



CITY COUNCIL REGULAR AGENDA

Tuesday, November 28, 2023

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, November 28, 2023, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

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

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

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|-----|---|---------|----------|
| 5. | Recognition of the Big Spring-Howard County Crime Stoppers Board for Receiving the Productivity Award 2022 at the 34th Annual Texas Crime Stoppers Conference. | 7 | Williams |
| 6. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 826 W 7TH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES - OWNER: RAMON MAGANA-RODRIGUEZ | 8-60 | Hagen |
| 7. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 710 E 17TH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 .0163 ACRES - OWNER: KENNETH WAYNE BANKS | 61-111 | Hagen |
| 8. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 903 E 14TH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 .0161 ACRES - OWNER:JUANA A. MENDOZA | 112-139 | Hagen |
| 9. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 4207 OAK ST, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL #051 ACQ 02282022 BLK/TRACT 3 0.149 ACRES - OWNER: RAUL MARQUEZ | 140-169 | Hagen |
| 10. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1007 W 6TH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017 - OWNER: JAMES PINEDA, DEBBIE PINEDA, JOSE PINEDA, & DIANA BABCOCK | 170-205 | Hagen |
| 11. | PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1011 W 7TH, BIG SPRING, TEXAS 79720 - LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 | 206-250 | Hagen |

City Manager's Report

12. City Manager's report on the following items: Darden

- Update - Large Item Pickup, District 5 - Picked Up 5.8 Tons
- Discussion of the Availability of Animal Traps for Public Use
- Reminder - Two Council Meetings Set for December 12th

Consent Items

- | | | |
|---|---------|-------------|
| 13. Approval of the City Council Minutes of the Regular Meeting of November 14, 2023. | 251-256 | Davis |
| 14. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of October 17, 2023 | 257-258 | Mark Willis |
| 15. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meetings of May 15, 2023, July 20, 2023 and September 21, 2023 | 259-263 | Feeley |
| 16. Final Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 10 "Convention and Visitors Bureau Board" Section 2-315 by Amending Subsection (e) to Activate the Convention and Visitors Bureau Board; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date | 264-265 | Lewis |
| 17. Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas, for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by a Reallocation of Funds Within the Airpark Fund Budget for the Purpose of the Construction of a Road, Utilizing the Ramp Funds; Providing for Severability; Providing for Publication; and Providing an Effective Date | 266-267 | Feeley |

Vouchers

18. Vouchers for 11/17/23	\$ 1,123,066.95	Tompkins
Drafts	\$ 844,175.50	

New Business

19. First Reading of an Ordinance Establishing the Pay Schedule for Classified Positions Within the Police Department for the Fiscal Year 2023-24; Providing for Repeal of Ordinances in Conflict Herewith; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date	268-270	Medina
20. Consideration and Possible Action to Authorize the City Manager to Negotiate and Execute a Pipeline Right of Way License for a Term of 10 or More Years with WTG Gas Processing, LLC for a portion of Section 25, Block 33, T-1-N, T&P RR Co. Survey, Howard County.	271	Bowles
21. Consideration and Possible Action Regarding an Agreement with Vector Fleet and Authorizing the City Manager or His Designee to Execute any Necessary Documents	272-276	Medina
22. Consideration and Possible Action of an Engineering Services Agreement with Jacob Martin for Lead Service Line Inventory and Authorizing the City Manager to Execute any Necessary Documents.	277-291	Bowles
23. Boards and Committees Consideration and Possible Action on the Below Listed Board Member as Follows:		Moore
a. <u>Zoning Board of Adjustments</u> Resignation of Jeanie Knocke		Moore
b. <u>Convention and Visitors Bureau Board</u> Drew Mouton - Appointment - Mayor Inez Denise Morgan - Appointment - Dist. 3 Zac Phinney - Appointment - Dist. 5 Jeanie Knocke - Appointment - Dist. 6		Moore
c. <u>Howard County 911 District Board</u> Scott Emerson - Appointment - Mayor (Debra Wallace, term has expired)		Moore

Council Input

24. Input

Executive Session

25. **Adjourn** into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations. Moore
26. **Adjourn** into Executive Session in accordance with the purposes permitted by the Open Meetings Act, Section 551.072, Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease or Value of Real Property where Deliberation in an Open Meeting Would have a Detrimental Effect on the Position of the City in Negotiations with a Third Party. Moore
27. **Reconvene** into Open Session and Take Any Necessary Action on Executive Session Items. Moore
28. **Adjourn** Moore

The City Council reserves the right to meet in executive session on any agenda item should the need arise pursuant to Chapter 551, Subchapter D of the Texas Government Code, or the Texas Disciplinary Rules of Professional Conduct.

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Wednesday, November 22, 2023 at 1:00 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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


Tami L. Davis, City Secretary

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATION OR A HEARING IMPAIRED

PERSON WISHING TO HAVE AN INTERPRETER SHOULD REQUEST SERVICES AT LEAST 48 HOURS PRIOR TO THE SCHEDULED MEETING BY CONTACTING TAMI DAVIS AT 432-264-2513 OR EMAIL: TDAVIS@MYBIGSPRING.COM.



Memorandum

To: Honorable Mayor, City Council, and City Manager

From: Chad Williams, Chief of Police

Date: November 17, 2023

Subject: Recognition of Crime Stoppers Award

On October 4, 2023, at the 34th Annual Texas Crime Stoppers Conference, the Big Spring-Howard County Crime Stoppers Board received the Productivity Award 2022. This prestigious recognition commended the Board for achieving the highest number of cases cleared within a county population ranging from 40,001 to 50,000.

The significance of this accolade underscores the remarkable collaborative efforts between the community and law enforcement. The citizens of Big Spring and Howard County played a pivotal role in the Board's success by demonstrating keen observance and promptly reporting vital information to both the Big Spring Police Department and the Howard County Sheriff's Office. Their vigilance, coupled with effective dissemination of crime-related information through Crime Stoppers' social media channels, has been instrumental in identifying perpetrators and resolving criminal cases.

This well-deserved award serves as a testament to the dedication and synergy between the community and law enforcement agencies, reaffirming the collective commitment to fostering a safer and more secure environment for all residents of Big Spring and Howard County.

We would like to recognize and thank the Crime Stoppers board members for their dedication and support:

Clarence Hartfield Jr.
Kevan Schooler
David Baird
Suzanne Markwell
Vivian Gordon
Marvin Boyd
Mike Shaefer

826 W 7TH

Code Enforcement Officer: Jacob Leos

Exhibit A-1

STATE OF TEXAS

COUNTY OF HOWARD

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**AFFIDAVIT OF JACOB LEOS
CONCERNING 826 W 7TH**

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

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

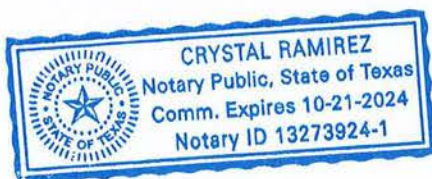
“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **826 W 7TH**, 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 21 day of November, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023 by the above referenced Affiant.





Notary Public, State of Texas

Exhibit A-2

Property Details

Account

Property ID:	278474	Geographic ID: B2640004300
Type:	Real	Zoning:
Property Use:		Condo:

Location

Situs Address:	826 W 7TH
Map ID:	Mapscot
Legal Description:	LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES
Abstract/Subdivision:	
Neighborhood:	CDCS

Owner ?

Owner ID:	400869
Name:	RODRIGUEZ-MAGANA RAMON
Agent:	
Mailing Address:	2009 A WCR 117 MIDLAND, TX 79706
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
826 W 7TH 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.

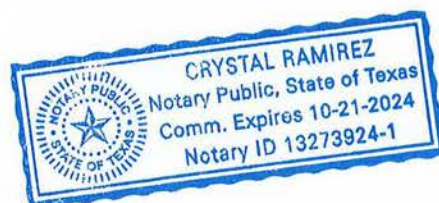
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 21 day of November, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Thursday, 19 October
2023 15:11

Case # 23-00000080

Parcel # : 278474

Site Address: 826 7TH

Case Description: STRUCTURE ON PROPERTY IS NOT UP TO CODE IN VIOLATION OF SUB STANDARD STRUCTURE.

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		10/17/23 CODE OFFICER LEOS SERVED WARRANT ON PROPERTY. INTERIOR OF STRUCTURE DETIORATING. SOME BEAMS HAVE BRACKETS TO HOLD TOGHER. SOME BEAMS AND SOME FRAMEWORK BROKEN. ROOF IN BAD SHAPE. THERE IS WARPED AND BOIENG WOOD. THERE IS ALSO A TREE GOING THROUGH THE CORNER OF THE HOUSE. THERE IS FLOOR DAMAGE IN THE STRUCTURE. THE STRUCTURE IS UNSAFE AND UNSANITARY. WILL SEND NOTICE TO PROPERTY OWNER/	Jacob Leos	10/19/23	
GENERAL		9-5-23 fowarded case to M.G. for further legal action.	Jacob Leos	09/15/23	
GENERAL		6/23/23 INSPECTED PROPERTY- CODE OFFICER JACOB LEOS. SUB STANDARD STRUCTURE 9/1/23 REINSPECTED PROPERTY- CODE OFFICER JACOB LEOS. VIOLATION OF SUB STANDARD STRUCTURE STILL PRESENT. STRUCTURE/ROOF IS DETIORATING. ROOF WARPED, HAS HOLES, EXTENSIVE DAMAGE. HOLES/OPENINGS AROUND STRUCTURE INTO INSIDE OF STRUCTURE. HAZARDOUS STRUCTURE. Will send notice to property owner Ramone Magana Rodriguez to mailing address 2009 A WCR 117 Midland TX 79706	Jacob Leos	09/01/23	
CORRECTIVE ACTION		THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, THE STRUCTURE AND ROOF NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED. IF PROBLEM PERSISTS CRIMINIAL CHARGES WILL BE FILED.	Jacob Leos	09/01/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On June, 23, 2023, September 1st, 2023 and October, 17th, 2023, I inspected the property described as:

LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES Big Spring,
Howard County, Texas, also known as **826 W 7TH**, Big Spring, Texas.

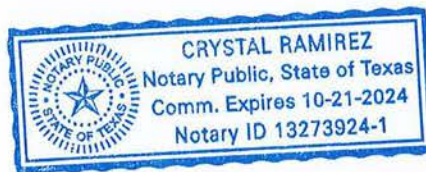
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

SIGNED on the 21 day of November, 2023.



AFFIANT

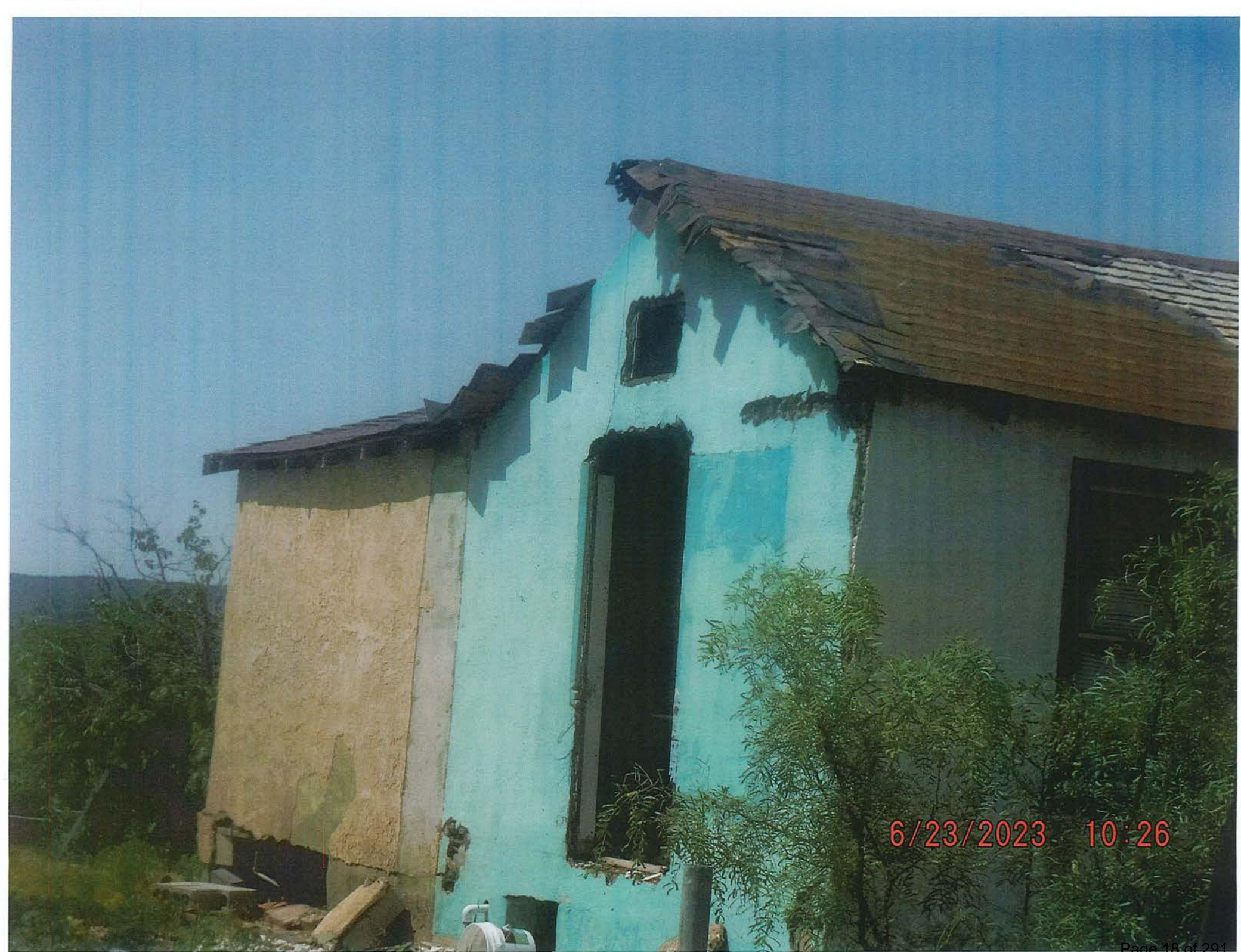
SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit A-4





6/23/2023 10:26







6/23/2023 12:31



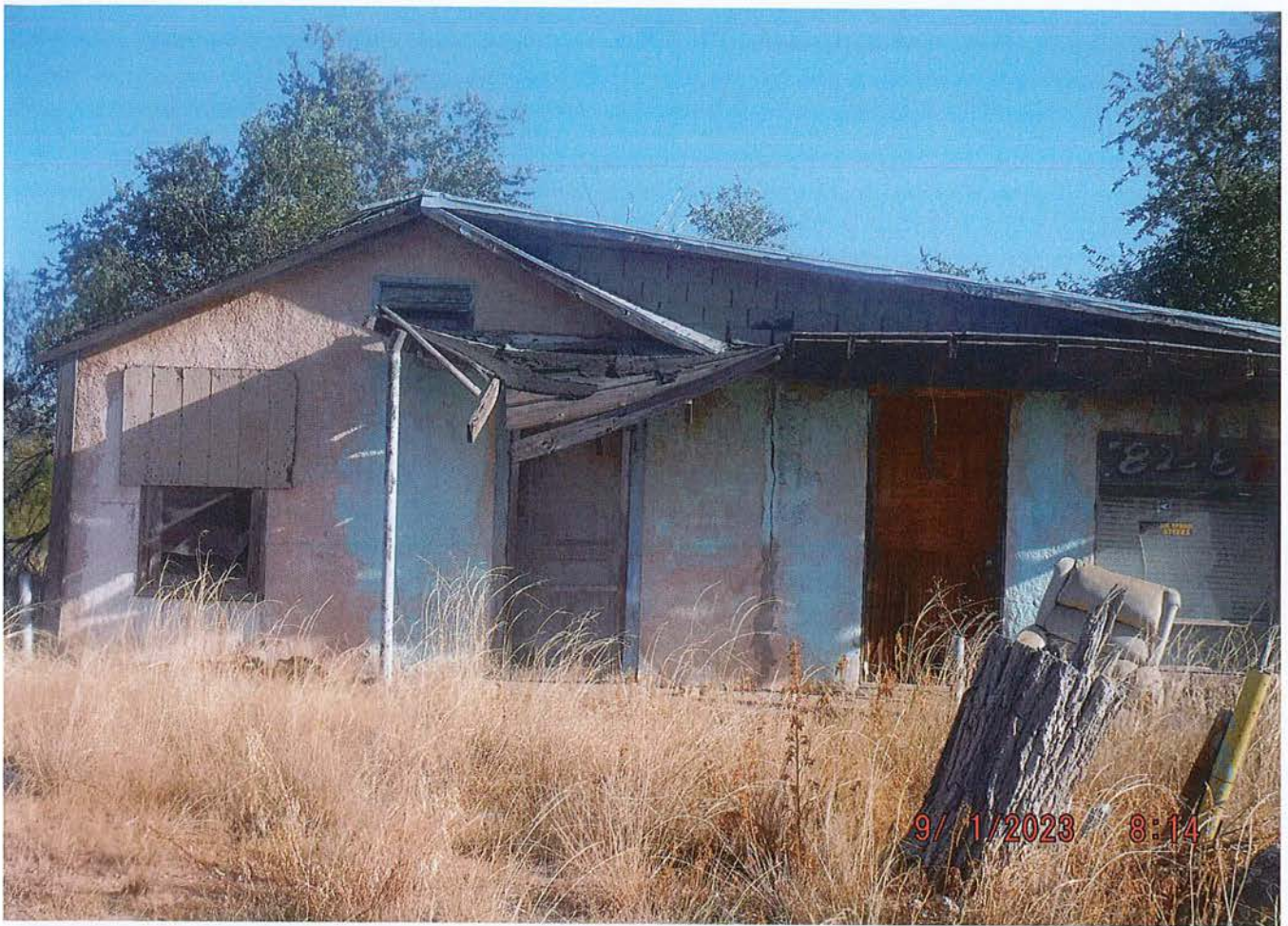
6/23/2023 12:32





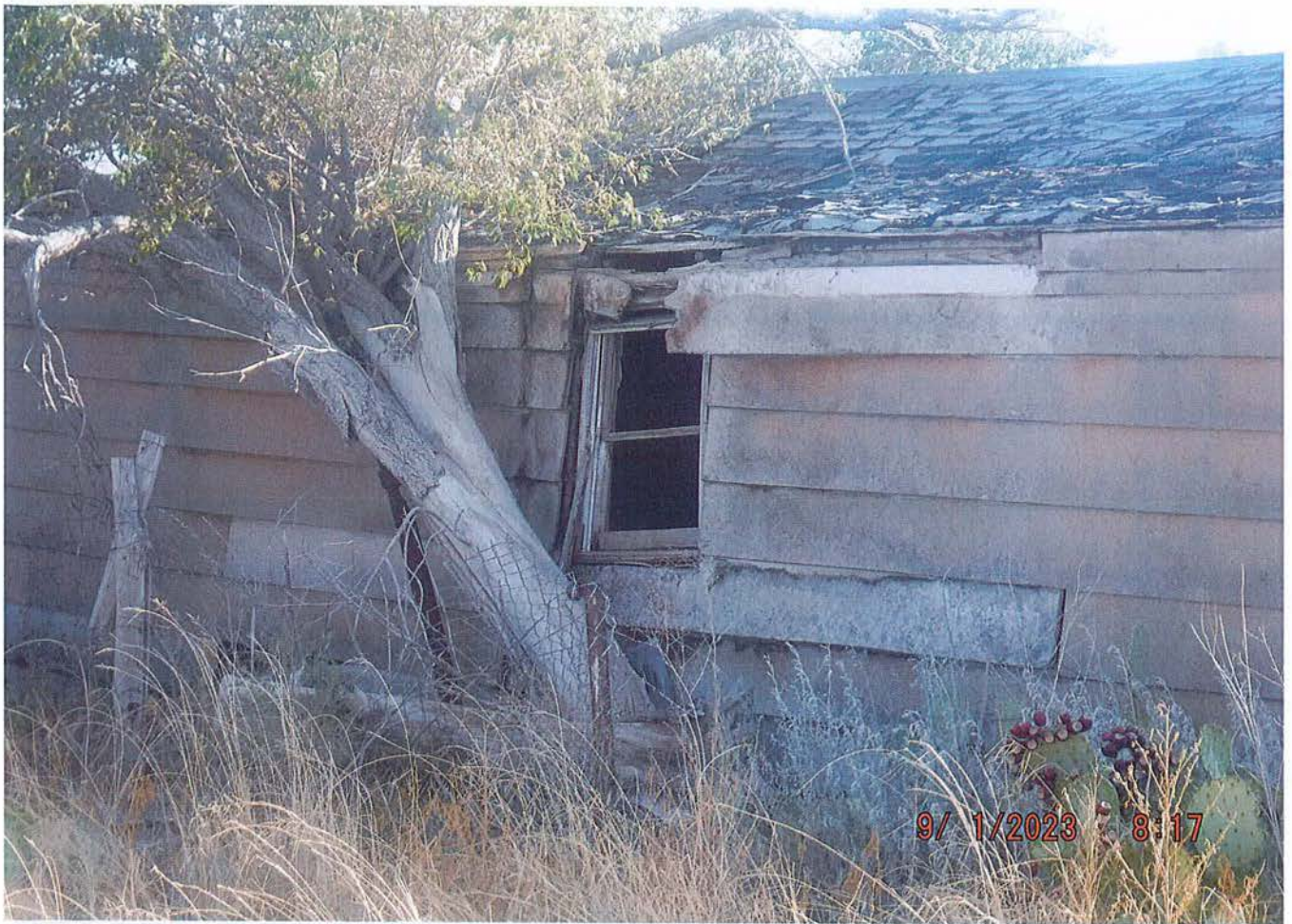


6/23/2023 12:32





















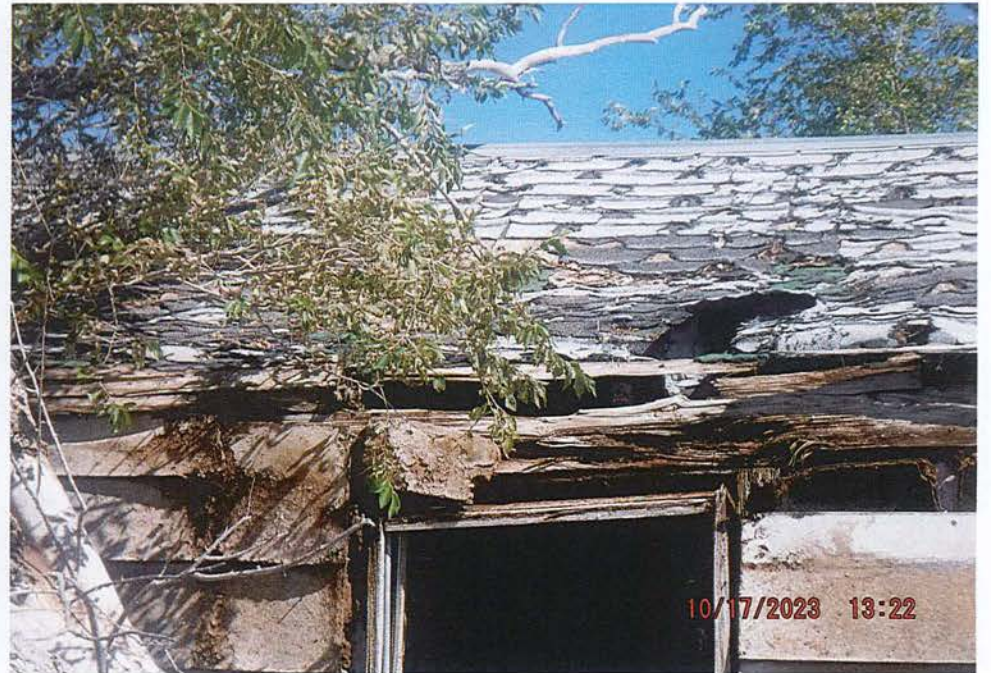




















STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

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

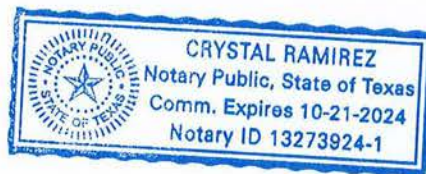
Certified Mail Return for **Exhibit A-5** is also attached.

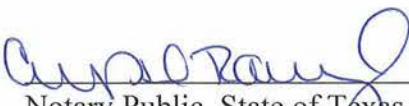
SIGNED on the 21 day of November, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit A-5

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 432.264.2502 or by email at jleos@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,


Jacob Leos
Code Enforcement Officer



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

November 16th, 2023

Ramon Rodriguez-Magana
2009 A WCR 117
Midland, Texas 79706

Ramon Rodriguez-Magana
826 W 7TH
Big Spring, Texas 79720

Re: 826 W 7TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153
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 building support beams are rotted. The building is open to the elements. The building is collapsing in due to no support. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without	The roof appears to admit rain and has signs of deterioration. Unsafe condition.

proper anchorage and is capable of supporting all nominal loads and resisting all load effects.	
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

Secure 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	Code Enforcement Officer
<i>Name</i>	<i>Title</i>
+1 (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.

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, November 28, 2023** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

Section C-9.02 (c)The City Attorney shall present the case for the City. If the City Attorney is recused or disqualified, the City Manager shall determine who shall present the case for the City.

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the

order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

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

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

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

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

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

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

Sincerely,



Jacob Leos, Code Enforcement Officer
City of Big Spring, Texas

9589 0710 5270 0422 7437 11

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For delivery information, visit our website at www.usps.com ®.	
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☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To	826 W 7th
Street and Apt. No., or PO Box No.	Final
City, State, ZIP+4®	Big Spring, TX 79720
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7437 97

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☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To	826 W 7th
Street and Apt. No., or PO Box No.	Final
City, State, ZIP+4®	Big Spring, Texas 79720
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

STATE OF TEXAS

COUNTY OF HOWARD

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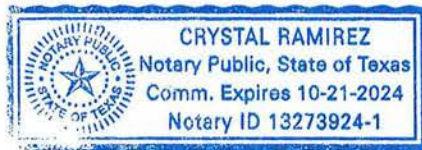
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing was posted on the property on November 14, 2023, by Code Official F.Rodriguez attached as **Exhibit A-6** is the photo of the posting, **photograph** was not taken until November 21, 2023 but the notice of public hearing was posted on or near the front door of each dwelling unit listed in the attached notice on November 14, 2023.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit A-6

Network time is not synchronized
Local: Nov 21, 2023 9:40:55 AM CST
32°14'45.227"N -101°29'0.573"W



Network time is not synchronized
Local: Nov 21, 2023 9:40:59 AM CST
32°14'45.227"N -101°29'0.573"W



Code Enforcement
321 E. 3rd St., Big Spring, Texas 79601-1700 PH: 409-366-2869

NOTICE OF PUBLIC HEARING
CONCERNING A ZONING VIOLATION

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING BOARDING HOUSE WILL BE A PUBLIC HEARING ON NOVEMBER 27TH, 2023 AT 10:00 AM, IN THE CITY OF BIG SPRING, TEXAS, CHAMBERS AT 301 E. 4th St., BIG SPRING, TEXAS 79601. THE CITY OF BIG SPRING, TEXAS, HAS PUBLIC HEARINGS ON THE PRESENT USE, THE CITY OF BIG SPRING, TEXAS, HAS INTERESTED PERSONS MAY SPEAK, WITH A DETERMINATION AND BE MADE AND RECOMMENDATION BE MADE ON THE PRESENT USE.

804 W. 1ST, BIG SPRING, TEXAS 79601 - LEGAL NONCONFORMING USE AS A BOARDING HOUSE AND 100 ACRES OF LAND ACROSSING: RANCH BANGS AND 100 ACRES.

714 E. 1ST, BIG SPRING, TEXAS 79601 - LEGAL NONCONFORMING USE AS A BOARDING HOUSE AND 100 ACRES OF LAND ACROSSING: RANCH BANGS AND 100 ACRES.

702 E. 1ST, BIG SPRING, TEXAS 79601 - LEGAL NONCONFORMING USE AS A BOARDING HOUSE AND 100 ACRES OF LAND ACROSSING: RANCH BANGS AND 100 ACRES.

404 W. 1ST, BIG SPRING, TEXAS 79601 - LEGAL NONCONFORMING USE AS A BOARDING HOUSE AND 100 ACRES OF LAND ACROSSING: RANCH BANGS AND 100 ACRES.

301 W. 1ST, BIG SPRING, TEXAS 79601 - LEGAL NONCONFORMING USE AS A BOARDING HOUSE AND 100 ACRES OF LAND ACROSSING: RANCH BANGS AND 100 ACRES.

201 W. 1ST, BIG SPRING, TEXAS 79601 - LEGAL NONCONFORMING USE AS A BOARDING HOUSE AND 100 ACRES OF LAND ACROSSING: RANCH BANGS AND 100 ACRES.

101 W. 1ST, BIG SPRING, TEXAS 79601 - LEGAL NONCONFORMING USE AS A BOARDING HOUSE AND 100 ACRES OF LAND ACROSSING: RANCH BANGS AND 100 ACRES.

THE CITY OF BIG SPRING, TEXAS, HAS PUBLIC HEARINGS ON THE PRESENT USE, THE CITY OF BIG SPRING, TEXAS, HAS INTERESTED PERSONS MAY SPEAK, WITH A DETERMINATION AND BE MADE AND RECOMMENDATION BE MADE ON THE PRESENT USE.

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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 **NOVEMBER 28TH, 2023, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

826 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES-OWNER: RAMON MAGANA-RODRIGUEZ

710 E 17TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 0.163 ACRES-OWNER: KENNETH WAYNE BANKS

903 E 14TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 0.161 ACRES-OWNER: JUANA A. MENDOZA

4207 OAK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # 051 ACQ 02282022 BLK/TRACT 3 0.149 ACRES –OWNER: RAUL MARQUEZ

1007 W 6TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017 –OWNER: JAMES PINEDA, DEBBIE PINEDA, JOSE PINEDA & DIANA BABCOCK

1011 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213 –OWNER: SERVANDO GUTIERREZ

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

710 E 17TH

Code Enforcement Officer: Jacob Leos

Exhibit B-1

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF JACOB LEOS
CONCERNING 710 E 17TH**

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

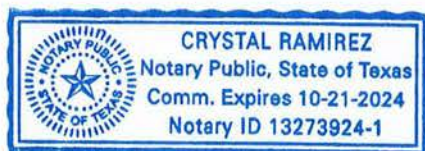
“My name is **Jacob Leos**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **710 E 17TH**, 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 21st day of November, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 21st day of November, 2023 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-2

Property Details

Account

Property ID:	281375	Geographic ID:	B3510001400
Type:	Real	Zoning:	
Property Use:		Condo:	
Location			
Situs Address:	710 E 17TH		
Map ID:		Mapsco:	
Legal Description:	E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 0.163 ACRES		
Abstract/Subdivision:			
Neighborhood:	GOLD		
Owner ⓘ			
Owner ID:	443581		
Name:	BANKS KENNETH WAYNE		
Agent:			
Mailing Address:	2516 CHANUTE DR BIG SPRING, TX 79720		
% Ownership:	100.0%		
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.		

Property Values

Improvement Homesite Value:	\$46,629 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$6,213 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$52,842 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$52,842 (=)
Homestead Cap Loss: ⓘ	\$20,490 (-)
Assessed Value:	\$32,352
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: BANKS KENNETH WAYNE **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$52,842	\$25,882	\$54.02	
02B	CITY OF BIG SPRING	0.636039	\$52,842	\$25,882	\$164.62	
03B	BIG SPRING ISD	0.763200	\$52,842	\$0	\$0.00	
052	HOWARD COLLEGE	0.154789	\$52,842	\$25,882	\$40.06	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$258.70

Estimated Taxes Without Exemptions: \$931.47

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
710 E 17TH 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.

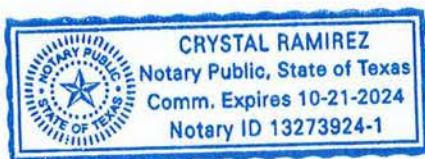
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 21 day of November, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-3



CASE NOTES

Page 1 of 1

Report Run On: Thursday, 19 October
2023 15:55

Case # 23-00000208

Parcel #: 281375

Site Address: 710 E 17TH

Case Description: SUBSTANDARD STRUCTURE NO ROOF/OPEN

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		10/17/23 CODE OFFICER LEOS SERVED WARRANT ON THIS PROPERTY TO INSPECT INTERIOR OF STRUCTURE. ON HALF OF THE STRUCTURE THE ROOF IS OPEN. THERE ARE WARPED AND BROKEN BEAMS AND DETIORATED WOOD AND IS UNSAFE. THERE IS ALSO EXTERIOR DAMAGE ON STRUCTURE.	Jacob Leos	10/19/23	
GENERAL		10/19/23 WILL RETURN CASE TO FILE FOR FURTHER LEGAL ACTION TO M.G.	Jacob Leos	10/19/23	
GENERAL		10/12/23 mailed violation notice for Substandard to Kenneth Wayne Banks at 2516 Chanute Dr.	Jacob Leos	10/12/23	
GENERAL		10/11/23 Code Enforcement Officer Leos inspected property. Observed substandard structure. Roof is deteriorating and majority of roof is open and missing. Some siding is missing from house and some windows are boarded up. No Active water account on property. Will send notice of violation to owner Kenneth Wayne Banks at mailing address 2516 Chanute Drive in Big Spring TX.	Jacob Leos	10/11/23	
CORRECTIVE ACTION		THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE. THE ROOF NEEDS TO BE REPAIRED OR STRUCTURE DEMOLISHED.	Jacob Leos	10/11/23	

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On October, 11th, 2023 and October, 17th, 2023, I inspected the property described as:

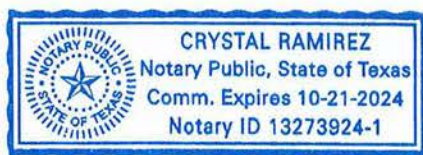
E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015
BLK/TRACT 2 0.163 ACRES Big Spring, Howard County, Texas, also known as
710 E 17TH, Big Spring, Texas.

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

SIGNED on the 21 day of November, 2023.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-4



10/11/2023 8:31



10/11/2023 8:32



10/11/2023 8:32



10/11/2023 8:32









10/17/2023 13:51



10/17/2023 13:52

































10/17/2023 13:56



10/17/2023 13:56





STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

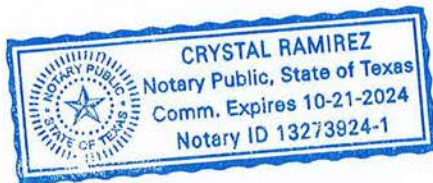
“The document in **Exhibit B-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit B-5** is also attached.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.



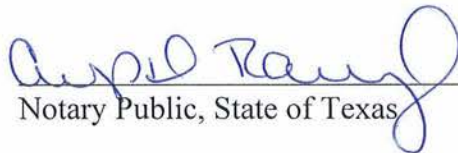

Notary Public, State of Texas

Exhibit B-5



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

NOTICE OF VIOLATION

23-00000208

10/11/23

BANKS KENNETH WAYNE
2516 CHANUTE DR
BIG SPRING, TX 79720

Subject Property: 710 E 17TH , big spring, tx 79720
APN: 281375

Dear BANKS KENNETH WAYNE

DEADLINE FOR COMPLIANCE
IS SEVEN (7) DAYS
FROM DATE OF MAILING

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.	THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE. THE ROOF NEEDS TO BE REPAIRED OR STRUCTURE DEMOLISHED.
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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 432.264.2502 or by email at jleos@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,


Jacob Leos
Code Enforcement Officer



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

November 16th, 2023

Kenneth Wayne Banks
2516 Chanute Dr
Big Spring, Texas 79720

Rory Bradford Heaton
PO Box 3264
Big Spring, Texas 79721

Re: 710 E 17TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ
01082015 BLK/TRACT 2 0.163 ACRES, Howard County**

Big Spring Code Compliance has determined that at the following structure(s): **Structure to the west of main structure (adjoining)**, 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 building had fire damage to the that has not been repaired. The roof is open to the elements causing rotting within the structure. The foundation is cracked and caving in. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good	The roof appears to admit rain and has signs of deterioration. Foundation is not stable. Building has no roof and signs of fire damage. Unsafe condition.

repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

Secure and vacate the structure to the west of the main structure (adjoining) until the violation(s) are resolved, and:

Demolish and Remove the structure to the west of the main structure.
Do not affect the main structure.

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, November 28, 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.

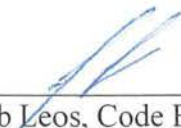
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

Sincerely,



Jacob Leos, Code Enforcement Officer
City of Big Spring, Texas

9589 0710 5270 0422 7437 04

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
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Certified Mail Fee \$	Postmark Here 710E 17H Final
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Kenneth Banks	
Street and Apt. No. or PO Box No. 25166 Honuile	
City, State, ZIP+4® Bia Springs TX 79120	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7436 98

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 710E 17H Final
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Bory Hatten	
Street and Apt. No. or PO Box No. PO Box 3264	
City, State, ZIP+4® Bia Springs TX 79121	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

STATE OF TEXAS

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COUNTY OF HOWARD

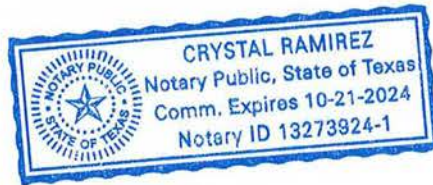
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing was posted on the property on November 14, 2023, by Code Official F.Rodriguez attached as **Exhibit B-6** is the photo of the posting, **photograph** was not taken until November 21, 2023 but the notice of public hearing was posted on or near the front door of each dwelling unit listed in the attached notice on November 14, 2023.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.



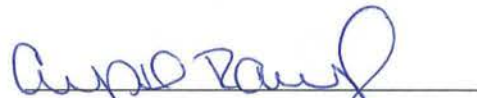

Notary Public, State of Texas

Exhibit B-6



November 21, 2023 9:40 AM



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 NOVEMBER 28TH, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4th ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

826 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES-OWNER: RAMON MAGANA-RODRIGUEZ

710 E 17TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 0.163 ACRES-OWNER: KENNETH WAYNE BANKS

903 E 14TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 0.161 ACRES-OWNER: JUANA A. MENDOZA

4207 OAK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # 051 ACQ 02282022 BLK/TRACT 3 0.149 ACRES –OWNER: RAUL MARQUEZ

1007 W 6TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017 –OWNER: JAMES PINEDA, DEBBIE PINEDA, JOSE PINEDA & DIANA BABCOCK

1011 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213 –OWNER: SERVANDO GUTIERREZ

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

903 E 14TH

Code Enforcement Official: Shannon Fant

Exhibit C-1

STATE OF TEXAS

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COUNTY OF HOWARD

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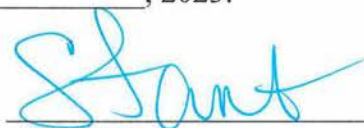
**AFFIDAVIT OF SHANNON FANT
CONCERNING 903 E 14TH**

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

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

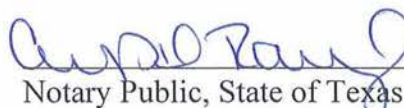
“I am a Code Enforcement Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **903 E 14TH**, 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 21 day of November, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023 by the above referenced Affiant.


Notary Public, State of Texas

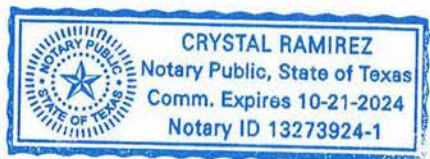


Exhibit C-2

Property Details

Account		
Property ID:	279128	Geographic ID: B2880033400
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	903 E 14TH	
Map ID:		Mapsco:
Legal Description:	LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	GOLD	
Owner ?		
Owner ID:	20809	
Name:	MENDOZA JUANA	
Agent:		
Mailing Address:	901 N GREGG BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$62,626 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,375 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
903 E 14TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

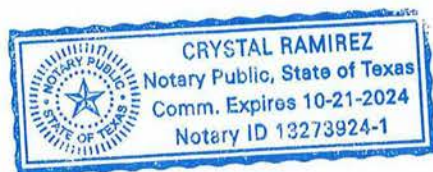
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023

by the above referenced Affiant.




Notary Public, State of Texas

Exhibit C-3



CASE NOTES

Page 1 of 1

Report Run On: Friday, 20 October
2023 12:30

Case # 23-00000182

Parcel # : 279128

Site Address: 903 E 14TH

Case Description: SS
ROOF COLLAPSING, STRUCTURE BOWING INWARD

Note Type	Note Code	Text	Created By	Begin Date	End Date
CORRECTIVE ACTION		THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS. THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED/REMOVED. DEADLINE FOR COMPLIANCE SEVEN (70 DAYS FROM DATE OF MAILING 10.12.23	Shannon Fant	10/11/23	
GENERAL		PICTURES 9.25.23	Shannon Fant	09/25/23	
CORRECTIVE ACTION		THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS. THE STRUCTURE NEEDS TI BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED/ REMOVED DEADLINE FOR COMPLIANCE SEVEN (7) DAYS FROM DATE OF MAILING 9.26.23	Shannon Fant	09/25/23	

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT**

“With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On September 25th, 2023 and October, 20th, 2023, I inspected the property described as:

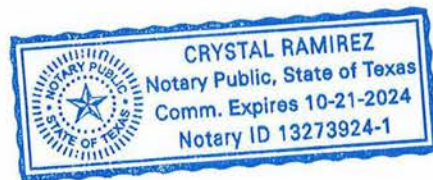
LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT
31 0.161 ACRES Big Spring, Howard County, Texas, also known as **903 E
14TH**, Big Spring, Texas.

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

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit C-4

Network Sep 25, 2023 10:32:08 AM CDT

Local Sep 25, 2023 10:32:08 AM CDT

32°14'37.959"N 101°27'43.369"W

902 East 14th Street

Big Spring

Howard County

Texas



Network: Sep 25, 2023 10:32:11 AM CDT
Local: Sep 25, 2023 10:32:12 AM CDT
32°14'38.006"N -101°27'43.429"W
902 East 14th Street
Big Spring
Howard County
Texas



Network: Oct 20, 2023 10:21:24 AM CDT
Local: Oct 20, 2023 10:21:24 AM CDT
32°14'38.145"N -101°27'43.658"W

1407 Young Street
Big Spring
Howard County
Texas



Network: Oct 20, 2023 10:21:27 AM CDT
Local: Oct 20, 2023 10:21:27 AM CDT
32°14'38.173"N -101°27'43.562"W
1407 Young Street
Big Spring
Howard County
Texas



Network: Oct 20, 2023 10:21:29 AM CDT
Local: Oct 20, 2023 10:21:29 AM CDT
32°14'38.211"N -101°27'43.532"W
1407 Young Street
Big Spring
Howard County
Texas



STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY SHANNON FANT**

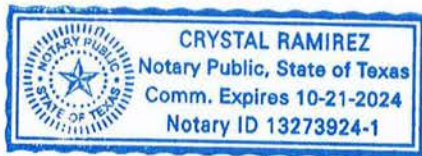
“The document in **Exhibit C-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

Certified Mail Return for **Exhibit C-5** is also attached.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.



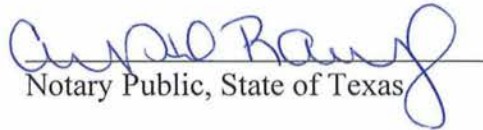

Notary Public, State of Texas

Exhibit C-5



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

NOTICE OF VIOLATION

23-00000182

9.26.23

MENDOZA JUANA
901 N GREGG
BIG SPRING, TX 79720

Subject Property: 903 E 14TH , BIG SPRING, TX
APN: 279128

Dear MENDOZA JUANA

This is a notice regarding the subject address where code violations persist.

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

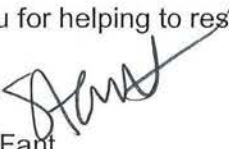
Municipal Code	Description	Corrective Action
----------------	-------------	-------------------

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 432.264.2508 or by email at sfant@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Fant', written over the word 'Sincerely,'.

Shannon Fant
Code



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

November 16th, 2023

Juana Mendoza
901 N Gregg
Big Spring, Texas 79720

Boyce Lee Horton
4202 Old Colorado Hwy
Big Spring, Texas 79720

Re: 903 E 14TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ
042010 BLK/TRACT 31 0.161 ACRES, Howard County**

Big Spring Code Compliance has determined that at the following structure(s): **Accessory 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 building is collapsing in on itself. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without	The roof appears to admit rain and has signs of deterioration. Unsafe condition.

proper anchorage and is capable of supporting all nominal loads and resisting all load effects.	
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

Demolish and Remove the accessory structure

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

Issued by

<u>Shannon Fant</u>	<u>Code Enforcement Official</u>
<i>Name</i>	<i>Title</i>
<u>+1 (432) 264-2508</u>	<u>sfant@mybigspring.com</u>
<i>Phone</i>	<i>E-mail</i>

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY

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

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

This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you and/or the owner(s) an invoice for the City's costs plus a civil penalty, typically 25% of the amount of the costs. In the event you and/or the owner(s) do not pay the invoice promptly, the

City of Big Spring will assess a lien against the property to secure payment for services rendered and the civil penalty. You have the right to appeal the costs, lien, and civil penalty to the District Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, November 28, 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,



Shannon Fant, Code Enforcement Official
City of Big Spring, Texas

9589 0710 5270 0422 7441 52

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$ _____	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$ _____	
☐ Return Receipt (electronic) \$ _____	
☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent To <i>Juanita Mendez</i>	
Street and Apt. No., or PO Box No. <i>403 E 14th</i>	
City, State, ZIP+4® <i>Final</i>	
<i>Big Spring TX 79720</i>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7441 45

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☐ Certified Mail Restricted Delivery \$ _____	
☐ Adult Signature Required \$ _____	
☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent To <i>Bob Lee Hatten</i>	
Street and Apt. No., or PO Box No. <i>1202 Colorado City Hwy</i>	
City, State, ZIP+4® <i>Big Spring TX 79720</i>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

STATE OF TEXAS

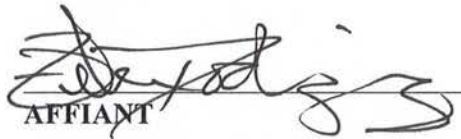
COUNTY OF HOWARD

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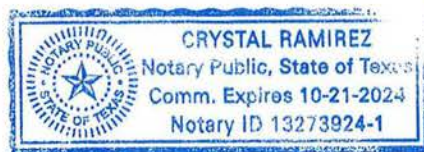
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing was posted on the property on November 14, 2023, by Code Official F.Rodriguez attached as **Exhibit C-6** is the photo of the posting, **photograph** was not taken until November 21, 2023 but the notice of public hearing was posted on or near the front door of each dwelling unit listed in the attached notice on November 14, 2023.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.



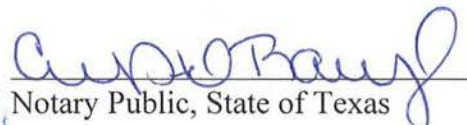

Notary Public, State of Texas

Exhibit C-6





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 NOVEMBER 28TH, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

826 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES-OWNER: RAMON MAGANA-RODRIGUEZ

710 E 17TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 0.163 ACRES-OWNER: KENNETH WAYNE BANKS

903 E 14TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 0.161 ACRES-OWNER: JUANA A. MENDOZA

4207 OAK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # 051 ACQ 02282022 BLK/TRACT 3 0.149 ACRES –OWNER: RAUL MARQUEZ

1007 W 6TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017 –OWNER: JAMES PINEDA, DEBBIE PINEDA, JOSE PINEDA & DIANA BABCOCK

1011 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213 –OWNER: SERVANDO GUTIERREZ

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

4207 OAK

Code Compliance Official: Ashley Guerra

Exhibit D-1

STATE OF TEXAS

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COUNTY OF HOWARD

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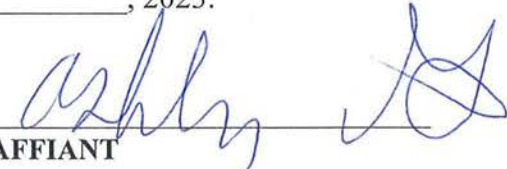
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 4207 OAK**

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

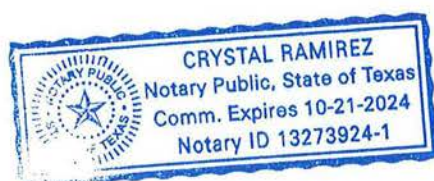
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **4207 OAK**, 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 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023 by the above referenced Affiant.




Notary Public, State of Texas

Exhibit D-2

Property Details

Account		
Property ID:	283345	Geographic ID: B4440002200
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	4207 OAK	
Map ID:		Mapsco:
Legal Description:	LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # 051 ACQ 02282022 BLK/TRACT 3 0.149 ACRES	
Abstract/Subdivision:		
Neighborhood:	WRGT	
Owner 		
Owner ID:	414086	
Name:	MARQUEZ RAUL	
Agent:		
Mailing Address:	403 S BELL ST BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$708 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$2,200 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$2,908 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$2,908 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$2,908
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.

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
4207 OAK CASE NOTES**

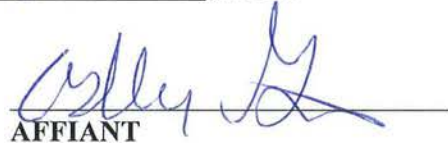
“This record, attached as **Exhibit D-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

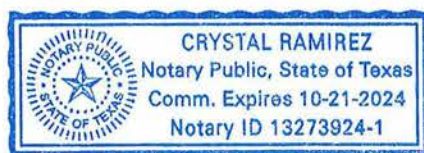
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023

by the above referenced Affiant.




Notary Public, State of Texas

Exhibit D-3



CASE NOTES

Report Run On: Wednesday, 25
October 2023 13:59

Case # 23-00000196

Parcel # : 283345

Site Address: 4207 OAK

Case Description: SS

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		went back out for re inspection on 10-24-23 no progress has been made sent to legal on 10-25-23	Ashley Guerra	10/25/23	
CORRECTIVE ACTION		on 10-2-23 drove by due to a complaint noticed a substandard building on the property needs to be demo and removed DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM THE DATE OF MAILING	Ashley Guerra	10/06/23	
SITE VISIT		on 10-2-23 went by on complaint noticed a substandard trailer	Ashley Guerra	10/06/23	
GENERAL		sent out notice of violation on 10-6-23	Ashley Guerra	10/06/23	
GENERAL		PHOTOS TAKEN ON 10-2-23	Ashley Guerra	10/02/23	

STATE OF TEXAS

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COUNTY OF HOWARD

**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 October 2nd, 2023 and October 24th, 2023, I inspected the property described as:

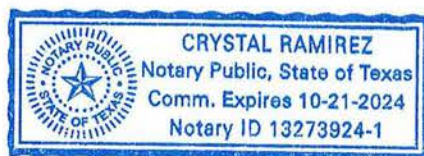
LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # ACQ 02282022
BLK/TRACT 3 0.149 ACRES Big Spring, Howard County, Texas, also known as
4207 OAK, Big Spring, Texas.

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

SIGNED on the 21 day of November, 2023.

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-4







October 24, 2023 11:09 AM



October 24, 2023 11:06 AM



October 24, 2023 11:06 AM

STATE OF TEXAS

COUNTY OF HOWARD

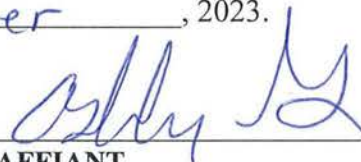
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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

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

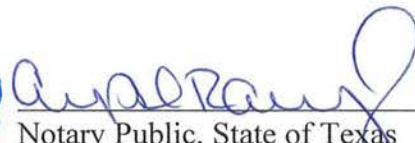
Certified Mail Return for **Exhibit D-5** is also attached.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.




Notary Public, State of Texas



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

10-5-23

23-00000196

MARQUEZ RAUL
403 S BELL ST
BIG SPRING, TX 79720

Subject Property: 4207 OAK , BIG SPRING, TX 00000
APN: 283345

Dear MARQUEZ RAUL

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.	on 10-2-23 drove by due to a complaint noticed a substandard building on the property needs to be demo and removed DEADLINE FOR COMPLIANCE IS 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

A handwritten signature in red ink, appearing to read "Ashley Guerra", is written over the printed name and title.



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

November 16th, 2023

Raul Marquez
4207 Oak
Big Spring, Texas 79720

Raul Marquez
803 S Bell St
Big Spring, Texas 79720

Re: 4207 OAK, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # ACQ
02282022 BLK/TRACT 3 0.149 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 already caved in on one side. It is open to the elements. Side walls are giving out. Structure is clearly not in stable condition. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without	The structure is caved in completely on one side. There is no roof on one side of the structure allowing it to be open to the elements. Unsafe condition.

proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight. The roof on half of the structure is completely missing and open to the elements.

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, November 28, 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.

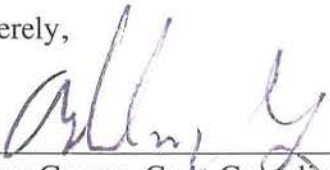
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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



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

9589 0710 5270 0422 7437 35

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Extra Services & Fees (check box, add fee as appropriate)	
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☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	4207 Oak Final
☐ Adult Signature Restricted Delivery \$	
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Total Postage and Fees \$	
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Exhibit D-5

STATE OF TEXAS

COUNTY OF HOWARD

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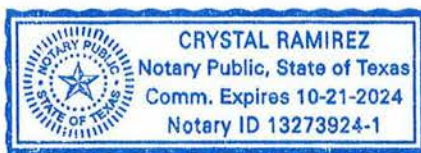
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing was posted on the property on November 14, 2023, by Code Official F.Rodriguez attached as **Exhibit D-6** is the photo of the posting, **photograph** was not taken until November 21, 2023 but the notice of public hearing was posted on or near the front door of each dwelling unit listed in the attached notice on November 14, 2023.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit D-6





November 21, 2023 9:42 AM

Page 168 of 291



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 NOVEMBER 28TH, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4th ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

826 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES-OWNER: RAMON MAGANA-RODRIGUEZ

710 E 17TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 0.163 ACRES-OWNER: KENNETH WAYNE BANKS

903 E 14TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 0.161 ACRES-OWNER: JUANA A. MENDOZA

4207 OAK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # 051 ACQ 02282022 BLK/TRACT 3 0.149 ACRES –OWNER: RAUL MARQUEZ

1007 W 6TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017 –OWNER: JAMES PINEDA, DEBBIE PINEDA, JOSE PINEDA & DIANA BABCOCK

1011 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213 –OWNER: SERVANDO GUTIERREZ

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

1007 W 6TH

Code Compliance Official: Ashley Guerra

Exhibit F-1

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1007 W 6TH**

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

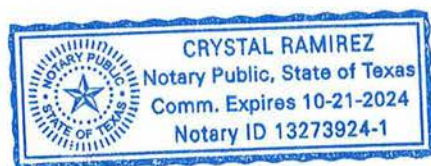
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1007 W 6TH**, 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 21 day of November, 2023.

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023 by the above referenced Affiant.



[Signature]
Notary Public, State of Texas

Exhibit F-2

Property Details

Account		
Property ID:	282194	Geographic ID: B4020009000
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	1007 W 6TH	
Map ID:		Mapsco:
Legal Description:	LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017	
Abstract/Subdivision:		
Neighborhood:	LKVW	
Owner 		
Owner ID:	415216	
Name:	PINEDA JAMES PINEDA DEBBIE AND BABCOCK DIANA AND PINEDA JOSE	
Agent:		
Mailing Address:	1007 W 6TH BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$32,195 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$5,500 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$37,695 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$37,695 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$37,695
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.

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1007 W 6TH CASE NOTES

“This record, attached as **Exhibit F-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.

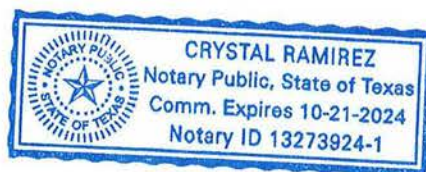
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 21 day of November, 2023.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit F-3



CASE NOTES

Page 1 of 1

Report Run On: Thursday, 26 October
2023 08:59

Case # 23-00000199

Parcel #: 282194

Site Address: 1007 W 6TH

Case Description: there is an attachment on the east end of the house that is substandard standard

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		went back for a reinspect on 10-25-23 and no progress has been made and there has been no contact with the owner.	Ashley Guerra	10/26/23	
GENERAL		sent to legal on 10-26-23	Ashley Guerra	10/26/23	
CORRECTIVE ACTION		drove by and noticed a substandard building/carport needs to be demo or brought up to code DEADLINE FOR COMPLIANCE SEVEN (7) DAYS FROM THE DATE OF MAILING	Ashley Guerra	10/09/23	
GENERAL		NOTICE OF VIOLATION WAS SENT OUT 10-9-23	Ashley Guerra	10/09/23	
GENERAL		Photos taken 10-4-2023	Malissa Garcia	10/04/23	

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

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

LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES
ACQ 03102017 Big Spring, Howard County, Texas, also known as **1007 W 6TH**,
Big Spring, Texas.

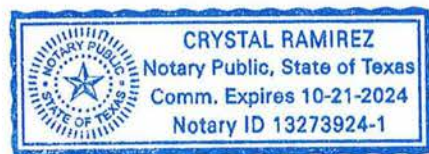
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

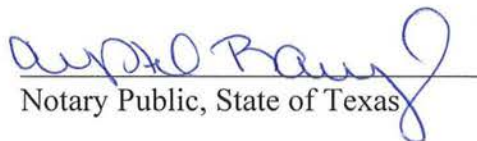
SIGNED on the 21 day of November, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit F-4



October 4, 2023 11:47 AM



October 1, 2023 11:45 AM



October 4, 2023 11:48 AM



October 4, 2023 11:48 AM



October 4, 2023 11:48 AM



October 4, 2023 11:48 AM



October 4, 2023 11:48 AM



October 4, 2023 11:41 AM



October 25, 2023 2:45 PM





October 25, 2023 2:45 PM



October 25, 2012 4:45 PM

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

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

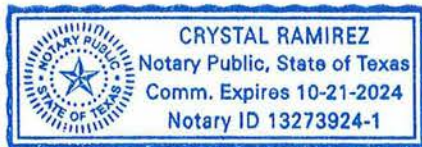
Certified Mail Return for **Exhibit F-5** is also attached.

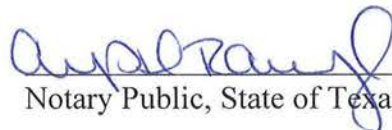
SIGNED on the 21 day of November, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit F-5



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

10-9-23
23-00000199

PINEDA JAMES PINEDA DEBBIE AND BABCOCK DIANA AND PINEDA JOSE
1007 W 6TH
BIG SPRING, TX 79720

Subject Property: 1007 W 6TH , BIG SPRING, TX 00000
APN: 282194

Dear PINEDA JAMES PINEDA DEBBIE AND BABCOCK DIANA AND PINEDA JOSE

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
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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.	drove by and noticed a substandard building/carport needs to be demo or brought up to code 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,

A handwritten signature in black ink, appearing to read 'Ashley Guerra', written in a cursive style.

Ashley Guerra
Code



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

November 16th, 2023

James Pineda, Debbie Pineda, Jose Pineda & Diana Babcock
1007 W 6th
Big Spring, Texas 79720

Debora Pineda
1611 Cardinal St
Big Spring, Texas 79720

Diana Babcock
1003 Nolan
Big Spring, Texas 79720

Re: 1007 W 6TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY
50X140 800 0.402 ACRES ACQ 03102017, Howard County**

Big Spring Code Compliance has determined that at the following structure(s): **Carport Only (attached to the 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 is missing pieces of the roof. The beams for the support of the roof are rotted. The structure is open to the elements missing an entire side section. 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	The roof appears to admit rain and has signs of deterioration. The entire structure is rotted. The roof is missing pieces as well as the

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.	structure missing an entire side leaving it open to the elements. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

Secure and vacate the carport that is attached to the main structure until the violation(s) are resolved, and:

Demolish and Remove the carport that is attached to the main structure. Do not affect the main structure.

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, November 28, 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.

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,


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

9589 0710 5270 0422 7437 42

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1007 W 6th Final
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To \$	
Street and Apt. No., or PO Box No. 1007 W 6th	
City, State, ZIP+4® Big Spring TX 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7437 80

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1007 W 6th Final
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To \$	
Street and Apt. No., or PO Box No. 1007 W 6th	
City, State, ZIP+4® Big Spring TX 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7437 73

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1007 W 6th Final
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To \$	
Street and Apt. No., or PO Box No. 100 S Nolan	
City, State, ZIP+4® Big Spring TX	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

STATE OF TEXAS

COUNTY OF HOWARD

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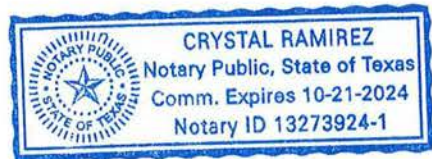
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing was posted on the property on November 14, 2023, by Code Official F.Rodriguez attached as **Exhibit F-6** is the photo of the posting, **photograph** was not taken until November 21, 2023 but the notice of public hearing was posted on or near the front door of each dwelling unit listed in the attached notice on November 14, 2023.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit F-6





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 NOVEMBER 28TH, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

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710 E 17TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 0.163 ACRES-OWNER: KENNETH WAYNE BANKS

903 E 14TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 0.161 ACRES-OWNER: JUANA A. MENDOZA

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1007 W 6TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017 –OWNER: JAMES PINEDA, DEBBIE PINEDA, JOSE PINEDA & DIANA BABCOCK

1011 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213 –OWNER: SERVANDO GUTIERREZ

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

1011 W 7TH

Code Compliance Official: Ashley Guerra

Exhibit E-1

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1011 W 7TH**

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

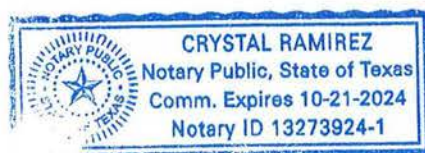
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1011 W 7TH**, 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 21 day of November, 2023.

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit E-2

Property Details

Account		
Property ID:	282200	Geographic ID: B4020009900
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	1011 W 7TH	
Map ID:		Mapsco:
Legal Description:	LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213	
Abstract/Subdivision:		
Neighborhood:	LKVW	
Owner 		
Owner ID:	439529	
Name:	GUTIERREZ SERVANDO	
Agent:		
Mailing Address:	2300 GRACE BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$2,880 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,400 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$7,280 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$7,280 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$7,280
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.

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1011 W 7TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

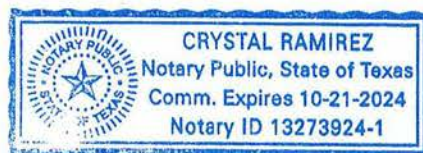
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023

by the above referenced Affiant.



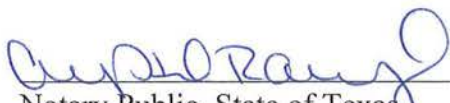

Notary Public, State of Texas

Exhibit E-3



CASE NOTES

Page 1 of 1

Report Run On: Thursday, 02
November 2023 13:55

Case # 23-00000198

Parcel # : 282200

Site Address: 1011 W 7TH

Case Description: substandard structure

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		owner pulled demo permit on 10-31-23	Ashley Guerra	11/02/23	
SITE VISIT		went back for re inspection on 10-25-23 . owner stopped by he has cut the yard and notified us he would be in for a demo permit . to remove ss building from property . owner information Servando Gutierrez dob- 10-29-84 home owner address 2300 grace st big spring tx 79720	Ashley Guerra	10/25/23	
CORRECTIVE ACTION		ON 10-4-23 DROVE BY AND NOTICED A SUBSTANDARD STRUCTURE , HOLES IN ROOF ,REPAIR OR DEMO HOUSE NEEDS TO BE SECURE /DEMO OR BROUGHT UP TO CODE . DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM DATE OF MAILING	Ashley Guerra	10/09/23	
GENERAL		SENT OUT NOTICE OF VIOLATION ON 10-9- 23	Ashley Guerra	10/09/23	
SITE VISIT		ON 10-4-23 WENT BY NOTICED A SS CLASS ONE	Ashley Guerra	10/04/23	
GENERAL		took photos 10-4-2023	Malissa Garcia	10/04/23	

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

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

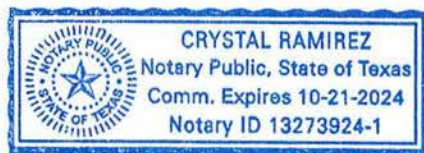
LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES
ACQ 100213 Big Spring, Howard County, Texas, also known as **1011 W 7TH**,
Big Spring, Texas.

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

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.



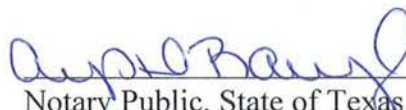

Notary Public, State of Texas

Exhibit E-4



October 4, 2023 10:52 AM



October 4, 2023 10:54 AM



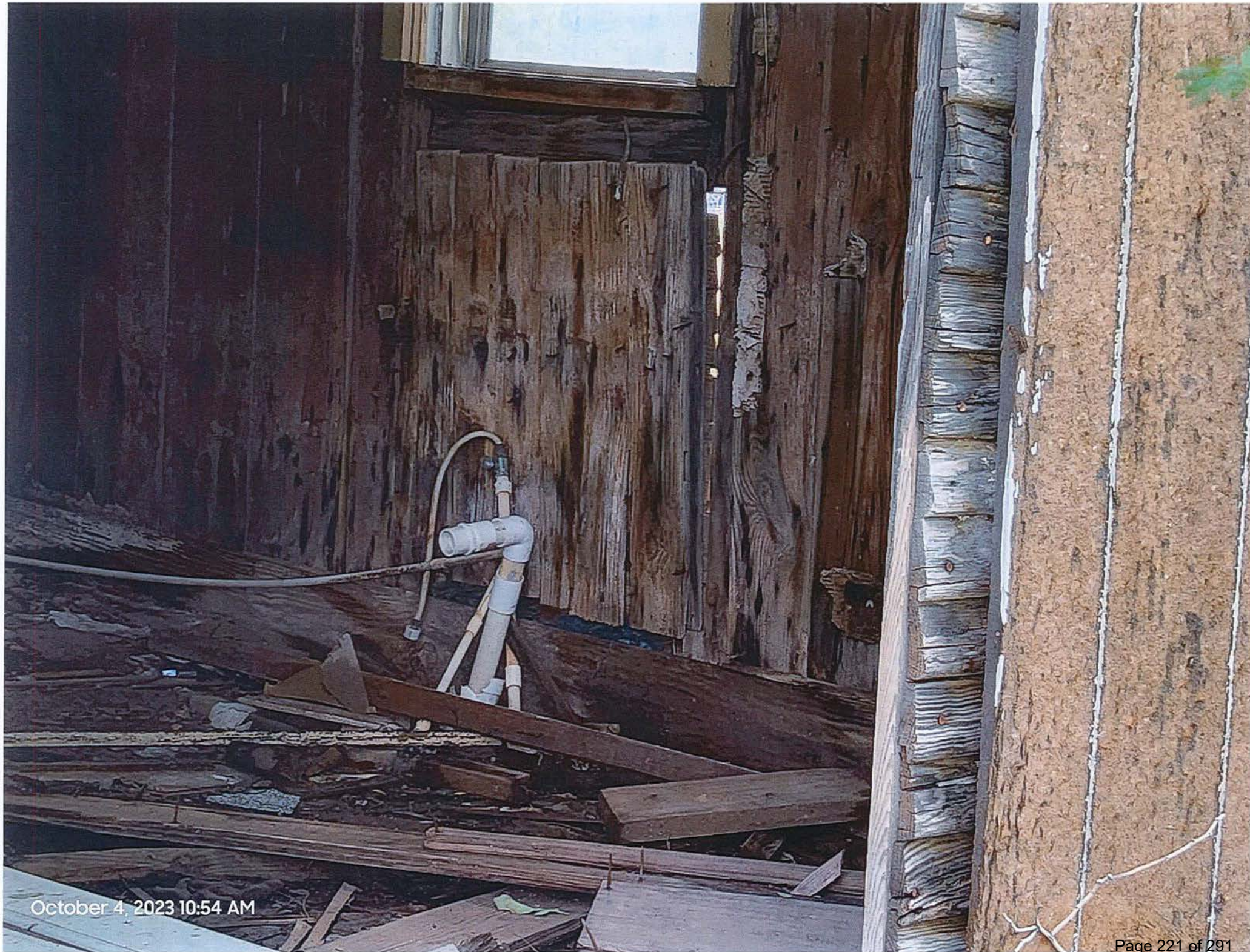
October 4, 2023 10:53 AM



October 4, 2023 10:53 AM



October 4, 2023 10:54 AM



October 4, 2023 10:54 AM



October 4, 2023 10:54 AM



October 4, 2023 10:53 AM



October 4, 2023 10:53 AM



October 4, 2023 10:54 AM



October 4, 2023 10:54 AM



October 4, 2023 10:52 AM





5, 2023 3:03 PM

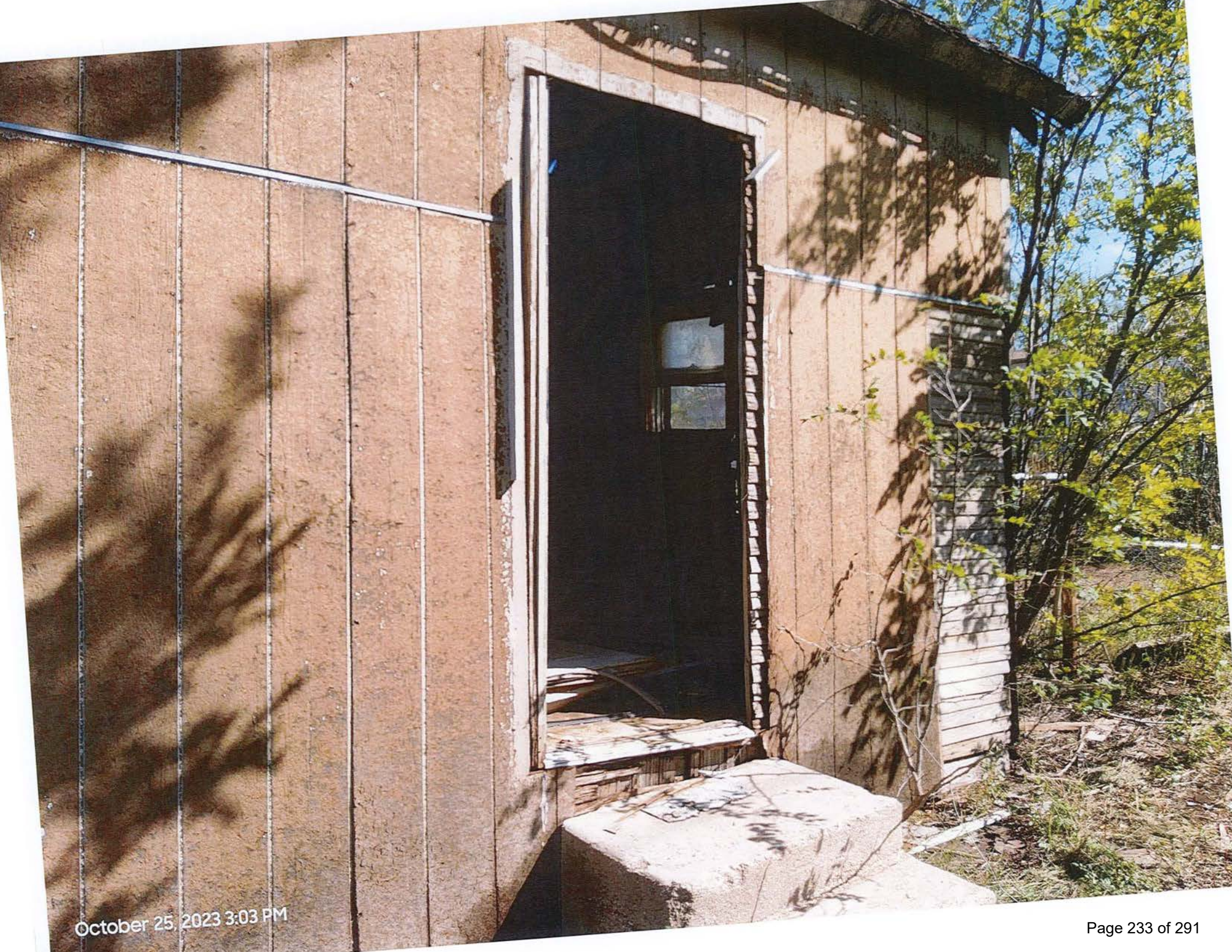


October 25, 2023 3:04 PM





October 25, 2023 3:03 PM



October 25, 2023 3:03 PM



October 25, 2015 1:15 PM

STATE OF TEXAS

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COUNTY OF HOWARD

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

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

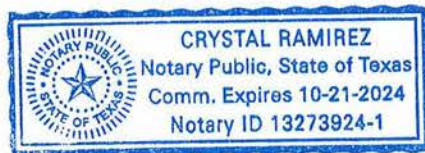
Certified Mail Return for **Exhibit E-5** is also attached.

SIGNED on the 21 day of November, 2023.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit E-5



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

10-9-23

23-00000198

GUTIERREZ SERVANDO
2300 GRACE
BIG SPRING, TX 79720

Subject Property: 1011 W 7TH , BIG SPRING, TX 00000
APN: 282200

Dear GUTIERREZ SERVANDO

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.	ON 10-4-23 DROVE BY AND NOTICED A SUBSTANDARD STRUCTURE , HOLES IN ROOF ,REPAIR OR DEMO HOUSE NEEDS TO BE SECURE /DEMO OR BROUGHT UP TO CODE . DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM 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,

A handwritten signature in purple ink, appearing to read 'Ashley Guerra', with a stylized flourish at the end.

Ashley Guerra
Code



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

November 16th, 2023

Servando Gutierrez
1011 W 7th
Big Spring, Texas 79720

Servando Gutierrez
2300 Grace
Big Spring, Texas 79720

Re: 1011 W 7TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90
833 0.207 ACRES ACQ 100213, Howard County**

Big Spring Code Compliance has determined that at the following structure(s): **Main structure attached to the 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 is open to the elements due to broken windows and no door. The roof and interior is rotted and showing signs of dilapidation. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without	The roof appears to admit rain and has signs of deterioration. Unsafe condition.

proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

Demolish and Remove the main structure.

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, November 28, 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.

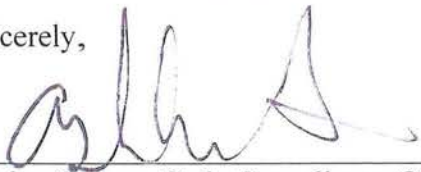
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

Sincerely,

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

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

9589 0710 5270 0422 7437 59

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	10/11 W 7th Final
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7437 66

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	10/11 W 7th Final
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

STATE OF TEXAS

COUNTY OF HOWARD

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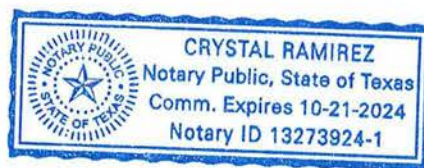
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing was posted on the property on November 14, 2023, by Code Official F.Rodriguez attached as **Exhibit E-6** is the photo of the posting, **photograph** was not taken until November 21, 2023 but the notice of public hearing was posted on or near the front door of each dwelling unit listed in the attached notice on November 14, 2023.

SIGNED on the 21 day of November, 2023.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 21 day of November, 2023
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit E-6



November 21, 2023 9:46 AM



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 NOVEMBER 28TH, 2023, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

826 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 4 CEDAR CREST IRR 914 ACQ 091213 0.153 ACRES-OWNER: RAMON MAGANA-RODRIGUEZ

710 E 17TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/2 OF LTS 17-18 BK 2 GORDON 71.5X100 1032 ACQ 01082015 BLK/TRACT 2 0.163 ACRES-OWNER: KENNETH WAYNE BANKS

903 E 14TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 31 COLE & STRAYHORN 50X140 428 ACQ 042010 BLK/TRACT 31 0.161 ACRES-OWNER: JUANA A. MENDOZA

4207 OAK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 3 MESA 50X130 MH 10X46 NO LABEL # 051 ACQ 02282022 BLK/TRACT 3 0.149 ACRES –OWNER: RAUL MARQUEZ

1007 W 6TH ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 & W/2 OF LT 5 BK 12 JONES VALLEY 50X140 800 0.402 ACRES ACQ 03102017 –OWNER: JAMES PINEDA, DEBBIE PINEDA, JOSE PINEDA & DIANA BABCOCK

1011 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213 –OWNER: SERVANDO GUTIERREZ

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

Exhibit E-7

Ashley

CITY OF BIG SPRING
DEMOLITION PROJECTS PERMIT
432-264-2504

THIS FORM WAS PRINTED ON: 11/01/2023

PERMIT #: 2300001675

DATE ISSUED: 10/31/2023
EXPIRATION DATE: 4/30/2024

PROJECT ADDRESS: 1011 W 7TH ST
SUBDIVISION: JONES VALLEY

LOT #: LESS S/50 OF LTS 1-2
BLK #: 13
ZONE ORD:

OWNER NAME: SERVANDO GUTIERREZ
ADDRESS: 1011 W 7TH ST
CITY: BIG SPRING
STATE: TX
ZIP: 79720-2116
PHONE:

CONTRACTOR: SERVANDO GUTIERREZ
ADDRESS: 1011 W 7TH ST
CITY: BIG SPRING
ST: TX
ZIP: 79720-2116
PHONE:

ENGINEER:
DESIGNER:
PROP. USE
WORK: DEMOLITION PROJECTS

SQ FT 0.00
OCCP TYPE:
CNST TYPE:
WORK CLASS:

TYPE	CONTRACTOR	VALUATION	FEES	Pay	BALANCE DUE
CONSTRUCTION	SERVANDO GUTIERREZ	15.00 \$ 50.00	-	50.00	\$ 0.00
TOTAL		\$ 50.00	-	50.00	\$ 0.00

NOTES:

NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) _____ PHONE # _____

_____/_____/_____
DATE

(APPROVED BY)

_____/_____/_____
DATE

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, November 14, 2023, with the following members present in person:

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

Same and constituting a quorum, for which four Councilmembers must be present; and the following staff in person;

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	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

Thadius McAlister 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

Recognition of Keep Big Spring Beautiful, Named the 2023 Friend of Conservation by the Texas State Soil & Water Conservation Board and the Association of Texas Soil and Water Conservation Districts.

Council Member McDonald recognized Keep Big Spring Beautiful board members for receiving the 2023 Friend of Conservation award by the Texas State Soil & Water Conservation Board.

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 5 - Nov. 15th
- Festival of Lights - Dec. 3rd - Dec. 25th
- Planning & Zoning Board Needs Members - Dists. 4, 5 & 6
- Update - Hydrant Replacements

Todd Darden, City Manager, congratulated Keep Big Spring Beautiful for receiving the award and reported on the above captioned items as follows; Large Item pickup for District 5 will be on November 15th; Festival of Lights will begin on December 3rd through December 25th; Planning & Zoning Board still needs a few members on their board; Fire hydrants project has completed about 18 hydrants and are still a working on the rest; Also City offices will be closed for the Thanksgiving holidays on Thursday, November 23rd and Friday, November 24th.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of October 24, 2023.

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of September 25, 2023 and of the Two Special Meetings of October 2, 2023

Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Utility Fund for the Water Office Department for the Purpose of Replacing the Front Door for ADA Compliance; Providing for Severability; Providing for Publication; and Providing an Effective Date

Final Reading of a Resolution Casting Vote(s) to Elect Directors for the Howard Central Appraisal District for the Years 2024 and 2025; and Directing the City Secretary to Submit the Official Ballot to the Chief Appraiser of the Howard Central Appraisal District Before December 15, 2023

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

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

NAYS: None

MOTION PASSED

Vouchers

Vouchers for 10/26/23 \$ 237,635.68
Drafts \$ 418,642.60

Vouchers for 11/02/23 \$ 416,251.40
Vouchers for 11/09/23 \$ 833,557.59
Drafts \$ 1,683,011.03

Council Member McDonald reviewed all of the above captioned vouchers.

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

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

NAYS: None

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for Paving an Airport Access Road at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute Any Necessary Documents

MOTION WAS MADE BY Council Member Tompkins to award the above captioned bid to Permian Paving in the amount of \$48,450.00, seconded by

Council Member McDonald.

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

MOTION PASSED

New Business

First Reading of an Ordinance Amending Chapter 2 of the Big Spring City Code Entitled "Administration," Article VII "Boards and Commissions," Division 10 "Convention and Visitors Bureau Board" Section 2-315 by Amending Subsection (e) to Activate the Convention and Visitors Bureau Board; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date

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

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

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas, for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by a Reallocation of Funds Within the Airpark Fund Budget for the Purpose of the Construction of a Road, Utilizing the Ramp Funds; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

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

MOTION PASSED

Consideration and Possible Action of an Engineering Services Agreement with Jacob Martin for the Design and Construction Services Associated with the Hangar 25 Door Replacement Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

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

MOTION PASSED

Consideration and Possible Action Regarding an Election Services Contract with the Howard County Elections Administrator and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

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

MOTION PASSED

Discussion Concerning Ordinances Related to Boarding up Broken Windows.
Council Member Yanez reported that she has received several calls regarding boarding up windows in the downtown area and would like to have an update from the staff.
Shane Bowles, Public Works Director, said that 36 letters were sent out regarding broken windows and need to be followed up on. Mayor Moore asked for the staff to review this item and bring an updated report back to the council.

Boards and Committees

Consideration and Possible Action on the Below Listed Board Member as Follows:

MOTION WAS MADE BY Mayor Moore to appoint Lee Harris, Michelle Sanchez and Jay Patel to the Convention & Visitors Bureau Board, seconded by Council Member McDonald.

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

MOTION PASSED

Convention & Visitors Bureau Board (CVB)

Lee Harris - Appointment - Dist. One

Michelle Sanchez - Appointment - Dist. Two

Jay Patel - Appointment - Dist. Four

Council Input

Input

Council Member Hughes announced that Crossroads Housing will be giving out Thanksgiving meal packs on Saturday morning at Credit World followed by a car show.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:03 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, October 17, 2023, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, October 17, 2023, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on October 10, 2023, to Board of Directors, the news media, and duly posted on October 10, 2023, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, October 17, 2023, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Welcome New Board Member, Joel De La Garza, Action on Minutes of the September 25, 2023, Regular Meeting, October 2, 2023, 8:30am Special Meeting, October 2, 2023 3:00pm Special Meeting, Consideration/Action to Approve September Investment Report and Financials, Election of Officers, Appointment of Committee Chairs by President, Directors Report, Board Comment, and Adjourn".

Directors Present:

Mr. Raul Benavides- President
Mr. Cody Williams- Vice President
Ms. Anna Scott - Secretary/Treasurer
Mr. Joel De La Garza

Directors Absent:

Mr. Kevin Armstrong

Staff Present:

Mr. Mark Willis,
Ms. Teresa Morris

Guests that signed in: Tonya Adkins

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Mr. Benavides called the meeting to order at 5:15 p.m. Mr. Benavides led the invocation and pledge.

ACTION ITEM #2- Public Comment:

None

ACTION ITEM #3- Welcome New Board Member:

Mr. Benavides officially welcomed Mr. Joel De La Garza to the Board.

AGENDA ITEM #4- Action on Minutes of the September 25, 2023, Regular Meeting, October 2, 2023, 8:30am Special Meeting, October 2, 2023 3:00pm Special Meeting:

Mr. Benavides presented the Minutes. The motion to accept the Minutes was made by Ms. Scott seconded by Mr. Williams. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Consideration/Action to Approve September Investment Report and Financials

Ms. Scott presented the investment report and financials and made a motion to approve seconded by Mr. De La Garza. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #6- Election of Officers:

Mr. Benavides made a nomination to elect Ms. Scott as President, Mr. Williams as Vice President, and Mr. De La Garza as Secretary/Treasurer. Mr. Williams made a motion to elect Ms. Scott as President, Mr. Williams as Vice President, and Mr. De La Garza as Secretary/Treasurer, seconded by Ms. Scott. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM # 7- Appointment of Committee Chairs by President:

Ms. Scott asked for volunteers for each committee: Mr. Benavides volunteered for Industry Attraction and Recruitment, Mr. Armstrong was volunteered for Industry Retention and Expansion and Mr. Williams volunteered for Workforce Development

ACTION ITEM #8- Directors Report:

Projects: The EDC is continuing to work on the Cross Ell contract. Staff are now hopeful of completion in November. The 381 Agreement with the County and Abatement with Howard College for a +\$100 million data center project has been approved by both boards and moving forward. Another 381 Agreement and college abatement package for a +\$100 million battery storage project will be brought forward to the County Commissioner Court Tuesday October 10th, that will mirror the data center package. College approval date is targeted for November 13th. The former Ramada Inn/Prison and Chick-Fil-A projects are proceeding. The survey and other details associated with EDC pending real estate transactions are moving forward and should be ready for Board and City Council approval shortly. The EDC is expecting data associated with potential projects at the Airpark that will be analyzed for potential incentive consideration. EDC staff is attempting to work with a local company being displaced to locate a suitable new location in the city or in the County.

Meetings: EDC Director attended the County leadership monthly meeting in September. The EDC Director participated in 2 City staff meetings. The EDC Director participated in one City Council meeting. The EDC Director attended one County Commissioner's workshops and one regular meeting. The EDC Director and Associate Director attended the Texas Economic Development Council annual meeting October 11 - 13. The next Board meeting is scheduled for November 21st.

AGENDA ITEM #9-Board Comments:

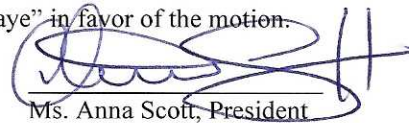
The Board officially welcomed Mr. De La Garza to the board.

AGENDA ITEM #10- Adjourn:

Mr. Benavides made a motion to adjourn, seconded by Mr. Williams

The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

The meeting adjourned at 5:29 pm on October 17, 2023.



Ms. Anna Scott, President

ATTEST:



Mr. Joel De La Garza, Secretary/Treasurer



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
May 15, 2023**

The McMahon-Wrinkle Aviation Advisory Board met in Special Session at 5:30 p.m., on Monday, May 15, 2023 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Mike Feeley called the meeting to order at 5:30 p.m. with the following members in attendance:

Adriel Saldivar Russ Rutledge Joey Harrison
Steven Boatenhamer Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera Tami Davis Nick Ornelas

Absent: None

Item # 1

Call to Order

Mike Feeley called the meeting to order at 5:30 p.m.

Item # 2

There were no minutes to review and approve at this meeting.

Item # 3

Introduction of the Airport Director, Mike Feeley

Item # 4

Introduction of board members

Item # 5

Tami Davis administered the Oath of Office to new board members.

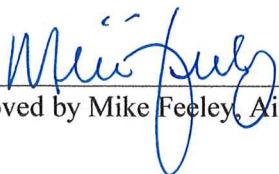
Item # 6

Mike Feeley discussed the state mandated annual training to all board members.

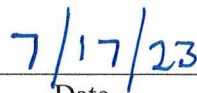
Item # 7

Next Meeting Date is June 15, 2023

Adjournment: 7:00 P.M.



Approved by Mike Feeley, Airport Director



Date



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
July 20, 2023**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, July 20, 2023 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Mike Feeley called the meeting to order at 5:30 p.m. with the following members in attendance:

Adriel Saldivar Russ Rutledge
Steven Boatenhamer Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera Mark Willis

Absent: Joey Harrison

Item # 1

Call to Order

Steven Boatenhamer called the meeting to order at 5:30 p.m.

A.

Review and approve minutes from May 15, 2023 meeting.

Motion to approve made by Steven Boatenhamer, seconded by Russ Rutledge with all members voting "aye" for acceptance of the minutes as written.

B.

Election of Chair/Vice Chair

Jonathon Ray made a motion to select Steven Boatenhamer as chairman, seconded by Russ Rutledge. The board selected Russ Rutledge as vice chairman, seconded by Jonathon Ray.

Item # 2

Public Comment

No public comments.

Item # 3

Announcements, Presentations and Public Hearings

Master Plan Project Presentation given by Jvation

Item # 4

Airport Director's Update

Mike updated the board on the previous projects that have been recently completed. They include the covered parking outside the terminal, the rotating beacon and the airfield regulator. All of these projects were under the TxDot RAMP grant in which the city will only pay half the cost for each project.

Item # 5

Next Meeting Date is October 19, 2023

Adjournment: 7:00 P.M.

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

Approved by Steven Boatenhamer, Chairman

21 SEP 23

Date



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
September 21, 2023**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, September 21, 2023 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Mike Feeley called the meeting to order at 5:30 p.m. with the following members in attendance:

Adriel Saldivar Russ Rutledge

Steven Boatenhamer Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera Mark Willis

Absent: Joey Harrison

Item # 1

Call to Order

Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2

Review and approve minutes from July 20, 2023 meeting.

Motion to approve made by Jonathan Ray seconded by Russ Rutledge with all members voting “aye” for acceptance of the minutes as written.

Item # 3

Airport Director’s Report

Mike updated the board on the status of the master planning project and said there hasn’t been any major changes at this time. The project is being conducted by Jvation. Mike then discussed all of the leasing opportunities on Airpark in recent weeks. The lease for ABS has been completed for the south side of the “Alert Hangar”. ABS will also be leasing the north side once the current tenant has vacated. They were given notice to vacate by November 1st. That tenant will be moving to our “North Hangar” located next to the terminal. ABS has also shown interest in Building 75 located on the southeast side of the tarmac and is awaiting a lease to be completed by the city attorney’s office. There has also been several projects interested in Building 10-B but no lease has been done as of yet.

Item # 5

Next Meeting Date is October 19, 2023

Adjournment: 6:00 P.M.

After adjourning the meeting the Aviation Advisory Board members participated in a familiarization tour to better understand and familiarize Airpark.



Approved by Steven Boatenhamer, Chairman

19 OCT 23

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 2 OF THE BIG SPRING CITY CODE ENTITLED “ADMINISTRATION,” ARTICLE VII “BOARDS AND COMMISSIONS,” DIVISION 10 “CONVENTION AND VISITORS BUREAU BOARD” SECTION 2-315 BY AMENDING SUBSECTION (e) TO ACTIVATE THE CONVENTION AND VISITORS BUREAU BOARD; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. The Big Spring City Code, Chapter 2 entitled “Administration,” Article VII entitled “Boards and Commissions,” Division 4 entitled “Convention and Visitors Bureau Board” Section 2-315, is hereby amended in part as follows:

Sec 2-315. – Convention and visitors bureau board.

. . .

(d) Notwithstanding this section, the convention and visitors bureau board shall be ~~inactive~~ active until December 1, 2024, when it shall become inactive.

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

SECTION 2. 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 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. This Ordinance is ordered to be codified.

SECTION 6. This Ordinance shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

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 **14th** day of **November, 2023** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **28th** day of **November, 2023** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY A REALLOCATION OF FUNDS WITHIN THE AIRPARK FUND BUDGET FOR THE PURPOSE OF THE CONSTRUCTION OF A ROAD, UTILIZING THE RAMP FUNDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council adopted the annual 2023-24 budget for the City of Big Spring, Texas on September 26, 2023 (“Budget”); and

WHEREAS the City Manager and the Finance Director recommend that the City Council reallocate funds within the Airpark Fund and amend the Budget previously approved;

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 will reallocate funds in the amount of \$60,000.00 from account 410-021-610-5318-000 Routine Air Maintenance Program (RAMP) to account 410-021-610-6218-000 Paved Streets, Alleys, Curbs and Gutters, for the purpose of construction a road.

SECTION 2. The remaining portions of Ordinance Number 049-2023 shall remain in full force and effect.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 14th day of November, 2023 with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 28th day of November, 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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE PAY SCHEDULE FOR CLASSIFIED POSITIONS WITHIN THE POLICE DEPARTMENT FOR THE FISCAL YEAR 2023-24; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Police Department pay plan for the fiscal year 2023-24;

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

SECTION 1. The pay schedule for the Police Department as shown in Exhibit “A”, which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay schedule for the classified positions within the Police Department of the City of Big Spring for fiscal year 2023-24. In the event the City Council does not take action to amend the pay schedule in the years following 2024, the pay plan provided shall remain in effect for subsequent years.

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

SECTION 3. 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 4. This ordinance shall be in force and effect beginning January 1, 2024.

SECTION 5. 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 **28th** day of **November, 2023** with all members of the Council present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 12th day of November, 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

Exhibit A

City of Big Spring Police Department Pay Plan FY 23-24

Rank	Grade & Step	Old Pay Rate	New Pay Rate	Bi-weekly	HCP
Non-Cert Police Officer	P0-01	22.641	22.641	\$ 1,811.28	
Police Officer	P1-01	25.117	26.875	\$ 2,150.00	\$ -
Corporal	P2-01	27.047	28.805	\$ 2,304.40	\$ 1.930
Corporal 1 st Class	P3-01	29.128	30.847	\$ 2,467.76	\$ 2.042
Senior Corporal	P4-01	30.601	32.391	\$ 2,591.28	\$ 1.544
Sergeant	P5-01	32.151	34.016	\$ 2,721.28	\$ 1.625
Sergeant 1 st Class	P6-01	34.976	36.550	\$ 2,924.00	\$ 2.534
Master Sergeant	P7-01	36.747	38.401	\$ 3,072.08	\$ 1.851
Lieutenant	P8-01	38.604	40.321	\$ 3,225.68	\$ 1.920
Senior Lieutenant	P9-01	42.534	43.810	\$ 3,504.80	\$ 3.489

Narcotics Officers

Includes authorized personnel only, specifically:		Pay Rate	Bi-weekly
(1) Master Sergeant	P7-01	38.401	\$ 3,072.08
(1) Corporal	P2-01	28.805	\$ 2,304.40
(1) Corporal - 1 st Class	P3-01	30.847	\$ 2,467.76
(1) Senior Corporal	P4-01	32.391	\$ 2,591.28

Additional Assignment Pay

Night Shift Differential	5% Hourly Increase from 6:00 pm to 6:00 am
Instructor	5% Hourly Increase when teaching
Field Training (FTO)	5% Hourly Increase when field training new officer

Monthly Incentive Pay

Education Monthly Pay

Associates	\$ 100.00
Bachelors	\$ 200.00



MEMORANDUM

Date: November 22, 2023
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From: [Shane Bowles, Public Works Director](#)
Re: **West Texas Gas Term Lease**

The City of Big Spring is requesting to enter into an agreement with West Texas Gas for a term lease for oil and gas right of way activity. This will be a gas line that borders around the Northern part of the land where the sports complex is located along Leatherwood Road. This will bring additional revenue to the city, and we are asking for the City Manager to have authority to finalize and execute the documents.



MEMORANDUM

Date: November 22, 2023
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: John Medina, Assistant City Manager
Re: Vector Fleet Contract Renewal

In 2013, the City of Big Spring accepted proposals from companies to provide fleet repair services. The proposal from Vector Fleet was accepted and approved by the City Council. The original term of the Contract was from December 1, 2013, to November 30, 2016, for thirty-six (36) months. Thereafter the contract has been extended annually to provide fleet services as long as the services are mutually beneficial.

Last year Vector agreed to a zero sum increase to their 2023 contract. The City and Vector Fleet now desire to extend the current contract for an additional year, ending on November 30, 2024, with an annual target cost rate of \$907,744.15. This is a 3% increase as compared to the contract modifier rate of CPI-Transportation for State of Texas, currently at 3.2%. The non-target labor rate will increase to \$49.84 per hour.

Staff recommendation is to approve the contract extension through November 30, 2024, applying a 3% increase. This action will extend the agreement with Vector Fleet Management to continue to provide the City with fleet maintenance and repair services.



November 16, 2023

Mr. John Medina
City of Big Spring
310 Nolan Street
Big Spring, TX 79720

**RE: Fleet and Equipment Maintenance and Management Services, Amendment #8 (FY 2023-2024)
for Annual Pricing Adjustment and Contract Extension.**

Dear Mr. Medina:

Please find attached Contract Amendment #8 (FY 2023-2024) for the Annual Rate Adjustment and Contract Extension.

For the upcoming contract year, we propose the following pricing adjustments:

- We will be adjusting the Annual Target Cost rate at the 3% max rate cap, per contract Amendment #4.
- Non-Target labor rate of \$49.84 for all Normal and Emergency directed hours.

If you have any questions, please contact me at 561-339-6877. We look forward to continuing our valued relationship in support of the City of Big Spring Fleet Management and Maintenance.

Sincerely,

Aubrey Felton
Executive Vice President

cc: Alice Moran
Steve Benedict
Craig Moran

Amendment Eight to the Agreement for Fleet Management and Maintenance between

**The City of Big Spring, Texas
And
Vector Fleet Management, LLC**

This amendment is made the 1st day of December, 2023 by and between the City of Big Spring, Texas (“the City”) and Vector Fleet Management, LLC (“the Contractor”).

Whereas, the original term of the Contract having been from December 1, 2013 to November 30, 2016 for thirty-six (36) months; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2016 to November 30, 2017; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2017 to November 30, 2018; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2018 to November 30, 2019; and

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2019 to November 30, 2020;

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2020 to November 30, 2021;

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2021 to November 30, 2022;

Whereas, the parties mutually agreed to amend the original agreement for the period of December 1, 2022 to November 30, 2023;

NOW, THEREFORE, in consideration of the mutual benefits conferred, the parties, acting by and through their duly appointed and authorized representatives, agree to the following amendments to the Fleet Management and Maintenance Agreement.

1. The City and the Contractor now desire to extend the Current Contract for an additional One (1) Year Period, ending on November 30, 2024 with an annual target cost rate of \$907,744 (Nine hundred seven thousand, seven hundred and forty-four dollars). This is a 3% increase as compared to contract modifier rate of CPI-Transportation for State of Texas, currently at 1.5%. The Non-Target labor rate will increase to \$49.84 per hour.

WITNESS:



Alice Hicks

CONTRACTOR:



11/16/23

Aubrey Felton
Executive Vice President

CITY:

Date _____

Todd Darden
City Manager

Exhibit I
Annual Rate Detail

Category	Dec 2022-Nov 2023	Dec 2023-Nov 2024
Labor Cost	\$455,528.70	\$469,194.56
Parts and Supplies	\$262,812.57	\$270,696.95
Overhead	\$73,676.82	\$75,887.12
Subtotal Cost Target	\$792,018.09	\$815,778.63
Administrative Costs	\$38,439.39	\$39,592.57
Management Fee	\$50,847.52	\$52,372.95
Total Annual Price	\$881,305.00	\$907,744.15
Labor Rate: Non-Target/Directed Work	\$48.39	\$49.84
Mark Up on Non-Target Parts and Outside Repair	10%	10%

Exhibit II

Industry Consumer Price Indexes

Consumer Price Index Tracker



	2022		2023									
	November	December	January	February	March	April	May	June	July	August	September	October
Overall CPI-U	7.1%	6.5%	6.4%	6.0%	5.0%	4.9%	4.0%	3.0%	3.2%	3.7%	3.7%	3.2%
Motor Vehicle Parts & Equipment	11.6%	9.9%	8.3%	6.1%	6.4%	5.8%	4.2%	3.6%	2.9%	2.0%	-0.3%	-1.0%
Tires	10.3%	8.7%	6.2%	4.3%	4.3%	3.8%	3.3%	2.9%	2.8%	1.7%	-0.6%	-0.6%
Vehicle Parts other Than Tires	11.8%	8.8%	10.6%	7.2%	8.6%	8.7%	4.6%	4.9%	2.6%	2.0%	0.1%	-1.3%
Vehicle Accessories other Than Tires	13.7%	11.8%	12.1%	9.4%	10.3%	9.6%	5.8%	4.8%	2.7%	2.2%	0.2%	-1.7%
Motor Oil, Coolant, and Fluids	19.6%	19.1%	13.6%	12.1%	14.2%	13.1%	10.5%	4.2%	1.3%	2.4%	-0.3%	-5.0%
Motor Vehicle Repair & Maintenance	11.7%	13.0%	14.2%	12.5%	13.3%	13.3%	13.5%	12.7%	12.7%	12.0%	10.2%	9.6%
CPI-W (Labor)	7.1%	6.3%	6.3%	5.8%	4.5%	4.6%	3.6%	2.3%	2.6%	3.4%	3.6%	3.1%
CPI-U - Less Food & Energy	6.0%	5.7%	5.6%	5.5%	5.6%	5.5%	5.3%	4.8%	4.7%	4.3%	4.1%	4.0%
Motor Vehicle Body Work	12.4%	10.1%	9.9%	9.2%	9.0%	8.8%	7.2%	5.5%	5.4%	7.1%	5.9%	3.7%
Motor Fuel	10.8%	-0.9%	1.9%	-1.7%	-17.3%	-12.4%	-20.0%	-26.7%	-20.2%	-3.7%	2.7%	-5.6%



MEMORANDUM

Date: November 22, 2023
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Re: Lead and Copper

On August 4, 2022, EPA revised their guidelines to develop and maintain a service line inventory. The city has been waiting for clarifications regarding this unfunded mandate, and we now have a better understanding of what is required. The overall goal is for every city to have a database of every service connection that they serve water to. Every connection must be reported by pictures and documentation of what materials are on the owners' side (The City) and the customers' side of the water meter. Discussing how to approach this internally, it is our recommendation to contract with Jacob Martin to assist with bid services to hire a contractor to come in and complete the inventory all at once. City staff will be bringing back an official quote and budget amendment once we have finalized scope and received proposals.

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 **Lead Service Line Inventory**.

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 CITY, 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.

The Term of this Agreement shall commence on the later date of execution by both parties, and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to this Section XIII.

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 term. 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 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, in perpetuity, 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 performance 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 hold harmless CITY and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against, any and all damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including, and without limitation to the generality of the foregoing, reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing any insurance providers, and any costs arising from or in connection to injury or death of any person or damage to any property (collectively, "Losses"), any claim of a third party arising out of or occurring in connection with ENGINEER's performance, negligence, willful misconduct, or breach of this Agreement.

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 and at its sole discretion, 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, as amended, 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

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the defaulting party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or volcanism; or (c) war or invasion (collectively, "Force Majeure Event"). The party suffering a Force Majeure Event shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay, ensure the effects of such Force Majeure Event are minimized, and execute the performance of this Agreement.

XVI. Notices

ENGINEER's address for notice under this Agreement is as follows:

Kirt Harle, P.E., Vice President
Jacob Martin
3465 Curry Lane
Abilene, TX 79606

CITY'S address for notice under this Agreement is as follows:

Todd Darden, City Manager

City of Big Spring
310 Nolan St.
Big Spring, TX 79720

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail, or overnight delivery, to the address stated in this Agreement, or by hand-delivery to the person named in this paragraph representing the respective party.

XVII. Non appropriations

In the event no funds are appropriated for this Agreement, the City of Big Spring has and retains the right in any given fiscal year to terminate this contract without penalties of any sort. Nothing in this Agreement shall be interpreted as a waiver of this right.

~~XVII~~.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.

~~XVIII~~.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.

~~XIX~~.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.

~~XX~~.XXI. Modifications

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

~~XXI~~.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.

~~XXII.~~XXIII. Assignment

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

~~XXIII.~~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.

~~XXIV.~~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.

~~XXV.~~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.

~~XXVI.~~XXVII. Integrated Agreement

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

~~XXVII.~~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.

~~XXVIII-XXIX.~~ Additional Representations and Covenants

- (a) In this section XXIX, “officer” means each City of Big Spring elected official, direct appointee of City Council, and direct appointee of the City Manager.
- (b) Each Party to this Agreement acknowledges that it has the power and authority to enter into this Agreement and that all documents executed and delivered pursuant to this Agreement are valid, binding, and enforceable upon such Party. Each Party further acknowledges that there are no outstanding parties nor any additional signatories required for the execution of this Agreement.
- (c) ENGINEER covenants that it will file a “conflicts of interest questionnaire” (“questionnaire”) (available from Texas Ethics Commission web site) with CITY if the ENGINEER has a business relationship with the CITY and: (1) has an employment or other business relationship with an officer or an officer’s family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (2) has given an officer or an officer’s family member one or more gifts totaling more than \$100 in the preceding twelve months; or (3) has a family relationship with an officer.
- (d) ENGINEER (1) represents to CITY that it does not boycott Israel, and (2) covenants that it will not boycott Israel during the term of the contract.
- (e) ENGINEER represents to CITY that it is not a company on a list prepared and maintained by the Texas Comptroller and that does business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.
- (f) ENGINEER (1) represents to CITY that it does not boycott energy companies, and (2) covenants that it will not boycott energy companies during the term of the Agreement.
- (g) ENGINEER (1) represents to CITY that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) covenants that it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.)

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 Harle, P.E., Senior Principal

Date: _____

Attest:

Will Dugger, Senior Principal

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

The EPA published the Lead and Copper Rule Revisions (LCRR) in the Federal Register on January 15, 2021. The initial milestone in the LCRR is that all public water utilities must submit a lead service line inventory to each state's environmental regulatory agency (TCEQ for the state of Texas) by October 16, 2024. Jacob & Martin, LLC. (Engineer) will provide the following project-related engineering services to the City of Big Spring (City) for this project:

1. Prepare request for proposals (RFP) for procurement of contractor to provided services to inventory the water service lines in the distribution system for determination of services lines that are composed of lead materials.
2. Assist the City with the procurement process, the evaluation of the proposals, and the selection of contractor to perform the water service line inventory.
3. Coordinate with the contractor responsible for the water service line inventory and answer any questions they may have during the inventory process.
4. Assist the City's GIS staff in developing in-house application(s) to inventory the water service lines.
5. Assist the City in performing a "Historical Records Review" as required by the EPA and TCEQ to develop a lead service line inventory as part of the LCRR.
6. Assist the City with preparation of the TCEQ's required form-20943 for submittal of the lead service line inventory.

Compensation Payment Schedule

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

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 B).

Expanded Scope

If the City decides to expand the scope of the project following completion of the design phase the Engineer and City shall execute an amendment to this agreement which defines the expanded scope and associated additional Engineer's design fee for the expanded scope.

"EXHIBIT A"



CITY OF BIG SPRING
Lead Service Line Inventory



OPINION OF PROBABLE COST

NOVEMBER 21, 2023

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
------	-------------	----------	------	------------	-------

CONSTRUCTION COSTS

1	Mobilization, Bonding and Insurance (5%)	1	LS	\$15,937.50	\$15,938
2	Lead Service Line Inventory	8,500	EA	\$ 32.50	\$276,250
3	GPS for Meter Locations	8,500	EA	\$ 5.00	\$42,500
TOTAL CONSTRUCTION COSTS:					\$334,688

NONCONSTRUCTION COSTS

Engineering	\$15,000
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PROJECT TOTAL	\$349,688
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NOTES:

The Opinion of Probable Cost (OPC) is only an opinion and is supplied only for the guidance of the client. The OPC represents Jacob|Martin's best judgement as design professionals. The OPC is based on recent experience and adjusted to accommodate factors known to the design professional at the time the OPC is prepared. Jacob|Martin has no control over the cost of labor and material, competitive bidding, or market conditions. Jacob|Martin does not guarantee the accuracy of the OPC as compared to actual bids or costs.

Tami L. Davis

From: Jeanie Knocke <jeanie.knocke@icloud.com>
Sent: Tuesday, November 21, 2023 10:55 AM
To: Tami L. Davis
Subject: Resignation

Good morning,

Please let this email serve as my resignation from the Zoning Board of Adjustments effective immediately. Thank you,

Jeanie Knocke

Sent from my iPhone