCESSORY BUILDINGS FOR THE FOLLOWING DISTRICTS: A, AGRICULTURE DISTRICT, CURRENTLY 20%; SF-1, SINGLE-FAMILY DWELLING DISTRICT, CURRENTLY 35%; SF-2, SINGLE-FAMILY DWELLING DISTRICT, CURRENTLY 35%; SF-3, SINGLE-FAMILY DWELLING DISTRICT, CURRENTLY 35%; 2F, TWO-FAMILY DWELLING DISTRICT, CURRENTLY 40%; GR, GENERAL RESIDENTIAL DISTRICT, CURRENTLY 45%; PROVIDING FOR THE 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.

WHEREAS, the Planning and Zoning Commission held a public hearing on August 22, 2023 to discuss potential amendments to the city’s zoning regulations concerning additional lot coverage in certain residential zoning districts; and

WHEREAS, the Planning and Zoning Commission submitted its final report to the City Council; and

WHEREAS, the Planning and Zoning Commission recommends the following amendments to the City of Big Spring Zoning Ordinance;

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

SECTION 1. The Big Spring Zoning Ordinance, Article 6, Section 6-6 District Regulations and Article 7, Special Applications are hereby amended by amending certain subsections listed above to permit increased lot coverage in listed residential zoning districts.

Zoning Ordinance of Big Spring, Texas
Article 6. – District Regulations
Section 6-6. – Districts and Permitted Uses
Residential Districts

A, Agricultural District

...

(f) Lot coverage. In no case shall more than fifty percent (50%) ~~twenty percent (20%)~~ of the total lot area be covered by the combined area of the main buildings and accessory

buildings.

SF-1, Single-Family Dwelling District.

...

(f) Lot coverage. In no case shall more than fifty percent (50%) ~~thirty-five percent (35%)~~ of the total lot area be covered by the combined area of the main buildings and accessory buildings.

SF-2, Single-Family Dwelling District.

...

(f) Lot coverage. In no case shall more than fifty percent (50%) ~~thirty-five percent (35%)~~ of the total lot area be covered by the combined area of the main buildings and accessory buildings.

SF-3, Single-Family Dwelling District.

...

(f) Lot coverage. In no case shall more than fifty percent (50%) ~~thirty-five percent (35%)~~ of the total lot area be covered by the combined area of the main buildings and accessory buildings.

...

2F, Two-Family Dwelling District.

...

(f) Lot Coverage. In no case shall more than fifty percent (50%) ~~forty percent (40%)~~ of the total lot area be covered by the combined area of the main buildings and accessory buildings.

GR, General Residential District.

...

(f) Lot Coverage. In no case shall more than fifty percent (50%) ~~forty-five percent (45%)~~ of the total lot area be covered by the combined area of the main buildings and accessory buildings.

...

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

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. Should any one or more sections or clauses of this Ordinance be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

SECTION 4. 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 5. Upon final passage and approval of this Ordinance, the City Secretary is hereby directed to twice publish the caption of the ordinance that summarizes the purpose of the ordinance and the penalty for violating the ordinance as required by law.

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

SECTION 7. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **September, 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 **26th** day of **September, 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: 09/12/2023

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: 2023-2024 Proposed Tax Rate

The proposed tax rates for the 2023-2024 have been delivered to the City by the Tax Assessors office. The council amended the budget, which had been prepared using the De Minimis rate of \$0.670429, but decided to lower the rate to the No New Revenue Rate which is \$636039. It is estimated that the General Fund will receive \$6,996,808 in tax revenue for the 2023-2024 fiscal year.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR SAID CITY FOR THE YEAR 2023; DIRECTING THE ASSESSMENT AND COLLECTION THEREOF; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring, Texas is an incorporated Home Rule city dependent upon taxes to provide services to its citizens; and

WHEREAS, all notification and public hearing requirements have been satisfied; and

WHEREAS, the City Council finds it necessary to levy taxes for the 2023-24 fiscal year; and

WHEREAS, the tax rate being considered is the No New Revenue rate; and

WHEREAS, the City Council finds that the tax for the year 2023, hereinafter levied for current expenses of the City and general improvement of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and,

WHEREAS, the City Council finds that taxes for year 2023, hereinafter levied therefore, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the City issued for municipal purposes;

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

SECTION 1. The facts and recitations in the preamble to this ordinance are hereby found and declared to be true and correct, and are incorporated herein and expressly made a part hereof, as if copied verbatim.

SECTION 2. The City Council hereby finds that the City has complied with all of the prerequisites necessary to the levying of a tax rate for this City for the year 2023, and does hereby levy and adopt the tax rate on One Hundred Dollars (\$100) valuation for the tax year 2024 as follows:

<u>\$0.550269</u>	for the purpose of maintenance and operation
<u>\$0.085770</u>	for the principal and interest on debt of this city as set out in Section 5
<u>\$0.636039</u>	<u>Total Tax Rate</u>

SECTION 3. For the current expenses of the City and general improvement of the City and its property, i.e., for maintenance and operation, the City Council hereby levies and orders to be assessed and collected for the year 2024 on all property situated within the limits of said City and not exempted from taxation by valid laws, ad valorem tax at the rate of 58.4659 cents (\$0.584659) on each One Hundred Dollars (\$100.00) valuation of said property.

SECTION 4. For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various municipal purposes and described in the schedule set out in Section 5, including the various installments of principal falling due during the ensuing year on serial bonds issued for said purposes, the City Council hereby levies and orders to be assessed and collected for the year 2023 on all property situated within the limits of said city and not exempted from taxation by valid laws, an ad valorem tax for each of the issues of bonds described in said section at the respective rates shown in the right hand column of said section opposite the descriptions of said issues, said rates being expressed in amounts on one hundred dollars (\$100.00) valuation of said property, the sum of said respective levies being 08.5770 cents (\$0.085770 on each One Hundred Dollars (\$100.00) valuation of said property for said bond issues, and the amounts of levies therefore being as shown in said Section 3.

SECTION 5. Schedule of Bond Issues and Amounts of the Tax Levies Thereof:

<u>Purpose of Issue</u>	<u>Date of Issue</u>	<u>Tax Rate Per \$100 Valuation</u>
Certificates of Obligation	2020	.0213493¢
General Obligation Bonds	2016	<u>.0642207¢</u>
Total requirements for outstanding bonds		.0857700¢

SECTION 6. The City Council hereby finds and determines that the meeting at which this Ordinance was passed was open to the public as required by law.

SECTION 7. If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjudged invalid or found to be unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part of provision thereof, other than the part so declared to be invalid or found to be unconstitutional.

SECTION 8. The ordinance shall become effect immediately upon adoption on second reading.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **September, 2023**, with Council Members Ornelas, Yanez, Hughes, McDonald, Tompkins and Smith voting “aye” for passage of same. Mayor Moore, being opposed, voting “nay” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 26th day of September, 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



Memorandum

Date: 09/22/2023

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: 2023-2024 Budget Changes

The 2023-24 Budget is presented adopting the No New Revenue property tax rate of \$0.636039. Budget highlights include:

- An employee one-time stipend of \$1,500.00
- Closure of the Senior Center, due to the DRCC fire
- Demolition costs for DRCC of \$280,000
- Water rate increase of 5% to cover increase chemical costs and the CRMWD rate increase
- \$100,000 fund established to fund the radio communications equipment costs, requested by Howard County
- Increase cost of the health insurance

The operating budget is currently at a deficit of (\$1,067,610); by statute the budget is supposed to be balanced, meaning that revenues are sufficient to cover expenditures. Since this budget is not balanced, staff will take cost savings measures to bring the budget as close to balanced as possible.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING AND ADOPTING AN ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Manager of the City of Big Spring has prepared, at the direction of the City Council, the annual budget of the City of Big Spring, Texas, for the fiscal year beginning October 1, 2023 and ending September 30, 2024; and

WHEREAS, public notices of a public hearing upon this budget have been duly and legally made as required by law; and

WHEREAS, after due deliberation, study and consideration of the proposed budget as submitted by the City Manager, the City Council of the City of Big Spring is of the opinion that the same should be approved and adopted;

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

SECTION 1. That the budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2022, and ending September 30, 2023, be revised in accordance with the expenditures estimated for said fiscal year as indicated in the documents setting forth the budget for the fiscal year commencing October 1, 2023 and terminating September 30, 2024.

SECTION 2. That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2023, and ending September 30, 2024 as submitted by the City Manager, with changes as stated in Exhibit A, is hereby approved and adopted and that a true and correct copy of the budget herein approved and adopted shall be filed for record in the office of the City Secretary and that same shall constitute a part of the public records of the City of Big Spring, Texas.

SECTION 3. That the City Manager is granted the authority to revise line item accounts within a department budget so long as the total departmental budget is not increased, unless the City Council has approved increases in a departmental budget at a scheduled Council meeting. The City Manager will notify the City Council of any such revisions that exceed \$1,000.00.

SECTION 4. Should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

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

SECTION 6. The City Secretary is hereby authorized and directed to publish the caption of this ordinance as required by law.

SECTION 7. This ordinance shall take effect on October 1, 2023.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **12th** day of **September, 2023**, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **26th** day of **September, 2023**, with all members present voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



INTEGRITY
EXCELLENCE
TRUST

September 18, 2023

Mr. John Medina
Assistant City Manager
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720

RE: Fire Hydrant Replacements
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Medina:

On September 13, 2023 the City of Big Spring received bids for the Fire Hydrants Replacement project. One bid was received for this project. A bid tabulation sheet summarizing the bid is included as an attachment to this letter. The total base bid was \$95,800.00 submitted by Double K Construction of May, Texas. Jacob and Martin has evaluated the bid for conformity with the advertisement for bids and checked the references of the bidder. Based on our evaluation of the bid, it is recommended that the contract be awarded to Double K Construction for the total amount of \$95,8.00. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.

JACOB | MARTIN



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

City of Big Spring
Fire Hydrant Replacements
Bid Date: September 13, 2023
JM Project Number: 23391
Local Funding



Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the
Following:

Double K Construction
13100 CR 367
May, Texas 76857

	Total
<u>TOTAL BASE BID</u>	\$ 95,800.00



INTEGRITY
EXCELLENCE
TRUST

September 15, 2023

Mr. John Medina
Assistant City Manager
City of Big Spring
310 Nolan Street
Big Spring, Texas 79720

RE: Wastewater SCADA Improvements
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Medina:

On August 30, 2023 the City of Big Spring received bids for the Wastewater SCADA Improvements project. Two bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The low total base bid was \$191,095.00 submitted by James Cooke & Hobson, Inc., of Amarillo, Texas. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, it is recommended that the contract be awarded to James Cooke & Hobson, Inc. for the total amount of \$191,095.00. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.

JACOB | MARTIN



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

City of Big Spring
Wastewater System SCADA Improvements
Bid Date: August 30, 2023
JM Project Number: 23265
Local Funding
Bid Tabulation



Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the
Following:

	James Cooke & Hobson, Inc.		Verfurth Electric, LLC	
	102 Nena		3312 Foster St.	
	Amarillo, TX 79119		San Angelo, TX 76903	
		Total		Total
<u>TOTAL BASE BID (Items 1 - 2)</u>		\$ 191,095.00		\$ 193,626.44



INTEGRITY
EXCELLENCE
TRUST

September 18, 2023

Robert Moore, Mayor
City of Big Spring
310 Nolan St.
Big Spring, Texas 79720

RE: Letter of Recommendation

Dear Mayor Moore:

On September 13, 2023 bids were opened for the Birdwell Lift Station project. This project included construction of a new lift station, force main, gravity sewer line, demolition of an existing lift station and all associated incidentals. There were two bids received with the low base bid of \$2,237,453.00 being turned in by Texas Water & Soil Co., Inc. out of San Angelo, Texas.

We have successfully completed previous projects with Texas Water & Soil Co., Inc. and see no reason not to award the contract. Based on our communication with the City, we recommend awarding the base bid to Texas Water & Soil Co., Inc. for the total contract amount of \$2,237,453.00.

Based on the Council's preference for awarding the project, we will prepare documents for execution by the Contractor and the City.

Sincerely,

JACOB | MARTIN

Tristan, King, P.E.
Attachments –Bid Tabulation



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

4920 S. Loop 289, Suite 104
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



**JACOB
MARTIN**
Abilene, Texas

Engineer: Jacob & Martin, LLC
Abilene, Texas

Texas Water & Soil Co., Inc.	MH Civil Constructors
2908 West F.M. 2105	621 SW 6th Avenue
San Angelo, Texas 76901	Amarillo, Texas 79101

<u>TOTAL BASE BID</u>	\$ 2,237,453.00		\$ 2,650,000.00



INTEROFFICE MEMORANDUM

Date: September 26, 2023
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Stop Loss Policy Renewal

Recently, the City of Big Spring sent a Request for Proposal to 14 different stop loss carriers for this year's policy renewal and received initial proposals on August 30, 2023. Two of the most competitive carriers required data through August 2023 to issue a firm and binding offer. All stop loss carriers who were asked issued a firm proposal.

Blue Cross Blue Shield, the incumbent option 1 and current stop loss carrier for the City of Big Spring, responded with a firm and binding offer at 3.14% **below** current resulting in a decrease in fixed cost of \$17,439 annually. Attachment point firmed at \$2,667,478 at 8.34% **below** current. The total maximum cost for incumbent option 1 for fixed cost and attachment point is \$3,205,509 at 7.51% **below** current. No lasers are being placed for 2024 and a no new laser and a 45% rate cap has been quoted.

Sun Life (option 4) responded with a firm and binding offer at 5.97% **below** current resulting in a decrease in fixed cost of \$33,152 annually. Attachment point firmed at \$2,516,148 at 13.54% **below** current. Total maximum cost for incumbent option 4 for fixed cost and attachment point is \$3,038,466 at 12.33% **below** current. No lasers are being placed for 2024 and a no new laser and a 50% rate cap has been quoted.

The SA Benefit Services and TX Health Benefits Pool recommendation to the City of Big Spring is to move to option 4 with Sun Life at the \$90,000 specific deductible level, no lasers, no new lasers at renewal and a 50% rate cap for the January 1, 2024, stop loss plan year for an estimated annual savings on both fixed cost and attachment point.



Firm Stop Loss Proposal

City of Big Spring



Plan Sponsor: City of Big Spring
Effective: 01/01/2024

Prepared By: Stephanie Chtata
 Phone: 210-996-2190 Ext. 1088
 Email: schtata@sabenefitservices.com
 www.sabenefitservices.com

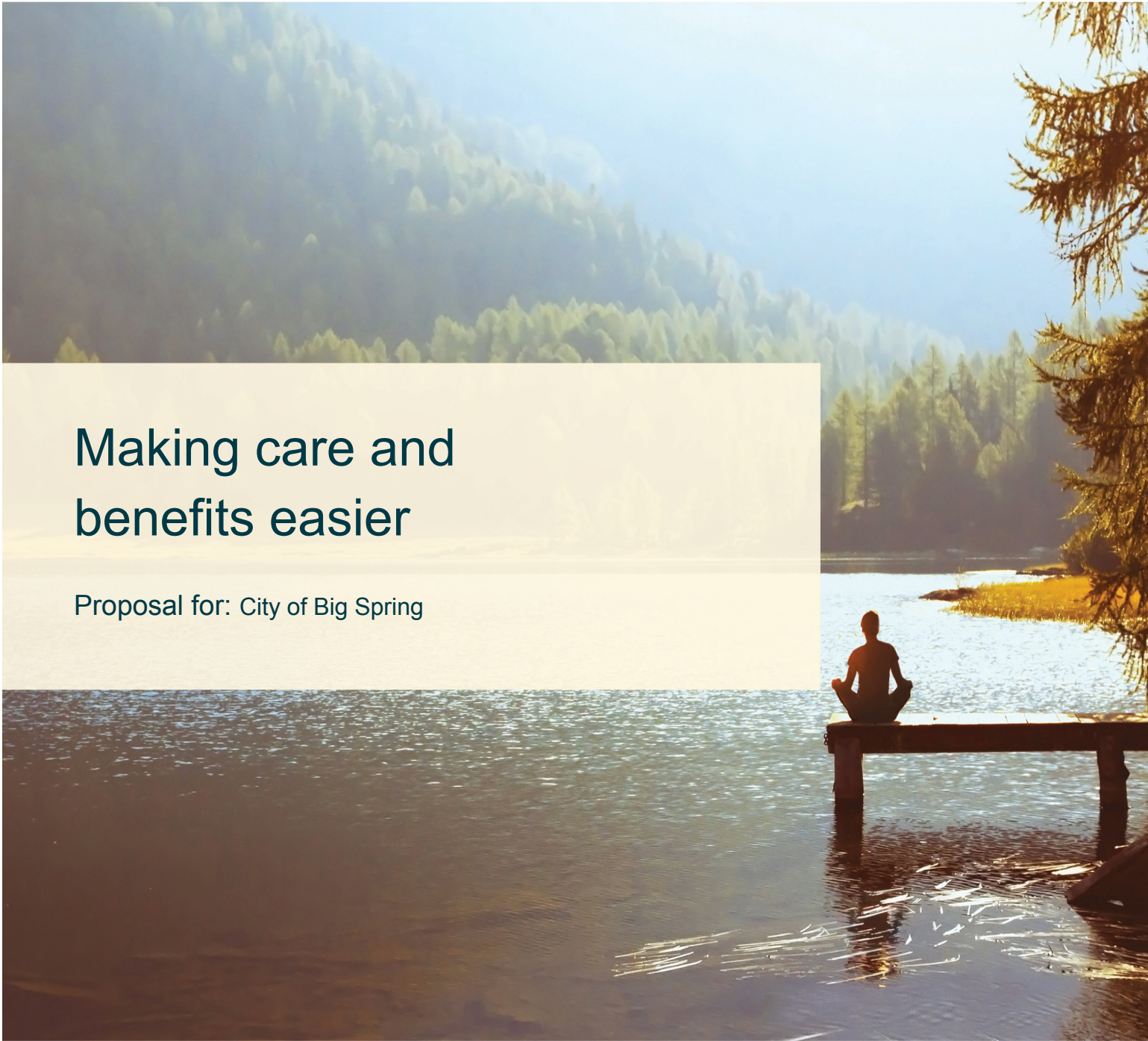
Stop Loss Terms	Current	Renewal - Option 1	Option 2	Option 3
MGU (If MGU not identified then a direct carrier)				
Stop Loss Carrier	BCBS of TX	BCBS of TX	BCBS of TX	BCBS of TX
Network	BCBS of TX	BCBS of TX	BCBS of TX	BCBS of TX
Months in Contract	12	12	12	12
Specific Terms				
Specific Deductible	\$90,000	\$90,000	\$100,000	\$120,000
Aggregating Specific Deductible	N/A	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Contract	15/12	15/12	15/12	15/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	Med, Rx	N/A	N/A	N/A
Terminal Liability Provision	N/A	No	No	No
Renewal Rate Cap (No New Laser)	No	NNLRC - 45%	NNLRC - 45%	NNLRC - 45%
Plan Mirroring Coordination approved	NNLRC - 45%	Yes	Yes	Yes
Advance Funding	Yes	Yes	Yes	Yes
Transplants Carved Out	Yes	No	No	No
	No			
Aggregate Terms				
Annual Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible Corridor	125%	125%	125%	125%
Contract	15/12	15/12	15/12	15/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	Med, Rx	No	No	No
Terminal Liability Provision Quoted	No	No	No	No
Run-In / Run-Out Limit	No	N/A	N/A	N/A
	N/A			
Stop Loss Premium (Fixed)				
Specific Composite 248	\$183.35	\$177.29	\$165.01	\$143.07
Annual Specific Premium	\$545,650	\$527,615	\$491,070	\$425,776
Aggregate Premium 248	\$3.30	\$3.50	\$4.03	\$4.45
Annual Aggregate Premium	\$9,821	\$10,416	\$11,993	\$13,243
Total Annual Premium	\$555,470	\$538,031	\$503,063	\$439,020
% Increase		-3.14%	-9.43%	-20.96%
Annual Fixed Cost	\$555,470	\$ 538,031.04	\$ 503,063.04	\$ 439,019.52
Aggregate Claim Liability				
Composite 248	\$977.91	\$896.33	\$913.09	\$943.20
Maximum Claim Liability	\$2,910,260	\$2,667,478	\$2,717,356	\$2,806,963
% Increase		-8.34%	-6.63%	-3.55%
Fixed Cost and Maximum Claim Liability	\$3,465,731	\$3,205,509	\$3,220,419	\$3,245,983
% Increase		-7.51%	-7.08%	-6.34%
Quote Status	N/A	FIRM	FIRM	FIRM
Firm Thru	N/A	September 26, 2023	September 26, 2023	September 26, 2023
Service Fee / Broker Commission (included in the rates)				
Service Fee - Paid to SA Benefit Services	5%	5%	5%	5%
Broker Commission - N/A	0%	0%	0%	0%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.				



Plan Sponsor: City of Big Spring
Effective: 01/01/2024

Prepared By: Stephanie Chtata
 Phone: 210-996-2190 Ext. 1088
 Email: schtata@sabenefitservices.com
 www.sabenefitservices.com

Stop Loss Terms	Current	Option 4	Option 5	Option 6
MGU (If MGU not identified then a direct carrier)				
Stop Loss Carrier	BCBS of TX	Sun Life	Sun Life	Sun Life
Network	BCBS of TX	BCBS of TX	BCBS of TX	BCBS of TX
Months in Contract	12	12	12	12
Specific Terms				
Specific Deductible	\$90,000	\$90,000	\$100,000	\$120,000
Aggregating Specific Deductible	N/A	N/A	N/A	N/A
Maximum Coverage Limit	Unlimited	Unlimited	Unlimited	Unlimited
Contract	15/12	15/12	15/12	15/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Run-In / Run-Out Limit	Med, Rx	N/A	N/A	N/A
Terminal Liability Provision	N/A	No	No	No
Renewal Rate Cap (No New Laser)	No	NNLRC - 50%	NNLRC - 50%	NNLRC - 50%
Plan Mirroring Coordination approved	NNLRC - 45%	Yes	Yes	Yes
Advance Funding	Yes	Yes	Yes	Yes
Transplants Carved Out	Yes	No	No	No
	No			
Aggregate Terms				
Annual Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Deductible Corridor	125%	125%	125%	125%
Contract	15/12	15/12	15/12	15/12
Coverages	Med, Rx	Med, Rx	Med, Rx	Med, Rx
Aggregate Accomodation Quoted	Med, Rx	No	No	No
Terminal Liability Provision Quoted	No	No	No	No
Run-In / Run-Out Limit	No	N/A	N/A	N/A
	N/A			
Stop Loss Premium (Fixed)				
Specific Composite 248	\$183.35	\$168.14	\$152.99	\$133.77
Annual Specific Premium	\$545,650	\$500,385	\$455,298	\$398,100
Aggregate Premium 248	\$3.30	\$7.37	\$8.39	\$10.25
Annual Aggregate Premium	\$9,821	\$21,933	\$24,969	\$30,504
Total Annual Premium	\$555,470	\$522,318	\$480,267	\$428,604
% Increase		-5.97%	-13.54%	-22.84%
Annual Fixed Cost	\$555,470	\$522,317.76	\$480,266.88	\$428,603.52
Aggregate Claim Liability				
Composite 248	\$977.91	\$845.48	\$877.05	\$916.59
Maximum Claim Liability	\$2,910,260	\$2,516,148	\$2,610,101	\$2,727,772
% Increase		-13.54%	-10.31%	-6.27%
Fixed Cost and Maximum Claim Liability	\$3,465,731	\$3,038,466	\$3,090,368	\$3,156,375
% Increase		-12.33%	-10.83%	-8.93%
Quote Status	N/A	FIRM	FIRM	FIRM
Firm Thru	N/A	September 26, 2023	September 26, 2023	September 26, 2023
Service Fee / Broker Commission (included in the rates)				
Service Fee - Paid to SA Benefit Services	5%	5%	5%	5%
Broker Commission - N/A	0%	0%	0%	0%
Qualifications and Contingencies *Please review actual proposal contingencies regarding each stop loss carrier option.				



Making care and benefits easier

Proposal for: City of Big Spring

Introduction

Thank you for the opportunity to offer this proposal to you.

Proposal Presented to

City of Big Spring
305 Johnson sT
Big Spring, TX 79720

SIC Code: 9111

Proposal Presented by

Sun Life

Benefits Quoted

Specific Stop Loss and Aggregate Stop Loss

Proposed Effective Date

January 1, 2024

Things to Know

- This proposal shows a summary of proposed Stop Loss coverage(s), rates, and underlying assumptions. It is not part of the Stop Loss policy or an agreement with Sun Life or its affiliated companies.
- This proposal is provided as of the proposed effective date and valid through the date shown in the Underwriting Assumptions.
- The rates shown may be subject to recalculation pending review of any data requested in the proposal. Please review the assumptions and contingencies section of the proposal for more information.

Producer Licensing

All Sun Life companies require producers who use insurance quotes for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sale, or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person or by telephone, by e-mail, by fax, or otherwise.

Producer Compensation

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

Plan and Rates

This proposal is based upon the information that has been provided to us. The final premium rates will be determined based upon a range of factors that may include, actual enrollment, case experience, underwriting rules, minimum participation requirements, and policy provisions in effect on the date coverage begins.

Underwriting Companies

The Sun Life group of companies operates under the "Sun Life" name strictly as a marketing name, and no legal significance is expressed or implied. In the United States and elsewhere, insurance products are offered by members of the Sun Life group that are insurance companies. Sun Life Financial Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Stop Loss

We are pleased to offer Stop Loss insurance to employers. Our coverage provides a full range of services and features designed to make self-funding easier and more affordable. Here are some highlights:

- **Autonomy:** Receive fast and final decisions in response to underwriting and claim requests because we don't need to take the time to ask for a reinsurer's approval. As a direct-writer carrier, we retain 100% of the risk for our Stop Loss policies.
- **Excellent Claims Service:** Experience a high standard of customer service, including an average 7-business-day turnaround time for complete Specific claim requests.
- **Money-Saving Programs:** Clinical 360 and SunEliteSM —both are provided to Sun Life Stop Loss clients at no additional cost. Our Clinical 360 program uses clinical experts to review high-cost claim data and identify cost savings and care optimization opportunities. The SunEliteSM medical plan document review service delivers insights you can use to strengthen your plan's cost containment terms, federal law compliance, and discretionary authority rights.
- **Comprehensive Policy:** Enjoy a Stop Loss policy that covers cost savings fees, off-label drug use, alternative care, state assessments, and state-mandated hospital surcharges. These reimbursable expenses can help lower the total cost of self-funding.
- **Flexibility:** Choose from a full range of plan designs to meet any budget. Designs include a range of deductibles and run-in and run-out options.
- **Customized Protection:** Tailor coverage with the innovative Cancer rider step-down deductible (requires an in force Sun Life Cancer/Critical Illness policy), Aggregating Specific deductible, Monthly Aggregate Accommodation option, Clinical Trials option, and Advance Funding or ASO Accelerated Reimbursement.
- **No New Lasers at Renewal:** Eliminate the potential for additional lasers with the No New Lasers at Renewal option which includes a Renewal Rate Increase Cap to help make renewals even more predictable and stable.
- **Gapless Renewals:** Catch claims that would otherwise go uncovered between policy years with the Gapless Renewals option which provides coverage for claims that don't fall into the normal run-out pattern.
- **No Redisclosure at Renewal:** You don't have to complete a disclosure form at renewal which streamlines the process and saves time.

Group Stop Loss coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Stop Loss Rates

Proposed Third Party Administrator: BLUE CROSS/BLUE SHIELD OF TX
Proposed network: BCBS Texas (IL - TX BCBS) and Blue Card

Effective date: January 1, 2024		SIC: 9199	
Policy end date: December 31, 2024			
Specific Stop Loss Insurance	Option 1	Option 2	Option 3
Specific deductible	\$90,000	\$100,000	\$120,000
Covered benefits	Medical including prescription drug plan	Medical including prescription drug plan	Medical including prescription drug plan
Annual maximum	Unlimited	Unlimited	Unlimited
Claims Basis	15/12	15/12	15/12
Commission	0%	0%	0%
Composite	242	\$163.36	\$148.68
Monthly premium	\$39,534	\$35,980	\$31,481
Policy year premium	\$474,409	\$431,761	\$377,776
No new laser at renewal	Included	Included	Included
Rate cap percentage	50.0%	50.0%	50.0%
Aggregate Stop Loss Insurance	Option 1	Option 2	Option 3
Internal maximum	\$90,000	\$100,000	\$120,000
Maximum Aggregate Benefit	\$1,000,000	\$1,000,000	\$1,000,000
Corridor	125%	125%	125%
Claims Basis	15/12	15/12	15/12
Medical			
Composite	242	\$558.18	\$589.75
Prescription Drug			
Composite	242	\$280.40	\$280.40
Minimum attachment point percentage	90%	90%	90%
Minimum attachment point	\$2,191,713	\$2,274,224	\$2,377,566
Aggregate attachment point	\$2,435,236	\$2,526,916	\$2,641,740
Aggregate premium			
Commission	0%	0%	0%
Monthly rate per employee	\$7.37	\$8.39	\$10.25
Policy year premium	\$21,402	\$24,365	\$29,766
Policy Year Cost Summary	Option 1	Option 2	Option 3
Total premium	\$495,812	\$456,126	\$407,542
Maximum exposure	\$2,931,048	\$2,983,041	\$3,049,281

Sequence Number: 6

Group Stop Loss coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Health advocacy and care navigation services are available to your members with Health Navigator, powered by PinnacleCare.

Health Navigator is available at an estimated rate of \$3.80 per employee per month (based on your Stop Loss covered lives)

Bill Resolve is available as an additional value-added service to Health Navigator for \$1.00 per employee per month

Extended Care is available as an additional value-added service to Health Navigator for \$1.00 per employee per month

This is not a binding proposal for Health Navigator solutions. The estimated rates are based on historical Stop Loss eligibility information for your organization. Please contact your Sun Life Stop Loss Specialist for more information and to receive a Health Navigator proposal.

Included in this plan:

- Managed care discount for pre-certification, utilization review, medical case management
- Retirees included for Specific coverage
- Retirees included for Aggregate coverage

Additional options:

- Additional discounts on the Specific rates have been applied for the following:
 - Pregnancy management
 - Neonatal network
 - Disease management
- If these programs are not in place by the Policy Effective Date, the premium rates will be increased by 2% for each program that is not in place.
- A premium discount may be available with the purchase of Group Life or Long-Term Disability (LTD) insurance and/or fully insured Dental from Sun Life.

Group Stop Loss coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Underwriting Assumptions

- Quote based on current plan of benefits.
- We are offering a conditional 150 Day Early Lock option. In addition to receipt and review of all required aggregate and large claimant reporting through 7/31/2023, You must submit a signed SRQ, if requested, and Application no later than 9/12/2023. This offer is no longer valid after 9/12/2023.
- This proposal assumes that the municipality will execute a written waiver in favor of Sun Life Assurance Company of Canada that waives the requirements of subsections 2(a) and (b) of the Texas Insurance Code, Title 1, Chapter 21, Subchapter E, Article 21.49-16, which prohibit: (a) the use of a higher deductible for certain employees; (b) the exclusion of certain employees from coverage; and (c) the right to modify or limit the terms of coverage after the contract has been made.
- One or more options in this proposal includes the No New Lasers at Renewal option and a Renewal Rate Cap. The Renewal Rate Cap applies to the Specific Stop Loss rates and Aggregating Specific Deductible (if applicable), and it assumes there are no significant changes to the policyholder's plan, the Stop Loss policy, or the group being covered. See Stop Loss rate page for additional information.
- This proposal assumes the mirroring amendment/endorsement is included. Mirroring of the employer's plan document is subject to review and approval by Sun Life and may impact the quoted rates. The employer plan document must be submitted within 90 days of the policy Effective Date and must include an executed signature page.
- This proposal assumes that your Stop Loss insurance will include coverage for prescription drug claims and that the standard large claimant reporting from your medical administrator will include both medical and prescription drug claims. Based on the information provided, your PBM vendor is Navitus.
- This proposal assumes the police/fire employees are 42% of the group.

General Assumptions

- This proposal assumes your plan covers only full-time and regular part-time hourly and salaried employees, unless otherwise noted in your Plan Document.
- The standard dependent definition is an employee's spouse and unmarried natural, adopted, or step children, unless otherwise noted in your Plan Document.
- This proposal assumes that all entities to be covered by the Stop Loss policy have common ownership.
- This proposal assumes you have notified us of any pending merger, acquisition or divestiture.
- Final rates for Specific coverage are guaranteed for 12 months from the Policy Effective Date, unless a change in risk occurs. Risk changes include plan or policy amendments; Third Party Administrator or Administrative Services Only changes; network or cost-containment vendor, or pharmacy benefit manager changes; enrollment shifts greater than 15%; participation shifts in each plan option greater than 10%; and addition/deletion of a subsidiary, division, affiliate, or associated company.
- Clinical Trial Coverage: Costs relating to non-experimental and non-investigational treatment incurred as part of a clinical trial are covered as eligible expenses. Costs relating to experimental or investigational treatment are not covered unless covered under your Plan Document.
- Mental/nervous/drug/alcohol coverage is based on current plan design.
- Advance Funding Endorsement is included.

Group Stop Loss coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Contingencies

- We will require receipt of a final census including: name, date of birth, date of hire, gender, zip code, dependent tier, and Active/COBRA/Retiree status. If applicable, please indicate which plan or network option the employee is enrolled in. If final census is more than a 15% change from quoted census, further underwriting action may apply.

Sold Case Requirements

- Plan document(s)
- Final census information including name, age or date of birth, gender, zip codes, coverage codes, date of hire, PPO network (if multiple), enrolled plan (if multiple) and identification of any HMO, retiree, COBRA, and non-eligible employees
- Special Risk Questionnaire (SRQ), if requested
- Receipt and review of the following:
 - Report(s) containing diagnosis, paid amount, and any other data to support assessment of risk for claimants who have exceeded or may exceed 50% of the specific deductible or the amount indicated in the proposal assumptions from medical and/or prescription drugs
 - If medical and prescription drug claims are reported separately, the ability to combine paid amounts at the claimant level
 - Trigger diagnosis report, if available
 - Large case management reporting or notes, if available
 - Pre-certification report, if available
 - List of known or expected transplant claimants, if available
 - Pending hospital expenses, known confinements, or other large pending services that have not yet generated a bill, if available
 - Outstanding claims due to subrogation, audit, contested denials, or any other reason, if available
 - Notification of any individual on FMLA, STD, LTD, leave of absence who may exceed the quoted specific deductible
- Final reporting must include claimant names or other personally identifiable information to allow year-over-year tracking
- Issuance of a contract is subject to satisfaction of all Proposal contingencies and submission of all Sold Case Requirements

Group Stop Loss coverage is underwritten by Sun Life Assurance Company of Canada
(Wellesley Hills, MA) under Policy Form Series 07-SL REV 7-12.

Disclosures

Policy Disclosures

Stop Loss

Policy Limitations and Exclusions

The Stop Loss policy contains the following standard limitations and exclusions. Please see your Stop Loss policy for the limitations and exclusions that apply to you.

We will NOT reimburse You for:

- Expenses relating to non-human organ or tissue transplants, xenographs or cloning.
- Expenses in excess of the Usual and Reasonable Charge.
- Any amount paid by You in excess of a negotiated provider discount, or any penalty or late charge incurred, or any discount lost, unless previously approved in writing by Us at Our U.S. Headquarters.
- Expenses associated with the administration of Your Plan including, but not limited to, claim payment fees, cost containment administrative fees, capitation fees, pharmacy benefit manager administration fees, PPO access fees, premium functions, medical review and consultant fees, unless otherwise covered under this Policy.
- Expenses paid by You relating to any litigation concerning Your Plan, including, but not limited to, attorneys' fees, extra-contractual damages, compensatory damages and punitive damages.
- Any portion of an expense which You are not obligated to pay under Your Plan, or which is reimbursable to You under:
 - a) Another group health benefit program; or
 - b) A government or privately supported medical research program; or
 - c) Medicare; or
 - d) Any coordination of benefits or non-duplication of benefits provision of Your Plan; or
 - e) Worker's compensation; or
 - f) Any other source.
- With respect to a Specific Benefit claim or an Aggregate Benefit claim, any portion of an expense for which You (a) receive a rebate; or (b) are entitled to receive a rebate whether or not You receive the rebate or assign it to another party.
- Expenses covered under a Prescription Drug Plan, unless Prescription Drug Plan coverage is a Covered Benefit on the Schedule of Benefits.
- Expenses for benefits in excess of Your Plan's limits, or expenses that are excluded under Your Plan.
- Expenses incurred by a person who is employed by You at any unit, subsidiary or division of Yours that has not been underwritten by Us.
- Expenses incurred for any illness or injury due to, or aggravated by, war or an act of war, whether declared or undeclared.
- Notwithstanding any other Policy provision, We will not reimburse any expense incurred by any Employee, or by the Employee's dependents, where the Employee is a member of: (a) a division, unit, group, subsidiary, affiliate, or class of Employee of the Policyholder; or (b) an association, trust, cooperative or similar organization connected with the Policyholder, that is not covered by the Plan as of the Policy Renewal Effective Date.
- Expenses relating to cell and gene therapy Treatment unless the Treatment complies with the terms of any prior authorization policy, guideline, requirements, and criteria used by You, Your TPA, Your network,

or other party to determine whether the Treatment was proper and You provide Us with documentation that demonstrates such compliance.

- Expenses for any Transplant if You have a separate insurance policy that covers Transplants for Covered Persons regardless of whether the Covered Person is covered by that policy.

General Disclosures

For current financial ratings, please visit www.sunlife.com.

PinnacleCare is a member of the Sun Life family of companies. PinnacleCare and its employees do not diagnose medical conditions, recommend treatment options or provide medical care, and any information or services provided should not be considered medical advice. Any medical decisions should be made only after consultation with and at the direction of your medical provider. Any person or entity who provides health care services following a referral or other service provided does so independently and not as an agent or representative of PinnacleCare.

Group Stop Loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12. In New York, group Stop Loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12. Product offerings may not be available in all states and may vary depending on state laws and regulations.

This coverage does not constitute comprehensive health insurance (often referred to as “major medical coverage”) and does not satisfy the requirement for Minimum Essential Coverage under the Affordable Care Act.

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City Of Big Spring (Tml Hb)

ASO Projection
for the period
January 1, 2024 - December 31, 2024
2024 ASO Renewal- Stop Loss Quote

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ASO Projection

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STOP LOSS

Paid	Big Spring		Customer Total	
	PCPM	TOTAL	PCPM	TOTAL
Projected Enrollment	248	2,976	248	2,976
Projected Paid Claims		\$2,133,971		\$2,133,971
Projected Average Claim Value*	\$717.06	\$2,133,971	\$717.06	\$2,133,971
Aggregate Stop Loss Attachment Factor	125%	125%	125%	125%
Aggregate Claim Factor	\$896.33	\$2,667,464	\$896.33	\$2,667,464
Aggregate Stop Loss Premium	\$3.50	\$10,416	\$3.50	\$10,416
Individual Stop Loss Deductible	\$90,000	\$90,000	\$90,000	\$90,000
Individual Stop Loss Premium	\$177.29	\$527,615	\$177.29	\$527,615
Minimum Aggregate Point of Attachment				\$2,400,717

*Individual and Aggregate Stop Loss coverage includes carve out Rx claims from Navitus.

*Individual and Aggregate Stop Loss rates include 5% commission.

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STOP LOSS ALTERNATES

Big Spring	ISL Deductible	ISL Premium	ACV	ASL Attachment Factor	Aggregate Claim Factor	ASL Premium
Current Factors and Pricing						
Total Current Cost with Projected Lives	\$90,000	\$183.35 \$545,650	\$782.33 \$2,328,214	125%	\$977.91 \$0	\$3.30 \$9,821
Projected Lives			248			
Contract Basis: Paid						
Quoted ISL *	\$90,000	\$177.29 \$527,615	\$717.06 \$2,133,971	125%	\$896.33	\$3.50 \$10,416
Expected Cost						
Aggregate Claim Liability					\$2,667,478	
Minimum Aggregate Point of Attachment				\$2,400,717		6.10%
Increase Over Current		-3.31%	-8.30%			
Alternative 1 ISL *						
Expected Cost	\$100,000	\$165.01 \$491,070	\$730.47 \$2,173,879	125%	\$913.09	\$4.03 \$11,998
Aggregate Claim Liability					\$2,717,356	
Minimum Aggregate Point of Attachment				\$2,445,614		22.20%
Increase Over Current		-10.00%	-6.60%			
Alternative 2 ISL *						
Expected Cost	\$120,000	\$143.07 \$425,776	\$754.56 \$2,245,571	125%	\$943.20	\$4.45 \$13,251
Aggregate Claim Liability					\$2,806,963	
Minimum Aggregate Point of Attachment				\$2,526,267		34.90%
Increase Over Current		-22.0%	-3.50%			

*Individual and Aggregate Stop Loss coverage includes carve out Rx claims from Navitus.

*Individual and Aggregate Stop Loss rates include 5% commission.

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2024 ASO Renewal- Stop Loss Quote

CONDITIONS AND CAVEATS

Notwithstanding anything in the renewal or proposal to the contrary, BCBSTX reserves the right to revise or withdraw any term herein or to change our charge for the cost of coverage (premium, fees or other amounts) at any time before or during the contract period if any local, state or federal legislation, regulation, rule or guidance (or amendment or clarification thereto) is enacted or becomes effective/implemented, which would require BCBSTX to pay, submit or forward, on its own behalf or on the Employer Group's behalf, any additional tax, surcharge, fee, or other amount (all of which may be estimated, allocated or pro-rated amounts). BCBSTX also reserves the right to change the administrative fees it charges the Employer Group at any time before or during the contract period to the extent that any local, state or federal legislation, regulation, rule or guidance (or amendments or clarifications thereto) is enacted or becomes effective/implemented which results in increased projected claim costs or an increase to BCBSTX's expenses or cost of plan administration.

Unless otherwise stated, this renewal offer is made on the assumption the benefit program is for a plan that is not considered a "grandfathered health plans" as defined under the Affordable Care Act and related regulations. If you have questions about grandfathered health plans, please consult your legal counsel.

HCSC reserves the right to adjust the Aggregate Claim Liability if one or more of the following occurs within the coverage period:

- the Account's composition changes (i.e. demographics)
- the Account's number of covered employees increases or decreases by more than 10%
- the Account's benefit program changes

The Individual Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

The Aggregate Stop Loss quote is being offered on a Paid basis during the policy period indicated above.

Employers that do not use Prime Therapeutics as their pharmacy benefit manager are NOT eligible for a Rebate Credit under the pharmacy benefit.

The PEPM Medical Rebate Credit is subject to change as HCSC will review the PEPM credit offer for each subsequent renewal.

Rates/fees are projected to be effective for the 12-month period beginning on the effective date indicated.

The Administrative charge includes a network access fee for employees residing in HCSC service areas (IL, MT, OK, NM, TX). Claims incurred outside HCSC service areas through the BlueCard program may be assessed a BlueCard access fee of no more than 3.62% of the discount applied, not to exceed \$2,000 per claim. An estimate of this access fee is included in our projected claim figures.

Offer assumes the contract situs will be Texas.

If the prescription drug program is not administered by Prime today but is awarded the administration of the prescription drug program, the medical claim cost will be reduced due to the integration of the medical and prescription drug program.

Prescription drug claim administration is excluded from this offer.

Non-standard benefits are subject to review by, and contingent upon approval of, internal operational areas.

Unless otherwise indicated, proposal offers assume standard HCSC administration practices/contract provisions/reports/materials and renewal offers assume existing administration practices/contract provisions/reports/materials.

The Aggregate Stop Loss benefit payment is unlimited per policy year.

Amounts in excess of the Individual Stop Loss deductible are excluded from the Aggregate Stop Loss settlement.

The Minimum Aggregate Point of Attachment was calculated as 90% of the Aggregate Claim Liability per contract per month multiplied by the projected cumulative contracts for the period.

We reserve the right to revise or withdraw our offer if, at any time during the projected coverage period:

- The actual number of enrolled contracts (in total, by product, or by benefit plan), the Single/Family mix, or the Medicare/Non-Medicare mix varies by +/- 10% from our projections.
- The information upon which our projections were based (benefit levels, census/demographics, commissions, etc.) becomes outdated or inaccurate.

Offer includes incremental fee for Wellbeing Management (Health Management & Advocacy program).

Commissions are excluded from the quoted rates/fees. Upon inquiry from employer groups, HCSC will provide information to the employer group regarding commissions and other compensation paid to the employer's agent by HCSC in connection with the employer's policy or contract with HCSC.

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ASO Projection
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2024 ASO Renewal- Stop Loss Quote

CONDITIONS AND CAVEATS

Employer will contribute a minimum of 25% toward the cost of coverage.

A minimum of 75% of eligible employees excluding waivers, or a minimum of 50% of eligible employees including waivers, enroll for coverage.

Offer is contingent upon Underwriting approval of any changes to the plan's eligibility definitions.

Recommended funding amounts should fund expected paid claims (EPC), administration, stop loss premium, and estimated reserves. If actual claims exceed the EPC, the Employer will be required to fund all claims up to the Maximum Claim Liability. If offer does not include Aggregate Stop Loss, the Employer has no Maximum Claim Liability and will be required to continually fund claims.

This offer expires as of the effective date indicated above.

The employer is responsible for any administrative services taxes due for benefits paid under this agreement.

Costs associated with special services or custom materials provided by BCBSTX are not included in the quoted administration fee(s).

Unless otherwise indicated, offer assumes BCBSTX will be the exclusive carrier for Administration and Stop Loss.

Recommended funding amounts should fund expected paid claims (EPC), administration, stop loss premium, and estimated reserves. If the financial arrangement does not include Aggregate Stop Loss coverage, the Employer will be required to continually make funds available for payment of claims.

If a non-preferred vendor is selected for automated eligibility processing, an additional charge will apply.

If a third party pharmacy benefit manager is selected, additional charges will apply.

Lock-in requirements for all stop loss proposals and renewals as follows:

-Stop Loss quotes/renewals released 180 or more days prior to effective date:

-All such offers are illustrative and cannot be locked in. See note below.

-Stop Loss quotes/renewals released 90 to 179 days prior to effective date:

-Can be locked in (via written acceptance) up to 45 calendar days after quote is released.

-After 45 calendar days without written acceptance, those offers become illustrative. See note below.

-Stop Loss quotes/renewals released within 89 days prior to effective date:

-Can be locked in at any time prior to effective date. (Stop Loss cannot be purchased after the policy period begins.)

Note: For quotes/renewals that are illustrative or otherwise not locked in, HCSC will require/review updated claim data which is within 180 days of the quoted effective date.

A revised and final stop loss quote/renewal will be issued at that time.

Projected Net Paid Claims for non-HMO Medical coverages on these exhibits include Estimated Value Based Care Payments and Savings.

Value Based Care payments apply to Stop Loss Coverage.

BCBSTX retains the right to recoup monetary credits provided, any remaining implementation costs, shared savings or PG incentive fees from the plan sponsor in the event of early termination of the proposed coverage or contract, either in its entirety or with respect to certain custom services or programs included in this offer.

Individual and Aggregate Stop Loss coverage includes carve out Rx claims from Navitus.

Prior to each renewal period, a report must be supplied by Optum that includes the following information: the most recent 24 months of paid Rx claims experience, which would include monthly lives and claims, and member level large claim detail split out by experience period. Current plans design summary and historical plan changes should be submitted as well.

This quote assumes Optum will allow BCBS of TX to use Rx claims data down to the member level for Stop Loss settlement purposes.

If a third party stop loss carrier is selected, a Third-Party Stop Loss Carrier fee will apply.

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City Of Big Spring (Tml Hb)

ASO Projection

January 1, 2024 - December 31, 2024

2024 ASO Renewal- Stop Loss Quote

CONDITIONS AND CAVEATS

If an HMO network product is selected, mental health capitation charges may apply and be billed separate and apart from the Administrative Charges outlined on this exhibit.

Offer is contingent upon proposed Wellbeing Management package design. Any modifications to the proposed package will impact the Wellbeing Management fee and Administrative Fee.

Administration Fee assumes Weekly claim funding.

A no new laser rate cap applies to the Individual Stop Loss coverage as follows:

- Applies to the next renewal, effective 01/01/2025.
- The change in Individual Stop Loss premium will not exceed 45%.
- The renewal rate cap excludes changes in contract terms, including but not limited to a change in the individual stop loss contract basis or individual stop loss deductible.
- No new lasers, or an increase in existing lasers, will be applied. Existing lasers may be continued unchanged at HCSC's option.
- Is null and void if enrollment varies +/- 20% or more during the contract period.
- Subject to all terms and conditions outlined in the Policy, the most current Exhibit, and any attachments including but not limited to the proposal/renewal documents.

Upon Termination, the run-off administration fee will be multiplied times the total of all certificates actually exposed during each of the three months immediately preceding contract termination and the result will be the obligation of the Employer. The Run-off Administration amount is due and payable whether or not BCBSTX processes the run-off claims.

Premium Equivalent Rates (if provided) reflect expected benefit cost only and do not include an adjustment for a change in needed reserves. Premium Equivalent Rates should fund expected paid claims (EPC), administration, stoploss premium and estimated reserves; if claims exceed EPC, the Employer will be required to make additional funds available up to the Maximum Claim Liability.

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Big Spring Economic Development Corp
Budget Worksheet
October 2023 through September 2024

	Actual 2021-2022	Projected 2022-2023	Budget 2023-2024
Beginning Fund Balance	6,373,424	7,244,746	8,773,827
Revenues			
Loan Proceeds		0	0
Special Revenue	56,938	7,229	600
Sales Tax Revenue	2,774,566	3,335,086	2,500,000
Interest Income	27,144	100,000	100,000
Rental Income	6,900	7,600	7,600
Chamber Reimbursement	4,597	4,222	4,300
Total Income	2,870,144	3,454,137	2,612,500
Expense			
Personal Services	261,407	306,677	339,259
Facilities	23,482	23,389	28,510
Office	9,738	7,636	14,200
Contractual Services	55,012	51,120	89,000
Insurance	9,762	10,121	12,070
Meetings/Workshops	15,505	16,769	20,000
Professional Development	6,931	4,000	5,000
Promotion	31,203	30,000	30,000
Economic Development	168,743	71,805	522,000
Type B Projects	750,000	750,000	750,000
Interest Paid	117,039	103,538	89,733
Capital Outlay		0	55,000
Reduction in Long Term Debt	550,000	550,000	550,000
Total Expense	1,998,822	1,925,055	2,504,772
Net Income	871,322	1,529,081	107,728
Ending Fund Balance	7,244,746	8,773,827	8,881,555
(Unreserved & Undesignated)			

**Big Spring Economic Development Corporation
Budget Worksheet**

		Actual	Projected	Budget	Budget
		Oct '22 - Jun 23	Oct '22 - Sept 23	Oct '22 - Sept 23	Oct '23 - Sept 24
Income					
	Loan Proceeds	0.00	0.00		0.00
	Special Revenue	0.00	7,500.00	-	600.00
	Sales Tax Revenue	2,501,314.75	3,335,086.33	2,400,000.00	2,500,000.00
	Interest Income	79,227.67	100,000.00	28,800.00	100,000.00
	Rental Income	6,400.00	7,600.00	6,900.00	7,600.00
	Chamber Reimbursement	3,423.07	4,221.70	4,300.00	4,300.00
	Total Income	2,590,365.49	3,454,408.03	2,440,000.00	2,612,500.00
Expense					
	Personal Services				
	Salaries	164,414.07	219,218.75	219,218.75	242,581.81
	Payroll Taxes	2,572.47	3,430.00	3,430.00	3,656.64
	Retirement	39,245.67	52,327.52	52,327.52	60,195.85
	Employee Insurance	16,852.50	22,470.00	22,470.00	23,594.00
	Car Allowance	6,300.00	8,400.00	8,400.00	8,400.00
	Workers Compensation	623.25	831.00	831.00	831.00
	Total Personal Services	230,007.96	306,677.27	306,677.27	339,259.30
	Facilities				
	Repairs and Maint	7,453.30	9,937.73	20,000.00	15,000.00
	Telephone	3,756.22	5,008.29	5,000.00	5,010.00
	Utilities	6,332.55	8,443.40	8,500.00	8,500.00
	Total Facilities	17,542.07	23,389.43	33,500.00	28,510.00
	Office				
	Supplies	1,488.27	1,984.36	5,000.00	5,000.00
	Computer	3,057.12	4,076.16	5,000.00	5,000.00
	Postage/Shipping	71.50	95.33	300.00	200.00
	Personal Mileage	1,110.02	1,480.03	4,000.00	4,000.00
	Total Office	5,726.91	7,635.88	14,300.00	14,200.00
	Contractual Services				
	Legal Fees	1,680.00	640.00	10,000.00	10,000.00
	Accounting Fees	11,400.00	12,600.00	14,000.00	13,000.00
	Janitorial Services	3,600.00	5,400.00	5,500.00	5,500.00
	Contract Labor		0.00	1,500.00	1,500.00
	Professional Services	4,000.00	4,000.00	30,000.00	30,000.00
	Dues & Subscriptions	21,360.00	28,480.00	25,000.00	29,000.00
	Total Contractual Services	42,040.00	51,120.00	86,000.00	89,000.00

**Big Spring Economic Development Corporation
Budget Worksheet**

		Oct '22 - Jun 23	Oct '22 - Sept 23	Oct '22 - Sept 23	Oct '23 - Sept 24
	Insurance				
	Property Insurance	6,452.34	6,452.34	6,100.00	8,530.00
	Officer's Liab Insurance	2,726.46	2,726.46	3,000.00	3,000.00
	Surety Bond	942.68	942.68	540.00	540.00
	Total Insurance	10,121.48	10,121.48	9,640.00	12,070.00
	Meetings/Workshops				
	Big Spring Day	1,018.65	1,018.65	5,000.00	-
	Ag Expo	0.00	0.00		-
	Meetings & Workshops	11,812.90	15,750.53	12,000.00	20,000.00
	Total Meetings/Workshops	12,831.55	16,769.18	17,000.00	20,000.00
	Professional Development Promotion	2,130.63	4,000.00	10,000.00	5,000.00
	Promotion	19,567.75	30,000.00	50,000.00	30,000.00
	Entrepenuer Challenge	0.00		-	-
	Total Promotion	19,567.75	30,000.00	50,000.00	30,000.00
	Economic Development				
	Leading EDG	13,500.00	27,000.00	27,000.00	27,000.00
	EDA Grant Matching	0.00	0.00	400,000.00	400,000.00
	Workforce	0.00		15,000.00	15,000.00
	Prospect Activity	11,498.83	30,000.00	45,000.00	65,000.00
	Airpark Road Infrs	0.00		-	-
	Airpark Rail Infrastructure	0.00		-	-
	Ports to Plains	14,804.70	14,804.70	15,000.00	15,000.00
	Total Economic Development	39,803.53	71,804.70	502,000.00	522,000.00
	Type B Projects	750,000.00	750,000.00	750,000.00	750,000.00
	Interest Paid	79,010.68	103,537.50	103,537.50	89,732.50
	Capital Outlay				
	Property Improvements	0.00		5,000.00	50,000.00
	Building				
	Equipment	0.00		5,000.00	5,000.00
	Total Capital Outlay	-	-	10,000.00	55,000.00

**Big Spring Economic Development Corporation
Budget Worksheet**

				Oct '22 - Jun 23	Oct '22 - Sept 23	Oct '22 - Sept 23	Oct '23 - Sept 24
			Reduction of Long Term Debt	550,000.00	550,000.00	550,000.00	550,000.00
			Total Expense	1,758,782.56	1,925,055.44	2,442,654.77	2,504,771.80
			Net Income	831,582.93	1,529,352.59	(2,654.77)	107,728.20

Howard County 911 Communication District

Budget Study 2022/2023

<i>ESTIMATED EXPENDITURES</i>	
PERSONNEL SERVICES	
Salaries/Benefits	\$31,000.00
Contract Labor (HCSO)	\$65,552.00
Contract Labor (HCSO dispatch)	\$18,500.00
TOTAL	\$115,052.00
Supplies & Materials	
Janitorial Supplies	\$2,500.00
Office Supplies	\$1,500.00
Printing (Fax)	\$400.00
Postage	\$250.00
Maps & Materials	\$0.00
TOTAL	\$4,650.00
Capital Projects	
New Equipment PSAP'S	
Dispatch Center Equipment	\$5,000.00
GIS Equipment	\$1,600.00
Computers/ Software	\$3,000.00
TOTAL	\$9,600.00

Howard County 911 Communication District

Budget Study 2023/2024

2023/2024

<i>ESTIMATED EXPENDITURES</i>	
PERSONNEL SERVICES	
Salaries/Benefits	\$25,200.00
Contract Labor (HCSO)	\$5,974.00
Contract Labor (HCSO dispatch)	\$0.00
TOTAL	\$31,174.00
Supplies & Materials	
Janitorial Supplies	\$500.00
Office Supplies	\$1,000.00
Printing (Fax)	\$400.00
Postage	\$250.00
Maps & Materials	\$0.00
TOTAL	\$2,150.00
Capital Projects	
New Equipment PSAP'S	
Dispatch Center Equipment	\$5,000.00
GIS Equipment	\$1,600.00
Computers/ Software	\$3,000.00
TOTAL	\$9,600.00

2022/2023**Contractual Services**

Legal Services	\$2,500.00
Accounting Services	\$4,800.00
Professional (Audit)	\$4,500.00
TOTAL	\$11,800.00

Lease Payments

Equipment	
911 Service/Equipment	\$15,000.00
Maintenance Recorders	\$4,000.00
TOTAL	\$19,000.00

Travel/Auto/Memberships

Auto Allowance	\$9,000.00
Professional Development/Travel	\$5,000.00
Registration Fees	\$750.00
Dues/Subscriptions	\$450.00
TOTAL	\$15,200.00

Utilities

Office Telephone	\$1,600.00
Electric / Water/ Internet	\$27,000.00
Cellular Telephone/NET CARD	\$600.00
Building Cost	\$29,100.00
TOTAL	\$58,300.00

2023/2024**Contractual Services**

Legal Services	\$2,500.00
Accounting Services	\$9,600.00
Professional (Forensic Audit)	\$12,300.00
TOTAL	\$24,400.00

Lease Payments

Equipment	
911 Service/Equipment	\$15,000.00
Maintenance Recorders	\$4,000.00
TOTAL	\$19,000.00

Travel/Auto/Memberships

Auto Allowance	\$0.00
Professional Development/Travel	\$2,500.00
Registration Fees	\$750.00
Dues/Subscriptions	\$450.00
TOTAL	\$3,700.00

Utilities

Office Telephone	\$1,600.00
Electric / Water/ Internet	\$27,000.00
Cellular Telephone/NET CARD	\$600.00
Building Cost	\$24,172.00
TOTAL	\$53,372.00

2022/2023**Insurance**

Health Insurance Director	\$0.00
Liability / Property Insurance (District)	\$5,800.00
TOTAL	\$5,800.00

Advertising

Classified	\$100.00
Public Information	
Public Education	\$3,000.00
TOTAL	\$3,100.00

Total Expenditures	\$242,502.00
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Revenues

Wireline	\$105,000.00
Wireless	\$175,000.00
Interest	\$850.00
Total	\$280,850.00

Revenues	\$280,850.00
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Balance	\$38,348.00
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Other Monies

Total Expenditures	\$242,502.00
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Tex Pool	\$10,667.00
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Total	\$10,667.00
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2023/2024**Insurance**

Health Insurance Director	\$0.00
Liability / Property Insurance (District)	\$6,300.00
TOTAL	\$6,300.00

Advertising

Classified	\$100.00
Public Information	
Public Education	\$1,500.00
TOTAL	\$1,600.00

Total Expenditures	\$151,296.00
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Revenues

Wireline	\$105,000.00
Wireless	\$175,000.00
Interest	\$500.00
Total	\$280,500.00

Revenues	\$280,500.00
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Total Expenditures	\$151,296.00
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Balance	\$129,204.00
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Investment TexPool	
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Total	\$10,520.00
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Big Spring Fire Department

Memorandum

To: Todd Darden, John Medina, Sandy Smith

From: Jay Holt, Interim Fire Chief

Date: August 4th, 2023

Big Spring Fire Department would like to pursue the AFG (Assistance to Firefighters Grant) for the purpose of purchasing Vehicle Exhaust Elimination Systems in each of the Fire Stations. The benefit of this program is simple. By having this equipment, I believe we can help reduce the exposure of cancer-causing agents to firefighters. This will help increase the life expectancies of firefighters and reduce the insurance liability of the city. This all translates to a saving to the taxpayers of Big Spring.

This grant has the potential to make a daily difference in our department. One of the biggest ways is by keeping firefighters healthy. This is achieved by keeping toxic vehicle exhaust emissions out of the fire stations.

This grant is a 90-10 type where the city would be responsible for up to 10% of the cost of the project. The total cost of this project is \$193,600 and City portion would be up to \$18,000.00

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG
SPRING, TEXAS, DESIGNATING THE FOLLOWING AS NOMINEES
FOR THE POSITION OF DIRECTOR ON THE HOWARD CENTRAL
APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE
YEARS 2024 AND 2025; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Texas Property Tax Code 6.03(a) allows tax jurisdictions to nominate up to five people to serve on the Board of Directors of the Howard Central Appraisal District for a term of office of two years beginning January 1, 2024; and

WHEREAS, Texas Tax Code Section 6.03(g) requires the nomination(s) to Joint Tax Appraisal District Board of Directors be made by a resolution and submitted to the Tax Appraiser no later than October 15th;

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

SECTION 1. The City Council of the City of Big Spring does hereby nominate the following person(s) to serve on the Board of Directors of the Howard Central Appraisal District for a term of office of two years beginning January 1, 2024;

- | | |
|--------------------------------|----------|
| 1. <u>Jordan Partee</u> | 4. _____ |
| 2. _____ | 5. _____ |
| 3. _____ | |

SECTION 2. This resolution shall be in force and effect from and after its final passage, and it to so resolved.

PASSED AND APPROVED on a first reading at a regular meeting of the City Council on the **26th** day of **September, 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 **10th** day of **October, 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



HOWARD CENTRAL APPRAISAL DISTRICT

**Clarissa Teichman, RPA
Chief Appraiser**

September 5, 2023

It is time for the tax units of Howard County to elect members to the Appraisal District's Board of Directors. As the election administrator for this process, I must notify you of the timetable, each tax unit's votes based on the 2022 tax levies, and give your tax unit the right to nominate a member or members to the board. Please see that this is passed on to your Presiding Officer-a requirement of law.

Per state law, we have five members of the Board of Directors. There are no staggered terms, so all board member positions are up for election. Your tax unit has the right to nominate, by resolution of your governing body, up to five people. There is no requirement for you to nominate anyone if you do not want to do so. Any person living in Howard County and who has been a resident of this county for the past two years is eligible to serve. Employees of tax units other than elected officials are not eligible for board service.

The members of the current Board are not automatically nominated so if your tax unit wishes to re-nominate them, please feel free to do so or nominate anyone else that you wish. The board members who are willing to continue to serve are:

Scott Emerson
Craig Wyrick
Michael Dawson
Noel Hoff
Jordan Partee

The nominations should be returned to me at the appraisal district address by October 15, 2023. I will prepare a ballot and return it to your tax unit. Your tax unit will then be able to cast votes for as many nominees as they wish or cast all votes for a single nominee. The actual vote must be done by resolution of your tax unit in an open meeting between October 31 and December 15. The resolution should be returned to me as soon as it is completed. The successful board members will be announced by December 20 and will be sworn in at the first meeting in 2024.

I have enclosed a resolution that you may use for the nominations process. If you have any questions about the elections process, feel free to contact me.

Thank You,

Clarissa Teichman, Chief Appraiser

2024 Calculation of Votes for Board of Directors Election

Tax Unit	2022 Levy-Hood Co.	Levy % for Appraisal	Vote Allocation
Howard County	\$ 20,725,997	0.1646	\$ 823
Howard College	\$ 14,608,290	0.1160	\$ 580
Big Spring City	\$ 8,555,513	0.0679	\$ 340
Coahoma City	\$ 225,225	0.0018	\$ 9
Forsan City	\$ 24,079	0.0002	\$ 1
Big Spring ISD	\$ 37,737,790	0.2997	\$ 1,499
Coahoma ISD	\$ 13,281,590	0.1055	\$ 527
Forsan ISD	\$ 8,891,752	0.0706	\$ 353
Permian UWD	\$ 129,734	0.0010	\$ 5
Sands ISD	\$ 17,246,579	0.1370	\$ 685
Borden County ISD	\$ 1,977,898	0.0157	\$ 79
Stanton ISD	\$ 2,505,877	0.0199	\$ 100
	\$ 125,910,324	1.0000	\$ 5,000

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS TO TEMPORARILY AMEND THE PERSONNEL POLICIES OF THE CITY OF BIG SPRING TO PROVIDE FOR A ONE-TIME RETENTION STIPEND OF \$1,500.00 TO EMPLOYEES CONTINUOUSLY EMPLOYED BETWEEN OCTOBER 16, 2023 AND OCTOBER 20, 2023 TO BE PAID FROM CURRENT FUNDS; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council finds that promoting the morale of City of Big Spring employees is in the public interest and that a one-time payment of \$1,500.00 to each employee from current funds in the form of a retention stipend is appropriate to this end;

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

SECTION 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

SECTION 2. The Personnel Policies of the City of Big Spring are hereby temporarily amended to provide for a one-time retention stipend of \$1,500.00 to be paid to each employee of the City of Big Spring who is continuously employed by the City of Big Spring from 8:00 am, Monday October 16, 2023 until 5:00 pm, Friday October 20, 2023, except this shall not apply to the City Manager, the City Attorney, the Presiding Municipal Court Judge, or the Associate Municipal Court Judge.

SECTION 3. 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 4. This Resolution shall become effective immediately.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **26th** day of **September, 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 **10th** day of **October, 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

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 **Fire Hydrant Replacements**.

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.

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:

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 fire hydrant replacements located throughout the City.

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

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 \$7,500.00. 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.

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 **Oak Glen Drive Asphalt Paving**.

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. Engineer's Limited Liability

The CITY has engaged the ENGINEER to provide specifications and contract documents for the installation of asphalt pavement for a section of roadway that is being constructed by City personnel. The ENGINEER shall not be held responsible for failure of the roadway due to subgrade and/or base material failure that resulted from work performed by City personnel.

XXVIII. Integrated Agreement

The parties intend this statement of their Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement.

XXIX. 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:

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:

Preparation of contract documents and specification for asphalt paving along a section of Oak Glen Drive that is being constructed by City personnel.

Basic Engineering Services

A – Design Phase

1. Prepare contract documents and specifications for bidding and constructing improvements.
2. Furnish Bidding Documents to City for legal review.
3. 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 concept of the project and compliance with the Contract Documents and approve in writing final payment to the Contractors.

Additional Engineering Services

- Provide materials testing for density control of base material and proof roll observation of asphalt paving placement.

EXHIBIT B

Compensation Payment Schedule

Compensation for Basic Engineering and Additional Services as described in the Scope of Services shall be at a time and expense with not to exceed price of \$5,000.00. 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.

Highlighted names have expired as of 9/30/22.

Highlighted names will expire on 9/30/23.



Board Name: **Term** **Expires**

McMAHON/WRINKLE AVIATION

ADVISORY BOARD Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Johnathan Ray	10/11/2022		9/30/2023	1
Adriel Saldivar	7/12/2022		9/30/2024	2
				3
Joseph Harrison	3/14/2023		9/30/2024	4
Russ Rutledge	4/25/2023		9/30/2025	5
Steven Boatenhamer	5/9/2023		9/30/2024	6
Robert D. Miller	9/12/2023		9/30/2025	Mayor

One (1) opening - Districts 3

Board Name: **Term** **Expires**

BOARD OF ADJUSTMENTS & APPEALS

Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
John Flores (Construction Field)	11/9/2021		9/30/2023	1
Rosie Franco	1/11/2022		9/30/2024	2
				3
Dale Coates (Mechanical Contractor)	2/22/2005	9/24/2019	9/30/2022	5
Tommy Corwin (Construction Field)	2/22/2005	9/24/2019	9/30/2022	5
Walter Brumley, Jr.(Electrician)	9/26/2017	9/8/2020	9/30/2023	6
Steve Herrin	9/12/2023		9/30/2025	Mayor

Three (3) openings - Need Districts 3, 4 and 5

Board Name: **Term** **Expires**

PLANNING & ZONING COMMISSION

Three Years 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Dale Avant	9/24/2013	9/12/2023	9/30/2023	1
TJ (Thomas Jesse)Stewart	7/13/2021		9/30/2024	2
				3
Kelley Harris	9/26/2017	9/12/2023	9/30/2026	4
Kevan Schooler	9/26/2017	9/8/2020	9/30/2023	5
Aubrey Weaver, Jr	9/24/2013	9/24/2019	9/30/2022	6
Terry McDaniel	10/25/2022		9/30/2025	Mayor

Two (2) openings - Need Districts 3 and 6.

Board Name:

ZONING BOARD OF ADJUSTMENTS

Term

Three Years

Expires

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Debbie Ramirez	7/12/2022		9/30/2023	1
Julie Ramirez	7/12/2022		9/30/2024	2
Carrie Rodman	9/24/2013	10/25/2022	9/30/2023	3
Sherry Wiggington	11/9/2021		9/30/2024	4
Veronica Zuniga	11/9/2021	12/13/2022	9/30/2025	5
Mark Sheedy	8/9/2022		9/30/2024	6
Jeanie Knocke	10/26/2021	10/25/2022	9/30/2025	Mayor

Board Name:

ALTERNATES

ZONING BOARD OF ADJUSTMENTS

Term

Three Years

Expires

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Maria Padilla	3/22/2022		9/30/2023	1
Jose Olivias	5/23/2023		9/30/2024	2
				3
Jan Hansen	7/12/2022		9/30/2024	4
				5
April Gutierrez	6/14/2022		9/30/2024	6
				Mayor

Four (4) openings - Need Districts 3, 5 & Mayor.

Board Name:ANIMAL RESCUE AND ADOPTION
COMMITTEE**Term****Expires**

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Amanda Williams	8/10/2021		9/30/2023	1
Julia Hartman	7/13/2021		9/30/2024	2
Amy French	1/11/2022		9/30/2023	3
Jeff Lane	4/11/2023		9/30/2024	4
Brittany Hankins	7/28/2021		9/30/2022	5
				6
Jill Wilbanks	9/12/2023		9/30/2025	Mayor

Two (2) openings - Need Districts 5 & 6

Board Name:BIG SPRING ECONOMIC DEVELOPMENT
CORPORATION**Term**

Three Years

Expires

09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Cody Williams	10/26/2021		9/30/2023	1
Anna Scott	12/13/2022		9/30/2024	2
				3
Raul Benavides	9/27/2022	9/27/2022	9/30/2025	4
				5
Kevin Armstrong	5/9/2023		9/30/2024	6
Joel Delagarza	9/12/2023		9/30/2025	Mayor

Two (2) openings - Need Districts 3 & 5

Updated as of 09/14/2023