



CITY COUNCIL REGULAR AGENDA

Tuesday, January 9, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, January 9, 2024, 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. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 107 NE 3RD,
BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3
BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO LABEL #
0094 BLK/TRACT 112 0.161 ACRES – OWNER: IDA
DURON SANCHEZ | 6-37 | Hagen |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 109 NE 3RD,
BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2
BK 112 ORIGINAL TOWN 50X140 0093 ACQ 041207
BLK/TRACT 112 0.161 ACRES – OWNER: MARIA L
SANCHEZ DE GONZALEZ | 38-71 | Hagen |
| 7. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1104
SYCAMORE, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: LT 11 BK 4 HIGHLAND PARK 50X125 1205
BLK/TRACT 32 1N 0.143 ACRES ACQ 09062019 – OWNER:
CARLOS MUNOZ | 72-
104 | Hagen |
| 8. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1609 YOUNG,
BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/54'
OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ 072104
BLK/TRACT 2 0.133 ACRES – OWNER: ERNESTO AND
MARY ESTHER ZUBIATE | 105-
141 | Hagen |

City Manager's Report

- | | | |
|---|-------------|--------|
| 9. City Manager's report on the following items: <ul style="list-style-type: none">• Update - Large Item Pickup, District 6• Large Item Pickup, District 1 - January 16, 2024• City Holidays - Martin Luther King Day - January 15th• E-Waste Recycling Day - Saturday, January 13th | 142-
143 | Darden |
| 10. Report on the Administrative Hearings Held on January 4th,
2024, Concerning Abatement of Premises Nuisance
Violations | 144-
161 | Hagen |

Consent Items

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| 11. Approval of the City Council Minutes of the Two Regular Meetings of December 12, 2023. | 162-169 | Davis |
| 12. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes of a Regular Meeting of October 19, 2023. | 170-171 | Feeley |

Vouchers

- | | | |
|---------------------------|-----------------|----------|
| 13. Vouchers for 12/07/23 | \$ 506,464.61 | M. Smith |
| Vouchers for 12/15/23 | \$ 804,868.77 | |
| Vouchers for 12/21/23 | \$ 374,980.37 | |
| Drafts | \$ 1,614,636.96 | |
| 14. Vouchers for 01/05/24 | \$ 493,194.62 | Ornelas |

Bids

- | | | |
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| 15. Consideration and Possible Action on Awarding a Bid for the Runnels Street Water Line Replacements Project Funded through the Texas Department of Agriculture (TDA-CDV21-0164) and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 172-175 | Bowles |
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New Business

- | | | |
|---|---------|--------|
| 16. Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney | | Hagen |
| 17. Consideration and Possible Action to Accept the Following Donations: | | |
| a. Broughton Foundation to the Russ McEwen Aquatic Center | 176 | Lewis |
| b. Oxy Petroleum Corporation to the Big Spring Fire Department | 177 | Holt |
| 18. 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 Increasing the Airpark Fund Budget for the Purpose of the Airpark Department to Assume the Responsibilities of a Full-Service and a Self-Serve Aircraft Fueling Operation; Providing for Severability; Providing for Publication; and Providing an Effective Date | 178-193 | Feeley |

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|--|---------|--------|
| 19. Consideration and Possible Action on a Right-of-Way License Agreement with Oneok West Texas NGL Pipeline, L.L.C. and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 194-215 | Bowles |
|--|---------|--------|

Council Input

- | | |
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| 20. Input | Moore |
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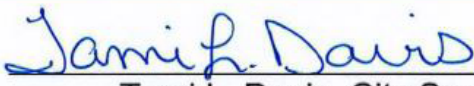
Executive Session

- | | |
|--|-------|
| 21. Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meeting Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations | Moore |
| 22. Reconvene into Open Session and Take Any Necessary Action on Executive Session Item | Moore |
| 23. Adjourn | Moore |

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, January 5, 2024 at 4:45 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.

107 NE 3RD

Code Enforcement Official: Shannon Fant

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF SHANNON FANT
CONCERNING 107 NE 3RD**

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 **107 NE 3RD**, 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 3 day of January, 2024.

Shannon Fant

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024 by the above referenced Affiant.

Crystal Ramirez
Notary Public, State of Texas

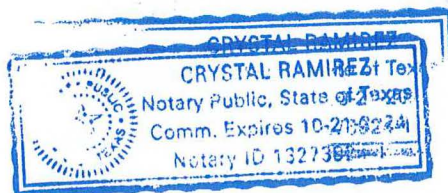


Exhibit A-2

Property Details

Account

Property ID: 285351 Geographic ID: B4830090500

Type: Real Zoning:

Property Use: Condo:

Location

Situs Address: 107 NE 3RD

Map ID: Mapsco:

Legal Description: LT 3 BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO LABEL # 0094
BLK/TRACT 112 0.161 ACRES

Abstract/Subdivision:

Neighborhood: TENN

Owner ⓘ

Owner ID: 20793

Name: SANCHEZ IDA DURON

Agent:

Mailing Address: 107 NE 3RD
BIG SPRING , TX 79720

% Ownership: 100.0%

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

Property Values

Improvement Homesite Value: \$465 (+)

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

Land Homesite Value: \$1,980 (+)

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

Agricultural Market Valuation: \$0 (+)

Market Value:	\$2,445 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$2,445 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$2,445
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: SANCHEZ IDA DURON **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$2,445	\$0	\$0.00	
02B	CITY OF BIG SPRING	0.636039	\$2,445	\$0	\$0.00	
03B	BIG SPRING ISD	0.763200	\$2,445	\$0	\$0.00	\$0.00
052	HOWARD COLLEGE	0.154789	\$2,445	\$0	\$0.00	
ZZZ	CREDIT	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$0.00

Estimated Taxes Without Exemptions: \$43.09

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
107 NE 3RD 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.

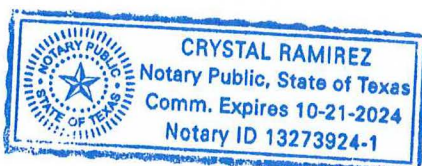
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 3 day of January, 2024.

S. Sant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 27
December 2023 15:23

Case # 23-00000099

Parcel # : 285351

Site Address: 107 NE 3RD

Case Description: DILAPIDATED HOME/ WEEDS TALLER THAN HOME / LARGE TREE IN FRONT OF HOME....

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		12.27.23 REINSPECTED THE PROPERTY AND FOUND THE PROPERTY NONCOMPLIANT, TOOK PICS WILL PROCEED.	Shannon Fant	12/27/23	
CORRECTIVE ACTION		12.14.23 INSPECTED THE PROPERTY. FOUND THAT THERE WAS A STRUCTURE MISSING WALLS WINDOWS AND SO FORTH. 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 IS SEVEN DAYS FROM DATE OF MAILING. 12.15.23	Shannon Fant	12/14/23	
PHOTOS		12-13-2023 took photos of property	Malissa Garcia	12/13/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On December, 13th, 2023 and December, 27th, 2023, I inspected the property described as:

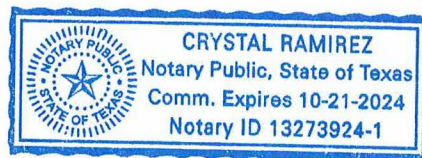
LT 3 BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO LABEL # 0094
BLK/TRACT 112 0.161 ACRES Big Spring, Howard County, Texas, also known
as **107 NE 3RD**, Big Spring, Texas.

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

SIGNED on the 3 day of January, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.

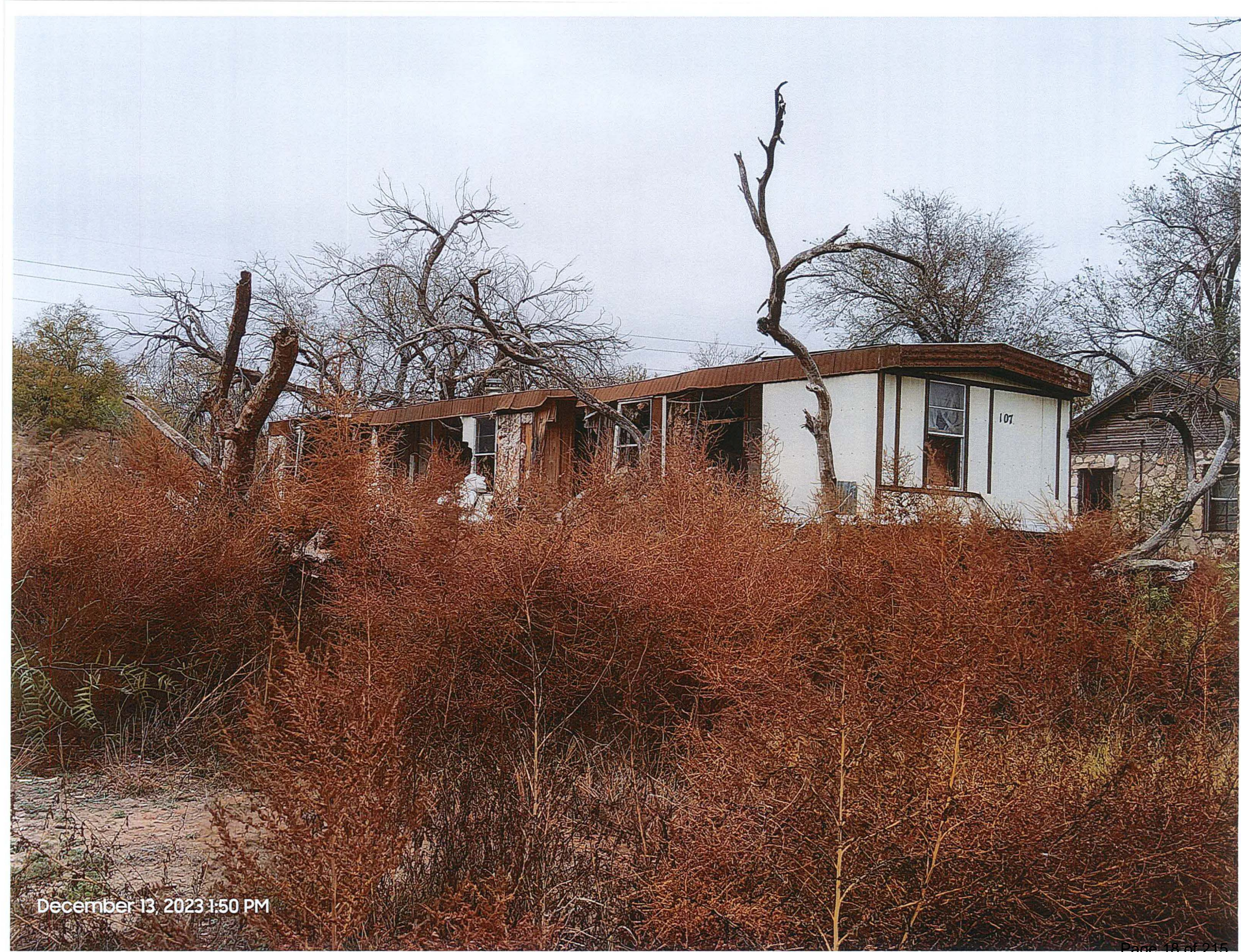


Crystal Ramirez
Notary Public, State of Texas

Exhibit A-4



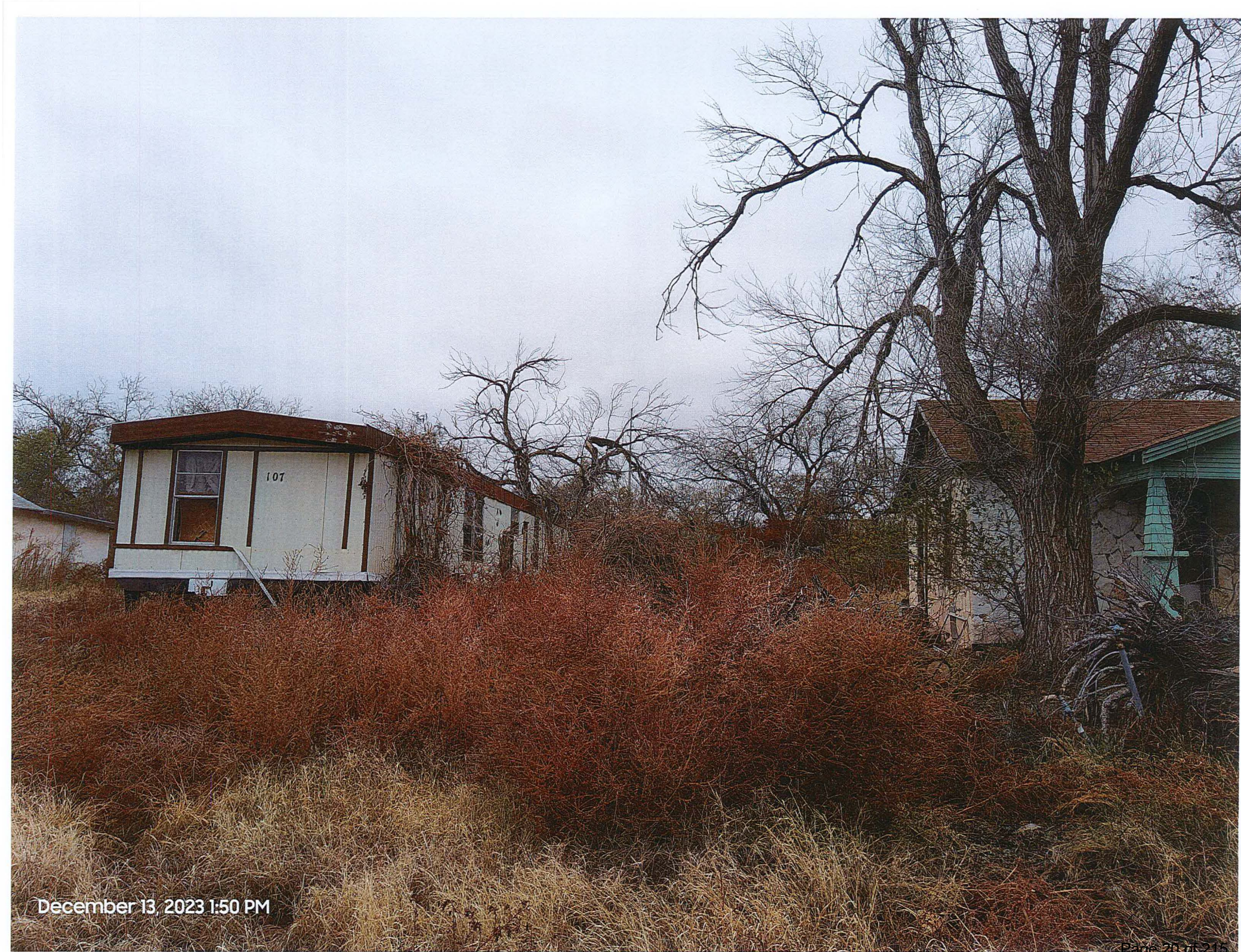
December 13, 2023 1:50 PM



December 13, 2023 1:50 PM

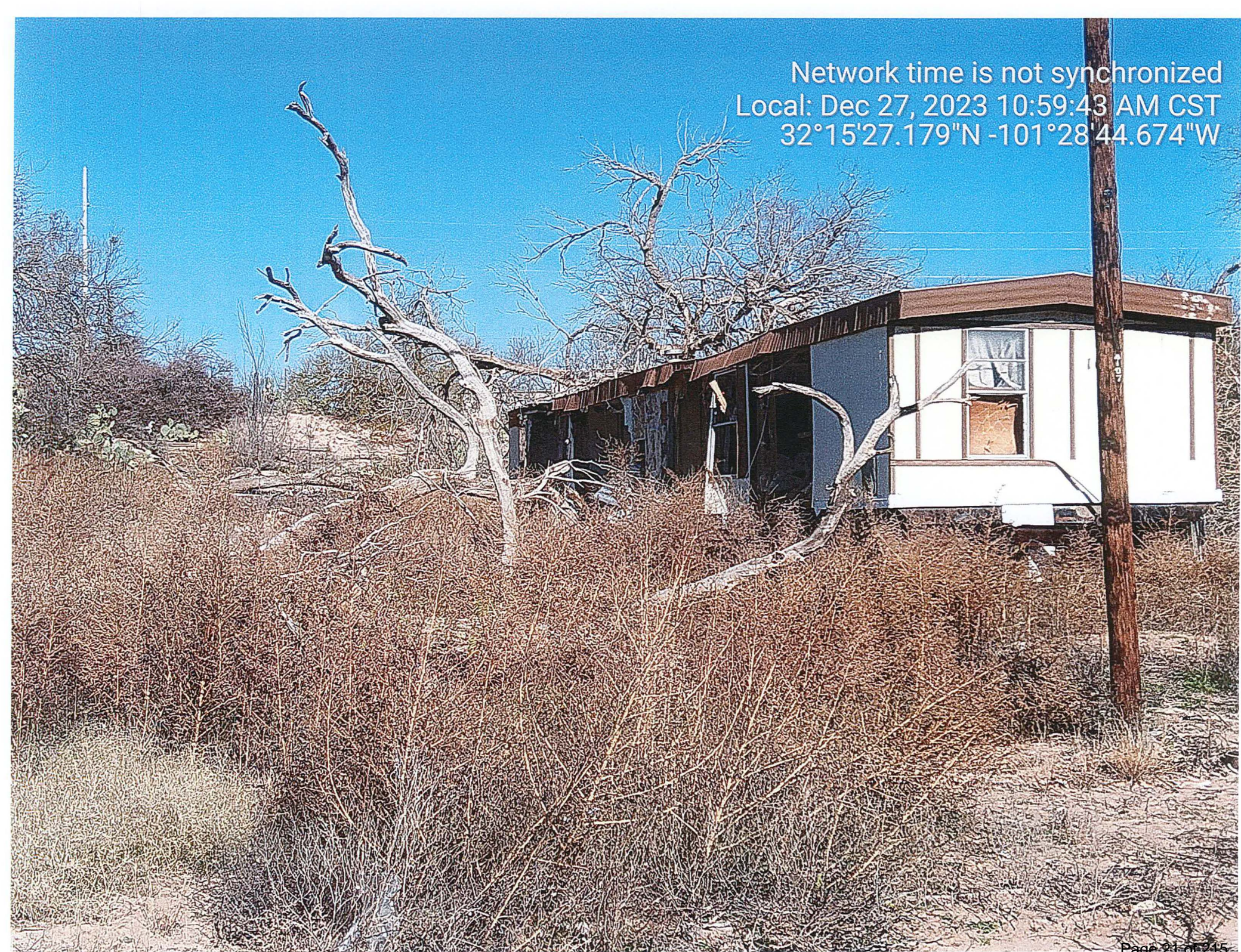


December 13, 2023 1:50 PM

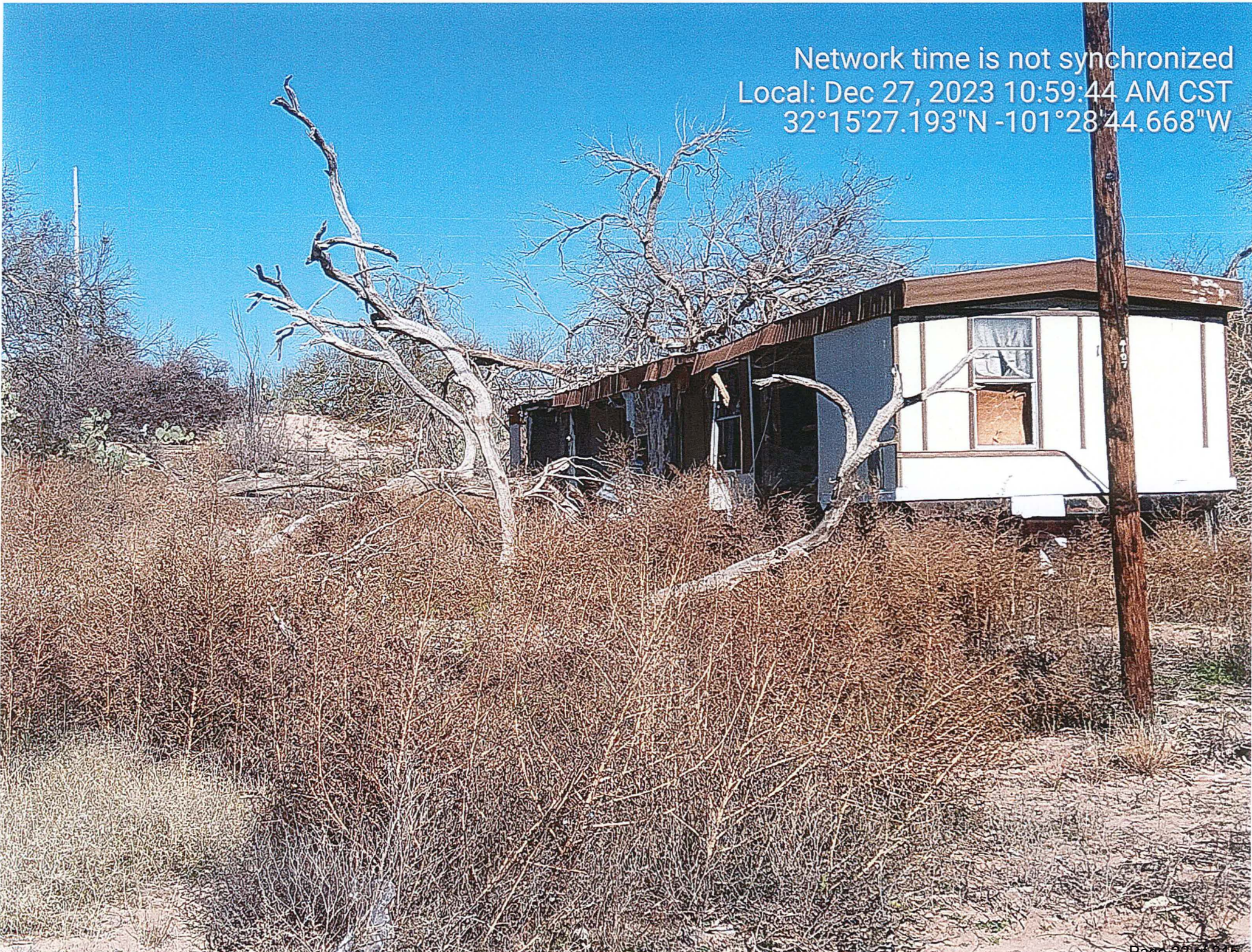


December 13, 2023 1:50 PM

Network time is not synchronized
Local: Dec 27, 2023 10:59:43 AM CST
32°15'27.179"N -101°28'44.674"W



Network time is not synchronized
Local: Dec 27, 2023 10:59:44 AM CST
32°15'27.193"N -101°28'44.668"W



STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY SHANNON FANT**

“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.”

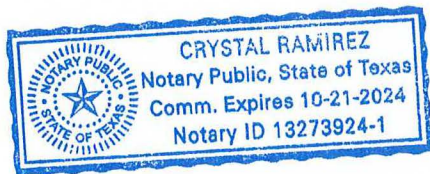
Certified Mail Return for **Exhibit A-5** is also attached.

SIGNED on the 3 day of January, 2024.

Shannon Fant

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-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

23-00000099

SANCHEZ IDA DURON
107 NE 3RD
BIG SPRING, TX 79720

Subject Property: 107 NE 3RD , BIG SPRING, TX 00000
APN: 285351

Dear SANCHEZ IDA DURON

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.	12.14.23 INSPECTED THE PROPERTY. FOUND THAT THERE WAS A STRUCTURE MISSING WALLS WINDOWS AND SO FORTH. 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 IS SEVEN DAYS FROM DATE OF MAILING. 12.15.23
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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 432.264.2508 or by email at sfant@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,



Shannon Fant
Code



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

December 29, 2023

IDA DURON SANCHEZ
107 NE 3RD
BIG SPRING, TEXAS 79720

Re: 107 NE 3RD, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 3 BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO
LABEL # 0094 BLK/TRACT 112 0.161 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: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the	The building was abandoned and constitutes an attractive nuisance. Hazardous condition.

demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

**DEMOLITION OR REPAIR
OF THE MAIN STRUCTURE.**

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

Issued by

Shannon Fant

Name

Code Enforcement Official

Title

+1 (432) 264-2508

Phone

sfant@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, January 9, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

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

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

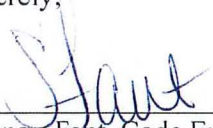
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

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

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

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shannon Fant', written over a horizontal line.

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

9589 0710 5270 0422 7410 38

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 \$ _____	12/29/2023 Postmark Here 107 NE 3RD 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 <u>Ida Duron Sanchez</u>	
Street and Apt. No., or PO Box No. <u>107 NE 3RD</u>	
City, State, ZIP+4® <u>Big Spring, TX 79720</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

STATE OF TEXAS

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COUNTY OF HOWARD

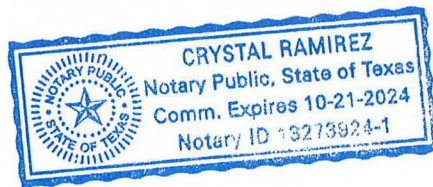
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for January 09, 2024, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on December, 29th, 2023.

SIGNED on the 3 day of January, 2024.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-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 **JANUARY 9TH, 2024, 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:

107 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO LABEL # 0094 BLK/TRACT 112 0.161 ACRES – OWNER: IDA DURON SANCHEZ

109 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 112 ORIGINAL TOWN 50X140 0093 ACQ 041207 BLK/TRACT 112 0.161 ACRES – OWNER: MARIA L SANCHEZ DE GONZALEZ

1104 SYCAMORE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 4 HIGHLAND PARK 50X125 1205 BLK/TRACT 32 1N 0.143 ACRES ACQ 09062019 – OWNER: CARLOS MUNOZ

1609 YOUNG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ 072104 BLK/TRACT 2 0.133 ACRES – OWNER: ERNESTO AND MARY ESTHER ZUBIATE

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



December 29, 2023 3:38 PM

109 NE 3RD

Code Enforcement Official: Shannon Fant

Exhibit B-1

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF SHANNON FANT
CONCERNING 109 NE 3RD**

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

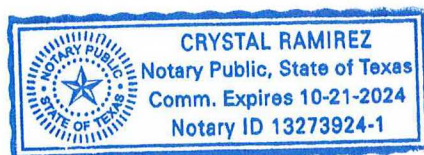
“My name is **Shannon Fant**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **109 NE 3RD**, 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 3 day of January, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-2

Property Details

Account		
Property ID:	285350	Geographic ID: B4830090400
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	109 NE 3RD	
Map ID:		Mapsco:
Legal Description:	LT 2 BK 112 ORIGINAL TOWN 50X140 0093 ACQ 041207 BLK/TRACT 112 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	TENN	
Owner ⓘ		
Owner ID:	4024	
Name:	DE GONZALES MARIA L SANCHEZ	
Agent:		
Mailing Address:	109 NE 3RD BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$17,205 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$2,200 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$19,405 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$19,405 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$19,405
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: DE GONZALES MARIA L SANCHEZ **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$19,405	\$19,405	\$40.50	
02B	CITY OF BIG SPRING	0.636039	\$19,405	\$19,405	\$123.42	
03B	BIG SPRING ISD	0.763200	\$19,405	\$19,405	\$148.10	
052	HOWARD COLLEGE	0.154789	\$19,405	\$19,405	\$30.04	
ZZZ	CREDIT	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$342.06

Estimated Taxes Without Exemptions: \$342.06

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
109 NE 3RD CASE NOTES

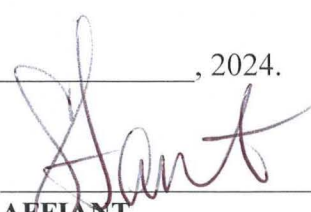
“This record, attached as **Exhibit B-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

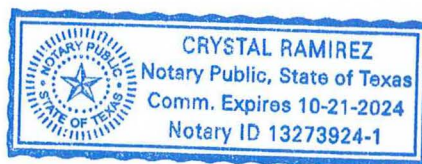
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 3 day of January, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024

by the above referenced Affiant.




Notary Public, State of Texas

Exhibit B-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 27
December 2023 15:07

Case # 23-00000096

Parcel # : 285350

Site Address: 109 NE 3RD

Case Description: - THE STRUCTURE APPEARS TO BE DILAPIDATED - OLD JUNK VEC - NO TAG - NO REG CAR
PARKED ON THE SIDE OF HOME - OLD CARPORT STRUCTURE IS FALLING APART

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		REINSPECTED THE PROPERTY FOUND THE OROPERTY TO BE NONCOMPLIANT 12.27.23	Shannon Fant	12/27/23	
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 OR REMOVED. THE DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM THE DATE OF MAILING 12.15.23 PICTURES ARE INCLEDED FOR THE OWNER TO SEE THE PROPERTY SO A PLAN CAN BE MADE.	Shannon Fant	12/14/23	
CORRESPONDENCE		12.14.23 INSPECTED PROPERTY FOUND THE PROPERTY HAS A STRUCTURE IN THE BACK THAT IS MISSING CHUNKS OF THE BUILDING, ROOF INCLUDED. WEEDY LOT NEEDS TO BE CLEANED UP.	Shannon Fant	12/14/23	
PHOTOS		12-13-2023 took photos of property	Malissa Garcia	12/13/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On December, 13th, 2023 and December, 27th, 2023, I inspected the property described as:

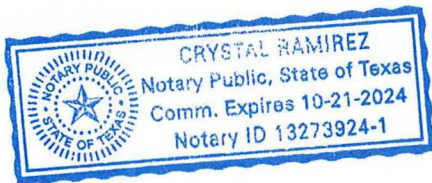
LT 2 BK 112 ORIGINAL TOWN 50X140 0093 ACQ 041207 BLK/TRACT 112
0.161 ACRES Big Spring, Howard County, Texas, also known as **109 NE 3RD**,
Big Spring, Texas.

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

SIGNED on the 3 day of January, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-4



December 13, 2023 1:56 PM



December 13, 2023 1:56 PM







December 13, 2023 1:57 PM



December 13, 2023 1:57 PM

Network time is not synchronized
Local: Dec 27, 2023 11:00:55 AM CST
32°15'28.992"N 101°28'46.525"W



Network time is not synchronized
Local: Dec 27, 2023 11:00:57 AM CST
32°15'28.973"N 101°28'43.517"W



STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
NOTICE SENT BY SHANNON FANT**

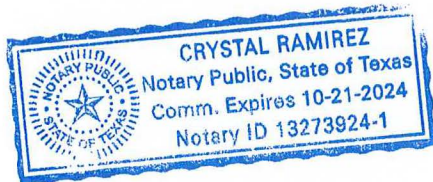
“The document in **Exhibit B-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 3 day of January, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
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

FINAL NOTICE OF VIOLATION

23-00000096

DE GONZALES MARIA L SANCHEZ
109 NE 3RD
BIG SPRING, TX 79720

Subject Property: 109 NE 3RD , BIG SPRING, TX 00000
APN: 285350

Dear DE GONZALES MARIA L SANCHEZ

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.	THE STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS. THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED OR REMOVED. THE DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM THE DATE OF MAILING 12.15.23 PICTURES ARE INCLEDED FOR THE OWNER TO SEE THE PROPERTY SO A PLAN CAN BE MADE.
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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 432.264.2508 or by email at sfant@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely, 
Shannon Fant
Code



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

December 29, 2023

MARIA L. SANCHEZ DE GONZALES
109 NE 3RD STREET
BIG SPRING, TEXAS 79720

MARIA L. GONZALES
4843 FORTUNA PLACE
SAN ANTONIO, TEXAS 78237-1066

Re: 109 NE 3RD, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 2 BK 112 ORIGINAL TOWN 50X140 0093 ACQ
041207 BLK/TRACT 112 0.161 ACRES, Howard County

Big Spring Code Compliance has determined that at the following structure(s): ONE (1) REAR STRUCTURE, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or	The building was neglected, damages, dilapidated, unsecured and abandoned, and constitutes an attractive nuisance. Hazardous condition.

otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

DEMOLITION OR REPAIR
OF THE REAR STRUCTURE.

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

Issued by

Shannon Fant

Name

Code Enforcement Official

Title

+1 (432) 264-2508

Phone

sfant@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, January 9, 2024** 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.

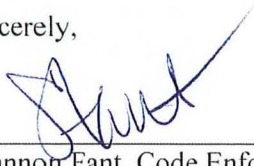
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property— with conditions and exceptions stated in PMC Sec. 111.6.

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

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

Sincerely,

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

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

9589 0710 5270 0422 7410 21

U.S. Postal Service™
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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

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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

Mary L. Gonzales

Street and Apt. No., or PO Box No.

4843 Fortuna Place

City, State, ZIP+4®

San Antonio, TX 78237-1066

12/29/2023

Postmark
Here

109 NE 3RD

FINAL

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

9589 0710 5270 0422 7410 14

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- ☐ Return Receipt (electronic) \$ _____
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- ☐ Adult Signature Required \$ _____
- ☐ Adult Signature Restricted Delivery \$ _____

Postage

\$

Total Postage and Fees

\$

Sent To

Maria L. Sanchez De Gonzales

Street and Apt. No., or PO Box No.

109 NE 3RD

City, State, ZIP+4®

Big Spring, TX 79720

12/29/23

Postmark
Here

109 NE 3RD

FINAL

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

STATE OF TEXAS

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COUNTY OF HOWARD

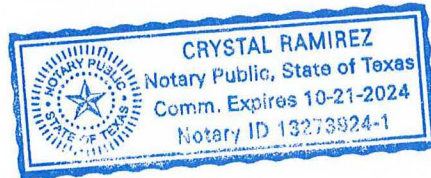
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for January 09, 2024, attached as **Exhibit B-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on December, 29th, 2023.

SIGNED on the 3 day of January, 2024.

Aunt
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit B-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 **JANUARY 9TH, 2024, 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:

107 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO LABEL # 0094 BLK/TRACT 112 0.161 ACRES – OWNER: IDA DURON SANCHEZ

109 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 112 ORIGINAL TOWN 50X140 0093 ACQ 041207 BLK/TRACT 112 0.161 ACRES – OWNER: MARIA L SANCHEZ DE GONZALEZ

1104 SYCAMORE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 4 HIGHLAND PARK 50X125 1205 BLK/TRACT 32 1N 0.143 ACRES ACQ 09062019 – OWNER: CARLOS MUNOZ

1609 YOUNG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ 072104 BLK/TRACT 2 0.133 ACRES – OWNER: ERNESTO AND MARY ESTHER ZUBIATE

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



December 29, 2023 3:39 PM

1104 SYCAMORE

Code Enforcement Official: Shannon Fant

Exhibit C-1

STATE OF TEXAS

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COUNTY OF HOWARD

**AFFIDAVIT OF SHANNON FANT
CONCERNING 1104 SYCAMORE**

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

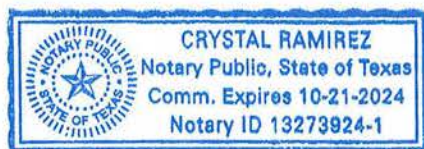
“My name is **Shannon Fant**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1104 SYCAMORE**, 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 3 day of January, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit C-2

Property Details

Account		
Property ID:	281665	Geographic ID: B3770004300
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	1104 SYCAMORE	
Map ID:		Mapsco:
Legal Description:	LT 11 BK 4 HIGHLAND PARK 50X125 1205 BLK/TRACT 32 1N 0.143 ACRES ACQ 09062019	
Abstract/Subdivision:		
Neighborhood:	MCEW	
Owner ⓘ		
Owner ID:	427041	
Name:	MUNOZ CARLOS	
Agent:		
Mailing Address:	1104 SYCAMORE BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$52,303 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$3,850 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$56,153 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$56,153 (=)
Homestead Cap Loss: ⓘ	\$13,949 (-)
Assessed Value:	\$42,204
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: MUNOZ CARLOS **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$56,153	\$33,763	\$70.47	
02B	CITY OF BIG SPRING	0.636039	\$56,153	\$33,763	\$214.75	
03B	BIG SPRING ISD	0.763200	\$56,153	\$0	\$0.00	
052	HOWARD COLLEGE	0.154789	\$56,153	\$33,763	\$52.26	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$337.48

Estimated Taxes Without Exemptions: \$989.83

STATE OF TEXAS

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COUNTY OF HOWARD

CERTIFICATION
1104 SYCAMORE 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.

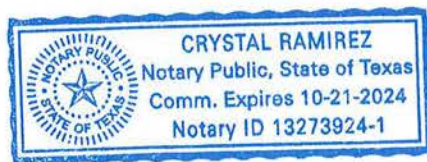
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 3 day of January, 2024.

[Signature]
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024

by the above referenced Affiant.



[Signature]
Notary Public, State of Texas

Exhibit C-3



CASE NOTES

Page 1 of 1

Report Run On: Thursday, 14
December 2023 10:10

Case # 23-00000203

Parcel # : 281665

Site Address: 1104 SYCAMORE

Case Description: ss building in backyard looks like it had fire damage missing chunks of the roof

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		12.14.23 WENT BACK TO INSPECT STRUCTURE IN THE BACKYARD FOUND NO IMPROVEMENTS. PICTURES WERE TAKEN.	Shannon Fant	12/14/23	
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 (7) DAYS FROM DATE OF MAILING 10.12.23	Shannon Fant	10/11/23	
GENERAL		SS BUILDING IN BACKYARD LOOKS LIKE PREVIOUS FIRE DAMAGE STUCTURE IS MISSING CHUNKS OF THE ROOF	Shannon Fant	10/09/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 October, 9th, 2023 and December, 14th, 2023, I inspected the property described as:

LT 11 BK 4 HIGHLAND PARK 50X125 1205 BLK/TRACT 32 1N 0.143
ACRES ACQ 09062019 Big Spring, Howard County, Texas, also known as **1104 SYCAMORE**, Big Spring, Texas.

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

SIGNED on the 3 day of January, 2024.

Shant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit C-4

Network: Oct 9, 2023 1:27:14 PM CDT
Local: Oct 9, 2023 1:27:14 PM CDT
32°14'53.582"N -101°27'39.501"W
1105 Wood Street
Big Spring
Howard County
Texas



Network: Oct 9, 2023 1:27:17 PM CDT
Local: Oct 9, 2023 1:27:16 PM CDT
32°14'53.582"N -101°27'39.5"W
1105 Wood Street
Big Spring
Howard County
Texas



Network: Oct 9, 2023 1:27:18 PM CDT
Local: Oct 9, 2023 1:27:18 PM CDT
32°14'53.582"N - 101°27'39.5"W
1105 Wood Street
Big Spring
Howard County
Texas



Network Dec 14, 2023 9:28:37 AM CST

Local Dec 14, 2023 9:28:37 AM CST

32°14'55.97"N -101°27'40.877"W

1404 Sycamore Street

Big Spring

Howard County

Texas



Network Dec 14, 2023 9:28:41 AM CST
Local Dec 14, 2023 9:28:41 AM CST
32° 45' 06" N 101° 27' 40" 887" W
101 Sycamore Street
Big Spring
Howard County
Texas



Network Dec 14, 2023 9:28:50 AM CST
Local Dec 14, 2023 9:28:49 AM CST
32°14'55.955"N 101°27'40.888"W
1104 Sycamore Street

Big Spring
Howard County
Texas



Network: Dec 14, 2023 9:28:54 AM CST
Local: Dec 14, 2023 9:28:54 AM CST
32°14'55.952"N -101°27'40.882"W
1100 Sycamore Street
Big Spring
Howard County
Texas



STATE OF TEXAS

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COUNTY OF HOWARD

**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 3 day of January, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
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

FINAL NOTICE OF VIOLATION

23-00000203

MUNOZ CARLOS
1104 SYCAMORE
BIG SPRING, TX 79720

Subject Property: 1104 SYCAMORE , BIG SPRING, TX 00000
APN: 281665

Dear MUNOZ CARLOS

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.	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 (7) DAYS FROM DATE OF MAILING 10.12.23
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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 432.264.2508 or by email at sfant@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely, 

Shannon Fant
Code



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

December 29, 2023

CARLOS MUNOZ
1104 SYCAMORE
BIG SPRING, TEXAS 79720

CARLOS MUNOZ
3610 HAMILTON
BIG SPRING, TEXAS 79720

HYDRO DYNAMICS INC.
4312 S US HIGHWAY 87
BIG SPRING, TEXAS 79720

HYDRO DYNAMICS INC.
102 YOUNG
BIG SPRING, TEXAS 79720

Re: 1104 SYCAMORE, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 11 BK 4 HIGHLAND PARK 50X125 1205
BLK/TRACT 32 1N 0.143 ACRES ACQ 09062019, Howard County

Big Spring Code Compliance has determined that at the following structure(s): REAR STRUCTURE, at the property as stated above, is/are in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor	The building was neglected, damaged, dilapidated and unsecured, and constitutes an attractive nuisance. Hazardous condition.

for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

**DEMOLITION OR REPAIR
OF THE REAR STRUCTURE.**

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

Issued by

Shannon Fant

Name

Code Enforcement Official

Title

+1 (432) 264-2508

Phone

sfant@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, January 9, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

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

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

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

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

RIGHTS AND REMEDIES RESERVED. The City of Big Spring expressly reserves any

additional rights and remedies that may be available to it, including but not limited to injunctive or equitable relief.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shannon Fant', written over a horizontal line.

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

9589 0710 5270 0422 7409 70

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Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
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☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	1104 Sycamore
Total Postage and Fees \$	FINAL
Sent To Carlos Munoz	
Street and Apt. No., or PO Box No. 1104 Sycamore	
City, State, ZIP+4® Big Spring, TX 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

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Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	1104 Sycamore
Total Postage and Fees \$	FINAL
Sent To Carlos Munoz	
Street and Apt. No., or PO Box No. 3610 Hamilton	
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 7409 94

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 \$	12/29/23
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	1104 Sycamore
Total Postage and Fees \$	FINAL
Sent To Hydro Dynamics Inc.	
Street and Apt. No., or PO Box No. 4812 S US Hwy. 87	
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 7410 07

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 \$	12/29/23
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	1104 Sycamore
Total Postage and Fees \$	FINAL
Sent To Hydro Dynamics Inc.	
Street and Apt. No., or PO Box No. 102 Young	
City, State, ZIP+4® Big Spring, TX 79720	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

STATE OF TEXAS

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COUNTY OF HOWARD

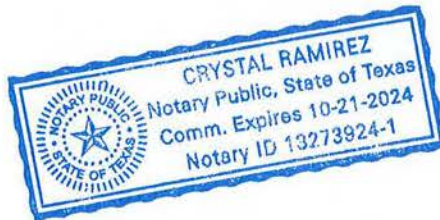
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for January 09, 2024, attached as **Exhibit C-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on December, 29th, 2023.

SIGNED on the 3 day of January, 2024.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
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 **JANUARY 9TH, 2024, 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:

107 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO LABEL # 0094 BLK/TRACT 112 0.161 ACRES – OWNER: IDA DURON SANCHEZ

109 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 112 ORIGINAL TOWN 50X140 0093 ACQ 041207 BLK/TRACT 112 0.161 ACRES – OWNER: MARIA L SANCHEZ DE GONZALEZ

1104 SYCAMORE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 4 HIGHLAND PARK 50X125 1205 BLK/TRACT 32 1N 0.143 ACRES ACQ 09062019 – OWNER: CARLOS MUNOZ

1609 YOUNG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ 072104 BLK/TRACT 2 0.133 ACRES – OWNER: ERNESTO AND MARY ESTHER ZUBIATE

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



December 29, 2023 3:47 PM

1609 YOUNG

Code Enforcement Officer: Jacob Leos

Exhibit D-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF JACOB LEOS
CONCERNING 1609 YOUNG**

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:

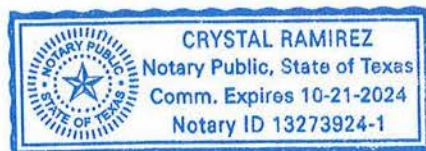
“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1609 YOUNG**, 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 3rd day of January, 2024.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024 by the above referenced Affiant.





Notary Public, State of Texas

Exhibit D-2

Property Details

Account		
Property ID:	284066	Geographic ID: B4560002300
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	1609 YOUNG	
Map ID:		Mapsco:
Legal Description:	N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ 072104 BLK/TRACT 2 0.133 ACRES	
Abstract/Subdivision:		
Neighborhood:	GOLD	
Owner ⓘ		
Owner ID:	400691	
Name:	ZUBIATE ERNESTO M ET UX MARY ESTHER	
Agent:		
Mailing Address:	1609 YOUNG ST BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	DP - DISABILITY HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$40,028 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,725 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)

Market Value:	\$44,753 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$44,753 (=)
Homestead Cap Loss: ⓘ	\$22,146 (-)
Assessed Value:	\$22,607
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: ZUBIATE ERNESTO M ET UX MARY ESTHER **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$44,753	\$17,607	\$36.75	
02B	CITY OF BIG SPRING	0.636039	\$44,753	\$12,607	\$80.19	
03B	BIG SPRING ISD	0.763200	\$44,753	\$0	\$0.00	\$0.00
052	HOWARD COLLEGE	0.154789	\$44,753	\$17,607	\$27.25	
ZZZ	CREDIT	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$144.19

Estimated Taxes Without Exemptions: \$788.88

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION
1609 YOUNG 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.

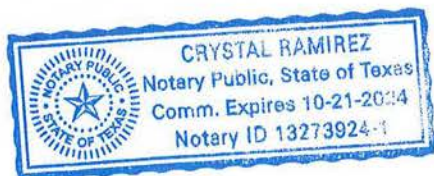
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 3rd day of January, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 27
December 2023 16:27

Case # 23-00000210

Parcel # : 284066

Site Address: 1609 YOUNG

Case Description: SUB STANDARD STRUCTURE IN BACK OF PROPERTY

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		12/27/23 WILL MOVE CASE TO LEGAL DEPT.	Jacob Leos	12/27/23	
CORRECTIVE ACTION		12/27/23 THE STRUCTURE IN BACK OF THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, THE STRUCTURE IN THE BACK NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED.	Jacob Leos	12/27/23	
SITE VISIT		WENT BY TO TAKE UPDATED PHOTOS OF STRUCTURE FROM STREET. A LADY PULLED UP NEXT TO ME AND ASKED ME ABOUT THE VIOLATION. SHE WAS AWARE OF IT AND I EXPLAINED TO HER.	Jacob Leos	11/01/23	
SITE VISIT		10/11/23 CODE OFFICER LEOS INSPECTED PROPERTY. SUB STANDARD STRUCTURE LOCATED IN BACK OF PROPERTY. ROOF DETIORATED WITH HOLES AND OPENINGS. STRUCTURE IS WARPED AND LEANING OVER. TALKED TO A MAN IN THE BACK YARD ABOUT IT AND HE SAID HE WOULD LET THE OWNER KNOW ABOUT THE VIOLATION.	Jacob Leos	10/11/23	

STATE OF TEXAS

COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits D-4** I am familiar with and recognize the scene depicted in the photographs. On October, 11th, 2023 and November, 20th, 2023, I inspected the property described as:

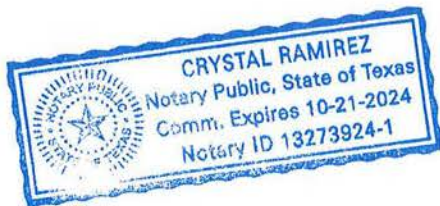
N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ 072104 BLK/TRACT 2
0.133 ACRES Big Spring, Howard County, Texas, also known as **1609 YOUNG**,
Big Spring, Texas.

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

SIGNED on the 3rd day of January, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



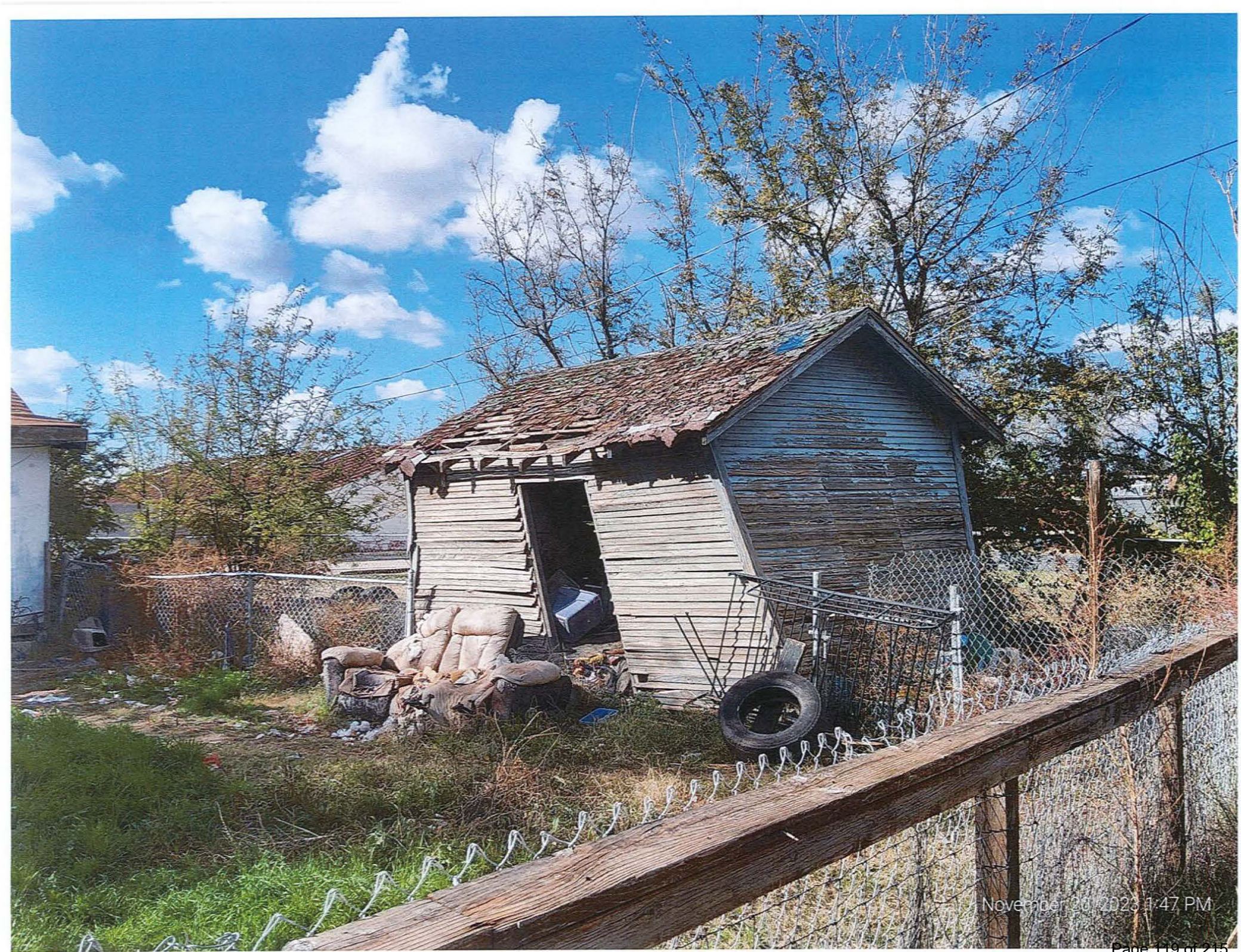
Crystal Ramirez
Notary Public, State of Texas

Exhibit D-4









November 20, 2023 1:47 PM

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

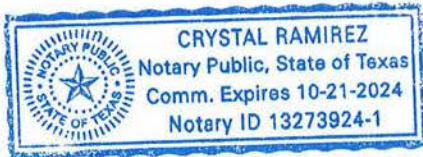
“The document in **Exhibit D-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 3rd day of January, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3rd day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-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

23-00000210

12/27/23

ZUBIATE ERNESTO M ET UX MARY ESTHER
1609 YOUNG ST
BIG SPRING, TX 79720

Subject Property: 1609 YOUNG , BIG SPRING, TX 79720
APN: 284066

Dear ZUBIATE ERNESTO M ET UX MARY ESTHER

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.	12/27/23 THE STRUCTURE IN BACK OF THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS, THE STRUCTURE IN THE BACK NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED.
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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

December 28, 2023

ERNESTO ZUBIATE
1609 YOUNG
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1108 AUSTIN
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1103 E 11TH
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1104 E 11TH
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1310 NOLAN
BIG SPRING, TEXAS 79720

MARY ESTHER ZUBIATE
1609 YOUNG
BIG SPRING, TEXAS 79720

MARY ESTHER ZUBIATE
1115 LLOYD AVE.
BIG SPRING, TEXAS 79720

KRISTEN MICHELLE JONES
1609 YOUNG
BIG SPRING, TEXAS 79720

Re: 1609 YOUNG, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ
072104 BLK/TRACT 2 0.133 ACRES, Howard County

Big Spring Code Compliance has determined that at the following structure(s): ONE (1) REAR STRUCTURE, at the property as stated above, is in violation of the following section(s) of the **Property Maintenance Code of Big Spring (PMC)**, constituting a nuisance:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.	The building is neglected, damaged, dilapidated and unsecured, and constitutes an attractive nuisance. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or 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:

**DEMOLITION OR REPAIR
OF THE REAR STRUCTURE.**

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

Issued by

<u>Jacob Leos</u>	<u>Code Enforcement Officer</u>
<i>Name</i>	<i>Title</i>
<u>+1 (432) 264-2502</u>	<u>jleos@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, January 9, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which

might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

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

(d) Rights of Parties. Each party shall have the following rights, among others:

1. To call and examine witnesses on any matter relevant to the issues of the hearing;
2. To introduce documentary and physical evidence;
3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
4. To impeach any witness regardless of which party first called him to testify;
5. To rebut the evidence against him;
6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

YOU HAVE A RIGHT TO APPEAL THE DECISION OF THE HEARING BOARD. If the Hearing Board enters an order to abate the violation(s) at the structure(s) at the property, the order is preliminary, allowing you to appeal the order to District Court within thirty (30) days pursuant to Section 8.03 of the Structural Standards Ordinance of the Big Spring City Code. If you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

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

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

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless, not later than the fifth calendar day after this

notice you provide the property owner's name, current street address, and telephone number to the Code Compliance Officer who sent this notice.

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

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

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

Sincerely,



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



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

December 29, 2023

ERNESTO ZUBIATE
1609 YOUNG
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1103 E 11TH PLACE
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1108 AUSTIN
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1104 E 11TH
BIG SPRING, TEXAS 79720

ERNESTINE ALVAREZ
1108 AUSTIN
BIG SPRING, TEXAS 79720

ERNESTO ZUBIATE
1310 NOLAN
BIG SPRING, TEXAS 79720

MARY ESTHER ZUBIATE
1609 YOUNG
BIG SPRING, TEXAS 79720

MARY ESTHER ZUBIATE
1115 LLOYD AVE.
BIG SPRING, TEXAS 79720

KRISTEN MICHELLE JONES
1609 YOUNG
BIG SPRING, TEXAS 79720

Re: 1609 YOUNG, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ
072104 BLK/TRACT 2 0.133 ACRES, Howard County**

Big Spring Code Compliance has determined that at the following structure(s): ONE (1) REAR STRUCTURE, at the property as stated above, is 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:	The building is neglected, damaged, dilapidated and unsecured, and constitutes an attractive nuisance. Hazardous condition.

6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

**DEMOLITION OR REPAIR
OF THE REAR 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, January 9, 2024** 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 7419 77

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Street and Apt. No., or PO Box No.

City, State, ZIP+4®
*1609 Yang
Big Spring TX 79720*

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*1609 Yang
Big Spring TX 79720*

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City, State, ZIP+4®
*115 Lloyd Ave
Big Spring TX*

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*1609 Yang
Big Spring TX 79720*

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City, State, ZIP+4®
*1103 E 11th Pl
Big Spring TX 79720*

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City, State, ZIP+4® Big Spring TX 79720	

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Kristen Michelle Jones

Street and Apt. No., or PO Box No.

1609 Young

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1103 E 11TH Place

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1310 Nolan

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1104 E 11TH Place

City, State, ZIP+4®

Big Spring, TX 79720

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STATE OF TEXAS

§
§
§

COUNTY OF HOWARD

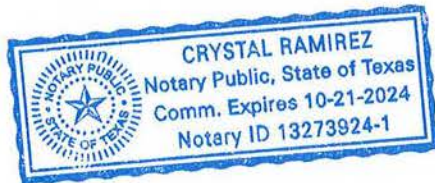
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for January 09, 2024, attached as **Exhibit D-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on December, 29th, 2023.

SIGNED on the 3rd day of January, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of January, 2024
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit D-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 **JANUARY 9TH, 2024, 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:

107 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 3 BK 112 ORIGINAL TOWN 50X140 MH 14X66 NO LABEL # 0094 BLK/TRACT 112 0.161 ACRES – OWNER: IDA DURON SANCHEZ

109 NE 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2 BK 112 ORIGINAL TOWN 50X140 0093 ACQ 041207 BLK/TRACT 112 0.161 ACRES – OWNER: MARIA L SANCHEZ DE GONZALEZ

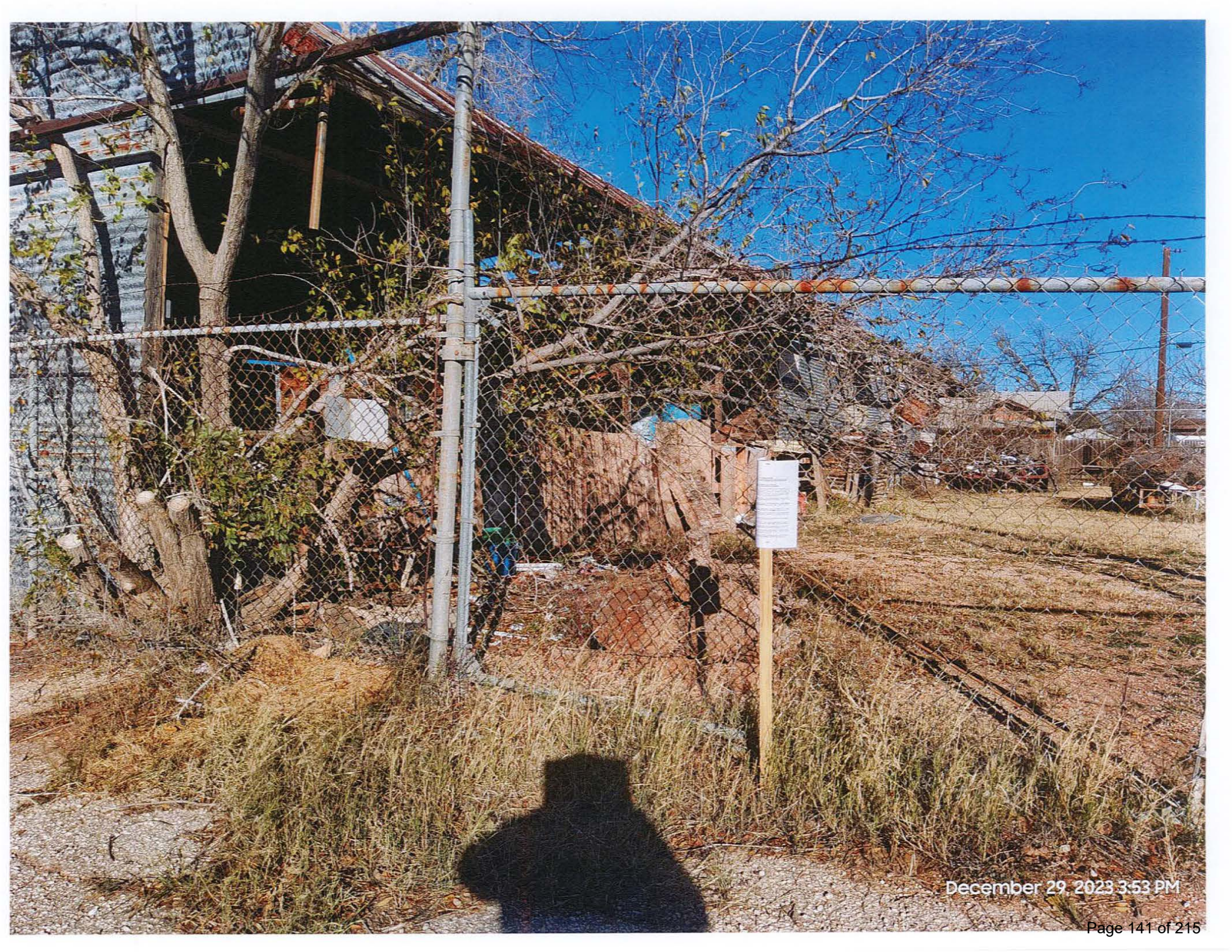
1104 SYCAMORE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 11 BK 4 HIGHLAND PARK 50X125 1205 BLK/TRACT 32 1N 0.143 ACRES ACQ 09062019 – OWNER: CARLOS MUNOZ

1609 YOUNG, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: N/54' OF LT 8 BK 2 MORNINGSIDE 54X107 841 ACQ 072104 BLK/TRACT 2 0.133 ACRES – OWNER: ERNESTO AND MARY ESTHER ZUBIATE

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



December 29, 2023 3:53 PM



LARGE/BULK ITEM PICKUP 2024 SCHEDULE



Collection Day

Last Day to Schedule

DISTRICT 1 - JANUARY 17, 2024

JANUARY 16, 2024

DISTRICT 2 - FEBRUARY 21, 2024

FEBRUARY 20, 2024

DISTRICT 3 - MARCH 20, 2024

MARCH 18, 2024

DISTRICT 4 - APRIL 17, 2024

APRIL 15, 2024

DISTRICT 5 - MAY 15, 2024

MAY 13, 2024

DISTRICT 6 - JUNE 19, 2024

JUNE 17, 2024

**TO SCHEDULE: CALL 432-264-2501 OR
EMAIL NHERNANDEZ@MYBIGSPRING.COM.**

You must get on the schedule to have your items picked up.

The City of Big Spring

in partnership with Keep Big Spring Beautiful present:

eWaste recycling Day

SATURDAY, JANUARY 13, 2024

8 AM TO 1 PM

or until the truck fills



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

*All electronics will be
responsibly recycled.*

We will accept the
following items:

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

ITEMS WE DO NOT ACCEPT:

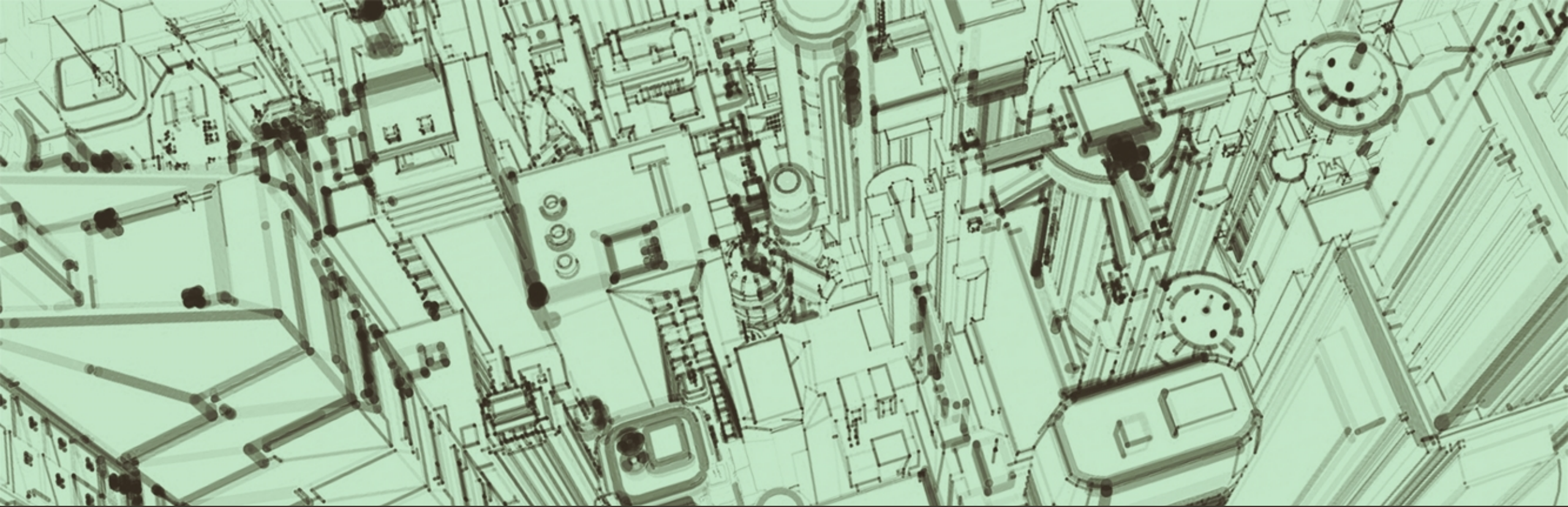
Paint, light bulbs, alkaline batteries,
Gasoline, oils, freon items.



Questions, comments?

Please call Ken Meeks at 817-919-6229.





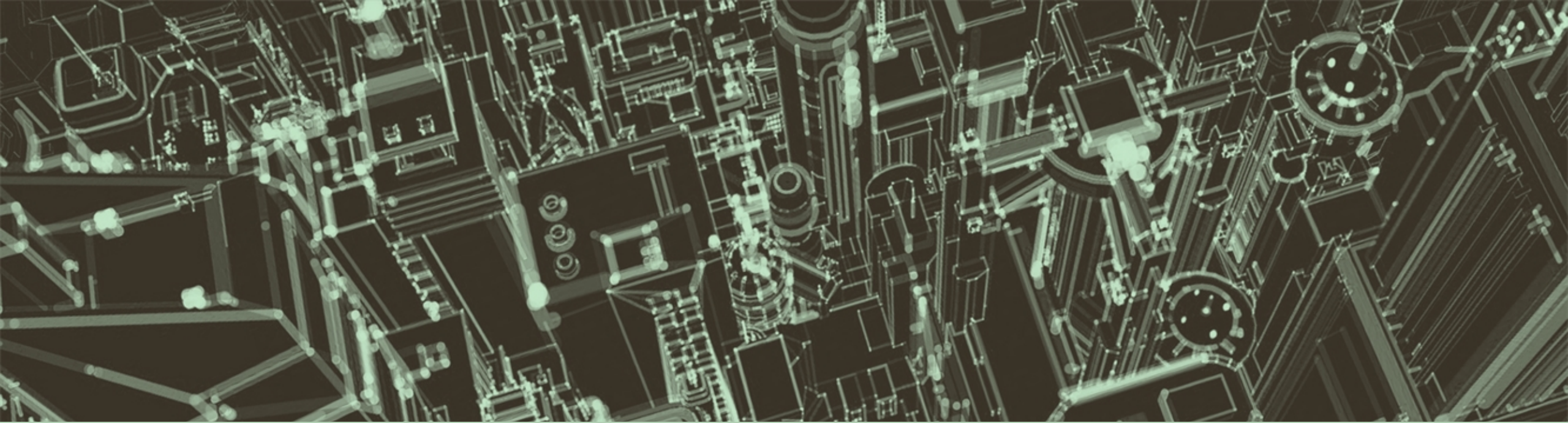
Premises Nuisance Abatement

A Report on the Administrative Hearings Held on January 4th, 2024



Properties Subject to the Administrative Hearings

1. 1008 E 12th St.
2. 1409 Settles St.
3. 1502 Chickasaw St.
4. 1604 Robin St.
5. 1610 Cardinal St.
6. 1612 State St.
7. 508 Sunset Blvd.
8. 803 W 14th St.
9. 805 E 18th St.



Cleared Accumulations

1604 Robin



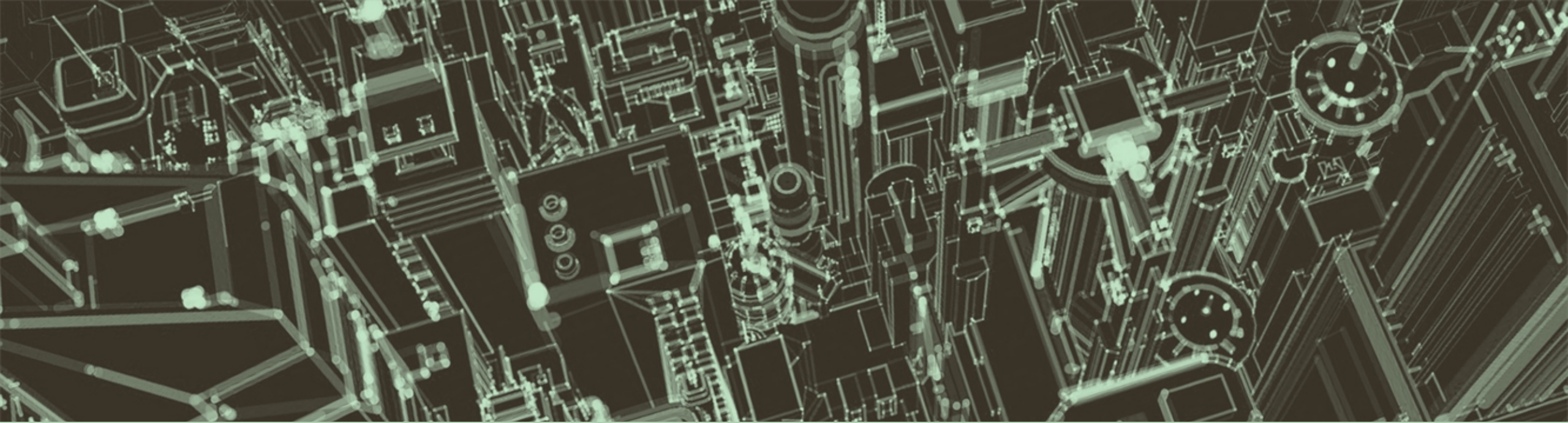
1604 Robin as of December 28th, 2023



1604 Robin as of January 3rd, 2024



January 3, 2024 4:14 PM



Cleared Accumulations

803 W 14th St.



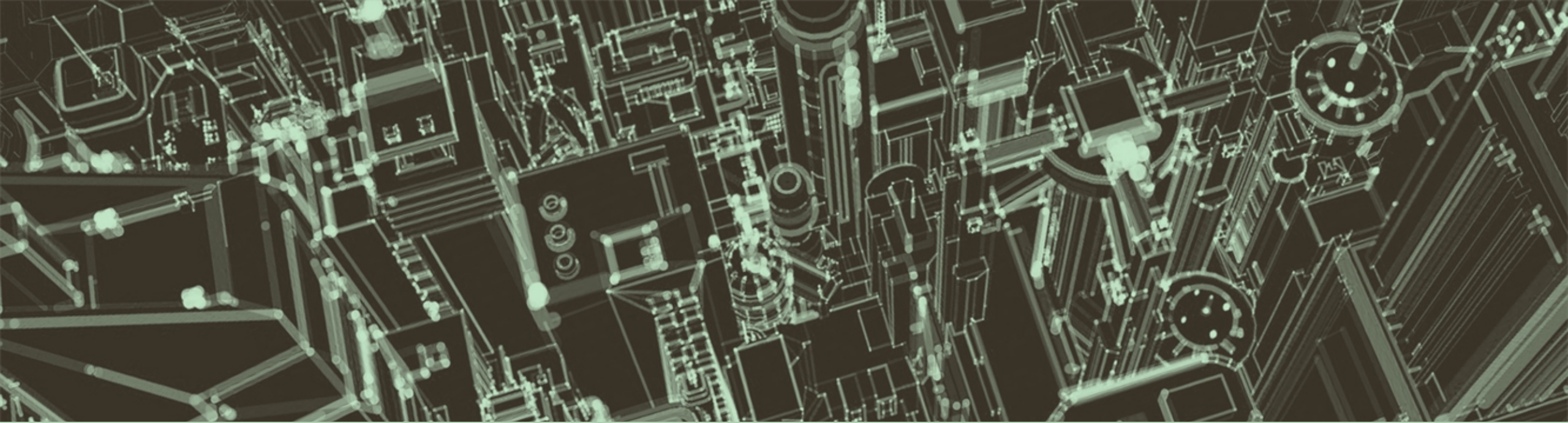
803 W 14th St. as of December 28th, 2023



803 W 14th St. as of January 4th, 2024



January 4, 2024 8:38 AM



Premises Subject to Abatement

An Order of Abatement was issued in respect of these properties.



1610 Cardinal St. as of January 4th, 2024

- The occupants of the property attended the hearing in person and committed to cleaning up the property within two weeks.
- They were made aware that the Order would become final after 30 days.
- They were also able to establish a relationship with the Code Enforcement Officer working this property.



508 Sunset Blvd. as of January 4th, 2024

- The owner of the property attended the hearing in person and committed to cleaning up the property by the 1st of February.
- He was made aware that the Order would become final after 30 days.
- The owner was also able to establish a relationship with the Code Enforcement Officer working this property.



1008 E 12th St. as of January 4th, 2024



1409 Settles St. as of January 4th, 2024



1502 Chickasaw St. as of January 4th, 2024

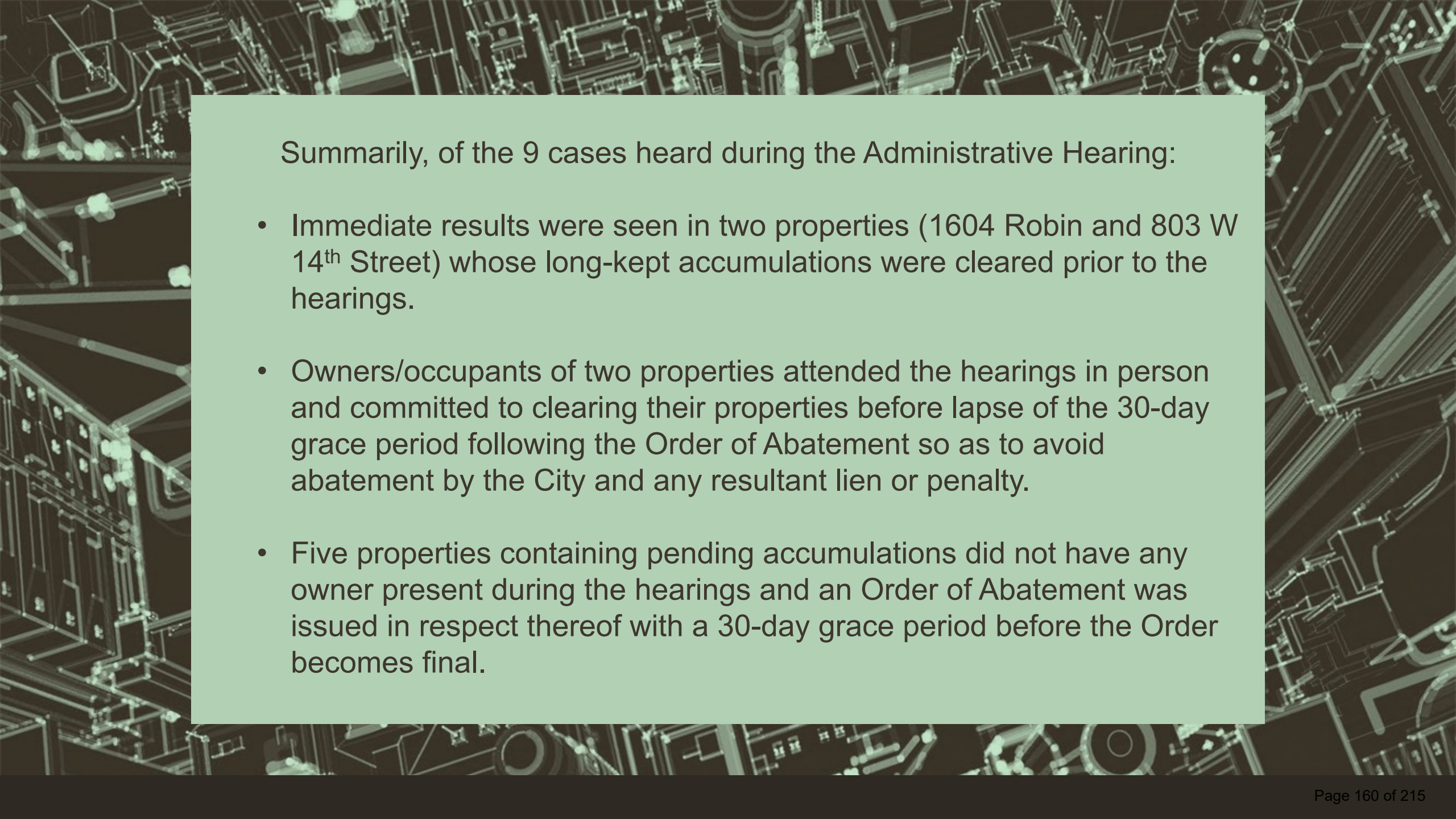


1612 State St. as of January 4th, 2024



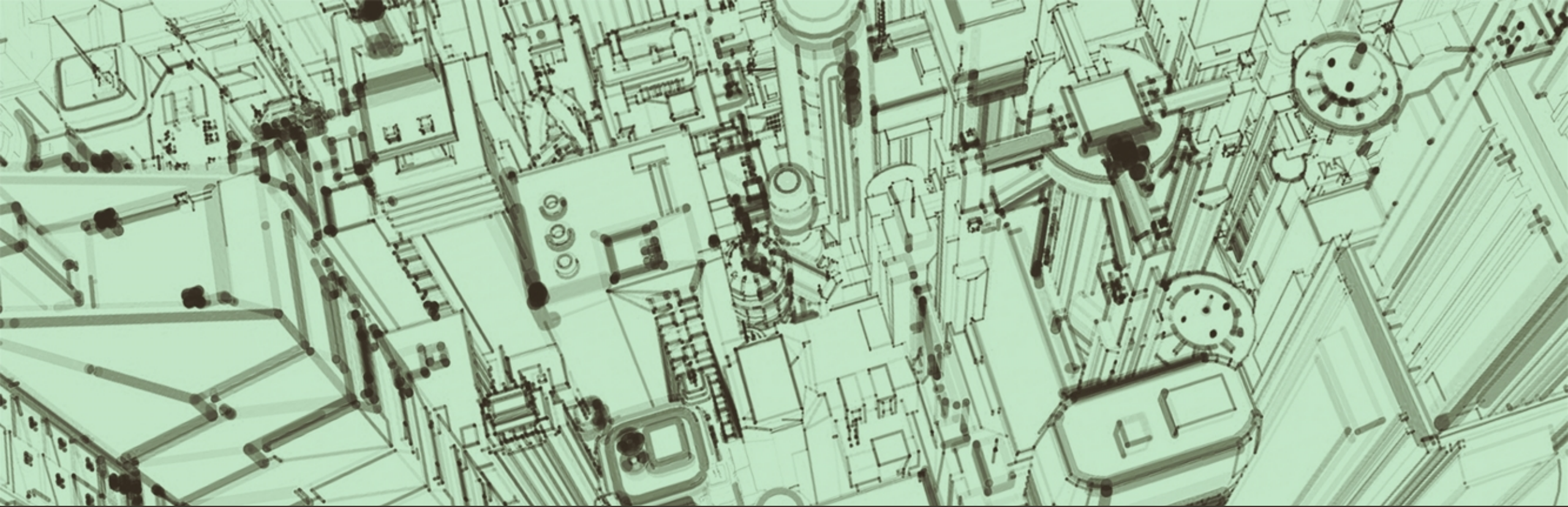
805 E 18th St. as of January 4th, 2024





Summarily, of the 9 cases heard during the Administrative Hearing:

- Immediate results were seen in two properties (1604 Robin and 803 W 14th Street) whose long-kept accumulations were cleared prior to the hearings.
- Owners/occupants of two properties attended the hearings in person and committed to clearing their properties before lapse of the 30-day grace period following the Order of Abatement so as to avoid abatement by the City and any resultant lien or penalty.
- Five properties containing pending accumulations did not have any owner present during the hearings and an Order of Abatement was issued in respect thereof with a 30-day grace period before the Order becomes final.



Thank you!



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

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

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

Pastor Chance Nichols, Christ Fellowship Church, gave the invocation.

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

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

Public Comment

Public Comment

Mayor Moore recognized and welcomed the new Chick Fil A owners, Mark and Katie Moyle. Mayor Moore also encouraged citizens to shop Big Spring.

Announcements, Presentations and Public Hearings

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

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins
NAYS: None**

MOTION PASSED

Each public hearing listed below regarding the abatement were presented to the Council with an abatement order and pictures. The following citizens spoke regarding the listed properties:

**Eddie Garza and Scott Emerson - 1601 Young St.
Martina Pina - 1210 Lloyd St.**

Presentation - A1024 Section 3 Presentation to Local Community for CDV21-0164 TxCDBG Project

Chelsey Baldivia, South Plains Association of Governments (SPAG), presented an update to the Council on the above captioned project.

**PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1601 YOUNG ST, BIG SPRING, TEXAS 79720 - LEGAL
DESCRIPTION: LTS 6-7 BK 2 MORNINGSIDE 200X107 840 BLK/TRACT 321S 0.491
ACRES ACQ 12272017 - OWNER: IDA FISHER**

MOTION WAS MADE BY Mayor Moore to take no action on the above listed property (1601 Young St.) at this time, seconded by Council Member McDonald.

**YEAS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, 6
Council Member Hughes, Council Member McDonald, Council Member 0
Tompkins
NAYS: None**

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 510 ABRAMS ST, BIG SPRING, TEXAS 79720 - LEGAL

DESCRIPTION: LT 6 BK 16 EARLES 50X130 659 BLK/TRACT 16 0.149 ACRES -
OWNER: SENaida ARMENDAREZ & BLAS ARMENDAREZ JR

MOTION WAS MADE BY Mayor Moore to abate the 2 back properties at the above captioned address (510 Abrams St.), seconded by Mayor Pro Tem Ornelas.

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

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of
Public Nuisance, at 1210 LLOYD ST, BIG SPRING, TEXAS 79720 - LEGAL
DESCRIPTION: LT 5 BK 5 STANFORD PARK (52X116) 832 ACQ 101112 0.138
ACRES - OWNER: MARTINA PINA

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the above captioned property (1210 Lloyd St.), seconded by Council Member Yanez.

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

NAYS: None

MOTION PASSED

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

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

NAYS: None

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 6 - Dec. 20th
- City Holidays - Christmas - December 25th & 26th & New Years Day - January 1st
- Sanitation Schedule for the Holidays
- Leadership Class Project - Jefferson Park

Todd Darden, City Manager, reported on the above captioned items.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of November 28, 2023.

Final 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

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

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

NAYS: None

MOTION PASSED

Vouchers

Vouchers for 11/30/23 \$ 621,266.33
Drafts \$ 868.698.79

Council Member Tompkins reviewed the above captioned vouchers.

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

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

NAYS: None

MOTION PASSED

Vouchers for 12/07/23 \$ 506,464.61

The above captioned vouchers were not reviewed and will be moved to the next meeting on January 9, 2024.

Bids

Consideration and Possible Action on Awarding a Bid for the Runnels Street Water Line Replacements Project Funded through the Texas Department of Agriculture (TDA-CDV21-0164) and Authorizing the City Manager or His Designee to Execute any Necessary Documents

After a brief discussion,

MOTION WAS MADE BY Mayor Moore to move the above captioned item to the next meeting on January 9, 2024, seconded by Council Member McDonald.

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

NAYS: None

MOTION PASSED

New Business

City Manager Reappointment to the Civil Service Appointment - Raul Marquez Jr.

MOTION WAS MADE BY Council Member Tompkins to approve the City Manager's reappointment of Raul Marquez Jr. to the Civil Service Board, seconded by Council Member McDonald.

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

NAYS: None

MOTION PASSED

Considering and Possible Action Authorizing Event Funding Request from CVB for Together Trail Race

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

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

NAYS: None

MOTION PASSED

Discussion Concerning Ordinances Related to Boarding up Broken Windows.

After a brief discussion and several suggestions to repeal this ordinance, Mayor Moore recommended that the staff seek input from property owners to come up with ideas on how to resolve the issue of boarding up broken windows.

First Reading of an Ordinance Annexing the Hereinafter Described Territory Including a Certain 11.06 Acre Tract at an Address Commonly Known as 1801 West I-20 to the City of Big Spring, Howard County, Texas, and Extending the Boundary Limits of Said City so as to Include Said Hereinafter Described Property Within Said City Limits, and Granting to all the Inhabitants of Said Property all the Rights and Privileges of Other Citizens and Binding Said Inhabitants by all of the Acts, Ordinances, Resolutions, and Regulations of Said City; and Adopting a Service Plan or Agreement; 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 Hughes to approve the above captioned ordinance, seconded by Council Member Tompkins.

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

NAYS: None

MOTION PASSED

Adjourn

Mayor Moore adjourned the City Council meeting at 6:43 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 6:00 PM, December 12, 2023, with the following members present in person:

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

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 6:50 p.m.

Public Comment

Public Comment

Consent Items

Final Reading of an Ordinance Annexing the Hereinafter Described Territory Including a

Certain 11.06 Acre Tract at an Address Commonly Known as 1801 West I-20 to the City of Big Spring, Howard County, Texas, and Extending the Boundary Limits of Said City so as to Include Said Hereinafter Described Property Within Said City Limits, and Granting to all the Inhabitants of Said Property all the Rights and Privileges of Other Citizens and Binding Said Inhabitants by all of the Acts, Ordinances, Resolutions, and Regulations of Said City; and Adopting a Service Plan or Agreement; 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 Hughes to approve the second and final reading of the above captioned ordinance, seconded by Council Member McDonald.

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

NAYS: None

MOTION PASSED

Council Input

Input

All Council Members wished everyone a Merry Christmas.

Mayor Pro Tem Ornelas would like some door hangers for the large item pickup for his district and reported several intersections with no stop signs.

Council Member Yanez reported several concerns regarding the water office and some training issues.

Council Member Tompkins announced that the city was going to have another e-waste day in January and would like to have a report from the Animal Coordinator.

Mayor Moore thanked staff and council for work and sacrifice they have made this past year.

Adjourn

Mayor Moore adjourned the City Council meeting at 7:01 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
October 19, 2023**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, October 19, 2023 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Shane Schaffner Russ Rutledge Robert Miller
Steven Boatenhamer Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera Mark Willis

Absent: Adriel Saldivar

Item # 1

Call to Order

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

Item # 2

Review and approve minutes from September 21, 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

Public Comment

There were no public comments at this time.

Item # 4

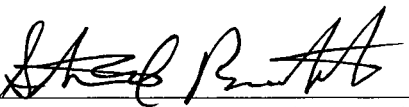
Airport Director's Report

Mike first discussed the duties and operations of Jvation who is the consultant that was hired by the City. A stakeholder meeting and presentation by Jvation will take place next month after the Aviation Advisory Board meeting. Mike then explained the current airport classification and what needs to be done to extend runway 17/35 and maximize the weight bearing capability. He then went on to discuss to the board that the Airport is an enterprise fund. Which means “what we make is what we spend.” The next item discussed was the FBO operations and duties so that the board can get a better understanding of what a fixed base operator means. He then briefly discussed potential prospects interested in airpark property. Mike also explained the TxDot RAMP Grant which is currently a 50/50 cost share that will change to a 90/10 cost share this upcoming fiscal year.

Item # 5

Next Meeting Date is November 16, 2023

Adjournment: 7:00 P.M.



Approved by Steven Boatenhamer, Chairman

16 NOV 23
Date



INTEGRITY
EXCELLENCE
TRUST

December 7, 2023

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

Re: TDA-CDV21-0164
Runnels Street Water Line Replacement
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Medina:

On November 29, 2023, the City of Big Spring received bids for the Runnels Street Water Line Replacements project funded through the Texas Department of Agriculture. Three bids were received for this project. However, one bidder rescinded their bid claiming that they did not clearly understand the scope of the project when they submitted their bid. A bid tabulation sheet summarizing the two remaining bids is included as an attachment to this letter. The bid tabulation included a base bid and a deductible alternate bid. The deductible alternate bid was included to provide the City Council flexibility when awarding the bid. If the deductible alternate bid is also awarded, then the base bid would be reduced by that amount.

The low total base bid was \$530,000.00 submitted by Whitewater Construction, Inc. out of Waco, Texas. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, it is recommended that the contract be awarded to Whitewater Construction for the total amount of \$530,000.00. However, the City could alternatively choose to award the contract with the deductible alternate, which would lower the contract amount to \$394,940.00. If the City Council agrees with the recommendation to award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kirt Harle'.

Kirt Harle, P.E.

JACOB | MARTIN



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

City of Big Spring
Runnels St. Water Line Replacement
Bid Date: November 29, 2023
JM Project Number: 21204
TDA-CDBG Number: CDV21-0214
Bid Tabulation



Engineer: Jacob & Martin, LLC
Abilene, Texas

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

Whitewater Construction, Inc.		Brett Construction Company	
6632 Old Mexia Road		2007 NCR 1120	
Waco, TX 76705		Midland, TX 79706	
	Total		Total
	\$ 530,000.00		\$ 664,120.00

DEDUCTIBLE ALTERNATE BID

			Total		Total
	<u>TOTAL DEDUCTIBLE ALTERNATE BID (ITEMS D1-D9)</u>		\$ 135,060.00		\$ 167,235.00

(*) - Extension Error

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

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

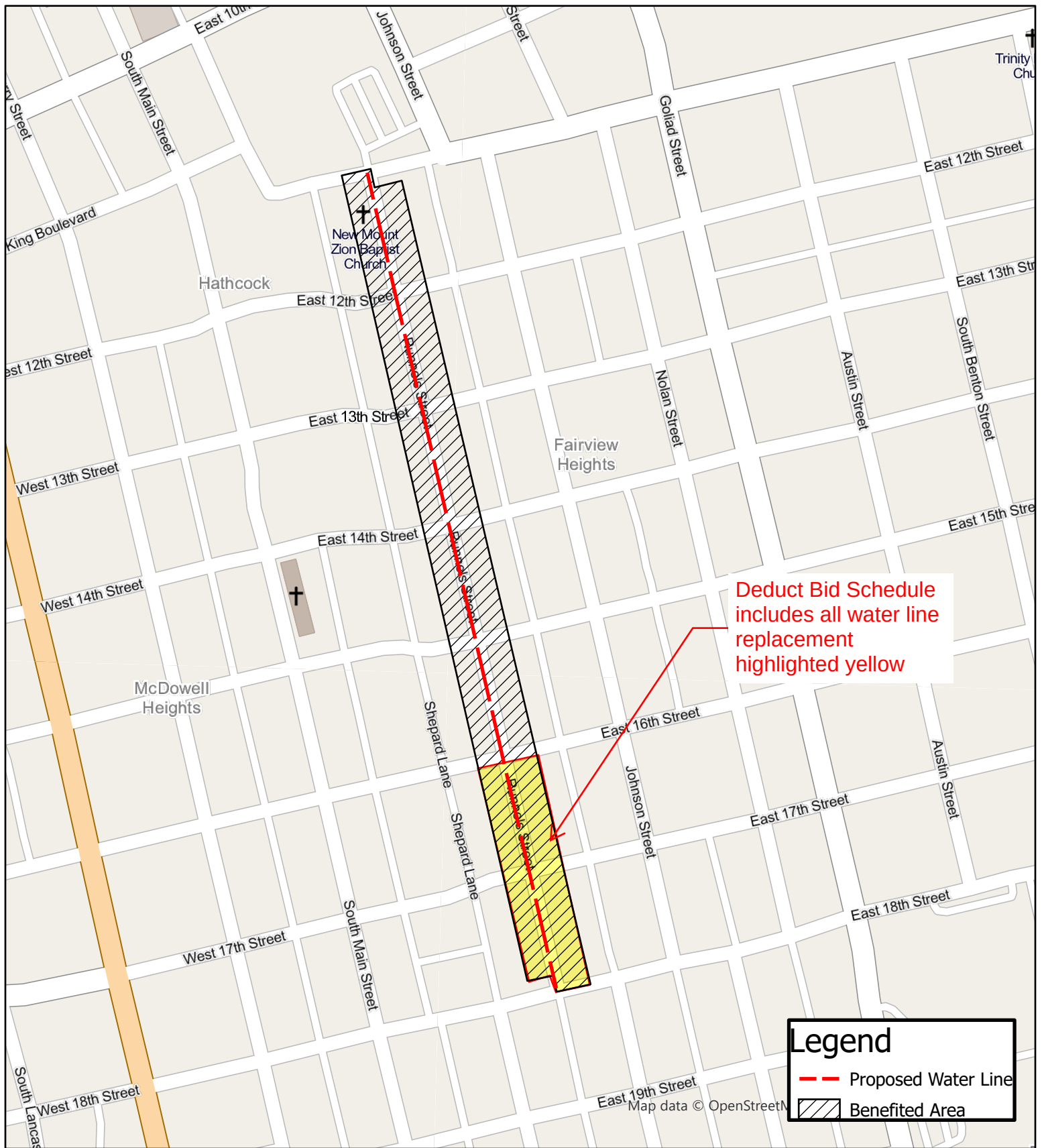
Whitewater Construction, Inc.	Brett Construction Company
6632 Old Mexia Road	2007 NCR 1120
Waco, TX 76705	Midland, TX 79706

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Mobilization, Bonds, and Insurance	1	LS	\$ 8,800.00	\$ 8,800.00	\$ 26,500.00	\$ 26,500.00
2	6" DR18 C900 PVC Water Line	2600	LF	\$ 63.00	\$ 163,800.00	\$ 82.00	\$ 213,200.00
3	6" Gate Valve and Box	16	EA	\$ 2,580.00	\$ 41,280.00	\$ 2,000.00	\$ 32,000.00
4	6" Water Line Connection	3	EA	\$ 2,200.00	\$ 6,600.00	\$ 1,500.00	\$ 4,500.00
5	12" Water Line Connection w/ 12" X 6" Tapping Sleeve and 6" Tapping Valve and Valve Box	2	EA	\$ 7,370.00	\$ 14,740.00	\$ 10,000.00	\$ 20,000.00
6	6" Fire Hydrant	4	EA	\$ 8,700.00	\$ 34,800.00	\$ 7,500.00	\$ 30,000.00
7	Remove and Dispose Existing Fire Hydrant	1	EA	\$ 100.00	\$ 100.00	\$ 3,500.00	\$ 3,500.00
8	Remove and Dispose Existing Valve Box	8	EA	\$ 25.00	\$ 200.00	\$ 1,200.00	\$ 9,600.00
9	Long Side Meter Reconnect	32	EA	\$ 2,600.00	\$ 83,200.00	\$ 1,800.00	\$ 57,600.00
10	Short Side Meter Reconnect	32	EA	\$ 1,750.00	\$ 56,000.00	\$ 1,300.00	\$ 41,600.00
11	Cut and Cap Existing 4" Water Line	4	EA	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00
12	Metal Detectable Tape	3880	LF	\$ 1.00	\$ 3,880.00	\$ 0.50	\$ 1,940.00
13	Pavement Repair	2600	LF	\$ 33.00	\$ 85,800.00	\$ 62.00	\$ 161,200.00
14	Pavement Repair - Service Line Replacement	960	LF	\$ 30.00	\$ 28,800.00	\$ 63.00	\$ 60,480.00
TOTAL BASE BID (Items 1 - 14)					\$ 530,000.00		\$ 664,120.00

DEDUCTIBLE ALTERNATE BID

Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
D1	6" DR18 C900 PVC Water Line	720	LF	\$ 63.00	\$ 45,360.00	\$ 82.00	\$ 59,040.00
D2	6" Gate Valve and Box	4	EA	\$ 2,580.00	\$ 10,320.00	\$ 2,000.00	\$ 8,000.00
D3	6" Fire Hydrant	1	EA	\$ 8,700.00	\$ 8,700.00	\$ 7,500.00	\$ 7,500.00
D4	Long Side Meter Reconnect	9	EA	\$ 2,600.00	\$ 23,400.00	\$ 1,800.00	\$ 16,200.00
D5	Short Side Meter Reconnect	8	EA	\$ 1,750.00	\$ 14,000.00	\$ 1,300.00	\$ 10,400.00
D6	Cut and Cap Existing 4" Water Line	1	EA	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
D7	Metal Detectable Tape	1,070	LF	\$ 1.00	\$ 1,070.00	\$ 1.00	\$ 1,070.00
D8	Pavement Repair	720	LF	\$ 33.00	\$ 23,760.00	\$ 65.00	\$ 46,800.00
D9	Pavement Repair - Service Line Replacement	265	LF	\$ 30.00	\$ 7,950.00	\$ 65.00	\$ 17,225.00
TOTAL DEDUCTIBLE ALTERNATE BID (ITEMS D1-D9)					\$ 135,060.00		\$ 167,235.00

(*) - Extension Error



City of Big Spring
Water System Improvements
TX 2021/22 TDA - CDBG Application
Project Map



0 200 400 800



Feet





COMMUNITY SERVICES MEMO

Date: 01/09/2024
To: Mayor and City Council
Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: Broughton Foundation Donation-Russ McEwen Family Aquatic Center

In December 2023 the Broughton Foundation graciously donated \$250,000 to the City of Big Spring specifically for upgrades to the Russ McEwen Family Aquatic Center.

We are asking that City Council accept the donation so that we can continue to upgrade the Russ McEwen Family Aquatic Center and continue to make it a premiere family fun facility in the area.

Big Spring Fire Department

Memorandum

To: Todd Darden, Tami Davis, Sandy Smith

From: Fire Chief Jay Holt

Date: January 2, 2024

On December 15th 2023, Big Spring Fire department was presented with a check donation in the amount of \$25,000.00 from Oxy. The donation is for the purchase of new SCBA equipment for the department. Big Spring Fire department would like to say thank you to Oxy for their generous support of the department.

CITY OF
Big Spring

MEMORANDUM

Date: January 4, 2024

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

From: Mike Feeley A.A.E., Airport Director

Re: Consideration for a budget amendment appropriating funds from existing fund balance to the operating budget for the purpose of establishing a new line of business within the Airpark Budget

Background: This Budget Amendment is associated with staff's recommendation for the City of Big Spring to operate the Fixed Base Operations (FBO) functions at McMahon-Wrinkle Airport that were previously performed by Lonestar Aviation MNX West LLC.

Consistent with the Information Sharing communication staff provided City Council on December 15, 2023, staff, with the City Manager's concurrence, has been operating the Self-Serve Fueling Operations at the airport in connection with the fuel provider Avfuel. Staff received and considered two proposals for the FBO, which are included for your review. Staff requested a Business Plan, pro-forma, and relevant experience from each of the proponents. As stated in the communication shared with the City Council on December 15, 2023, staff were also considering an approach whereby the city would retain the FBO Operations.

Staff has contracted with BASCO Fuel Services out of Dallas to conduct a full inspection on the City's Fuel Farm to ensure the proper filters are in place and establish a baseline for the record keeping since Lonestar did not return our inspection records from previous years inspections.

Staff completed an internal review of the historical fuels sales data using information provided by Avfuel for the last five (5) years and projected future sales based on the 5-year average using the current price being offered by Avfuel.

Annual Fuel Sales By Type											
2018		2019		2020		2021		\$ 2,022.00		2023	
Type	Gallons	Type	Gallons	Type	Gallons	Type	Gallons	Type	Gallons	Type	Gallons
Avgas	25,209	Avgas	24,329	Avgas	17,059	Avgas	19,136	Avgas	20,849	Avgas	22,331
Jet A	65,267	Jet A	70,450	Jet A	115,119	Jet A	73,417	Jet A	70,727	Jet A	69,897
Total	90,476	Total	94,779	Total	132,178	Total	92,553	Total	91,576	Total	92,228
Expenses											
Fuel Purchase Expense Based On Average Sales By Type Over Last 5 Years											
100 LL	5 Year Average Sales	25,782.60	Jet "A"	5 Year Average Sales	92,975.40	23 Price 100LL	\$ 4.13	23 Price Jet A	\$ 3.04		
Purchase	100LL	\$ 4.13	\$ 106,482.14	Jet "A"	\$ 3.04	\$ 282,645.22	Total Estimated Annual Purchase Price:				\$ 389,127.35

Staff also requested and received quotes for leasing fuel trucks from Avfuel for providing the services, which would be maintained by Avfuel as well.

Lease On Fuel Trucks 1000 Gallon 100LL and 3000 Gallon Jet A						
Type Of Truck	Monthly	Annually	Type Of Truck	Monthly	Annually	Annual Expense
750 Gallon 100LL Truck	\$ 900.00	\$ 10,800.00	3000 Gallon Jet A Truck	\$ 1,300.00	\$ 15,600.00	Total: \$ 26,400.00

Staff completed a Market Survey from the region for self- and full-service fuel by type.

Market Service Area Average Fuel Prices										
Type Fuel	Full/Self	Lamesa	Snyder	Sweet Water	Odessa	Midland 1	Andrews	Big Lake	Midland 2	Average
100LL	FS		\$ 4.98	\$ 5.50	\$ 6.67	\$ 6.60		\$ 4.80	\$ 6.67	\$ 5.87
	SS	\$ 4.60		\$ 5.50	\$ 5.71		\$ 5.88		\$ 5.71	\$ 5.48
Jet A	FS		\$ 4.60	\$ 4.50	\$ 5.33	\$ 5.40	\$ 4.74		\$ 5.33	\$ 4.98
	SS	\$ 4.30		\$ 4.50			\$ 4.49			\$ 4.43

Using the average fuel prices for both self-serve and full serve derived from the Market Survey, staff determined the number of gallons sold at our airport by self-serve and full-serve and determined the potential fuel sales revenue for a one-year period.

Fuel Sales Revenue Adjusted Using Market Survey										
100LL	Full Service	\$ 5.87	12,891.30	\$ 75,671.93			Total Sales \$	\$607,288.29	Additional Expenses	
100LL	Self Service	\$ 5.48	12,891.30	\$ 70,644.32			Fuel Expense	\$389,127.35	Customer Service Clerk	\$ 43,654.00
Jet A	Full Service	\$ 4.98	89,256.38	\$444,496.79			Gross Profit	\$218,160.93	Tow Tractor	\$ 25,000.00
Jet A	Self Service	\$ 4.43	3,719.0	\$ 16,475.24			Net Profit	\$123,106.93	Truck Lease	\$ 26,400.00
								Total:	\$ 95,054.00	

Those fuel sales less the additional expenses identified in the exercise resulted in staff determining that the city could realize a net profit of \$123,106.93. Staff are proposing to use existing staff plus the addition of one (1) Customer Service Clerk to staff the Customer Service Counter in the Airport Terminal Building.

After completing this exercise staff recommended that the City Manager consider adding an additional line of business to the Airpark Budget retaining the FBO Services since the expenses associated with the operation could be offset by the expected new revenue stream. If the city retains the FBO Operations in accordance with the airport assurances the city could exercise its right to being the exclusive operator of those services ensuring the promotion and development of the airport, much like is being done at Andrews Airport by Andrews County.

Staff is requesting consideration for the following appropriation for operating this new line of business at the airpark. As part of the negotiations with Lonestar MNX West LLC with the City Manager's concurrence staff agreed to purchase their remaining inventory from the fuel farm at cost. In addition, due to low levels of 100LL staff was authorized to purchase an additional three thousand gallons of 100LL. Those expenses are included in this appropriation. Note the 9-month estimate including the one-time capital outlay is offset by the 9-month estimate for projected revenues.

Requested Appropriation for Remaining 9 Months of Fiscal Year				Revenue
Fuel Purchases	Truck Lease	New Staff	Capital Outlay	9 Month Est
\$ 291,845.52	\$ 19,800.00	\$ 32,740.50	\$ 25,000.00	\$ 455,466.22
\$ 24,824.62	Lonestar Inventory		\$ 406,600.64	Rev Less Exp
\$ 12,390.00	3000 Gallons 100LL		Net Profit:	\$ 48,865.58
\$ 329,060.14	Total Appropriation:		\$ 406,600.64	

Staff is negotiating with True North Aero LLC for the operation of a maintenance facility using the hangar previously operated by Lonestar Aviation MNX West LLC. If successful in those negotiations staff is proposing in collaboration with True North Aero LLC whereby, they would provide ground handling services for the airport customers to include towing and storage of aircraft as well as the provision of maintenance services.

Staff have proposed that subject to City Council approval of this new opportunity that we piggyback the existing contract with Avfuel for a period of up to one (1) year and then bid on the services, which would avert a disruption of services. The City Attorney's Office is negotiating that effort with Avfuel.

True North Aero LLC

Business Plan

Rodney Davidson, Owner
Created on December 19, 2023

Executive Summary

Service

True North Aero LLC will offer FBO services with competitive fuel, maintenance, and additional services to draw aviation traffic to the McMahon-Wrinkle airport. We will continue to work with the Airport director to ensure the business operations align with the development needs and expectations of the overall airport strategy.

Customers

The target audience for True North Aero LLC is local and near regional aircraft and pilots. We aim to serve those looking for the best fuel price as well as those in need of off field maintenance options at nearby regional airports that currently lack the necessary facilities.

Future of the Company

Although the FBO will start off as a Tier 3 operation, True North Aero LLC intends to expand and grow as the KBPG – McMahon-Wrinkle Airport continues to expand and develop. The future intention is either Tier 2 or Tier 1 operations. The FBO location will serve as a corporate office for regional expansion of True North Aero LLC - FBO services.

Company Description

Mission Statement

To operate a Tier 3 FBO – Fix Based Operation -- with maintenance and fuel for KBPG airport.

Principal Members

Rodney Davidson — owner

Andrea Davidson — manager/bookkeeper

Rodney Patridge — IA/A&P

Grant Davidson — Commercial Pilot/AGI – Advanced ground instructor

Legal Structure

True North Aero LLC

Market Research

Industry

In the FBO Industry there are three levels of operation available. Tier 1 requires more than \$25 million in revenue, Tier 2 is \$10-25 million, and Tier 3 operates with less than \$10 million in revenue.

Given the current size of operation at McMahon-Wrinkle Airport the initial services offered by the FBO will reflect the scale of business done in Big Spring. Opportunity exists for creating a competitive advantage by focusing on offering a high level of service for customers at a lower cost than other airports in the area.

The Tier 3 FBO industry is a cost effective and lean operation. Future expansion of FBO services is contingent upon development of additional niches such as avionics sales and service, engine exchange rebuild program, aircraft refurbishing and reselling, etc.

Detailed Description of Customers

There are two customer markets for the FBO at McMahon-Wrinkle Airport. The first are existing customers with aircraft on the field who wish to continue to use the airport for storing aircraft and routine maintenance. The second market are those in the area who are not yet customers who are seeking the best price to continue flying their aircraft.

To expand the customer base, the FBO will offer competitive rates for fuel and standard/unique repair services. Additional aircraft storage can be created to draw in new clients to the airfield.

Company Advantages

True North Aero LLC has the following advantages compared to competitors:

- Understanding of past airfield practices and future development plans.
- Experienced aircraft maintenance personnel.
- Comprehensive knowledge of necessary operational requirements and challenges.
- Willingness to explore unique markets to encourage clientele to KBPG
- High-quality, interactive website.

Regulations

True North Aero LLC must abide by all laws, rules, regulations, guidelines, terms, and conditions of the airport owner, the Texas Department of Agriculture, the Environmental Protection Agency, the National Fire Protection Association, the local and State fire marshals, the Texas Department of Transportation, the Federal Aviation Administration, and any other applicable agencies in regard to the use and storage of pesticides, or other dangerous chemicals, the storage and dispensing of aircraft fuel, the storage, dispensing, and disposal of engine oil, the maintenance and upkeep of the airport facilities, the operation of the FBO's business, and the general safety and operation of the airport.

Service Line

Service

True North Aero LLC will provide appropriate services for a Tier 3 FBO operations at KBPG. These services include the following:

- Full Line-services (Fuel)
- Facility & Hangar
- Piston/Turboprop/Maintenance & Parts
- Piston/Turboprop/Aircraft Charter
- Flight School (aircraft rental and flight training)
- Avionics installation/repair services
- T-Hangar rentals with space to accommodate small twin aircraft.
- Engine repair/rebuild shop with customer looking for exchange engine service.
- Traveling A&P repair trailer – service for remote locations with aircraft needing maintenance and unable to relocate to KBPG field.
- Refurbish/return to flying those aircraft insurance deemed totaled.

All services may or may not be available initially on day one startup. All services listed are part of the overall business plan.

The tentative timeline for business operations is as follows:

- 0-30 Days: Aircraft maintenance operations including sufficient hanger space to operate a maintenance shop and to expand to FBO operations.
- 30-120 Days: Full approval for FBO operations. All required state paperwork filings completed. Fuel trucks and weekend service operational.
- 1-3 Years: Explore development of an avionics division with sales and service for GA and small-corporate turboprop platforms. Additional T-hanger space for single engine aircraft as well as storage facilities for multi-engine aircraft.
- 3-5 Years: Aircraft refurbishing and aircraft sales for single and multi-engine aircraft.
- 5+ Years: Explore expansion of FBO operations to other airports in the region, developing a multi-airport FBO operation.

Pricing Structure

True North Aero LLC will offer its products based on the following price rates:

- Price of fuel will be based on the delivered fuel average cost plus a to be calculated percentage based on fuel purchased volumes plus aircraft location (local/transient) –i.e. a sliding scale metric.
- Maintenance flat rate for A&P - \$125/hour
- Maintenance flat rate for IA - \$140/hour – only billed for required IA work.
- Other items and more detailed pricing structure to be determined at time of operational startup.

Marketing & Sales

Growth Strategy

To grow the company, True North Aero LLC will do the following:

- Provide retail fuel sales at a competitive regional price and provide special pricing to field located aircraft.
- As business grows, generate more field and transient repair services through yearly annuals and advertising in target regional markets.
- Expand by creating an Avionics shop for sales and service.
- Explore engine refurbish/exchange/repair shop.
- Return to flying operation aircraft insurance deemed totaled, aged, or neglected over the years.

Communicate with the Customer

True North Aero LLC will communicate with its customers by:

- Providing an annual or biannual email newsletter with company news, product information, and current services. Volume will increase as business expands.
- Providing updated sales and services along with contact information on the company website.
- Using targeted aviation news advertisements.
- Utilizing social media platforms such as Instagram, YouTube, and LinkedIn.

How to Sell

At present, sales will start with promotional work for aircraft on the field to better develop and maintain the pre-existing customer base. Later, a marketing strategy will be developed to reach other clients at airport locations without maintenance services. Fuel pricing will be structured to make McMahon-Wrinkle airport attractive to the transient aircraft with plans to further develop this relationship. Other events will be held to make the McMahon-Wrinkle airport an intentional out of the way stop.

December 26, 2023

To: Mike Feeley - Airport Director, Big Spring, Texas

From: Len Hobbs

Subj: White Paper – Thoughts and objectives for operating an FBO and a Part 145 Repair Station

I believe, and submit, that operating a general aviation FBO can be profitable, and sustainable, **provided** professional, enthusiastic and forward thinking management is installed - AND – are present daily. The management of an FBO 'should be' the 'face' of the airport - representing the airport, an ambassador and a problem solver.

Further, I believe, an FBO can be operated **without** an associated maintenance facility; however, even though IT CAN BE DONE...it should not be done that way. An associated maintenance shop – PREFERABLY a certificated Part 145 Repair Station - adds *immense* value added credibility, and revenue, to any FBO; and both business units benefit from the synchronicity with the other unit.

Len Hobbs is an aircraft maintenance professional. Experience includes rotorcraft, commercial jets, corporate jets, all general aviation piston engines, airframes, paint, modifications, STC's, inspections and repairs, operations, performance upgrades and warbird restorations.

Equally extensive experience includes managing large Part 145 Repair Stations – AMR Corp., Little Rock and Abilene; Dee Howard – San Antonio; SabreTech – Miami, Amarillo and Phoenix; Piedmont-Hawthorne – Harrisburg, PA and Greenville, SC. Hobbs also created **Vulcanaire**, a commercial line maintenance company in San Antonio which performed exclusive line maintenance for all the major carriers at San Antonio International.

Hobbs believes that several, properly managed, small, maintenance shops – NETWORKED - under a 'parent' aviation company can be very profitable. The associated FBO operations will supplement that revenue stream.

Hobbs founded a Texas based holding company; **NOVAN Aviation Group**, LLC in 2016.

Currently, Hobbs is under contract with the City of Sweetwater, Texas to operate the FBO and a Maintenance Shop at Avenger Field. The FBO operates under the name of **TexasWest Flight Support**, and the MX shop **NOVAN Aircraft Maintenance** operate as separate business units of **NOVAN Aviation Group**.

The fully developed business plan focuses on GROWTH, EXPANSION and REVENUE.

Hobbs spent more than 6 years trying to secure space and possibly purchase of Lone Star Aviation on the McMahon-Wrinkle Airpark (airport). It was determined that Big Spring was an ideal location to launch the business. It remains that same ideal location, today.

The FBO at *Sweetwater* became available in July of 2023, a formal proposal was submitted to the City of Sweetwater and '**NOVAN**' was awarded a five-year contract to operate a **privately owned** FBO and a MX shop in the adjacent rented, city owned, hangar. The city pays **NOVAN** to staff and manage the FBO, including a fuel flow charge paid to **NOVAN**. 100% of the maintenance shop revenue belongs to **NOVAN**.

Len Hobbs and **TexasWest Flight Support** wants to be in Big Spring.

There are multiple, possible, approaches to achieve that objective.

1. Len Hobbs campaigns for, and wins the award to operate the FBO as **TexasWest Flight Support – Big Spring** as a business unit of **NOVAN Aviation Group, LLC**. The existing FBO in Sweetwater would continue to operate. There would be two FBO operations with 70 statute miles of each other.
2. Len Hobbs campaigns for, and wins the award to operate BOTH...an FBO...and...an aircraft maintenance shop – a mirror of the business operation, currently in Sweetwater.
3. Len Hobbs is willing to seek, and accept, an investor as a 'working partner' or a passive investor to expedite the provisioning and financial maturity of the new location in KPBG. The intent of this approach would be to decrease the time required to grow the businesses past 'break even' revenue and to fund the application and audit processes to achieve CFR Part 145 Repair Station status. Hobbs is confident the success and growth in Big Spring can be achieved *without* investor infused capital, however it will require two years of operational continuity.
4. Len Hobbs is willing to evaluate, almost any, alternate business arrangements which could result in the development and financial success of a first class FBO and aircraft maintenance facility.
5. Len Hobbs is prepared to lead, staff, manage and operate both business units for an investor owner. (I have numerous ideas regarding how that could/would work).
6. The creation of a certificated Part 145 Repair Station is an essential component in the master business plan for **NOVAN Aviation Group, LLC**. Multiple locations, diversified services, specialized services, concierge services...and a possible, small regional airline operating under CFR Part 135...and possibly under CFR Part 121 (SUPPLEMENTAL)
7. Len Hobbs is prepared to expand into Big Spring.

Len Hobbs envisions all business units are fully professional, properly credentialed, functionally staffed and trained aviation enterprise with the ***continuous*** objective of safe and efficient operations, uniformed and groomed employees, impeccable record keeping for the business(es) and aircraft servicing and maintenance, adherence to the business plan and the milestones inculcated in that plan, situational awareness of the industry, local, statewide and national economies and governmental interaction(s)...and monitoring the DAILY financial metrics of the business in order to sustain profitability and ROI.

REVENUE OBJECTIVE and PROJECTION

Hobbs believes and will defend the following revenue projections for BOTH units:

1. The FBO will be capable of generating \$20K (+) per month after 1 full year of operations (\$240K(+) annually – after year one) and \$30K(+) after year two (\$360K(+) annually). The probability is any projection greater than \$360K annually for this FBO would be imprudent.
2. The maintenance operation will be capable of generating \$30K (+) per month after 1 full year of operations (\$360K (+) annually after year one) and \$50K(+) per month after year two. (\$600K(+) annually)
- 3.

There is desirable and sustainable revenue and profit in all disciplines of aircraft maintenance. Targeting modern, composite airframes and FADEC powerplants would be the marketing strategy in KPBG. Using the Sweetwater shop for older, conventional airplanes will provide the synergy for scaling manpower, parts costs and customer convenience.

This dynamic would be subject to growth, expansion and selecting new locations for customer bases.

Michael P. Feeley

From: Michael P. Feeley
Sent: Friday, December 15, 2023 7:57 PM
To: John Medina; Russell T. Darden; Andrew W. Hagen; Nick Ornelas; Diane Yanez; Cody Hughes; Robert H. Moore; Gloria McDonald; Troy Tompkins; Maury Smith
Cc: Michael P. Feeley
Subject: Information Sharing - Update on Lonestar Aviation MNX West LLC

Mayor and Members of City Council:

I wanted to brief you on today's events related to Lonestar the Fixed Base Operator (FBO) at the airport. As you are aware staff has been working through systemic concerns associated with the services provided by the FBO to include their equipment. The FBO was given notice to mitigate the concerns identified by the external inspection on their operations conducted by BASCO out of Dallas under contract with the airport. Previously Lonestar had asked for an extension related to mitigating those concerns, which staff approved to December 19, 2023. Lonestar did pay their arears rent totaling approximately \$9,900 dollars. Today Lonestar reported that they were closing their operations down and they removed all their equipment from the airport. Staff has issued a Notice to Airmen (NOTAM) with the FAA advising transient aircrews that full-service fuel was not available but self-serve for both Jet "A" and 100LL (Avgas) is available.

Staff has been discussing the FBO with an entity out of Hobbs NM who is interested in providing FBO services on our airport and who made an offer to buy Lonestar from the current owner, which was turned down. Staff has asked for a Proforma, business plan and relevant experience and is awaiting that information. Staff has also been contacted by the FBO Operator out of Sweetwater who may be interested in operating at our airport. Staff will continue those discussions and come forward with a recommendation once a preferred prospect has been identified. The other approach that I have been discussing with the City Manager is for the city to operate the FBO, which we will continue to explore. The city will operate the self serve in connection with AvFuel Corporation in the near term until a solution is identified. Thank you for your time and I hope you have a happy holiday season.

Kindest Regards,

Mike Feeley A.A.E.
Airport Director
McMahon-Wrinkle Airport and Industrial Park

3200 Rickabaugh Dr.
Big Spring, Texas 79720
O: (432) 264-2362

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 INCREASING THE AIRPARK FUND BUDGET FOR THE PURPOSE OF THE AIRPARK DEPARTMENT TO ASSUME THE RESPONSIBILITIES OF A FULL-SERVICE AND A SELF-SERVE AIRCRAFT FUELING OPERATION; 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 increase the Airpark Fund budgeted expenditures and amend the Budget previously approved;

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

SECTION 1. The 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 is hereby increased by a total amount of \$406,600.64 for the purpose of the Airpark Department to assume the responsibilities of a full-service and a self-serve aircraft fueling operation to the following accounts:

410-021-610-6404-000 (Heavy Equipment-Tow Tractor)	\$ 25,000.00
410-070-610-5710-064 (Leases-Jet A Truck)	\$ 26,400.00
410-021-610-5010-000 – 5085-000 (Salaries-Staff Increase)	\$ 43,654.00
410-1400-000 (Inventory-Fuel for Re-sale)	<u>\$311,546.64</u>
Total Amount	\$406,600.64

The net increase will be funded through the fund balance.

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 9th day of **January, 2024** 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 23rd day of **January, 2024** 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

CITY OF BIG SPRING PIPELINE RIGHT OF WAY LICENSE AGREEMENT #5

CITY OF BIG SPRING, TEXAS, a home-rule municipal corporation

Representative: Todd Darden, City Manager
Phone: 432-264-2401
E-mail: tdarden@mybigspring.com

Mailing Address: 310 Nolan Street
ATTN: Todd Darden, City Manager
Big Spring, TX 79720

ONEOK WEST TEXAS NGL PIPELINE, L.L.C., a Delaware limited liability company

Representative: Name: _____
Phone: _____
E-mail: _____

Mailing Address: 100 West Fifth St,
Attn: Real Estate Services
Tulsa, OK 74103

Property: See Exhibits A, B, and C attached hereto and incorporated herein for all purposes.

Consideration: The sum of Ten and No/100 dollars (\$10.00) and other good and valuable consideration.

W I T N E S S E T H:

For and in consideration of the execution of this License Agreement and the mutual promises and covenants of the parties hereto, it is mutually promised, understood and agreed as follows:

I. Term

A. LICENSE GENERALLY

ONEOK West Texas NGL Pipeline, L.L.C. ("Licensee") desires use of certain property owned by the City of Big Spring, Texas ("Licensor") in Howard County, Texas, stated more particularly in Exhibit C (the "Property"), for the purpose of installation of a pipeline, the initial survey of which is put forth in Exhibit A, and according to terms and conditions. Licensee acknowledges and agrees that it must obtain a license in order to use the public lands of Licensor.

Licensor and Licensee execute this City of Big Spring Pipeline Right of Way License

Agreement #5 (“License Agreement” or “License” or “Agreement”) on this ____ day of _____, _____ with the condition precedents that: (1) the “City of Big Spring Pipeline Right of Way Fee Agreement #5” (“Fee Agreement”) between Licensee and Licensors is executed; and (2) the “Initial Term Fee” as defined in the Fee Agreement is paid by Licensee and received by Licensors.

This License Agreement shall go into effect immediately upon the Commencement Date.

The “Commencement Date” is the last occurring of the following: the date of execution by both parties of the License Agreement; the date of execution by both parties of the the Fee Agreement; and receipt of payment by Licensee to Licensors of the Initial Term Fee.

B. TERM.

The term of this Agreement (the “Initial Term”) commences on the Commencement Date and continues thereafter for a period of ten (10) years, unless and until sooner terminated as provided in Section I(C) and subject to renewals as provided below In consideration for the Initial Term, Licensee agrees to pay Licensors the “Initial Term Fee” as defined in the Fee Agreement.

C. RENEWAL.

Licensee may renew this Agreement for four (4) additional ten (10) year terms by providing Licensors written notice of its intent to renew at least thirty (30) days prior to the end of the then-current term (each a “Renewal Term” and together with the Initial Term, the “Term”). If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. If Licensee fails to provide timely notice of its intent to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Term. In consideration for one or more Renewal Terms, Licensee agrees to pay Licensors the “Renewal Term Fee” as defined in the Fee Agreement and as required by the Fee Agreement. Any further renewal of this Agreement beyond the four (4) additional ten (10) year terms provided above, will be subject to approval by Licensors, such approval not to be unreasonably withheld, conditioned or delayed.

D. TERMINATION.

Licensors to give notice of funds due and owing. In absence of notice, all funds shall be due within sixty (60) days of written request by Licensors. If payment is not made in a timely manner, Licensors may terminate this License Agreement and revoke the License if Licensee fails to pay, when due, any amount owing under this License and that failure continues for sixty consecutive (60) days. Licensors may terminate this License Agreement and revoke the License if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License Agreement, and the breach or default continues for a period of sixty (60) consecutive days after Licensors delivers written notice to Licensee reasonably detailing the breach or default, or in the event such breach or default cannot be cured within such sixty (60) days, Licensee should fail to commence and diligently pursue such cure within the sixty (60) days.

Unless otherwise agreed upon by both parties, in writing, upon termination of this License Agreement, Licensee shall, at Licensor's option, either: a) purge the pipeline, "cut and cap" its ends, and fill it with an inert gas rendering it inoperable and no longer of use, or b) remove the pipeline and thereafter restore the right of way or property to the condition prior to removal of the pipeline to the extent practicable in addition to complying with all applicable environmental laws and regulations. If it is agreed to in writing by both parties that all equipment and structures associated with the undertakings contemplated by this License are to be removed, the surface shall be restored at the expense of Licensee to its original condition, as close thereto as may be practicable, subject to the approval of Licensor upon inspection by Licensor's Representative, which approval shall not be unreasonably withheld. All of said work shall be completed within one hundred and eighty (180) days after termination of this License, unless otherwise agreed to, in writing, by the parties.

E. PRO-RATA REIMBURSEMENT.

If this License is revoked, cancelled or otherwise ended by Licensor within the first ten (10) years following its execution but not thereafter, Licensee shall be entitled to receive from Licensor repayment of a portion of all funds paid over to Licensor in association with this License Agreement. For the purposes of calculating any amounts owing to Licensee by Licensor under this Section I(E), the total dollar amount remitted to Licensor from Licensee shall be divided by 3,652 (10 years) then multiplied by the number of days remaining in such 10-year term. If termination of this License Agreement occurs and is caused by material breach or default as provided for in Section I(D). "Termination" above, this clause and the associated pro-rata reimbursement shall not apply.

II. Financial Consideration

A. PAYMENT OF FEES.

All payments shall be made to Licensor at the office of Licensor being, at the time being, City of Big Spring, Attn: Finance Office, 310 Nolan Street, Big Spring, TX 79720. The payments shall be exclusive of and in addition to all general municipal taxes of whatever nature, including but not limited to ad valorem taxes and special taxes and assessments for public improvements.

II.A. Other Consideration

B. GIS SHAPEFILE.

Licensee agrees to provide Licensor, notably Licensor's GIS Department, with a GIS shapefile of the pipeline within 60 days of completion of construction and installation for which the pipeline is a part. The shapefile shall conform to the state plane coordinate system, North Central Texas. Licensor's City Manager may provide an extension of up to an additional 90 days for Licensee to complete this duty.

C. LEGAL DUTIES.

Construction, maintenance, operation, and removal of any pipeline and associated appurtenances within the licensed property shall be conducted as a reasonably prudent operator would, in a good and workmanlike manner with due diligence, and in accordance with industry standards and any

applicable State and Federal laws and regulations. A violation of such duties shall constitute a material breach of this agreement.

D. CHANGE AFTER INSTALLATION.

Prior to a significant change to the pipeline after installation is complete, Licensee must receive Licensor's prior written approval as expressed by its governing body, which shall not be unreasonably withheld, conditioned, or delayed as to any pipeline location change.

III. Use

A. PERMITTED USE.

Licensee shall provide Licensor with a complete as-built survey within sixty (60) days of completion of the project in which the pipeline and facilities described herein are a part, such survey to be attached to this License Agreement as Exhibit B, and incorporated herein upon mutual agreement of the Parties. The parties agree Licensee's failure to provide Licensor with a complete as-built survey within sixty (60) days of completion of the project in which the pipeline and facilities described herein are part may constitute a breach of this License. Licensor's City Manager may provide an extension of up to an additional ninety 90 days for Licensee to complete this duty. Licensor does hereby grant unto Licensee the following:

A-1.

The right to enter upon the Property, being 100 feet in width of the pipeline location as shown on **Exhibits A and B**, respectively, attached hereto and incorporated herein by reference, for the purpose of placing, constructing, operating, repairing, maintaining, repairing, replacing and removing, thereon, along the herein described pipeline location, one (1) pipeline, and one (1) pipeline only, which shall be no larger than twenty-four (24) inches in nominal diameter, for the transportation of natural gas, gas liquids, liquified minerals, oil, oil products, crude petroleum, or other mineral solutions, hydrocarbons and byproducts thereof, and natural gas liquids (collectively, the "Substances"), and to have the right of ingress and egress at convenient points for all such purpose, and said construction and operation width shall revert to 50 feet centered on the pipeline after the pipeline is laid.

A-2.

Licensee shall also provide to the Licensor's representative the following items:

- 1) Business address and telephone number of the person responsible for the operation of each pipeline
- 2) Business address and telephone number of the owner of each pipeline
- 3) The telephone number of at least one emergency contact for each pipeline available on a 24-hour basis

B. ROAD REPAIR.

Licensee covenants and agrees that it will repair any of Licensors' roads that Licensee damages on Licensors' Property so that such roads will comply with Licensors' construction standards.

C. UTILITY REPAIR.

Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensors that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensors' construction standards.

D. DEPTH.

Licensee covenants and agrees that it will bury the pipeline(s) to be constructed hereunder no less than thirty-six (36) inches in depth. Notwithstanding any provision to the contrary contained herein, Licensee covenants and agrees that, at any point that Licensee's pipeline(s) intersects with a City of Big Spring utility line location, the pipeline(s) shall be open cut with a separation of at least two (2) feet, or bored at a depth of at least (i) five (5) feet, unless cased, under all City of Big Spring water utility lines and (ii) ten (10) feet under all City of Big Spring sewer utility lines, unless cased, in which case, four (4) feet. The pipelines should be buried ten (10) or more feet from water lines and sewer lines when possible. Licensee agrees that it shall comply with TCEQ rules and regulations, Title 30, Texas Administrative Code, as amended, to the extent applicable to this License, except when this License Agreement is stricter. In the event this is not feasible from an operational perspective in the opinion of Licensee's engineers, Licensee may request permission from the City Manager of the City of Big Spring for written waiver of certain requirements of this Section, approval of which shall not be unreasonably withheld, conditioned or delayed.

E. APPROVAL OF BIDS.

Before Licensee seeks bids on any phase of the repair of public streets, alleys, water lines, sewer lines or any other public utilities, the specifications shall be considered for approval by Licensors' Representative within 30 days of receiving such specifications.

F. RESERVATION OF RIGHTS.

Licensors expressly reserves the right to install, repair, or reconstruct streets or roads and all ancillary public uses usual and customary in connection with streets and roads similarly used and situated in Big Spring, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee, if necessary for continued use of the same, in the same nature as was occurring prior to the commencement of this Agreement, subject, however, to the limitations set forth below.

Licensors reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done any installation or improvement that may be deemed necessary or proper by the governing body of Licensors, in, on, across, along, over, under, and through any property occupied by Licensee, so long as such installation or improvement does

not unreasonably interfere with Licensee's rights to and use of the License. In permitting such work to be done, Licenser shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S PIPELINE OR CASING, EXCEPT TO THE EXTENT ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS.** If Licenser requires Licensee to alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licenser, provided Licensee shall not be required to remove the pipeline, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than two hundred twenty-five (225) days, subject to delay by reason of force majeure, inclement weather, or events beyond the reasonable control of Licensee, when ordered in writing by Licenser, without claim for reimbursement for the cost of the relocation or for damages against Licenser. If these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licenser's consideration.

G. NON-EXCLUSIVE.

Licenser expressly reserves the full right to grant other easements or rights of way crossing or running parallel to the rights of way used by Licensee, provided that such does not interfere with the rights of the Licensee and provided further, the party to whom Licenser has granted such rights shall provide prior written notice to Licensee and Licensee shall be entitled review and approve the plans therefore, and (i) any crossing shall be at an angle of ninety (90) degrees, (ii) such party shall comply with all ONE-Call requirements, (iii) such party shall not remove cover from over the Licensee's pipeline, (iv) such party shall allow for a representative of Licensee to be present during construction, (v) such other party shall indemnify and hold harmless Licensee for any damages resulting from Grantor's construction, and (vi) such other party shall comply with Licensee's standard crossing and encroachment standards and requirements for the safe operation of Licensee's pipeline.

H. ABANDONMENT.

It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License and Licensee uses none of the rights granted in this Agreement for the purposes enumerated herein for any period of twenty-four (24) consecutive months, subject to force majeure or events beyond Licensee's reasonable control, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licenser, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licenser. In such event, Licensee shall, at Licenser's option, either: a) purge the pipeline, "cut and cap" its ends, and fill it with an inert gas rendering it inoperable and no longer of use, or b) remove the pipeline and thereafter restore the licensed property to the condition prior to removal of the pipeline to the extent practicable in addition to complying with all applicable environmental laws and regulations.

I. APPROVAL OF SPECIFICATIONS.

In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval, such approval not to be unreasonably withheld, conditioned, or delayed. In the event of emergency repairs necessary to restore service, Licensee shall make a reasonable attempt to notify Licensor's Representative as promptly as reasonably possible following the day after repairs have begun.

J. GATES AND FENCES.

Licensee agrees to use existing gates and roadways where available, to enter, leave and cross the Property; provided that Licensee shall not use any road marked "Closed." Licensee and all persons entering or leaving the Property in connection with Licensee's operations hereunder shall keep all outside and interior gates securely closed except during operations related to this License. Licensee shall keep all outside gates, and all other gates designated by Licensor, securely locked except during operations related to this License. At any gate that is to be locked, Licensor may install its own lock in addition to Licensee's lock.

Licensee agrees that Licensee shall not cut or go over any fence at any time or in connection with any operations on the Property without first obtaining Licensor's express consent thereto in writing, which shall not be unreasonably withheld. All gates or openings in fences shall be at mutually agreeable location(s) between Licensee and Licensor and shall be constructed as reasonably required by Licensor. Upon the termination of this License, at Licensor's election, gates and fences shall be left in place and shall thereafter be owned by Licensor or Licensee shall remove such gates and restore the fence to its original condition as nearly as reasonably practicable. The terms, provisions and requirements of this provision shall survive the termination or expiration of this License Agreement.

K. TRASH.

Licensee shall keep the Property free of trash and debris at all times to the extent deposited by Licensee. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall give Licensee written notice of any person observed disposing of trash on the Property. Upon completion of construction, all ribbons, flags, stakes and similar construction items (excluding pipeline markers) shall be promptly removed from the Property.

L. HUNTING, FISHING AND ALCOHOL PROHIBITED.

No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers (except as necessary for pipeline operations), or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time, except licensed security personnel may bring guns or firearms on the Property to protect Licensee's employees, agents, contractors or subcontractors. Violations of this provision shall cause the

violation to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall give written notice to Licensee of any person observed on the Property in violation of this provision.

M. STORAGE OF MACHINERY AND EQUIPMENT.

Except during the initial construction or subsequent maintenance or repair of the pipeline subject to this agreement, or during operations being conducted on the Property, including idle time and over-night, as necessary for continued operations, Licensee shall use no part of the Property to store machinery, equipment, or other property.

N. ADDITIONAL RESERVATIONS.

Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said licensed property occupied by Licensee. Such use and/or work shall not unreasonably interfere with Licensee's use. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's reasonable discretion, to alter, change, adapt, conform or relocate any pipeline, property, or casing of Licensee, provided Licensee shall not be required to relocate the pipeline. Such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council, subject to delay by events of force majeure or events beyond the reasonable control of Licensee, without any claim for reimbursement for the cost of the adjustment or damages against Licensor. The alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to alteration payments.

IV. Standard General Conditions

A. INSURANCE.

Licensee shall at all times during the term of this License maintain and keep in full force and effect insurance in the following types and minimum amounts with companies authorized to do business in the State of Texas. Coverage shall be maintained with insurers with an AM Best Rating of A-VII or better, under forms of policies satisfactory to Licensor as required in this contract, and with insurers authorized to do business in Texas.

Commercial General Liability (including Contractual liability):

- Personal Injury: \$1,000,000.00 per person
\$1,000,000.00 per occurrence
- Property Damage: \$100,000.00 per occurrence

Business Automobile Liability: \$1,000,000.00 combined single limit, per occurrence—

Liability Personal Injury and Property Damage

<i>Workers' Compensation:</i>	As may be required by the law of the State
<i>Employers' Liability:</i>	\$1,000,000.00 per accident or occurrence
<i>Umbrella Liability:</i>	\$5,000,000.00 each occurrence \$5,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The Workers' Compensation coverage provided by Licensee shall inure to the benefit of employees injured during the course and scope of their employment by Licensee pursuant to this License. The Workers' Compensation insurance shall waive all rights of subrogation against Licensor.

The Business Automobile Liability insurance provided by Licensee shall cover any auto for bodily injury and property damage, including owned vehicles, hired and non-owner vehicles, and employee non-ownership, and the amount of such policy shall be a minimum of \$1,000,000.00 covering any vehicle used for the execution of the work that is the subject of this License. This insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

The parties agree that, prior to the execution of the License, Licensee shall provide one or more certificates of insurance showing that the requirements of this article have been met. This decision shall be in Licensor's sole discretion.

Licensor shall be provided the notice by Licensee's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage. Licensor shall not be required to provide any insurance whatsoever pursuant to this License.

Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

Licensee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against Licensor, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

In the alternative to this Section IV(A), Licensee may choose to self-insure all of any part of the insurance required above.

B. INDEMNIFICATION.

(1) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSEE AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS

LICENSOR, ITS ELECTED OFFICIALS, BENEFICIARIES, DIRECTORS, OFFICERS, EMPLOYEES, INVITEES, SUCCESSORS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, REPRESENTATIVES, AGENTS, AND ASSIGNS (ALL SUCH PARTIES BEING HEREAFTER CALLED **“INDEMNITEES”**), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR INJURY (INCLUDING DEATH) OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY THE OPERATIONS OF, OR FOR, LICENSEE, ITS SERVANTS, AGENTS, EMPLOYEES, CONSULTANTS, GUESTS, LICENSEES, INVITEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS OF ANY OF THE FOREGOING OR THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, **“LICENSEE GROUP”**), AND FROM AND AGAINST ALL COSTS AND EXPENSES INCURRED BY INDEMNITEES BY REASON OF ANY SUCH CLAIM OR CLAIMS, INCLUDING REASONABLE ATTORNEYS’ FEES, EXPERT WITNESS’ FEES, AND COURT COSTS. .

- (2) THIS SECTION IV(B) SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY INDEMNITEES, LICENSOR, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, INCLUDING, WITHOUT LIMITATION, ANY ASSIGNEE OR PURCHASER OF ALL OR ANY PORTION OF LICENSOR’S INTEREST IN THE PROPERTY. IF ANY TERM OF THIS SECTION OR ANY APPLICATION OF SUCH TERM SHALL BE DECLARED INVALID OR UNENFORCEABLE, NO OTHER TERM OF THIS SECTION SHALL BE AFFECTED THEREBY. NO DELAY OR OMISSION IN EXERCISING ANY RIGHT HEREUNDER SHALL OPERATE AS A WAIVER OF SUCH RIGHT OR ANY OTHER RIGHT. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.
- (3) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, LICENSEE AGREES TO RELEASE INDEMNITEES FROM, DEFEND INDEMNITEES AGAINST, AND REIMBURSE INDEMNITEES WITH RESPECT TO, ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES CLAIMED BY A PERSON OR ENTITY OTHER THAN LICENSOR), LIABILITIES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES, EXPERT WITNESS’S FEES, AND COURT COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, IMPOSED ON, ASSERTED AGAINST, OR INCURRED BY INDEMNITEES AT ANY TIME AND FROM TIME TO TIME BY REASON OF, IN CONNECTION WITH, OR ARISING OUT OF: (i) THE FAILURE OF LICENSEE GROUP TO PERFORM ANY OBLIGATION HEREIN REQUIRED TO BE PERFORMED BY LICENSEE GROUP REGARDING APPLICABLE ENVIRONMENTAL LAWS; (ii) ANY VIOLATION OF APPLICABLE ENVIRONMENTAL LAWS BY LICENSEE GROUP OCCURRING AFTER LICENSEE’S ACQUISITION OF THE LICENSE; AND (iii) THE REMOVAL OF HAZARDOUS SUBSTANCES OR SOLID WASTES THAT RESULT FROM THE

USE BY LICENSEE GROUP, FROM THE DESIGNATED AREAS OR ANY OTHER PART OF THE PROPERTY (OR IF REMOVAL IS PROHIBITED BY LAW, THE TAKING OF WHATEVER ACTION IS REQUIRED BY LAW). NOTHING IN THIS PARAGRAPH OR ELSEWHERE IN THIS AGREEMENT WILL LIMIT OR IMPAIR ANY RIGHTS OR REMEDIES OF INDEMNITEES AGAINST LICENSEE GROUP OR ANY THIRD PARTY UNDER APPLICABLE ENVIRONMENTAL LAWS, INCLUDING WITHOUT LIMITATION, ANY RIGHTS OF CONTRIBUTION AVAILABLE THEREUNDER. THE INDEMNITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO ANY CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS, OR EXPENSES ARISING OUT OF, IN CONNECTION WITH, OR OTHERWISE RELATED TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR ANY OTHER PERSONS ACTING UNDER ITS CONTROL OR AT LICENSOR'S DIRECTION OR REQUEST.

(4) LICENSEE SHALL, AT ITS SOLE COST AND EXPENSE, JOIN IN OR ASSUME, AT THE ELECTION AND DEMAND OF LICENSOR, THE DEFENSE OF ANY CLAIMS, DEMANDS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THIS AGREEMENT. THE WORD "LICENSOR" AS USED IN THIS INDEMNITY SECTION SHALL INCLUDE INDEMNITEES.

(5) **[NOTE TO DRAFT – THIS SUBSECTION IS SUBJECT TO FURTHER REVIEW AND COMMENT BY LICENSEE'S ENVIRONMENTAL COUNSEL]** THE FOLLOWING CONTAINS AN AGREEMENT BY LICENSEE TO WAIVE ANY AND ALL CLAIMS LICENSEE MAY HAVE AGAINST INDEMNITEES FOR DAMAGES CAUSED BY THE NEGLIGENCE OF ANY INDEMNITEE. LICENSEE ALSO AGREES TO INDEMNIFY INDEMNITEES AGAINST INDEMNITEES' OWN NEGLIGENCE. LICENSEE AGREES TO DEFEND, INDEMNIFY, PROTECT, AND HOLD INDEMNITEES HARMLESS AGAINST AND FROM ANY AND ALL CLAIMS, DEMANDS, COSTS (INCLUDING BUT NOT LIMITED TO COURT COSTS, ATTORNEYS' FEES, AND EXPERT WITNESS'S FEES), EXPENSES, DAMAGES, LIENS, LOSSES, CAUSES OF ACTION, OR SUITS FOR DAMAGES OR FOR INJURY TO A MEMBER OF LICENSEE GROUP, ALLEGED TO BE CAUSED BY, RELATED TO, OR ARISING OUT OF THE NEGLIGENCE OF LICENSOR OR ANY INDEMNITEE WITH RESPECT TO CLAIMS FOR PREMISES LIABILITY IN MAINTAINING AND OWNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, CLAIMS FOR ATTRACTIVE NUISANCE, BREACH OF STATUTORY DUTIES, CRIMINAL CONDUCT BY THIRD PARTIES, CLAIMS UNDER THE TEXAS RECREATIONAL USE STATUTE, FAILURE TO MAKE THE PREMISES SAFE, FAILURE TO INSPECT THE PREMISES, FAILURE TO WARN OF DANGEROUS CONDITIONS, AND ANY SIMILAR CLAIM BY A MEMBER OF LICENSEE GROUP AGAINST AN INDEMNITEE; PROVIDED, HOWEVER, NOTHING IN THIS PARAGRAPH APPLIES TO SUCH EXPENSES, DAMAGES, OR COSTS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, ANY INDEMNITEES, OR ANY OTHER PERSONS ACTING UNDER LICENSOR'S CONTROL OR AT LICENSOR'S DIRECTION OR REQUEST. . THIS SECTION

DOES NOT CONSTITUTE AN AGREEMENT TO ARBITRATE.

(6) AS A PRECONDITION TO LICENSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION, INDEMNITEES WILL: (i) FULLY COOPERATE WITH LICENSEE IN ANY INVESTIGATION AND PROVIDE LICENSEE WITH ALL INFORMATION IN THE POSSESSION OR CONTROL OF INDEMNITEES RELATING TO ANY MATTER FOR WHICH INDEMNITEES SEEK INDEMNIFICATION; AND (ii) PROVIDE LICENSEE WITH TIMELY NOTICE OF ANY MATTER OR INCIDENT FOR WHICH INDEMNITEES MAY MAKE A CLAIM FOR INDEMNIFICATION BY LICENSEE.

(7) PROVIDED HOWEVER, AND AS A CONDITION PRECEDENT TO THE ENFORCEMENT AND PERFORMANCE OF THIS LICENSE AGREEMENT, THE LICENSE SET FORTH IN THIS LICENSE AGREEMENT IS CONDITIONED SO THAT NO RIGHT, INTEREST, ENTITLEMENT, PRIVILEGE, OR IMMUNITY WHATSOEVER WILL PASS, VEST, OR OTHERWISE BE DUE TO THE LICENSEE BY THIS LICENSE AGREEMENT, UNLESS AND UNTIL THE LICENSEE FURNISH PROOF OF INDEMNIFICATION BY THE LICENSEE'S PARENT COMPANY INDEMNIFYING THE INDEMNITEES FROM AND AGAINST ANY AND ALL DAMAGES, CLAIMS, BREACHES, SUITS, PROCEEDINGS, CAUSES OF ACTION AND COSTS ARISING OUT OF OR IN CONNECTION WITH THIS LICENSE AGREEMENT, THE PROOF OF WHICH SHALL BE SUFFICIENT AND RELIED ON BY THE LICENSOR.

(4) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE INDEMNITIES SET FORTH ABOVE SHALL NOT APPLY TO ANY CLAIMS, DEMANDS, LOSSES, DAMAGES, LIABILITIES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS, OR EXPENSES ARISING OUT OF, IN CONNECTION WITH, OR OTHERWISE RELATED TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, OR ANY INDEMNITEES, OR ANY OTHER PERSONS ACTING UNDER ITS CONTROL OR AT LICENSOR'S DIRECTION OR REQUEST.

(8) This Section IV(B) shall survive the termination of this Agreement.

C. FORCE MAJEURE.

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this License Agreement, for any failure or delay in fulfilling or performing any term of this License 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 affected party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or volcanism; or (c) war or invasion.

D. ASSIGNMENT.

The rights granted by this License Agreement inure to the benefit of Licensee. The rights and privileges shall not be assignable by Licensee without the express consent of Licensor's governing body, such consent shall not be unreasonably withheld, conditioned or delayed. Any required consent is to be evidenced by a letter written by Licensor's City Manager that fully recites the terms and conditions, if any, upon which consent is given, and indicates that Licensor's governing body has granted its consent as stated.

Notwithstanding the foregoing, consent of any assignment is not required if the sale, transfer, conveyance or assignment of this License Agreement, in whole or in part, is done in connection with the sale, transfer, conveyance or assignment to an affiliate or successor through merger, consolidation, or other sale or transfer of all or substantially all of Grantee's assets and business. In the event written consent is not required, Licensee shall still be required to give written notice of the transfer to Licensor.

E. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Licensee shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of Licensor; that Licensee shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of respondeat superior shall not apply as between Licensor and Licensee, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Licensor and Licensee. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of Licensor. Further, it is specifically understood and agreed that nothing in this License is intended or shall be construed as creating a "Community of Pecuniary Interest" or "An Equal Right of Control" which would give rise to vicarious liability. Licensee shall be an independent contractor under this License and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. Licensor does not have the power to direct the order in which the work is done. Licensor shall not have the right to control the means, methods or details of Licensee's work. Licensee shall assume exclusive responsibility for the work.

F. WAIVER OF ATTORNEY FEES.

BY EXECUTING THIS LICENSE AGREEMENT, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE AND THIS LICENSE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE AND/OR LICENSE AGREEMENT. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THE LICENSE OR THIS LICENSE AGREEMENT, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH THEREOF, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS

UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

LICENSEE AGREES THAT THIS IS THE VOLUNTARY AND INTENTIONAL RELINQUISHMENT AND ABANDONMENT OF A PRESENTLY EXISTING, KNOWN RIGHT. LICENSEE ACKNOWLEDGES THAT IT UNDERSTANDS ALL TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE WAS AND IS NO DISPARITY OF BARGAINING POWER BETWEEN LICENSOR AND LICENSEE. THIS SECTION SHALL NOT BE CONSTRUED OR INTERPRETED AS A WAIVER OF GOVERNMENTAL IMMUNITY.

LICENSEE AND LICENSOR ARE RELYING ON THEIR OWN JUDGMENT. EACH PARTY HAD THE OPPORTUNITY TO DISCUSS THIS LICENSE WITH LEGAL COUNSEL PRIOR TO ITS EXECUTION.

G. GOVERNING LAW & VENUE.

All performance and payment made pursuant to this License Agreement shall be deemed to have occurred in Howard County, Texas. Exclusive venue for any claims, suits or any other action arising from or connected in any way to this License Agreement or the performance of this License Agreement shall be in Howard County, Texas. The obligations and undertakings of each of the parties to this License Agreement shall be deemed to have been performed in Howard County, Texas. This License Agreement shall be construed, interpreted and enforced under the laws of the State of Texas. The laws of the State of Texas shall govern, construe and enforce all the rights and duties of the parties, including but not limited to tort claims and any and all other claims or disputes, arising from or relating in any way to the subject matter of this License Agreement, without regard to conflict of laws and rules that would direct application of the laws of another jurisdiction.

H. NON-WAIVER OF GOVERNMENTAL IMMUNITY.

(1) The City of Big Spring, a Texas municipal corporation, 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.

(S) 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.

(3) Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

I. THIRD PARTY BENEFICIARY.

Licensors approval of this License Agreement does not create a third party beneficiary. There is no third-party beneficiary to this License Agreement. No person or entity who is not a party to this License Agreement shall have any third-party beneficiary, claim or other rights hereunder.

J. NOTICES.

Any address for notice may be changed by written notice given as provided herein. Any notice required or permitted under this **License Agreement** must be in writing. Any notice required by this **License Agreement** will be deemed to be given (whether received or not) the earlier of receipt or five (5) business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this License Agreement. Notice may also be given by regular mail, personal delivery, or courier delivery and will be effective when received.

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

100 West Fifth St,
Attn: Real Estate Services
Tulsa, OK 74103

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

Todd Darden, City Manager
City of Big Spring
310 Nolan St.
Big Spring, TX 79720

cc: Legal Department
City of Big Spring
310 Nolan St.
Big Spring, TX 79720

K. NOTICE OF ALLEGED BREACH; STATUTORY PREREQUISITE.

As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License Agreement, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License Agreement) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a

failure to so notify the City Manager of the Licensor within the time and in accordance with the manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

The statutory prerequisites outlined herein constitute jurisdictional requirements pursuant to Section 271.154 of the Texas Local Government Code and Section 311.034 of the Texas Government Code. Notwithstanding any other provision, Licensee's failure to comply with the requirements herein shall perpetually bar Licensee's claim for damages under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless of if Licensor has actual or constructive notice or knowledge of said claim or alleged damages. Licensee agrees that the requirements of this entire License Agreement are reasonable.

L. CONSIDERATION.

The terms of this License are supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties named herein.

M. ADDITIONAL REPRESENTATIONS, WARRANTIES, AND COVENANTS.

In this section, "officer" means each City of Big Spring elected official, direct appointee of the City Council of Big Spring and direct appointee of the City Manager of the City of Big Spring.

- (a) Each Party to this License Agreement warrants that it has the power and authority to enter into this License Agreement and that all documents executed and delivered pursuant to this License Agreement are valid, binding, and enforceable upon such Party. Each Party further warrants that there are no outstanding parties nor any additional signatories required for the execution of this License Agreement.
- (b) Licensee covenants and warrants that it will file a "conflicts of interest questionnaire" ("questionnaire") (available from Texas Ethics Commission web site) with Licensor if the Licensee has a business relationship with the Licensor 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.
- (c) Licensee represents that the pipeline will not be an interstate pipeline.

N. WAIVER.

No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further

exercise thereof or the exercise of any other right, remedy, power, or privilege.

O. INTEGRATED STATEMENT OF AGREEMENT.

Except as otherwise specified in this License Agreement, the parties intend this statement of their License Agreement to constitute the complete, exclusive, and fully integrated statement of their License Agreement. As such, it is the sole expression of their License Agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this License Agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. The parties to this License Agreement did not rely upon statements or representations not contained within the document itself.

P. SEVERABILITY.

If any section of this License Agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this License Agreement, and all other sections shall remain in full force and effect. It is declared to be the intention of the parties that they would have executed all other sections of this License Agreement without including any such part, parts, or portions that may, for any reason, be hereafter declared invalid.

Q. AMENDMENT.

This License Agreement shall only be modified, altered, or otherwise amended only by a written agreement executed by persons authorized to execute agreements on behalf of the parties.

R. COUNTERPARTS.

This License Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument binding upon the parties.

S. REPRESENTATIONS.

Licensee represents and warrants to the Licensors that it has the authority to execute this License Agreement knowing that Licensors are acting in reliance upon such representation. The provisions of this section shall survive the termination of this License Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this License Agreement as of the date first written above.

**LICENSOR:
CITY OF BIG SPRING, A TEXAS HOME-
RULE MUNICIPAL CORPORATION**

By: _____
Todd Darden, City Manager

STATE OF TEXAS §

COUNTY OF HOWARD §

This instrument was acknowledged before me on the _____ day of _____, _____(year)
Todd Darden, an individual, on behalf of said municipal corporation, in his capacity as City
Manager of the City of Big Spring for the purposes and considerations therein stated.

Notary Public's Signature

(Personalized Seal)

APPROVED AS TO FORM:

Andrew W. Hagen, City Attorney

LICENSEE:

**ONEOK WEST TEXAS NGL PIPELINE,
L.L.C., a Delaware limited liability company**

By: _____
Printed Name: _____
Title: _____

STATE OF TEXAS §

COUNTY OF HOWARD §

This instrument was acknowledged before me on the _____ day of _____, _____(year) by
_____, an individual, on behalf of said limited liability company, in his capacity as
_____ of ONEOK West Texas NGL Pipeline, L.L.C. for the purposes and considerations
therein stated.

Notary Public's Signature

(Personalized Seal)

Exhibit A

Initial Survey

Exhibit B

As-built survey.

Exhibit C

Legal Description:

SC 13 BK 33 1S 362 ELK/TRACT 33 1S 40 ACRES

in the records of Howard County, Texas.

ONEOK Proposed Pipeline Project

