



CITY COUNCIL REGULAR AGENDA

Tuesday, January 23, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, January 23, 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 - Regarding a Proposed 2024 Master Parks Plan | | Lewis |
| 6. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1319 UTAH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 3 WRIGHTS AIRPORT ANNEX (50X130) 550 0.149 ACRES – OWNER: MARGARET EASTER | 6-36 | Hagen |
| 7. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 506 NE 8TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 42 BK 32 1N TR 29 WILLIAM B CURRIE 44X140 613 0.141 ACRES ACQ 05272015 – OWNER: RAMON RODRIGUEZ | 37-82 | Hagen |
| 8. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 801 PINE, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES – OWNER: MARIA BURCIAGA | 83-143 | 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 1• Update - E-Waste• Update - Water Line Breaks• Chamber Banquet - February 1, 2024• Summit Meeting - February 7, 2024 | | Darden |
| 10. Report on the Administrative Hearings Held on January 17th, 2024, Concerning Abatement of Premises Nuisance Violations | 144-157 | Hagen |

Consent Items

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| 11. Approval of the City Council Minutes of the Regular Meeting of January 9, 2024. | 158-164 | Davis |
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| 12. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of November 21, 2023. | 165-
166 | Mark Willis |
| 13. Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the 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 | 167-
182 | Feeley |

Vouchers

- | | | |
|---------------------------|-----------------|----------|
| 14. 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 | |
| 15. Vouchers for 01/05/24 | \$ 493,194.62 | Ornelas |
| Vouchers for 01/12/24 | \$ 684,879.07 | |
| Vouchers for 01/18/24 | \$ 382,543.44 | |
| Drafts | \$ 874,124.31 | |

Bids

- | | | |
|--|-------------|--------|
| 16. Consideration and Possible Action on Awarding a Bid for a Zero Turn Mower for the Parks and Recreation Department | 183 | Medina |
| 17. Consideration and Possible Action on Awarding a Bid for the Asbesto Abatement Project at the Dora Roberts Community Center | 184-
185 | Medina |

New Business

- | | | |
|---|-------------|-------|
| 18. First Reading of a Resolution Calling for a General Election to be Held on May 4, 2024 for the Purpose of Electing One Person to Serve as City Council Member for District Two; One Person to Serve as City Council Member for District Four; and One Person to Serve as City Council Member for District Six; Providing for the Conduct of the Election; Designating Several Polling Places Within the City; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election; and Providing for Severability | 186-
187 | Davis |
|---|-------------|-------|

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| 19. | First Reading of a Resolution Authorizing Continued Participation with the Steering Committee of Cities Served by Oncor; and Authorizing the Payment of Ten Cents Per Capita to the Steering Committee to Fund Regulatory and Legal Proceedings and Activities Related to Oncor Electric Delivery Company, LLC; and Providing an Effective Date | 188-
199 | Medina |
| 20. | First Reading of a Resolution Authorizing and Appointing the City Manager to Submit an Application to the Office of the Governor, Criminal Justice Division to Secure Funding for Rifle-Resistant Body Armor Through the Rifle-Resistant Body Armor Grant Program; and Providing an Effective Date | 200-
201 | Williams |
| 21. | First Reading of an Ordinance Granting to Vero Fiber Networks, LLC, a Colorado Limited Liability Company, a Right-of-Way License to Own, Maintain, Operate, and Control in Accordance with Regulations Promulgated by the Federal Communications Commission and the Texas Public Utilities Commission, and this Ordinance, a Fiber-Based Telecommunications Network Serving Customers within the Municipal Boundaries of the City and to the Residents and Businesses Located therein Prescribing the Term of Such License and Rights; Providing for Repeal of Conflicting Ordinances; Providing for a Severability Clause; Finding and Determining that the Meetings at which the Ordinance was Discussed were Open to the Public as Required by Law; and Establishing an Effective Date | 202-
216 | Hagen |
| 22. | Consideration and Possible Action of a Joint Election Agreement with Big Spring Independent School District and Authorizing the Mayor to Execute any Necessary Documents | 217-
219 | Davis |
| 23. | Consideration and Possible Action to Approve Amendment No. 1 to the Economic Development Incentive Agreement Between the City of Big Spring and Cap Rock Holdings, LLC, Regarding the Plaza Development Project to Extend the Agreement for 15 Months and Modify the Agreement and Authorizing the City Manager or His Designee to Execute any Necessary Documents | | Moore |
| 24. | Boards and Committees
Consideration and Possible Action on the Below Listed Board Member as Follows: | | Moore |
| a. | <u>Convention & Visitors Bureau Board (CVB)</u>
Chavonna Parker - Appointment - Dist. Two | | Moore |

Council Input

25. Input Moore

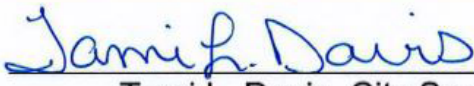
Executive Session

26. 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
27. Reconvene into Open Session and Take Any Necessary Action on Executive Session Item Moore
28. **Adjourn** Moore

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, January 19, 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.

1319 UTAH

Code Compliance Official: Ashley Guerra

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1319 UTAH**

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

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

“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1319 UTAH**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 16 day of January, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024 by the above referenced Affiant




Notary Public, State of Texas

Exhibit A-2

Property Details

Account		
Property ID:	287732	Geographic ID: B6245003800
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	1319 UTAH	
Map ID:		Mapsco:
Legal Description:	LT 10 BK 3 WRIGHTS AIRPORT ANNEX (50X130) 550 0.149 ACRES	
Abstract/Subdivision:		
Neighborhood:	WRGT	
Owner ?		
Owner ID:	442696	
Name:	EASTER MARGARET	
Agent:		
Mailing Address:	,	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:		\$0 (+)
Improvement Non-Homesite Value:		\$1,972 (+)
Land Homesite Value:		\$0 (+)
Land Non-Homesite Value:		\$2,200 (+)
Agricultural Market Valuation:		\$0 (+)
Market Value:		\$4,172 (=)
Agricultural Value Loss:?		\$0 (-)

Appraised Value:	\$4,172 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$4,172
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: EASTER MARGARET %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$4,172	\$4,172	\$8.71	
02B	CITY OF BIG SPRING	0.636039	\$4,172	\$4,172	\$26.54	
03B	BIG SPRING ISD	0.763200	\$4,172	\$4,172	\$31.84	
052	HOWARD COLLEGE	0.154789	\$4,172	\$4,172	\$6.46	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$73.55

Estimated Taxes Without Exemptions: \$73.55

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
1319 UTAH CASE NOTES**

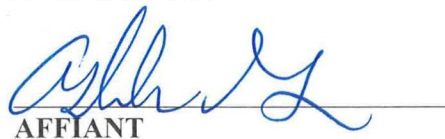
“This record, attached as **Exhibit A-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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 16 day of January, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024

by the above referenced Affiant.




Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Monday, 08 January
2024 14:46

Case # 23-00000315

Parcel # : 287732

Site Address: 1319 UTAH

Case Description: A damaged structure is causing damage to my property, this is the 2nd time.also 1317 owns 1319 aswell

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		on 1-5-24 went by for a reinspect and no progress has been made ive had no contact has been made	Ashley Guerra	01/08/24	
GENERAL		SENT TO LEGAL ON 1-8-24	Ashley Guerra	01/08/24	
CORRECTIVE ACTION		THERE IS A SUBSTANDARD STRUCTURE AND NEEDS TO BE BROUGHT DOWN OR BROUGHT UP TO CODE . DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM THE DATE OF MAILING	Ashley Guerra	12/05/23	
SITE VISIT		DROVE BY ON 12-4-23 DUE TO A COMPLAINT AND NOTIED A SUBSTANDARD BUILDING.	Ashley Guerra	12/05/23	
GENERAL		SENT OUT NOTICE OF VIOLATION ON 12-5-23	Ashley Guerra	12/05/23	
GENERAL		photos taken on 12-4-23	Ashley Guerra	12/04/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On December, 4th, 2023 and January, 5th, 2024, I inspected the property described as:

LT 10 BK 3 WRIGHTS AIRPORT ANNEX (50X130) 550 0.149 ACRES Big Spring, Howard County, Texas, also known as **1319 UTAH**, Big Spring, Texas.

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

SIGNED on the 16 day of January, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit A-4



December 4, 2023 2:04 PM



December 4, 2023 2:04 PM



December 4, 2023 2:05 PM



January 5, 2024 12:56 PM



January 5, 2024 12:56 PM

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

“The document in **Exhibit 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 16 day of January, 2024.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.





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

23-00000315

EASTER MARGARET
UNKNOWN
UNKNOWN, XX 00000

Subject Property: 1319 UTAH , BIG SPRING, TX 00000
APN: 287732

Dear EASTER MARGARET

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.	THERE IS A SUBSTANDARD STRUCTURE AND NEEDS TO BE BROUGHT DOWN OR BROUGHT UP TO CODE . DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM THE DATE OF MAILING
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After , an inspection of your property will take place to verify compliance. Should this notice resolve the concern, no further action will be taken. However, please be advised, if a property owner or resident does not comply, further code enforcement action will be required.

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

Thank you for helping to resolve this matter.

Sincerely,

Ashley Guerra
Code

A handwritten signature in cursive script, appearing to read 'Ashley Guerra', written in dark ink.



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

January 12, 2024

MARGARET EASTER
1319 UTAH
BIG SPRING, TEXAS 79720

MARGARET EASTER
1317 UTAH
BIG SPRING, TEXAS 79720

JACK GREEN
1805 WESLEY DR.
RENO, NEVADA 89503

WILLIAM GREEN
13621 SHERMAN
WARREN, MICHIGAN 48089

PAUL GREEN
11421 CENTRALIA RD.
CHESTER, VA 23831

Re: 1319 UTAH, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LT 10 BK 3 WRIGHTS AIRPORT ANNEX (50X130)
550 0.149 ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 6. The building or structure, or any portion thereof, is	The building was abandoned and constitutes an attractive nuisance. Hazardous condition.

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 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 ACCESSORY STRUCTURE TO THE SOUTH OF THE MAIN
STRUCTURE.

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

Issued by

<u>Ashley Guerra</u>	<u>Code Compliance Official</u>
<i>Name</i>	<i>Title</i>
<u>+1 (432) 264-2505</u>	<u>aguerra@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 23, 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.

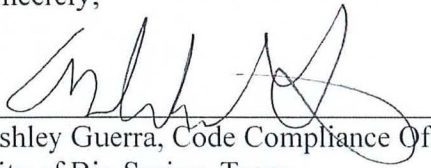
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

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

9589 0710 5270 0422 7405 67

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1319 Utah FINAL NOTICE (Struct.)
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 Paul Green	
Street and Apt. No., or PO Box No. 11421 Centralia Rd.	
City, State, ZIP+4® Chester, VA 23831	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7405 50

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1319 Utah FINAL NOTICE (Struct.)
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 William Green	
Street and Apt. No., or PO Box No. 13621 Sherman	
City, State, ZIP+4® Warren, Michigan 48089	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7405 43

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1319 Utah FINAL NOTICE (Struct.)
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 Jack Green	
Street and Apt. No., or PO Box No. 1805 Wesley Dr.	
City, State, ZIP+4® Reno, Nevada 89503	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7405 36

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1319 Utah FINAL NOTICE (Struct.)
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 Margaret Easter	
Street and Apt. No., or PO Box No. 1317 Utah	
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 7405 29

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 1319 Utah FINAL NOTICE (Struct.)
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 Margaret Easter	
Street and Apt. No., or PO Box No. 1319 Utah	
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

COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for January 23, 2024, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on January, 11th, 2024.

SIGNED on the 16 day of January, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.




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 23RD, 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:

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

1319 UTAH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 3 WRIGHTS AIRPORT ANNEX (50X130) 550 0.149 ACRES – OWNER: MARGARET EASTER

506 NE 8TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 42 BK 32 1N TR 29 WILLIAM B CURRIE 44X140 613 0.141 ACRES ACQ 05272015 – OWNER: RAMON RODRIGUEZ

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



January 11, 2024 12:49 PM

506 NE 8TH

Code Enforcement Official: Shannon Fant

Exhibit B-1

STATE OF TEXAS

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COUNTY OF HOWARD

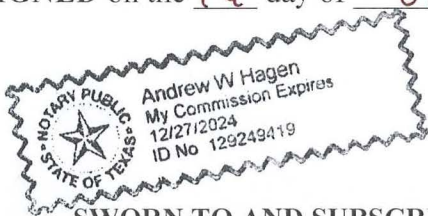
**AFFIDAVIT OF SHANNON FANT
CONCERNING 506 NE 8TH**

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 **506 NE 8TH**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 16 day of January, 2024.



Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024 by the above referenced Affiant.



Andrew W Hagen
Notary Public, State of Texas

Exhibit B-2

Property Details

Account		
Property ID:	294366	Geographic ID: 51442024900
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	506 NE 8TH	
Map ID:		Mapsco:
Legal Description:	SC 42 BK 32 1N TR 29 WILLIAM B CURRIE 44X140 613 0.141 ACRES ACQ 05272015	
Abstract/Subdivision:		
Neighborhood:	NTSD	
Owner ?		
Owner ID:	431111	
Name:	RODRIGUEZ RAMON	
Agent:		
Mailing Address:	2009 W. COUNTY RD UNIT A MIDLAND, TX 79706	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$8,726 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$1,936 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$10,662 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$10,662 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$10,662
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: RODRIGUEZ RAMON **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$10,662	\$10,662	\$22.25	
02B	CITY OF BIG SPRING	0.636039	\$10,662	\$10,662	\$67.81	
03B	BIG SPRING ISD	0.763200	\$10,662	\$10,662	\$81.37	
052	HOWARD COLLEGE	0.154789	\$10,662	\$10,662	\$16.50	
ZZZ	CREDIT	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$187.93

Estimated Taxes Without Exemptions: \$187.93

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
506 NE 8TH 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 16 day of January, 2024.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024

by the above referenced Affiant.



Andrew W Hagen
Notary Public, State of Texas

Exhibit B-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 10
January 2024 11:44

Case # 23-00000353

Parcel # : 294366

Site Address: 506 NE 8TH

Case Description: SUBSTANDARD STRUCTURE
ROOF IS BOWED AND HAS HOLES IN IT NO DOOR CAN SEE COMPLETELY THROUGH THE
STRUCTURE.

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		REINSPECTED PROPERTY AND FOUND TO BE NONCOMPLIANT NO CONTACT WITH THE OWNERS WILL PROCEED.	Shannon Fant	01/10/24	
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 IS SEVEN (7) DAYS FROM DATE OF MAILING 01.02.23	Shannon Fant	12/29/23	
SITE VISIT		INSPECTED PROPERTY FOUND THE STRUCTURE TO HAVE ROOF FALLING IN AND HOLES, NO DOOR CAN SEE THROUGH THE STRUCTURE.	Shannon Fant	12/29/23	

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, 29th, 2023 and January, 10th, 2024, I inspected the property described as:

SC 42 BK 32 1N TR 29 WILLIAM B CURRIE 44X140 613 0.141 ACRES ACQ
05272015 Big Spring, Howard County, Texas, also known as **506 NE 8TH**, Big
Spring, Texas.

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

SIGNED on the 16 day of January, 2024.

Shannon Fant
AFFIANT

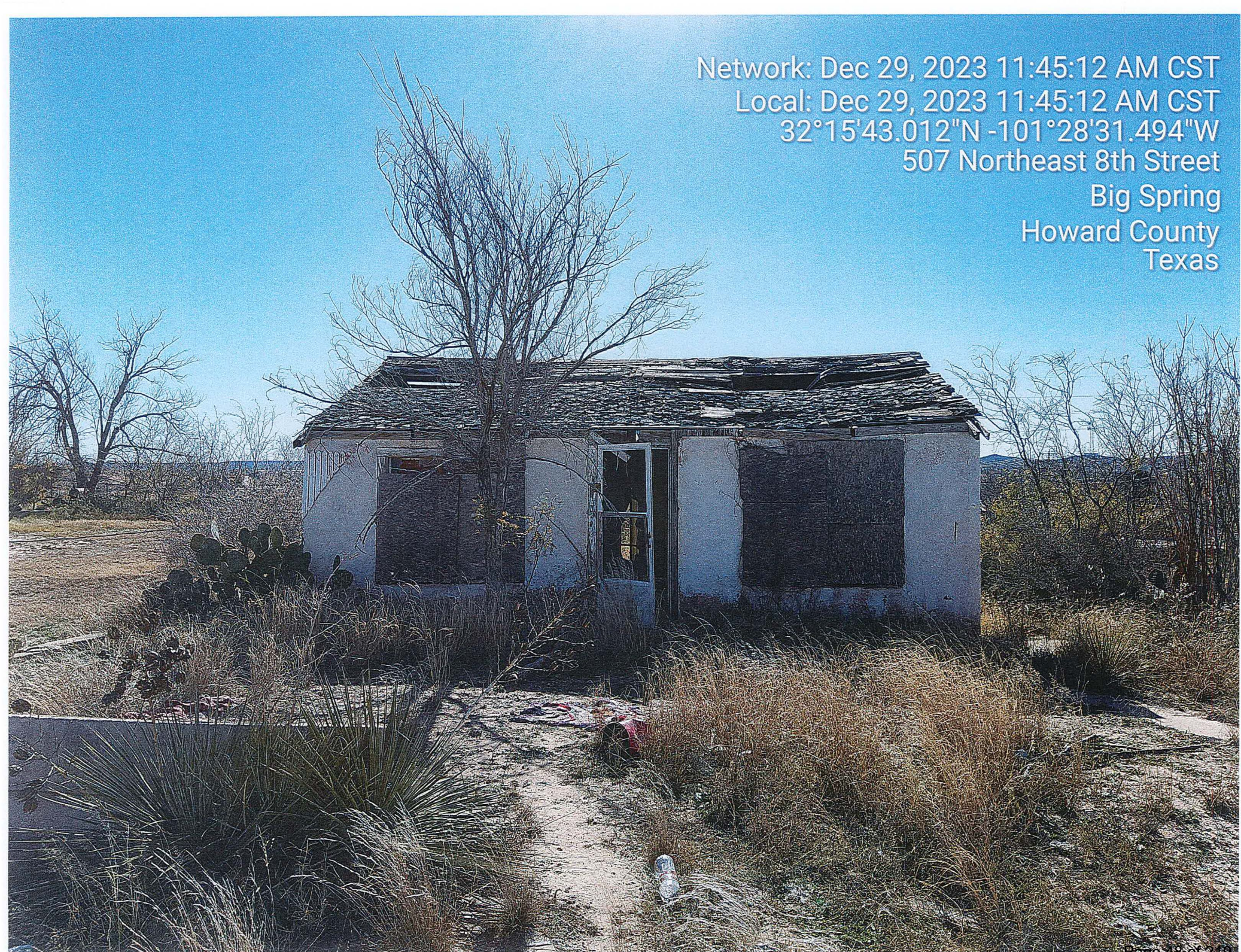
SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.

Andrew W Hagen
Notary Public, State of Texas



Exhibit B-4

Network: Dec 29, 2023 11:45:12 AM CST
Local: Dec 29, 2023 11:45:12 AM CST
32°15'43.012"N -101°28'31.494"W
507 Northeast 8th Street
Big Spring
Howard County
Texas



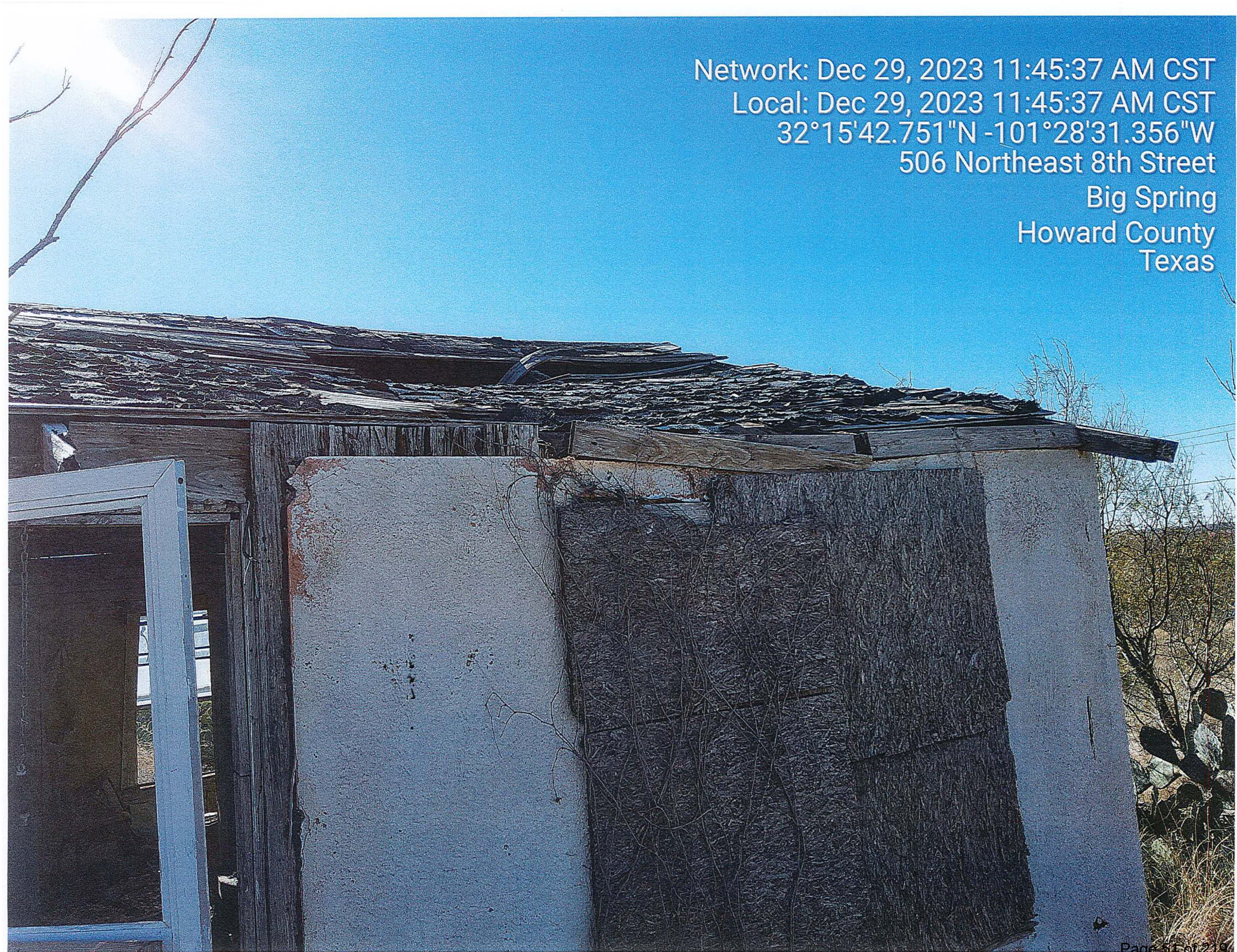
Network: Dec 29, 2023 11:45:20 AM CST
Local: Dec 29, 2023 11:45:20 AM CST
32°15'43.004"N -101°28'31.521"W
507 Northeast 8th Street
Big Spring
Howard County
Texas



Network: Dec 29, 2023 11:45:20 AM CST
Local: Dec 29, 2023 11:45:20 AM CST
32°15'43.004"N -101°28'31.521"W
507 Northeast 8th Street
Big Spring
Howard County
Texas



Network: Dec 29, 2023 11:45:37 AM CST
Local: Dec 29, 2023 11:45:37 AM CST
32°15'42.751"N -101°28'31.356"W
506 Northeast 8th Street
Big Spring
Howard County
Texas



Network: Dec 29, 2023 11:45:40 AM CST
Local: Dec 29, 2023 11:45:40 AM CST
32°15'42.742"N -101°28'31.347"W
506 Northeast 8th Street
Big Spring
Howard County
Texas

Network: Dec 29, 2023 11:45:43 AM CST
Local: Dec 29, 2023 11:45:43 AM CST
32°15'42.727"N -101°28'31.331"W
506 Northeast 8th Street
Big Spring
Howard County
Texas

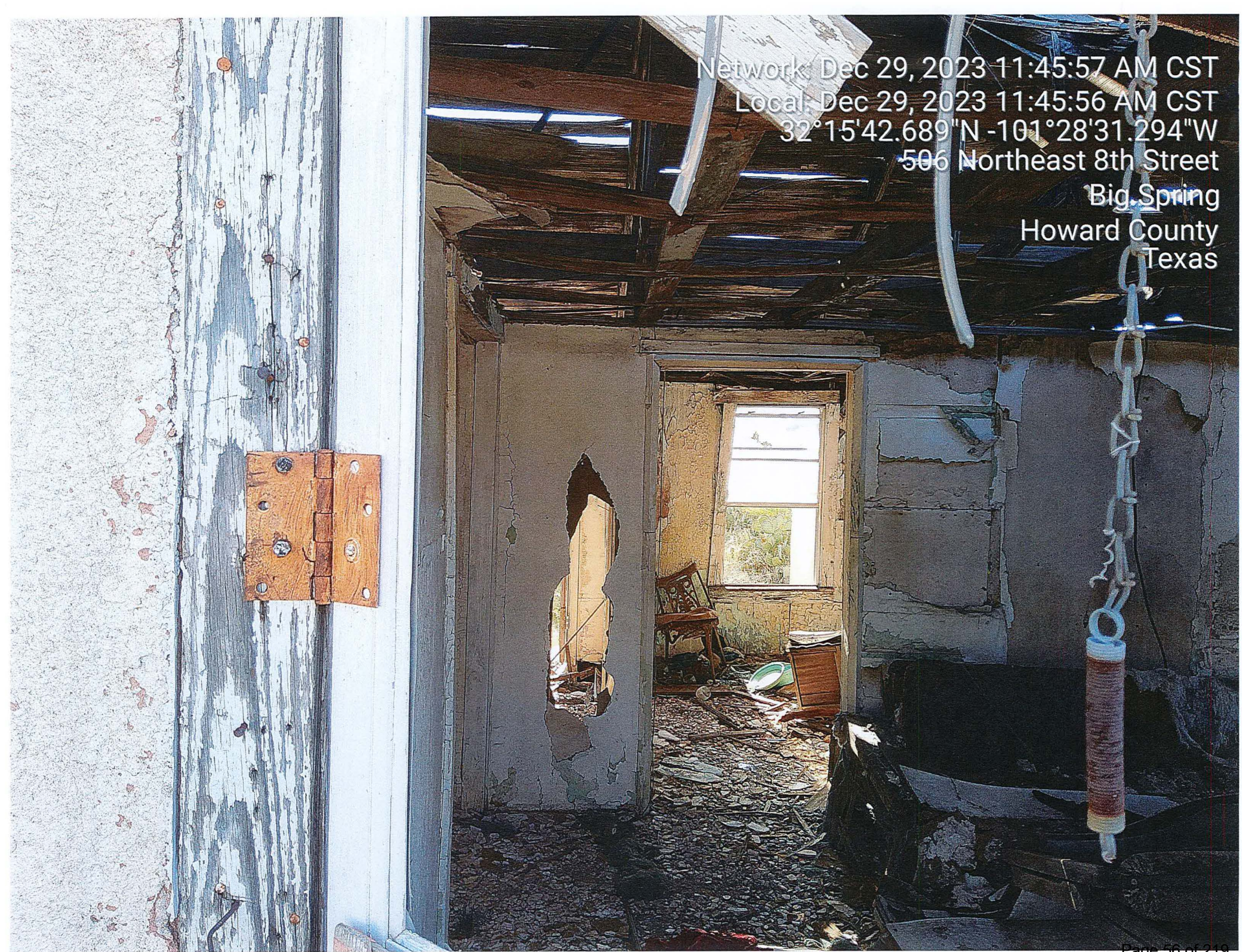


Network: Dec 29, 2023 11:45:43 AM CST
Local: Dec 29, 2023 11:45:43 AM CST
32°15'42.727"N -101°28'31.331"W
506 Northeast 8th Street
Big Spring
Howard County
Texas

Network: Dec 29, 2023 11:45:54 AM CST
Local: Dec 29, 2023 11:45:54 AM CST
32°15'42.686"N -101°28'31.299"W
506 Northeast 8th Street
Big Spring
Howard County
Texas



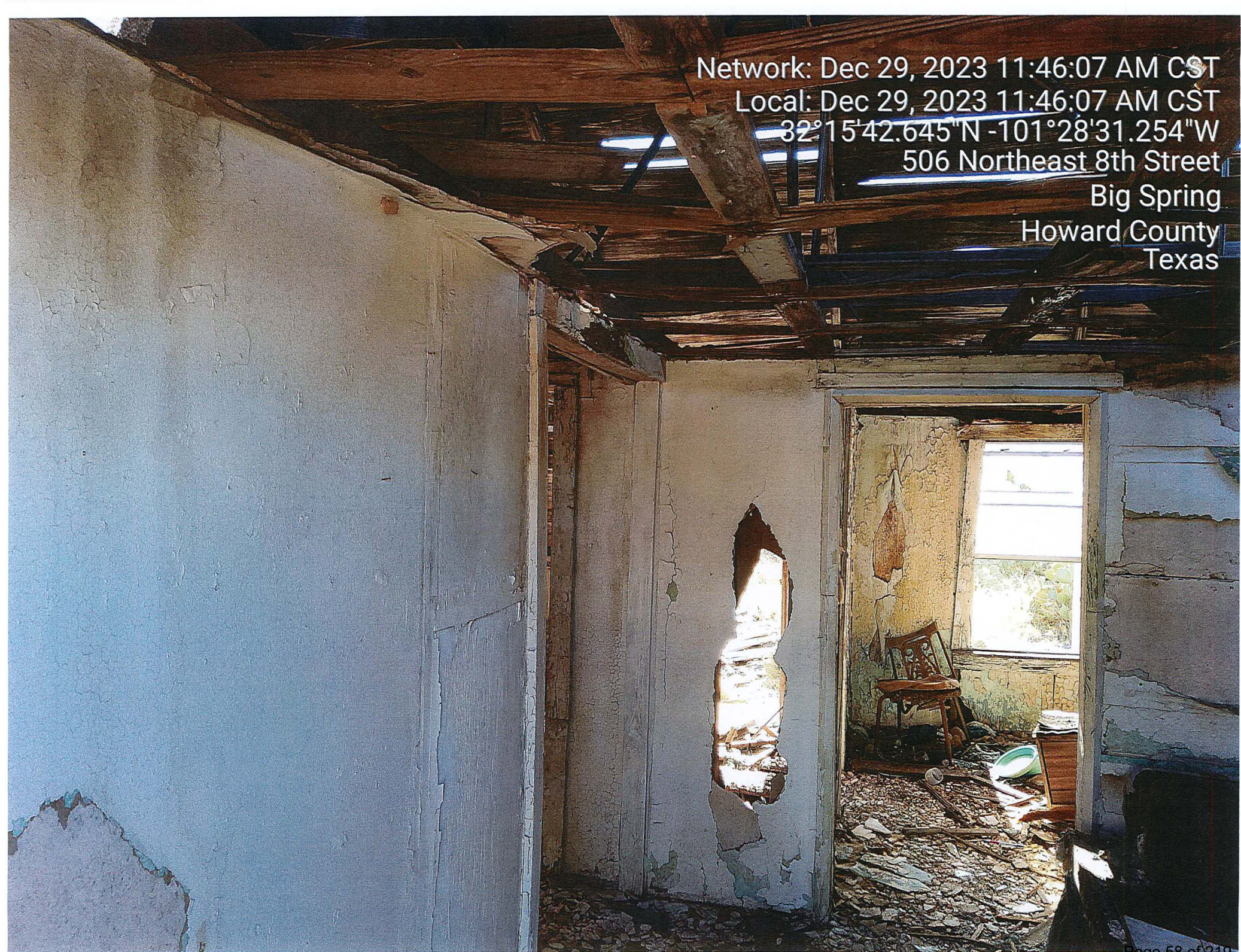
Network: Dec 29, 2023 11:45:57 AM CST
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506 Northeast 8th Street
Big Spring
Howard County
Texas



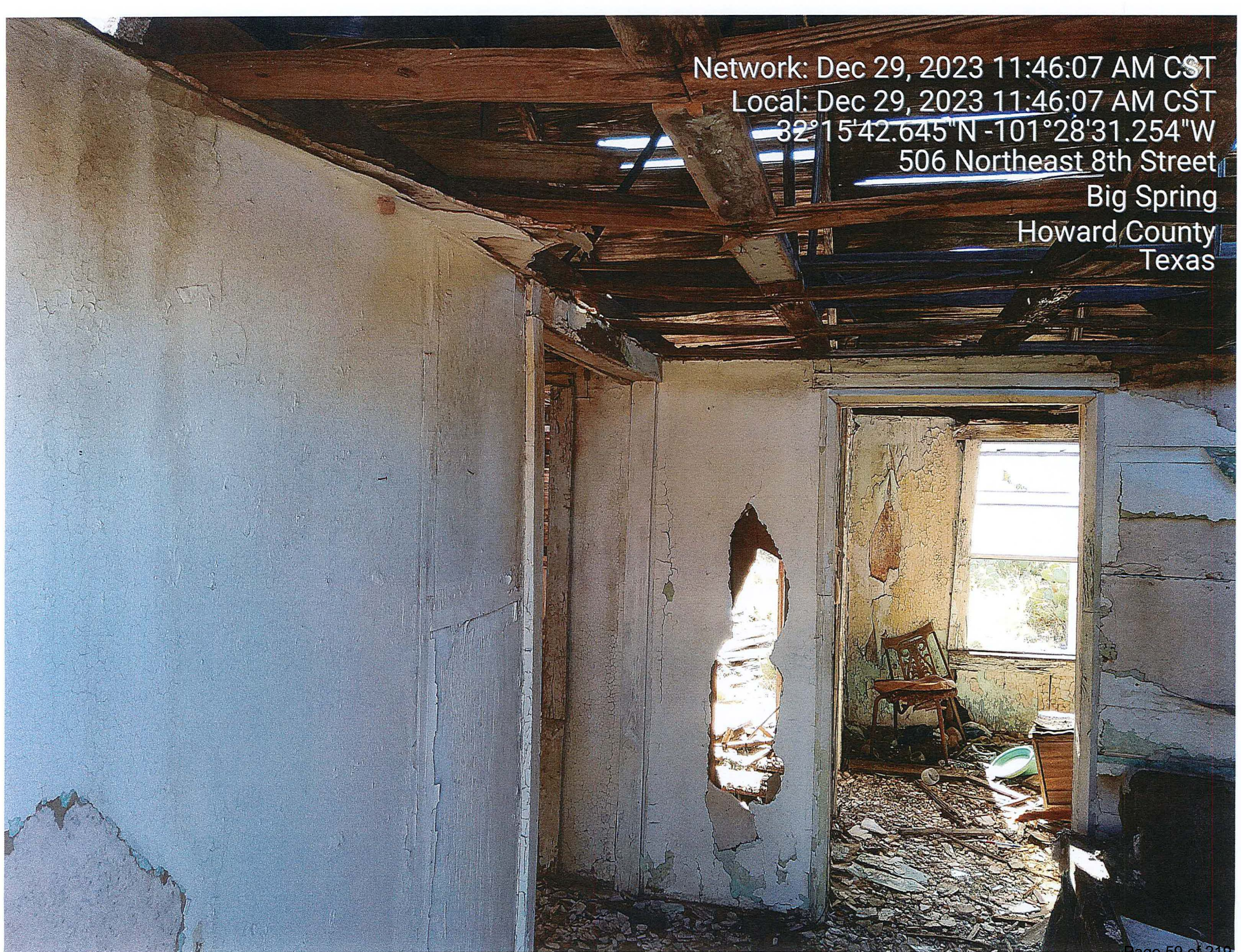
Network: Dec 29, 2023 11:46:04 AM CST
Local: Dec 29, 2023 11:46:04 AM CST
32°15'42.643"N -101°28'31.251"W
506 Northeast 8th Street
Big Spring
Howard County
Texas



Network: Dec 29, 2023 11:46:07 AM CST
Local: Dec 29, 2023 11:46:07 AM CST
32°15'42.645"N -101°28'31.254"W
506 Northeast 8th Street
Big Spring
Howard County
Texas



Network: Dec 29, 2023 11:46:07 AM CST
Local: Dec 29, 2023 11:46:07 AM CST
32°15'42.645"N -101°28'31.254"W
506 Northeast 8th Street
Big Spring
Howard County
Texas



Network: Dec 29, 2023 11:46:12 AM CST
Local: Dec 29, 2023 11:46:12 AM CST
32°15'42.664"N -101°28'31.26"W
506 Northeast 8th Street
Big Spring
Howard County
Texas





Galaxy Tab S8+
January 10, 2024 11:12 AM



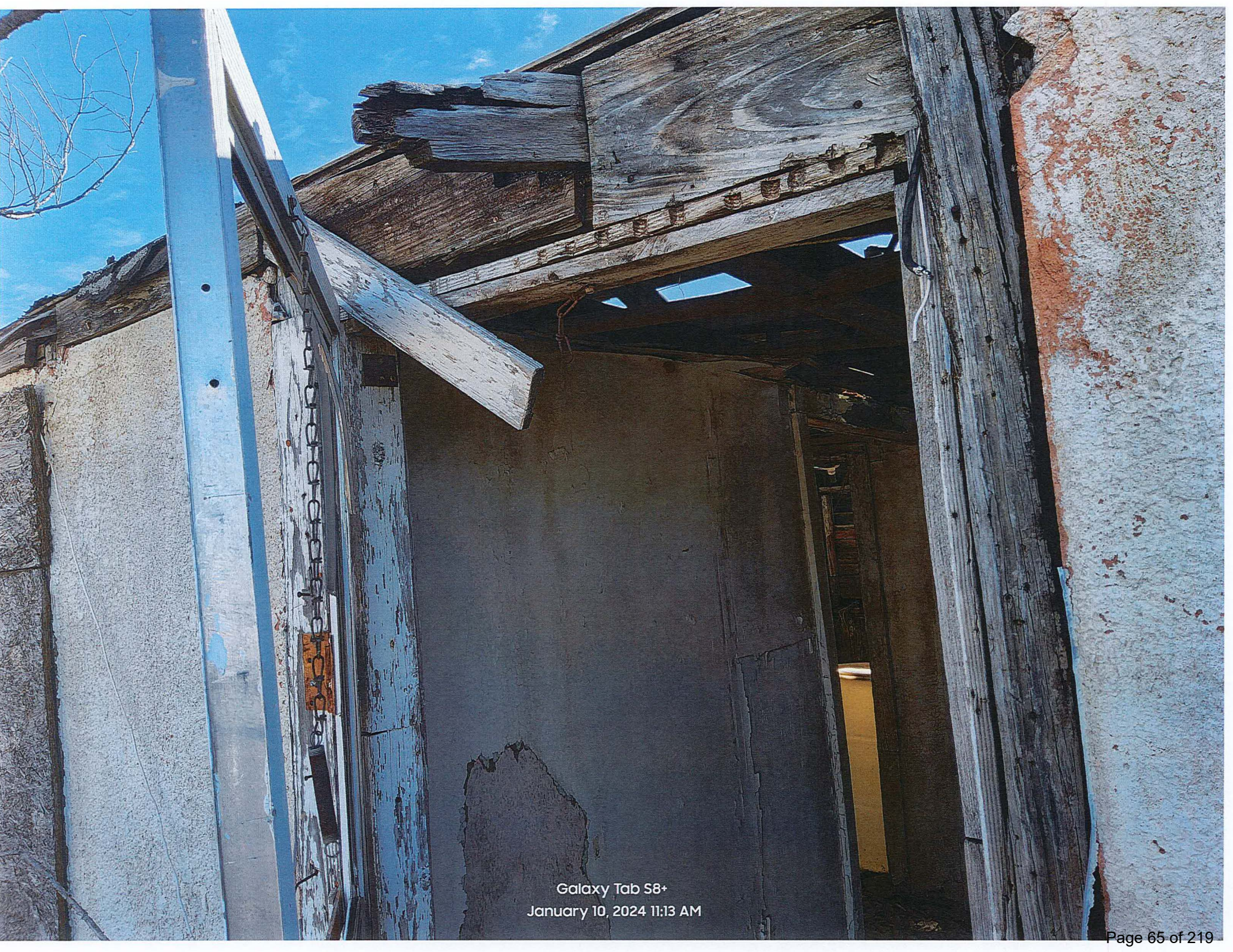
Galaxy Tab S8+
January 10, 2024 11:12 AM

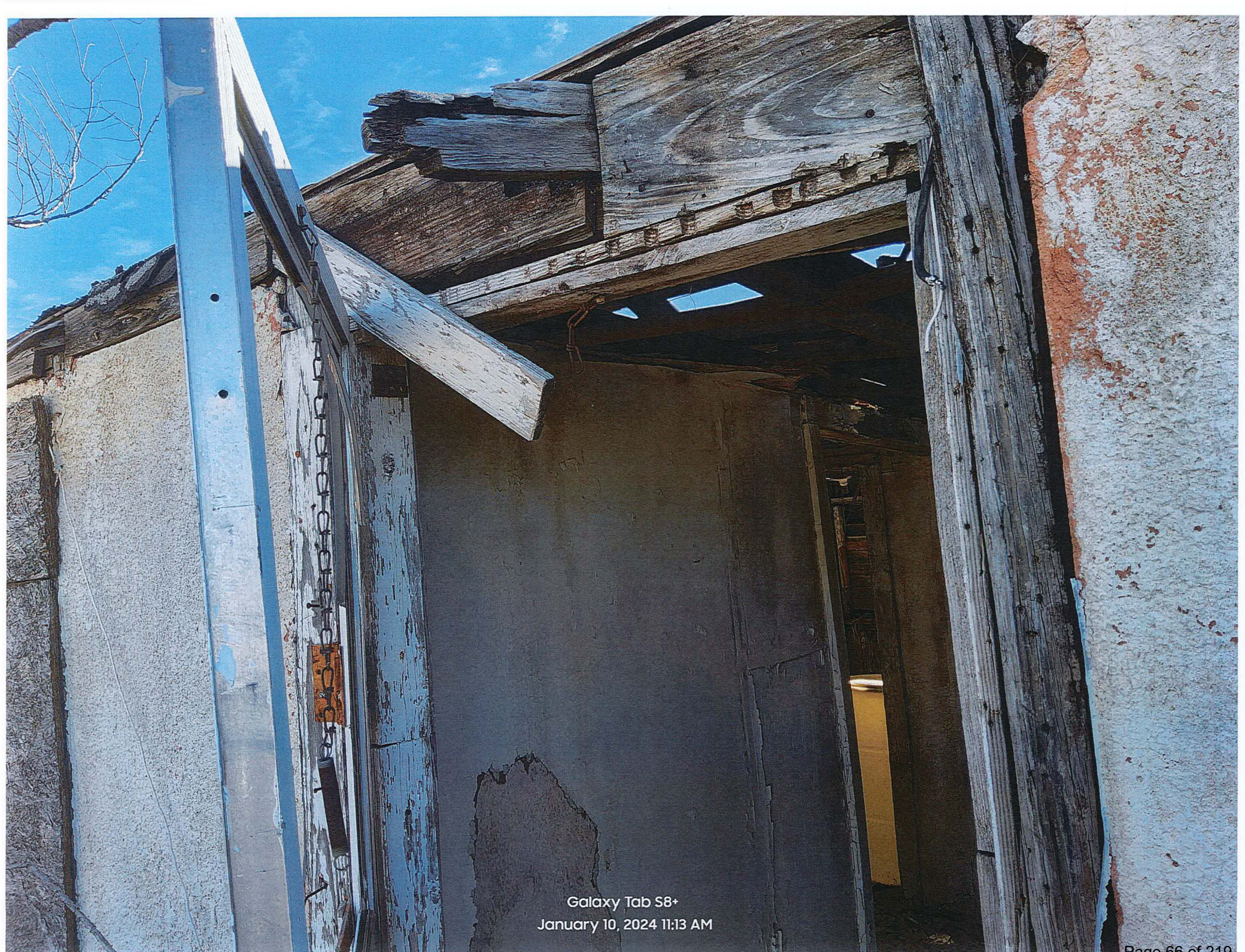


Galaxy Tab S8+
January 10, 2024 11:13 AM

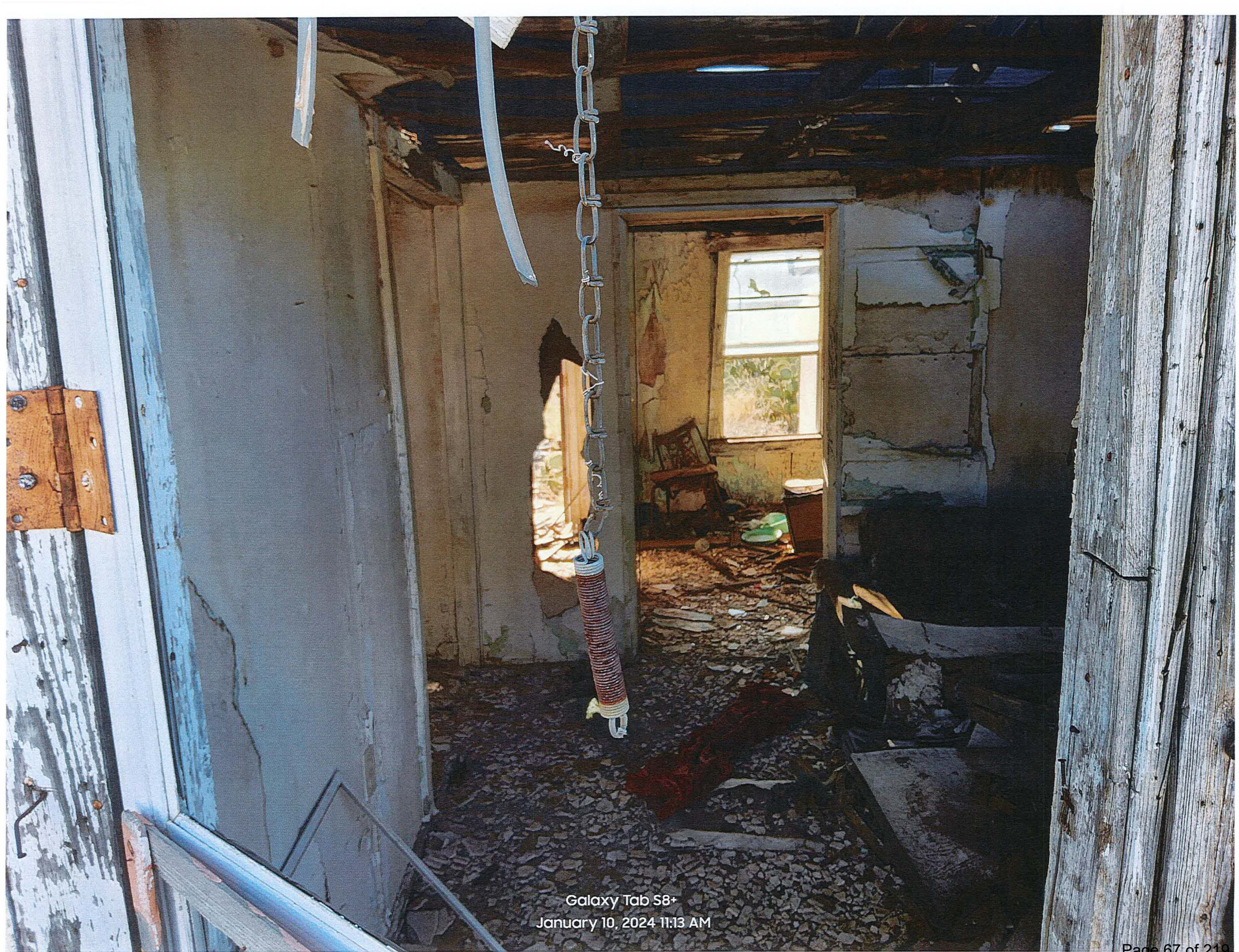


Galaxy Tab S8
January 10, 2024 11:13 AM





Galaxy Tab S8+
January 10, 2024 11:13 AM



Galaxy Tab S8+
January 10, 2024 11:13 AM

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 16 day of January, 2024.

Shannon Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.



Andrew W Hagen
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

23-00000353

RODRIGUEZ RAMON
2009 W. COUNTY RD UNIT A
MIDLAND, TX 79706

Subject Property: 506 NE 8TH , BIG SPRING, TX 79720
APN: 294366

Dear RODRIGUEZ RAMON

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 IS SEVEN (7) DAYS FROM DATE OF MAILING 01.02.23
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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,

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

Shannon Fant
Code Enforcement



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

January 12, 2024

RAMON RODRIGUEZ
2009 W. COUNTY RD. UNIT A
MIDLAND, TX 79706

RAMON RODRIGUEZ
506 NE 8TH ST.
BIG SPRING, TX 79720

RAMON RODRIGUEZ
2009 WCR 117
MIDLAND, TX 79706

RAMON RODRIGUEZ
2009 WCR 117 UNIT A
MIDLAND, TX 79706

FOUR SEVENS OPERATING CO, LTD
306 W 7TH ST. SUITE 1045
FORT WORTH, TX 76102

Re: 506 NE 8TH, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SC 42 BK 32 1N TR 29 WILLIAM B CURRIE 44X140
613 0.141 ACRES ACQ 05272015, 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.	The building was abandoned and constitutes an attractive nuisance. Hazardous condition.

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 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 MAIN STRUCTURE.

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

Issued by

<u>Ashley Guerra</u>	<u>Code Compliance Official</u>
<i>Name</i>	<i>Title</i>
<u>+1 (432) 264-2505</u>	<u>aguerra@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 23, 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,



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

9589 0710 5270 0422 7405 05

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 506 NE 8TH FINAL NOTICE (Struct.)
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 Ramon Rodriguez	
Street and Apt. No., or PO Box No. 2009 WCR 117 UNITA	
City, State, ZIP+4® Midland, TX 79706	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7405 12

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee \$	Postmark Here 506 NE 8TH FINAL NOTICE (Struct.)
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 Four Seasons Operating Co. Ltd.	
Street and Apt. No., or PO Box No. 306 W 7th St Suite 1045	
City, State, ZIP+4® Fort Worth, TX 76102	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7404 75

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
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Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
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☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Ramon Rodriguez	
Street and Apt. No., or PO Box No. 2009 W. County Rd. UnitA	
City, State, ZIP+4® Midland, TX 79706	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7404 99

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City, State, ZIP+4® Midland, TX 79706	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

9589 0710 5270 0422 7404 82

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Postage \$	
Total Postage and Fees \$	
Sent To Ramon Rodriguez	
Street and Apt. No., or PO Box No. 506 NE 8TH ST	
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

COUNTY OF HOWARD

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**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for January 23, 2024, attached as **Exhibit B-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on January, 11th, 2024.

SIGNED on the 16 day of January, 2024.

Stans
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.

John W. Hagen
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 23RD, 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:

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

1319 UTAH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 3 WRIGHTS AIRPORT ANNEX (50X130) 550 0.149 ACRES – OWNER: MARGARET EASTER

506 NE 8TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 42 BK 32 1N TR 29 WILLIAM B CURRIE 44X140 613 0.141 ACRES ACQ 05272015 – OWNER: RAMON RODRIGUEZ

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



January 11, 2024 12:29 PM

801 PINE ST

Code Enforcement Officer: Malissa Garcia

73172

Exhibit C-1

STATE OF TEXAS

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COUNTY OF HOWARD

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

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

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

“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **801 Pine St**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 16 day of January, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024 by the above referenced Affiant.



Andrew W Hagen
Notary Public, State of Texas

173172

Exhibit C-2

13132

Property Details

Account

Property ID:	297123	Geographic ID: 51926005104
Type:	Real	Zoning:
Property Use:		Condo:

Location

Situs Address:	801 PINE
Map ID:	Mapsc0:
Legal Description:	SC 26 BK 33 1N 51X280 109.04 ACQ 03292017 BLK/TRACT 33 1N 0.33 ACRES
Abstract/Subdivision:	
Neighborhood:	NTPK

Owner ⓘ

Owner ID:	315162
Name:	BURCIAGA MARIA
Agent:	
Mailing Address:	801 PINE BIG SPRING , TX 79720
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

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

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

11/3/12

■ Property Taxing Jurisdiction

Owner: BURCIAGA MARIA %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$8,078	\$8,078	\$16.86	
03B	BIG SPRING ISD	0.763200	\$8,078	\$8,078	\$61.65	
049	PERMIAN BASIN UWCD	0.001648	\$8,078	\$8,078	\$0.13	
052	HOWARD COLLEGE	0.154789	\$8,078	\$8,078	\$12.50	
ZZZ	CREDIT	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 1.128353

Estimated Taxes With Exemptions: \$91.14

Estimated Taxes Without Exemptions: \$91.14

12/1/12

STATE OF TEXAS

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COUNTY OF HOWARD

CERTIFICATION
801 Pine St CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 16 day of January, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024

by the above referenced Affiant.



Al W Hagen
Notary Public, State of Texas

Exhibit C-3

11/3/12

NOTES

Incident Notes:

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

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

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

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

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On June, 19th, 2023 and September, 20th, 2023, I inspected the property described as:

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

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

SIGNED on the 16 day of January, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.

Andrew W Hagen
Notary Public, State of Texas



13172

Exhibit C-4

11/3/12



6/19/2023 9:49





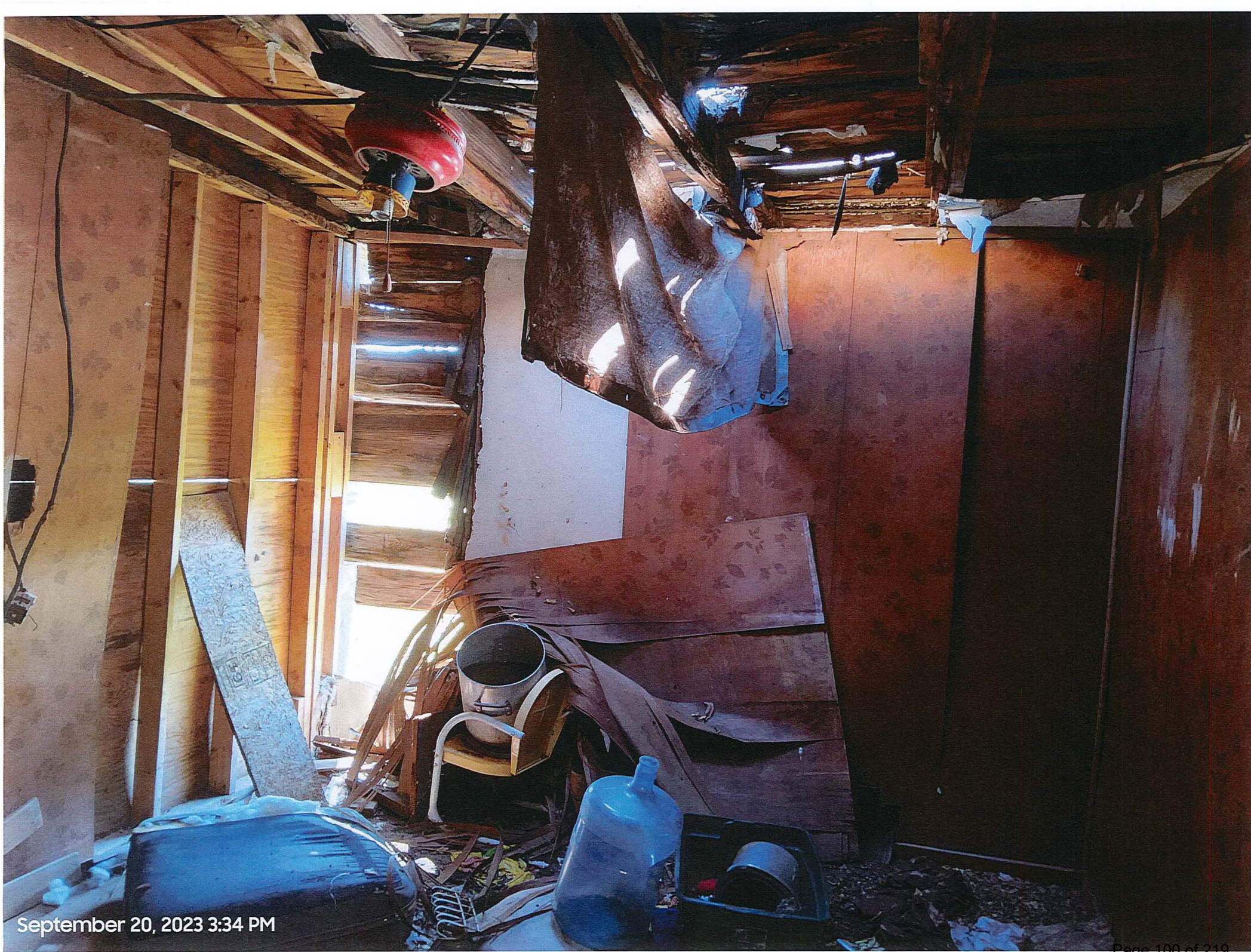




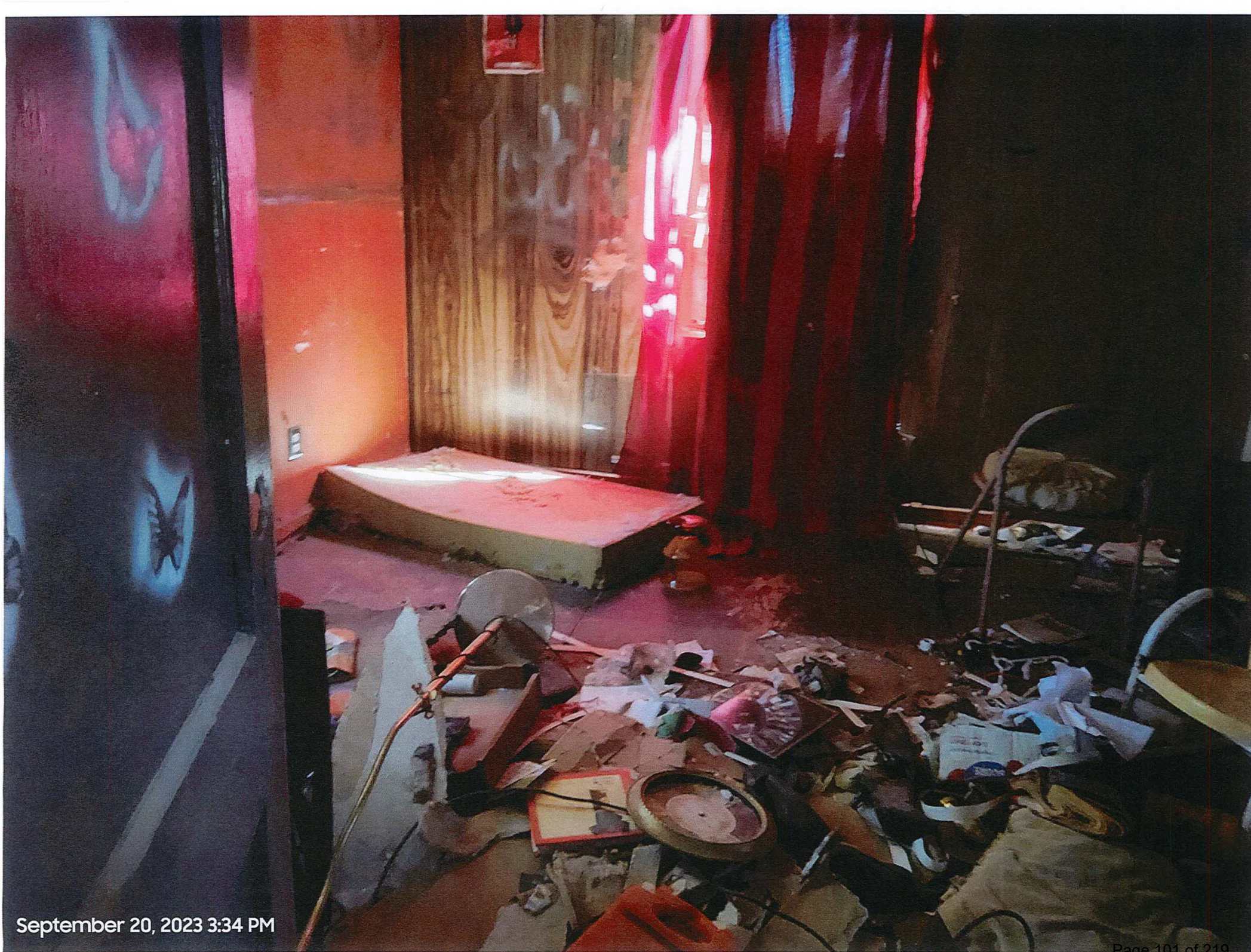
September 20, 2023 3:33 PM



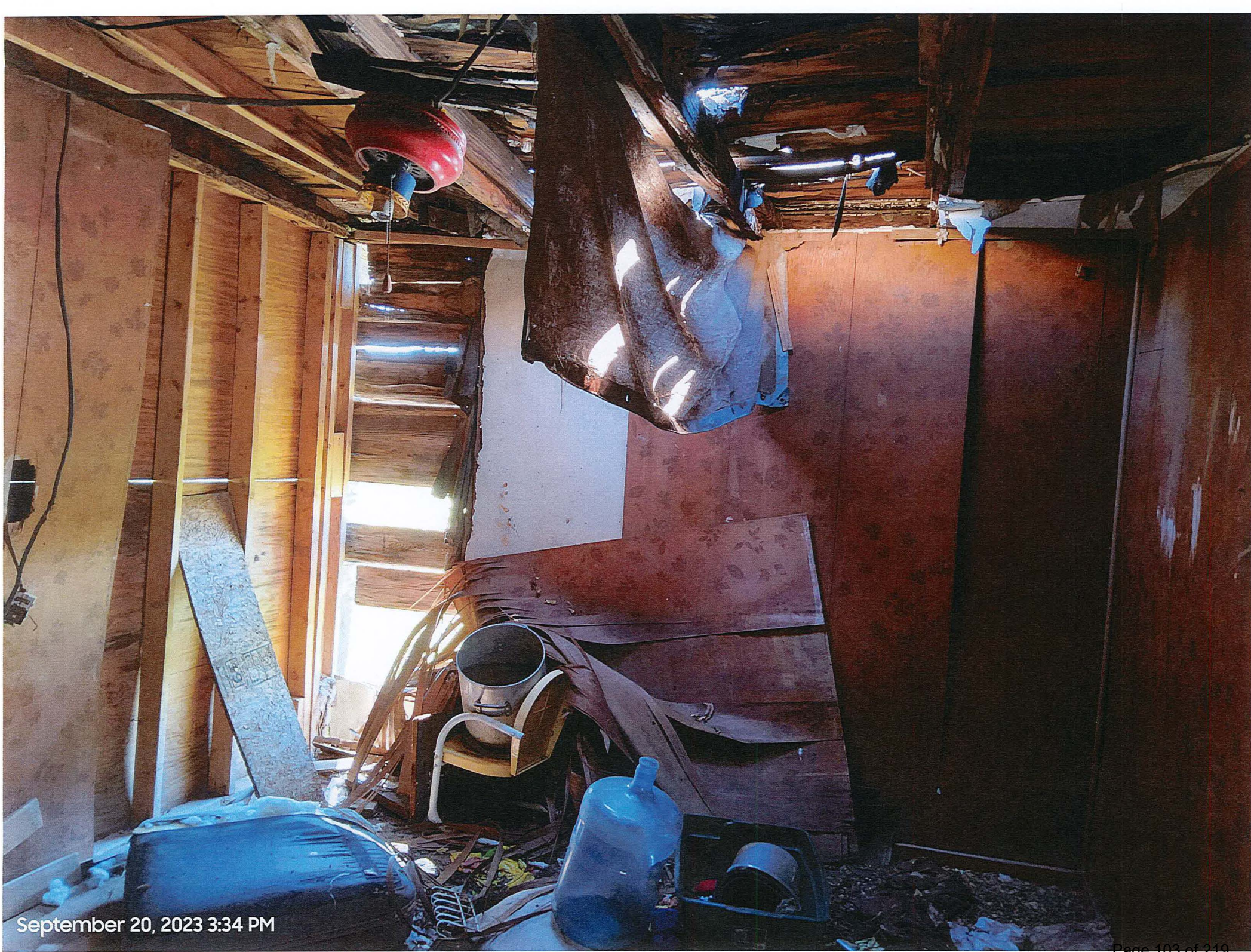
September 20, 2023 3:33 PM



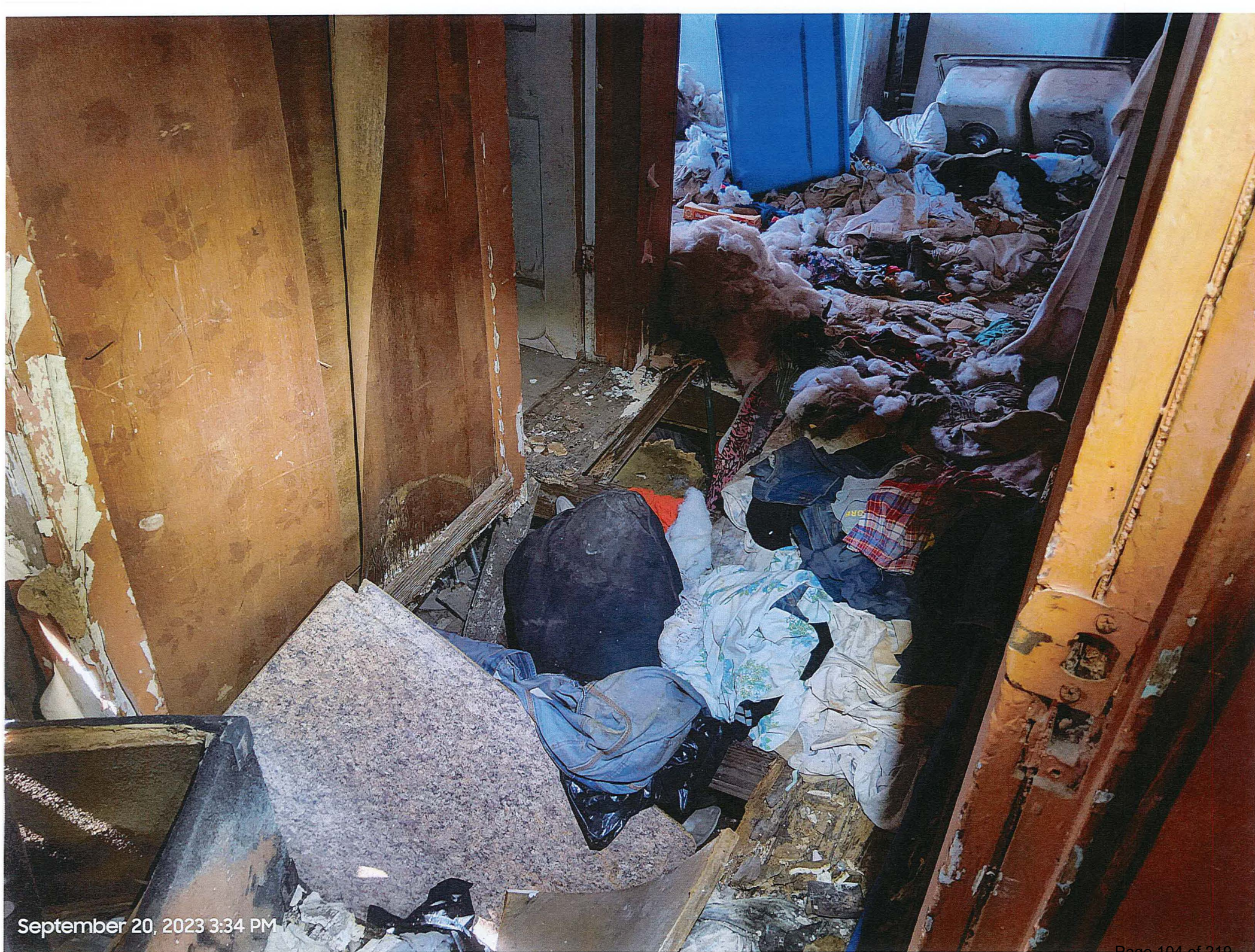
September 20, 2023 3:34 PM







September 20, 2023 3:34 PM

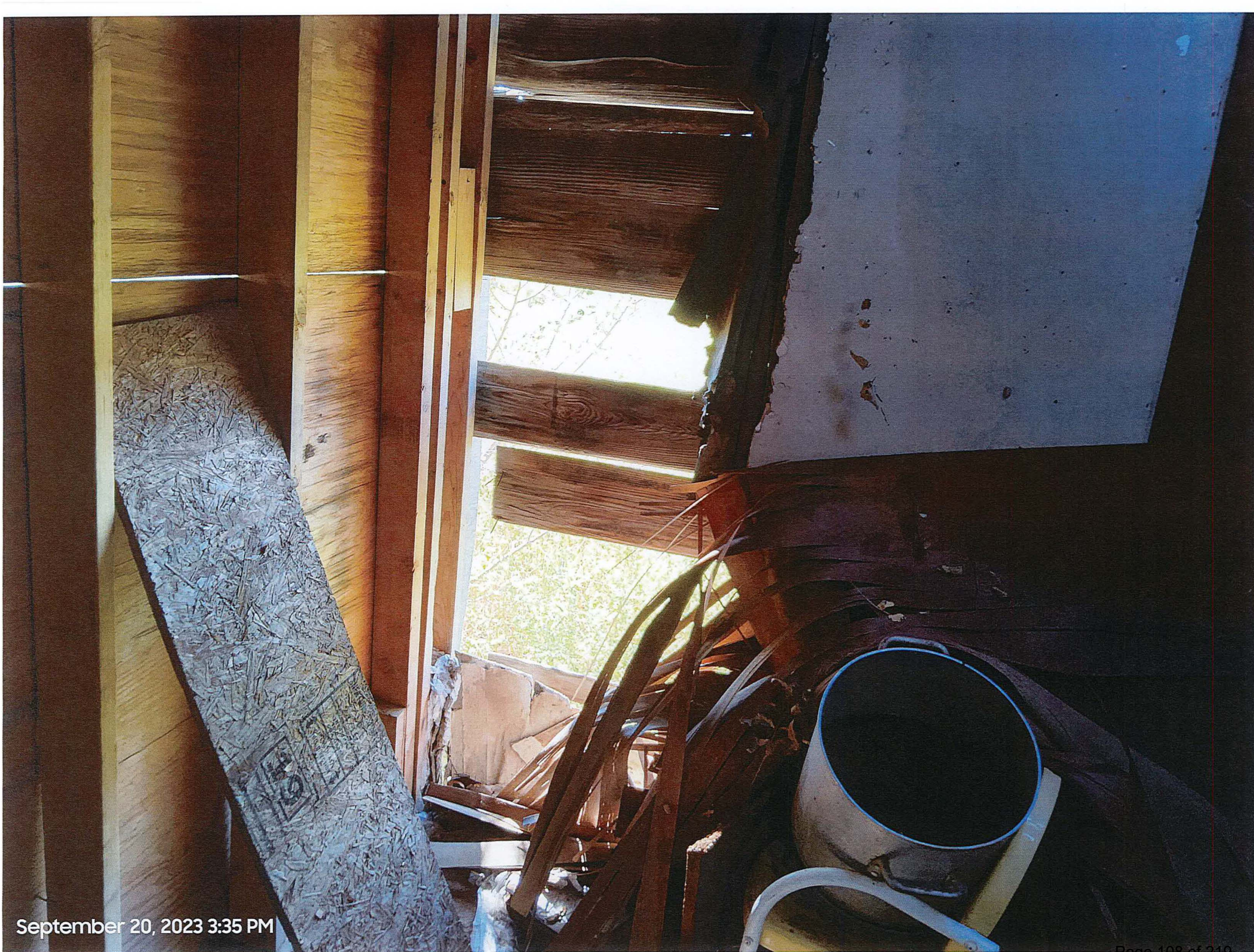


September 20, 2023 3:34 PM



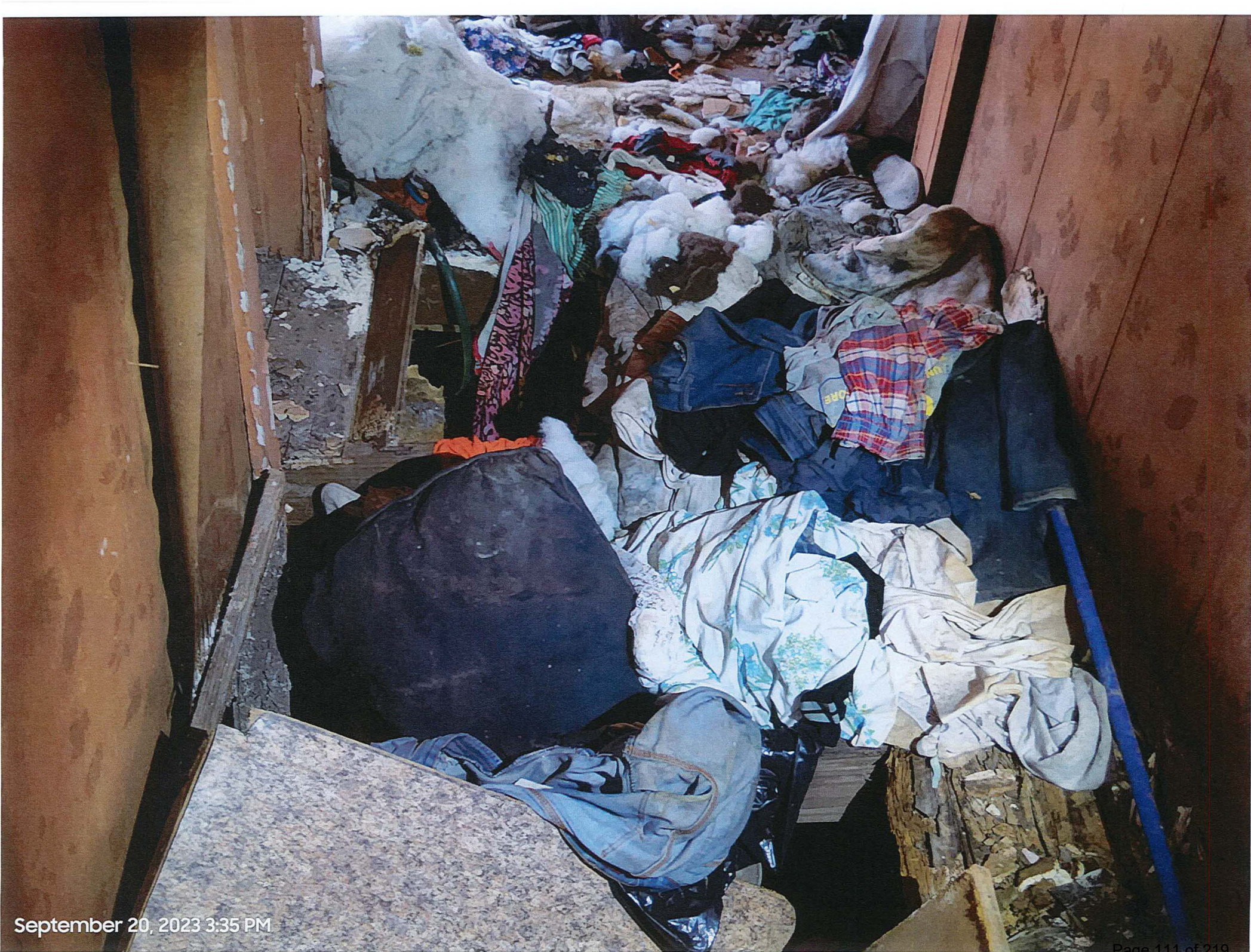












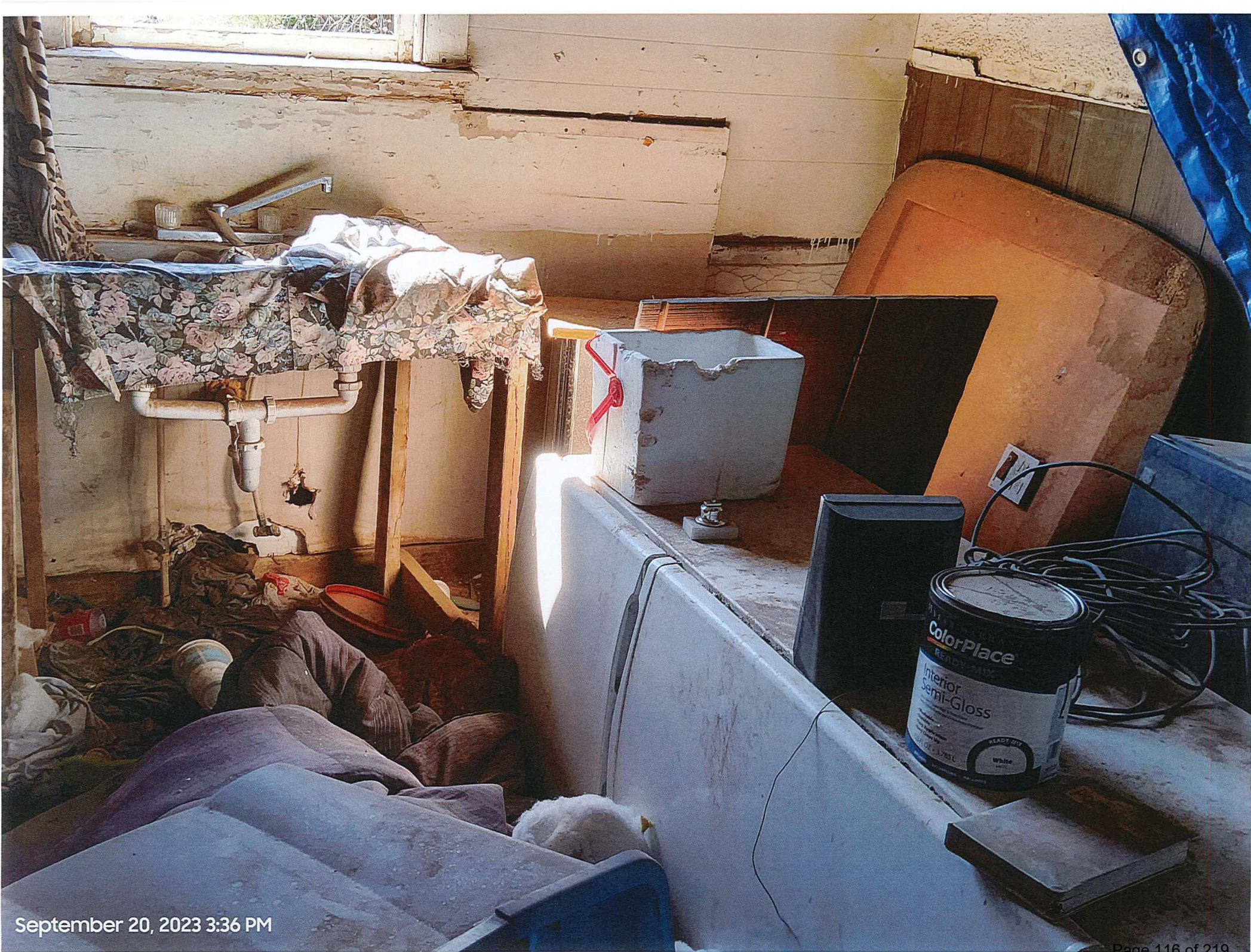




September 20, 2023 3:35 PM











September 29, 2023 3:37 PM



September 20, 2023 3:37 PM









September 20, 2023 3:38 PM

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

“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 16 day of January, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.

Andrew W Hagen
Notary Public, State of Texas



113172

Exhibit C-5

11/3/12



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

August 31st, 2023

Maria Burciaga
801 Pine St
Big Spring, Texas 79720

Re: 801 Pine St, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017
BLK/TRACT 33 1N 0.33 ACRES, HOWARD COUNTY

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

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

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

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

Corrective Action Sought by Code Compliance

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

Repair
of structure(s).

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

Issued by

Malissa Garcia

Code Officer

Name

Title

432-264-2506

mgarcia@mybigspring.com

Phone

E-mail

The City's goal is voluntary compliance.

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

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, September 12, 2023** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

(b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



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



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

September 15, 2023

Maria Burciaga
801 Pine St
Big Spring, Texas 79720

Re: 801 Pine St, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017
BLK/TRACT 33 1N 0.33 ACRES, HOWARD COUNTY

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The structure has unsecure doors creating an attractive nuisance to the public. The structures exterior has not been maintained and is severely dilapidated. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have	The roof has defects that admit rain and is not sound and not tight.

defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	
--	--

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

Corrective Action Sought by Code Compliance

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

Demolish and Remove
of structure(s).

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

Issued by

Malissa Garcia

Name

Code Enforcement Officer

Title

+1 (432) 264-2506

Phone

mgarcia@mybigspring.com

E-mail

The City's goal is voluntary compliance.

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

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

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

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

Court. The abatement procedure is separate from and in addition to any charge filed in Municipal Court.

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, September 26, 2023** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

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

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

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

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

Sincerely,



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



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

January 12, 2024

MARIA BURCIAGA / MARIA CARPENTER
801 PINE
BIG SPRING, TX 79720

MARIA ISABEL BURCIAGA / MARIA ISABEL CARPENTER
212 NE 10TH ST.
BIG SPRING, TX 79720

MARIA ISABEL CARPENTER
1202 LLOYD AVE.
BIG SPRING, TX 79720

MARIA ISABEL CARPENTER
215 NE 9TH ST.
BIG SPRING, TX 79720

RUDY CARPENTER
212 NE 10TH ST.
BIG SPRING, TX 79720

RUDY A. CARPENTER
605 S. BELL ST.
BIG SPRING, TX 79720

Re: 801 PINE ST, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: SC 26 BK 33 1N 51X280 109.04 ACQ 03292017
BLK/TRACT 33 1N 0.33 ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or	The building had fire damage to the roof that has not been repaired. Hazardous condition.

defects described as follows shall be considered to be hazardous: 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	
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 MAIN STRUCTURE.

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

Issued by

Malissa Garcia
Name

Code Enforcement Officer
Title

+1 (432) 264-2506
Phone

mgarcia@mybigspring.com
E-mail

The City's goal is voluntary compliance.

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

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

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, January 23, 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.

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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 cursive script, reading "M. Garcia", is written over a horizontal line.

Malissa Garcia, Code Enforcement Officer
City of Big Spring, Texas

9589 0710 5270 0422 7404 13

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 \$	1/12/2024
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	801 Pine FINAL NOTICE (Struct.)
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Maria Burciaga / Maria Carpenter	
Street and Apt. No., or PO Box No. 801 Pine	
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 7404 37

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 \$	
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	801 PINE FINAL NOTICE (Struct.)
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Maria Isabel Carpenter	
Street and Apt. No., or PO Box No. 1202 Lloyd Ave.	
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 7404 68

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 \$	
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	801 PINE FINAL NOTICE (Struct.)
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Rudy A. Carpenter	
Street and Apt. No., or PO Box No. 6055 Bell St.	
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 7404 20

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 \$	
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	801 PINE FINAL NOTICE (Struct.)
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Maria Isabel Burciaga / Maria Isabel Carpenter	
Street and Apt. No., or PO Box No. 212 NE 10TH St.	
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 7404 44

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 \$	
Extra Services & Fees (check box, add fee as appropriate)	Postmark Here
☐ Return Receipt (hardcopy) \$	801 PINE FINAL NOTICE (Struct.)
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To Maria Isabel Carpenter	
Street and Apt. No., or PO Box No. 215 NE 9TH St.	
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 7404 51

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 \$	
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 \$	
Total Postage and Fees \$	
Sent To Rudy Carpenter	
Street and Apt. No., or PO Box No. 212 NE 10TH St.	
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

§

§

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 23, 2024, attached as **Exhibit C-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on January, 11th, 2024.

SIGNED on the 14 day of January, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 16 day of January, 2024
by the above referenced Affiant.

Andrew W Hagen
Notary Public, State of Texas



13172

Exhibit C-6

11/3/12



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 23RD, 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:

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

1319 UTAH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 10 BK 3 WRIGHTS AIRPORT ANNEX (50X130) 550 0.149 ACRES – OWNER: MARGARET EASTER

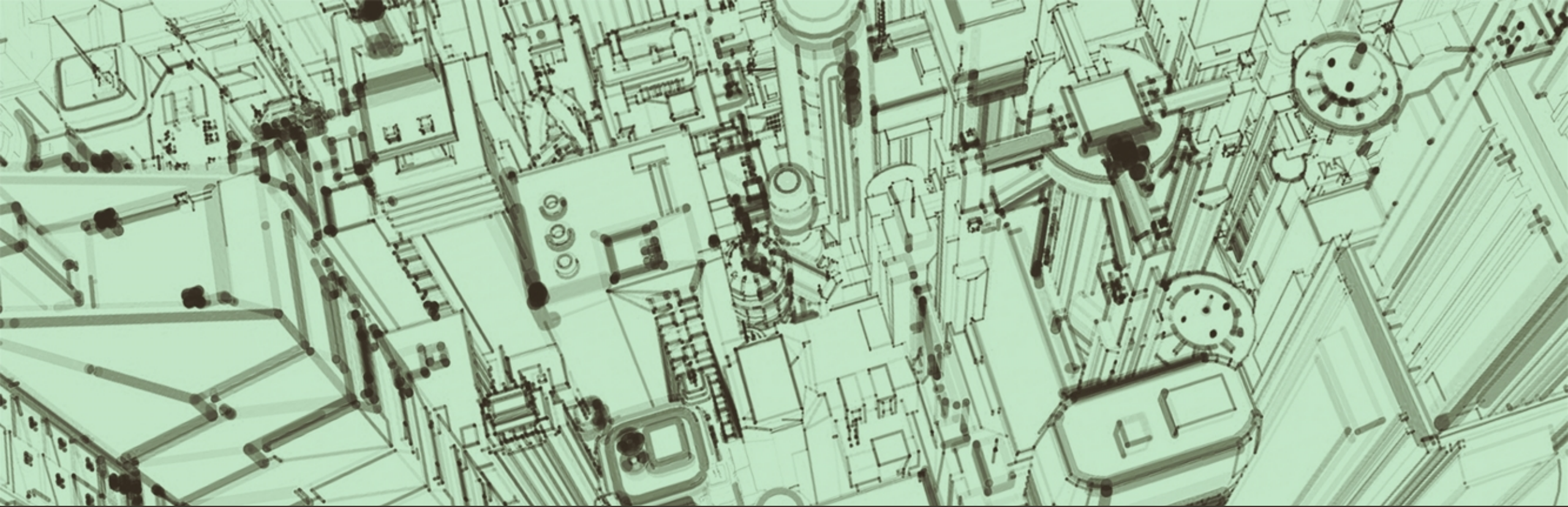
506 NE 8TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SC 42 BK 32 1N TR 29 WILLIAM B CURRIE 44X140 613 0.141 ACRES ACQ 05272015 – OWNER: RAMON RODRIGUEZ

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





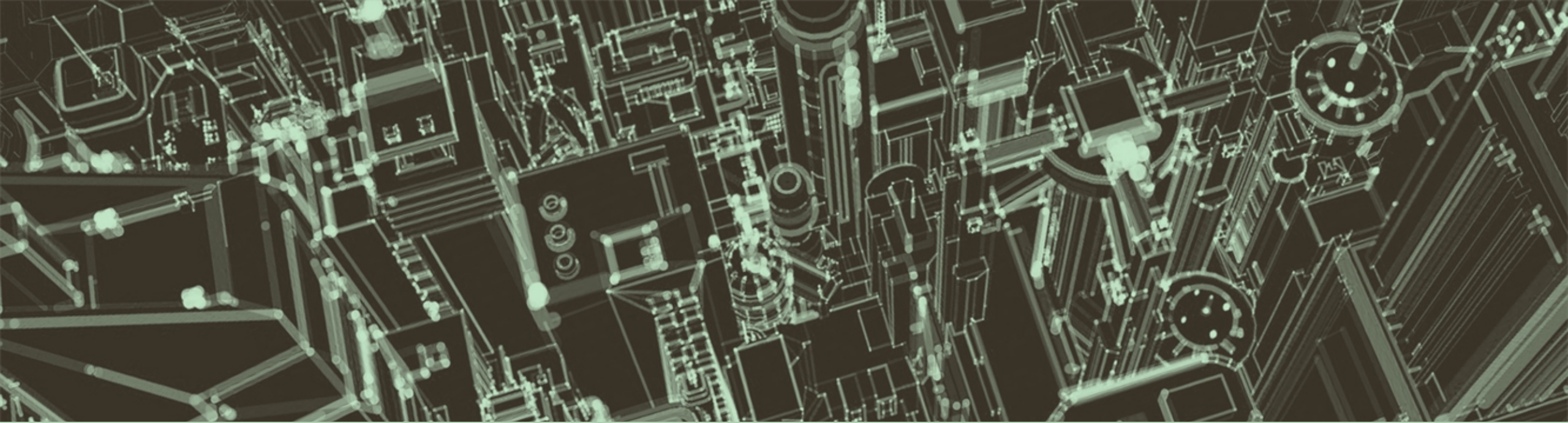
Premises Nuisance Abatement

A Report on the Administrative Hearings Held on January 17th, 2024



Properties Subject to the Administrative Hearings

1. 1201 Barnes
2. 1211 Sycamore
3. 1309 Dixie
4. 1313 Dixie
5. 1314 State Park
6. 1411 Settles
7. 1503 Lexington
8. 1003 N Runnels
9. 1400 Mesa
10. 812 San Antonio



Premises Subject to Abatement

An Order of Abatement was issued in respect of the ten properties.



1201 Barnes as of January 5th, 2024



1211 Sycamore as of January 5th, 2024



1309 Dixie & 1313 Dixie as of January 4th, 2024

- The properties on 1309 Dixie and 1313 Dixie are owned by the same owner and are located side-by-side.



1314 State Park as of January 5th, 2024



1411 Settles as of January 5th, 2024

- The occupant 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.



1503 Lexington as of January 5th, 2024

- The occupant 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.



1003 N Runnels as of October 20th, 2023

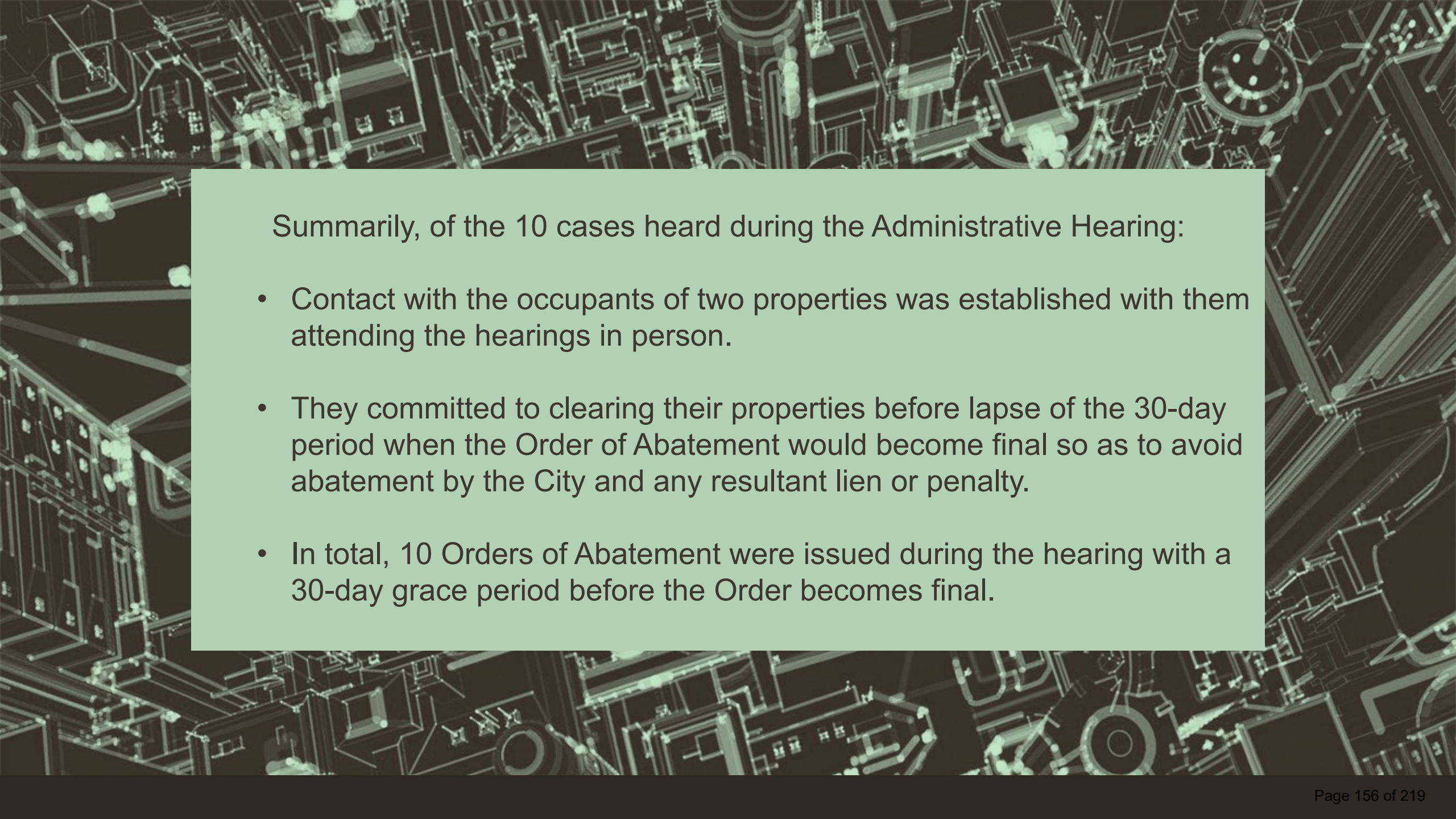


1400 Mesa as of October 27th, 2023



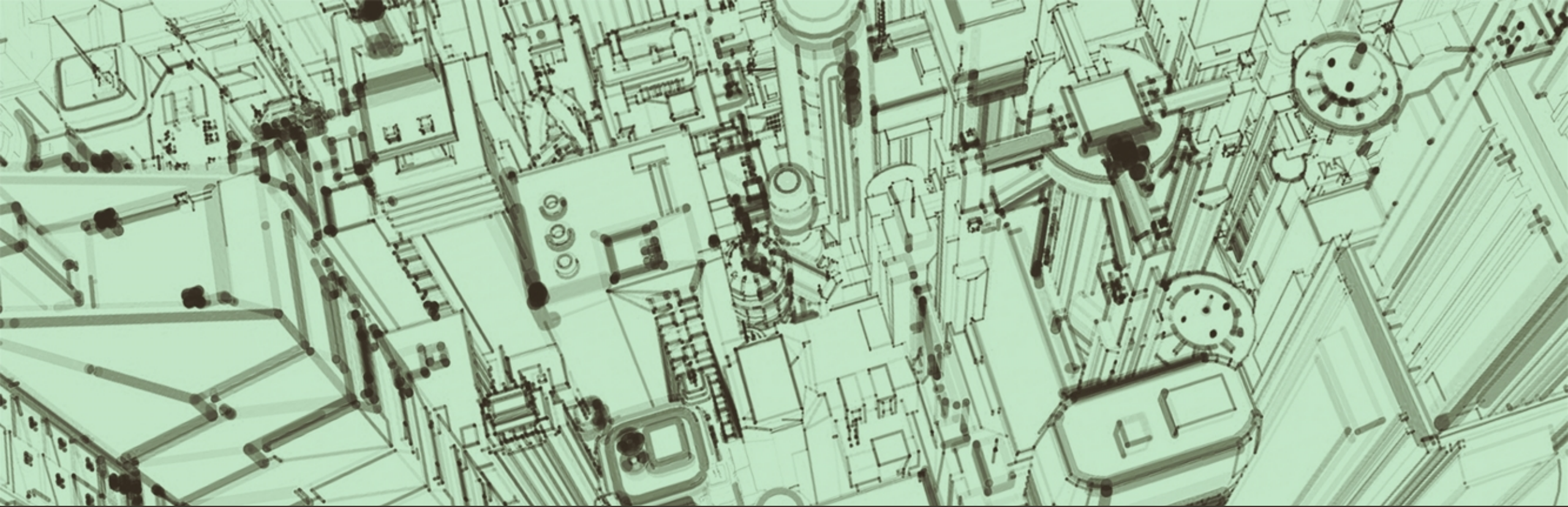
812 San Antonio as of October 5th, 2023





Summarily, of the 10 cases heard during the Administrative Hearing:

- Contact with the occupants of two properties was established with them attending the hearings in person.
- They committed to clearing their properties before lapse of the 30-day period when the Order of Abatement would become final so as to avoid abatement by the City and any resultant lien or penalty.
- In total, 10 Orders of Abatement were issued during the hearing 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, January 9, 2024, with the following members present in person:

COUNCIL MEMBER GLORIA MCDONALD
COUNCIL MEMBER TROY TOMPKINS
MAYOR ROBERT MOORE
COUNCIL MEMBER MAURY SMITH
COUNCIL MEMBER CODY HUGHES
COUNCIL MEMBER DIANE YANEZ

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
HAYLEY LEWIS	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

Mayor Moore called the City Council meeting to order at 5:30 p.m.

Invocation

Brother Glenn Faris, Crossroads Baptist Association, 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 asked for a moment of silence in respect of Mayor Pro Tem Ornelas and his family on the recent loss of a family member.

Mayor Moore introduced Adrianna Marquez who is running for Miss Texas Latina and this is the first time Big Spring has been represented.

Scott Emerson asked the Council Members and staff to consider moving the Vietnam Memorial to a new location on city property.

MOTION WAS MADE BY Mayor Moore to open the below listed public hearings, seconded by Council Member McDonald.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

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

Carlos Munoz - 1104 Sycamore

Renter - 1609 Young St.

Announcements, Presentations and Public Hearings

**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**

MOTION WAS MADE BY Mayor Moore to abate the above captioned property (107 NE 3rd St.), seconded by Council Member McDonald.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

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

MOTION WAS MADE BY Council Member Yanez to abate the rear structure of the above captioned property (109 NE 3rd St.), seconded by Council Member Hughes.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0**

NAYS: None

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 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

MOTION WAS MADE BY Council Member Smith to abate the garage of the above captioned property (1104 Sycamore), seconded by Council Member McDonald.

YEAS: Council Member Yanez, Council Member Smith 2

**NAYS: Mayor Moore, Council Member Hughes, Council Member McDonald, 4
Council Member Tompkins**

MOTION FAILED

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

MOTION WAS MADE BY Council Member McDonald to abate the rear structure at the above captioned property (1609 Young St), seconded by Council Member Yanez.

**YEAS: Mayor Moore, Council Member Yanez, Council Member McDonald, 4
Council Member Smith 2**

NAYS: Council Member Hughes, Council Member Tompkins

MOTION PASSED

MOTION WAS MADE BY Mayor Moore to close the above captioned public hearings, seconded by Council Member Smith.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0**

NAYS: None

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- 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

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 6 picked up 11 tons; Large item pickup for District 1 is coming up on January 16th; City offices will be closed on January 15th in observance of Martin Luther King; E-Waste Recycling Day will be on Saturday, January 13th and also there a card board recycling bin located at the mall parking lot and one at Roy Anderson sports complex.

Report on the Administrative Hearings Held on January 4th, 2024, Concerning Abatement of Premises Nuisance Violations

Andrew Hagen, City Attorney, updated the Council on some public nuisance hearings on nine properties for accumulated items.

Consent Items

Approval of the City Council Minutes of the Two Regular Meetings of December 12, 2023.

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes of a Regular Meeting of October 19, 2023.

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

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

Vouchers

Vouchers for 12/07/23	\$	506,464.61
Vouchers for 12/15/23	\$	804,868.77
Vouchers for 12/21/23	\$	374,980.37
Drafts	\$	1,614,636.96

Vouchers for 01/05/24 \$ 493,194.62

No one had a chance to review the above captioned vouchers. They will be moved to the next meeting for review.

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

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Whitewater Construction, Inc. in the amount of \$530,000.00, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0**

NAYS: None

MOTION PASSED

New Business

Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney

Council Members acknowledged receipt of the quarterly claims and litigation report from the City Attorney. No action taken.

Consideration and Possible Action to Accept the Following Donations:

Broughton Foundation to the Russ McEwen Aquatic Center

MOTION WAS MADE BY Mayor Moore to accept a donation from the Broughton Foundation to be used at the Russ McEwen Aquatic Center in the amount of \$250,000.00, seconded by Council Member Yanez.

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0**

NAYS: None

MOTION PASSED

Oxy Petroleum Corporation to the Big Spring Fire Department

MOTION WAS MADE BY Council Member Yanez to accept a donation from Oxy Petroleum Corporation to the Big Spring Fire Department in the amount of \$25,000.00, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6

Council Member McDonald, Council Member Tompkins, Council Member Smith 0
NAYS: None

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by 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

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

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0
NAYS: None

MOTION PASSED

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

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

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member Smith 0
NAYS: None

MOTION PASSED

Council Input

Input

Council Member Smith thanked everyone for being patience with him while going thru some health issues.

Council Member McDonald thanked Scott Emerson for his ideas on the Vietnam memorial and aslo thanked Mike Feeley for his work on the fuel service at the airpark. Council Member Yanez also thanked Scott Emerson.

Executive Session

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

**MOTION WAS MADE BY Mayor Moore to adjourn into the above captioned
executive session at 6:22 p.m., seconded by Council Member Hughes.**

**YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, 6
Council Member McDonald, Council Member Tompkins, Council Member 0
Smith**

NAYS: None

MOTION PASSED

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

**Mayor Moore reconvened the City Council meeting at 7:38 p.m. No action was
taken.**

Adjourn

Mayor Moore adjourned the City Council meeting at 7:43 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, November 21, 2023, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:19 p.m. Tuesday, November 21, 2023, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on November 17, 2023, to Board of Directors, the news media, and duly posted on November 17, 2023, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, November 21, 2023, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Welcome New Board Member, Brent Strande, Action on Minutes of the October 17, 2023, Regular Meeting, Consideration/Action to Approve October Investment Report and Financials, Approval of Authorized Signatures for Financial Institutions, Executive Session, Action as a Result of Executive Session, Directors Report, Board Comment, and Adjourn".

Directors Present:

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

Directors Absent:

Staff Present:

Mr. Mark Willis,
Ms. Teresa Morris

Guests that signed in: None

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

Ms. Scott called the meeting to order at 5:19 p.m. Mr. De La Garza led the invocation and pledge.

ACTION ITEM #2- Public Comment:

None

ACTION ITEM #3- Welcome New Board Member:

Ms. Scott officially welcomed Mr. Brent Strande to the Board.

AGENDA ITEM #4- Action on Minutes of the October 17, 2023 Regular Meeting:

Ms. Scott presented the Minutes. The motion to accept the Minutes was made by Mr. Williams seconded by Mr. De La Garza. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

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

Mr. De La Garza presented the investment report and financials and made a motion to approve seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #6- Approval of Authorized Signatures for Financial Institutions:

Ms. Morris presented the signatures for financial institutions, Ms. Anna Scott, Mr. Cody Williams, Mr. Joel De La Garza, Mr. Kevin Armstrong, Mr. Brent Strande and Mr. Mark Willis. Mr. Strande made a motion to authorize the presented signatory's for financial institutions, seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM # 7- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity.

Ms. Scott adjourned the Board into Executive Session @ 5:24 pm., November 21, 2023
Ms. Scott called the Executive Session to order at 5:25 pm., November 21, 2023
Ms. Scott adjourned out of executive session at 5:40 pm., November 21, 2023
Ms. Scott reconvened into open session at 5:42 pm., November 21, 2023

ACTION ITEM #8- Action as a Result of Executive Session:

Motion to approve the real estate contract between the EDC and Pops and Meme, LP. And authorizing the executive director to sign all necessary documents was made by Mr. Williams, seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.
Motion to obtain BRE services for twelve months beginning Jan. 1, 2024, was made by Mr. De La Garza, seconded by Mr. Williams. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #9- Directors Report:

Projects: The attorney for Cross Ell ranch has returned their red-lined copy of the draft contract for development. Both city and EDC staff are reviewing the suggested edits. November. The 381 Agreement with the County and Abatement with Howard College for a +\$100 million data center project has been approved by both boards and moving forward after the property in the reinvestment zone was expanded. Another 381 Agreement and college abatement package for a +\$100 million battery storage project will be brought forward to the County Commissioner Court Tuesday October 10th, that will mirror the data center package. College approval date is targeted for Dec. 11th. Chick-Fil-A has hired 130 workers from over 350 applications. They expect to permanently employ 100 full and part-time after initial trial employment periods. The survey and other details associated with EDC pending real estate transactions are moving forward. One of the agreements will be considered at this meeting. The EDC is expecting data associated with potential projects at the Airpark that will be analyzed for potential incentive consideration. EDC staff is attempting to work with a local company being displaced to locate a suitable new location in the City or in the County.

Meetings: EDC Director attended the County leadership monthly meeting in November. The Director (two) and Associate Director (one) took part in Airpark Advisory Council meetings. The EDC Director participated in 3 City staff meetings. The EDC Director participated in two City Council meetings. The EDC Director attended one County Commissioner's workshops and one regular meeting. The EDC Director presented the program to the Tuesday Rotary club. The Director and Associate Director attended the High Ground annual meeting. The next Board meeting is tentatively scheduled for December 19th.

AGENDA ITEM #10-Board Comments:

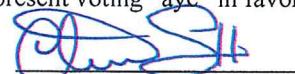
Mr. Strande stated that he was excited to be on the Board and looked forward to the continued success of the EDC. Mr. Williams, Mr. De La Garza, Mr. Armstrong, and Ms. Scott welcomed Mr. Strande to the Board.

AGENDA ITEM #11- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:52 pm on November 21, 2023.

ATTEST:


Mr. Joel De La Garza, Secretary/Treasurer


Ms. Anna Scott, President

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	<u>\$406,600.64</u>

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

Purchasing and Material Control

Memorandum

To: Honorable Mayor, City Council, City Manager

From: Albert Belez, Purchasing Agent

Date: January 16, 2024

Subject: Request approval to purchase 1-72" John Deere Z950m Zero Turn Mower

On Tuesday, January 9th, 2024, at the request of the City's Parks and Recreation Department, the City of Big Spring's Purchasing department sought out pricing and availability of 1(one)- 72" John Deere Z950m Zero Turn Mower. The Purchasing department received a quote in the amount of \$12,807.88 for the zero-turn mower. The submitted quote is from South Plains Implement of Tornillo, TX. The submitted quote is a Sourcewell Cooperative quote.

Recommendation: Due to the price and uncertainty in the current supply chain, the staff is respectfully requesting that the Council accept the formal quote from South Plains Implement and proceed with the purchase.

Note: It is also important to note that the quoted zero-turn would be available April 15th, 2024. The current budget reflects that \$18,000 has been allocated for this purchase. That is a cost difference of \$5,192.12.

January 19, 2024

City of Big Spring
310 Nola Street
Big Spring, Texas 70720

Attn: Mr. John Medina
Assistant City Manager

Re Asbestos Abatement Contractor Recommendation
Dora Roberts Community Center
100 Whipkey Drive
Big Spring, Texas
Consultant's No. 2338B

Attached is the proposal tabulation sheet for the above referenced project for your review. All contractors have been prequalified based on our project specifications criteria Section 00200-Instruction to Proposers. The project scope of work includes the abatement of all identified asbestos containing materials to accommodate for building demolition.

After reviewing proposals, we recommend 1 Priority Environmental Services perform the asbestos abatement project for the sum of \$31,500. We estimate project will take 10 days to complete.

We estimate our consulting fees for project design, project management, air monitoring and laboratory analysis at \$10,800. Please call if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'Ines Corral', is written over a light blue rectangular background.

Ines Corral CIEC
Certified Indoor Environmental Consultant
Teas License 10-5373

PROPOSAL TABULATION

PROJECT: Asbestos Abatement Project
City of Big Spring - Dora Roberts Community Center
Project No : 2338

RFB 24-015

Date/Time: January 18, 2024 @ 2:30pm

Location: Big Spring City Hall
310 Nolan Street
Big Spring , Texas

Proposer		Advanced Environmental Odessa, TX	RL Abatement Weslaco, TX	Vanco Abatement Midland, TX	1 Priority Environmental Lubbock, TX		
Addenda 1		None	None	None	None		
Bid Security		Yeas	Yes	Yes	Yes		
Base Proposal - Asbestos		\$34,750	\$57,700	\$42,285	\$31,500		
Number of days to complete		10 days	11 days	5-10 days	10 days		

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 4, 2024 FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS CITY COUNCIL MEMBER FOR DISTRICT TWO; ONE PERSON TO SERVE AS CITY COUNCIL MEMBER FOR DISTRICT FOUR; AND ONE PERSON TO SERVE AS CITY COUNCIL MEMBER FOR DISTRICT SIX; PROVIDING FOR THE CONDUCT OF THE ELECTION; DESIGNATING SEVERAL POLLING PLACES WITHIN THE CITY; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. A General Election shall be held on the 4th day of May, 2024 for the purpose of electing one person to serve as City Council Member for District Two, one person to serve as City Council Member for District Four and one person to serve as City Council Member for District Six in accordance with the Constitution and Laws of the State of Texas and the Charter of the City of Big Spring, Texas, and the manner of holding said election shall be governed by the laws of the State regulating general elections, the City Charter, and this Resolution.

SECTION 2. Each candidate shall make application in writing to the City Secretary for the candidate's name to appear on the official ballot no later than 5:00 p.m. of the sixty-second (62nd) before election day but no earlier than the thirtieth (30th) day before the date of the filing deadline, as required by sections 1.007 and 143.007 of the Texas Election Code. The application shall clearly designate the residence address of the candidate. Each candidate must reside in the city limits of the City of Big Spring and have resided continuously with the District to which they intend to be elected or appointed for twelve (12) months immediately preceding the filing deadline of the regular election as required by Art. IV, Sec. 5 of the City Charter. **Example:** A candidate for City Council District Two (2) must reside within District Two (2) and shall have been a resident citizen of the City of Big Spring District Two (2) for a period of twelve (12) months immediately preceding the date of the election.

SECTION 3. Only qualified electors under the general laws of the state who reside in the City District Two (2) shall be qualified to vote for the office of City District Two (2); only qualified electors under the general laws of the state who reside in the City District Four (4) shall be qualified to vote for the office of District Four (4); and only qualified electors under the general laws of the state who reside in the City District Six (6) shall be qualified to vote for the office of District Six (6).

SECTION 4. Voting by personal appearance during early voting and on election day shall be by a ballot scanning system, DRE (Direct Recording Electronic) System for curbside voting and by official paper ballot for early voting by mail and for provisional ballots. Early voting by

personal appearance will be conducted at the Election Center for Howard County located at 2006 FM 700. Early voting will be held on weekdays beginning April 22, 2024 and ending April 30, 2024. The early voting polling place shall be open to the public from 7:00 a.m. to 7:00 p.m. on Monday, April 29, 2024 and Tuesday, April 30, 2024 and from 8:00 a.m. to 5:00 p.m. on all other days.

SECTION 5. The polling places on election day will be at the following vote center locations:

Dorothy Garrett Coliseum
1001 Birdwell Lane

Ryan Hall
605 North Main

Sand Springs Baptist Church
201 East 24th Street

Coahoma Community Center
306 North Ave.
Coahoma, TX

The polling places shall be open to the public from 7:00 a.m. to 7:00 p.m.

SECTION 6. Mayor Robert H. Moore III is hereby authorized to execute and have posted notice of said election in accordance with the law.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and if any phrase, clause, sentence, paragraph or section be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, said unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **January, 2024**, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a special meeting of the City Council on the **13th** day of **February, 2024**, with all members present voting “aye” for passage of same.

Robert H. Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Big Spring is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2023 meeting set a budget for 2024 that compels an assessment of ten cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs;

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

SECTION 1. The City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Big Spring and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

SECTION 2. The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION 3. A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

SECTION 4. This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 4 day of **January, 2023** with all members of the Council voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **13th** day of **February, 2024** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

APPROVED AS TO FORM:

Andrew Hagen, City Attorney

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor
FROM: Molly Shortall, Chair
DATE: January 8, 2024
RE: **Action Needed – 2024 Membership Assessment Invoice**

Enclosed please find the 2024 Steering Committee of Cities Served by Oncor (“Steering Committee”) membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 202 membership assessment. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the Steering Committee participation agreement.

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*. If you have any questions, please feel free to contact me at (817-459-6878) or Thomas Brocato (tbrocato@lglawfirm.com, (512/914-5061).

Membership Assessment Invoice and Resolution

The Steering Committee is the most active consumer group advocating the interests of cities and residential and small commercial customers within the cities to keep electric transmission and distribution (*i.e.*, wires) rates reasonable. Steering Committee activities protect the authority of municipalities over the regulated wires service and rates charged by Oncor Electric Delivery Company, LLC (“Oncor”).

The work undertaken by the Steering Committee has saved cities and ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice before the Public Utility Commission of Texas (“Commission” or “PUC”), ERCOT, the Legislature, and in the courts, the Steering Committee must have your support. The membership assessment is deposited in an account which funds Steering Committee activities.

Currently, the Steering Committee is involved in numerous rulemakings and projects at the PUC. The Steering Committee expects to participate in Oncor’s Rate Case and Energy Efficiency Cost Recovery Factor (“EECRF”) proceedings later this year.

On December 7, 2023, the Steering Committee approved the 2024 assessment for Steering Committee membership. Based upon the population-based assessment protocol previously adopted by the Steering Committee, the assessment for 2024 is a per capita fee of \$0.10 based upon the population figures for each city shown in the latest TML Directory of City Officials. The enclosed invoice represents your city’s assessment amount.

To assist you in the assessment process, we have attached several documents to this memorandum for your use:

- OCSC 2023 Year in Review
- Model resolution approving the 2024 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Steering Committee members
- 2024 Assessment invoice
- 2023 Assessment invoice and statement (only if not yet paid)
- Blank member contact form to update distribution lists

STAFF REPORT ON ASSESSMENT RESOLUTION FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR

Purpose of the Resolution

The City of _____ is a member of a 169-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2024 assessment be made and a copy of the resolution be sent to the Steering Committee.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor.*

OCSC Master List of Members (169 Total)

1. Addison	49. Edgecliff Village	97. Lamesa	145. Snyder
2. Allen	50. Ennis	98. Lancaster	146. Southlake
3. Alvarado	51. Euless	99. Lavon	147. Springtown
4. Andrews	52. Everman	100. Lewisville	148. Stephenville
5. Anna	53. Fairview	101. Lindale	149. Sulphur Springs
6. Archer City	54. Farmers Branch	102. Lindsay	150. Sunnyvale
7. Argyle	55. Fate	103. Little River Academy	151. Sweetwater
8. Arlington	56. Flower Mound	104. Malakoff	152. Temple
9. Azle	57. Forest Hill	105. Mansfield	153. Terrell
10. Bedford	58. Forney	106. McKinney	154. The Colony
11. Bellmead	59. Fort Worth	107. Mesquite	155. Trophy Club
12. Belton	60. Frisco	108. Midland	156. Tyler
13. Benbrook	61. Frost	109. Midlothian	157. University Park
14. Beverly Hills	62. Gainesville	110. Murchison	158. Venus
15. Big Spring	63. Garland	111. Murphy	159. Waco
16. Breckenridge	64. Garrett	112. New Chapel Hill	160. Watauga
17. Bridgeport	65. Glenn Heights	113. North Richland Hills	161. Waxahachie
18. Brownwood	66. Grand Prairie	114. Northlake	162. Westover Hills
19. Buffalo	67. Granger	115. O'Donnell	163. Westworth Village
20. Burkburnett	68. Grapevine	116. Oak Leaf	164. White Settlement
21. Burleson	69. Gunter	117. Oak Point	165. Wichita Falls
22. Caddo Mills	70. Haltom City	118. Odessa	166. Willow Park
23. Cameron	71. Harker Heights	119. Ovilla	167. Wilmer
24. Canton	72. Haslet	120. Palestine	168. Woodway
25. Carrollton	73. Henrietta	121. Pantego	169. Wylie
26. Cedar Hill	74. Hewitt	122. Paris	
27. Celina	75. Highland Park	123. Parker	
28. Centerville	76. Honey Grove	124. Plano	
29. Cleburne	77. Howe	125. Pottsboro	
30. Coahoma	78. Hudson Oaks	126. Prosper	
31. Colleyville	79. Hurst	127. Ranger	
32. Collinsville	80. Hutchins	128. Red Oak	
33. Colorado City	81. Hutto	129. Rhome	
34. Comanche	82. Iowa Park	130. Richardson	
35. Commerce	83. Irving	131. Richland Hills	
36. Coppell	84. Jolly	132. River Oaks	
37. Copperas Cove	85. Josephine	133. Roanoke	
38. Corinth	86. Justin	134. Robinson	
39. Cross Roads	87. Kaufman	135. Rockwall	
40. Crowley	88. Keene	136. Rosser	
41. Dallas	89. Keller	137. Rowlett	
42. Dalworthington Gardens	90. Kemp	138. Royse City	
43. De Soto	91. Kennedale	139. Sachse	
44. DeLeon	92. Kerens	140. Saginaw	
45. Denison	93. Killeen	141. Sansom Park	
46. Duncanville	94. Krum	142. Seagoville	
47. Early	95. Lake Worth	143. Seymour	
48. Eastland	96. Lakeside	144. Sherman	

2023 OCSC Newsletter

Steering Committee of
Cities Served by
Oncor

2023 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2023 events and looks ahead to 2024

2023 RATE CASE NEWS

Oncor Rate Request Cut by Quarter Billion Dollars *OCSC Represents Consumer Interests in Rate Case*

An order cutting Oncor's annual revenues by \$13 million — or .2 percent — received final Public Utility Commission authorization on August 24, 2023.

In a rate case filed in May 2022, the Dallas-based utility initially sought a \$251 million revenue increase, or 4.5 percent over its 2021 test year revenues of \$5,560,081,218. The administrative law judge hearing the case rejected that proposal with an initial Proposal for Decision ("PFD") adopted on April 6 and then the Commission reversed several findings in its Order on Rehearing adopted on June 30. In an August 24 vote, the Commission declined to extend the timeline for further consideration of the case.

As a result of the PUC's decision, Oncor has had its initial rate request slashed by more than a quarter-billion dollars. The PUC's decision will also lead to smaller bill increases for customers than they otherwise would have experienced under the company's initial proposal. The Steering Committee of Cities Served by Oncor ("OCSC") participated in the rate case on behalf of the cities in its coalition and their citizens.

Details

Oncor in a May 13, 2022, rate-case filing initially

sought a \$5,810,772,332 revenue requirement based on a 7.05 percent overall rate of return. The administrative law judge's PFD from April 6 would have decreased the utility's revenues by \$247 million, or by 4.4 percent.

However, the PUC's June 30 Order on Rehearing modifies that earlier PFD and will award the company a 6.65 percent rate of return on a \$5,547,515,324 revenue requirement. The approved revenue requirement represents a .2 percent reduction from the company's 2021 test year revenues of \$5,560,081,218.

Despite the utility's revenues remaining nearly unchanged under the order, residential customers nonetheless will see a bill increase because of the approved class cost-allocation methodology.

More specifically, an average residential customer would have experienced a \$7.22 monthly increase under the company's filed rate case, and Oncor would have benefited from an 11.2 percent increase in residential class revenues. Under the adopted Order on Rehearing, an average residential customer will experience a \$3.10 increase in monthly bills, and the company will benefit from a 6.1 percent increase in residential class revenues, according to an analysis by OCSC.

The Commission in its June 30 Order also agreed with an earlier recommendation by an administrative law judge that disallowed the utility's requested recovery of \$23.5 million from rate base. The PUC likewise agreed with the administrative law judge disallowing Oncor's requested annual amortization of \$851,000 for costs associated with an acquisition adjustment.

However, the PUC reversed an administrative law judge's determination that Oncor should not recover any costs associated with its investments in temporary emergency electric energy facilities. The administrative law judge previously concluded that Oncor did not comply with the competitive bidding requirements and that its use of mobile-generation units exceeded the limited purposes permitted under law. The PUC disagreed with both conclusions.

Oncor provides transmission and distribution services to approximately 13 million customers and interconnects approximately 3.8 million homes and businesses in Texas. Its service area covers more than 54,000 square miles, extending from the Red River to just north of Austin, and includes much of east Texas, west Texas, and parts of the Panhandle. Oncor owns, operates, and maintains more than 140,000 circuit miles of transmission and distribution lines and more than 1,100 substations and switching stations.

More information concerning this rate case can be found on the PUC website, under Docket No. 53601. Oncor's previous base-rate case was filed on March 17, 2017, in Docket No. 46957.

Other 2023 Oncor Rate Filings and Regulatory News

Energy Efficient Cost Recovery Factor Filing (55074)

On May 31, 2023, Oncor filed an application to establish its Energy Efficiency Cost Recovery Factor (EECRF) for the upcoming 2024 year. OCSC intervened in the case and identified aspects of the requested increase that were unreasonable based on Oncor's previous use of its EECRF budget.

In its original filing, Oncor sought a 2024 EECRF of \$72,399,769. After settlement negotiations, Oncor agreed to reduce its request by \$125,000.

The PUC approved the settlement on Sept. 14, 2023. More information can be found on the PUC website under Docket No. 55074.

Oncor Files Two 2023 DCRFs; PUC Rejects Hearings (55190, 55525)

On June 29, 2023, Oncor Electric Delivery Company filed a Distribution Cost Recovery Factor ("DCRF") application to increase its distribution revenues by \$152,777,465. The PUC approved the application on November 3, but with \$268,528 transmission expenses removed. With that modification, Oncor's authorized DCRF application will allow the utility to recover an additional \$152,508,937 from customers on an annual basis. The DCRF charge on residential bills associated with this DCRF filing will be .002847 per kilowatt hour, or about \$3.70 monthly for a customer using 1,300 kilowatt hours. More information can be found about the DCRF in PUC Docket 55190.

On September 15, Oncor submitted a second DCRF application for 2023. Under it, the utility seeks to increase its distribution revenues by another \$56,536,428. However, under a settlement agreement with the Oncor Cities Steering Committee and others, the utility agreed to reduce its recovery by \$3 million. The DCRF charge on residential bills under the revised agreement will be .002491 per kilowatt hour, or about \$3.24 monthly for a customer using 1,300 kWh monthly.

On Dec. 14, 2023, the PUC approved the settlement in the second DCRF, which can be found under PUC Docket 55525. The combined new DCRF charge (with changes from both 55190 and 55525) will be .005338, or about \$6.94 for a customer using 1,300 kWh monthly.

PUC Commissioner: No Right to Hearings in DCRF Cases

In a discussion of the second DCRF on Nov. 30, PUC commissioners agreed unanimously that parties have no right to hearings in DCRF proceedings. Chair Kathleen Jackson said she came to this conclusion because of the Legislature's adoption of Senate Bill 1015 in 2023 that includes a 60-day deadline for consideration of DCRF cases. Jackson further explained that since DCRF proceedings are interim rate adjustments, the opportunity for a hearing will occur in the next base rate proceeding. More information can be found in Docket 55525.

Oncor to Pay Penalty for Reliability Violations (55804)

Oncor will pay \$322,000 in penalties for repeated service and quality violations, under a 2023 settlement agreement.

The agreement, which Public Utility Commission staff posted on November 30, still requires approval by agency commissioners. Under it, Oncor agrees that it committed multiple violations of the PUC's service and quality standards during 2020 and 2021. Each of the violations pertained to the agency's System Average Interruption Duration and System Average Interruption Frequency Indexes, or "SAIDI" and "SAIFI," respectively.

By way of background, SAIFI measures the average number of service interruptions per customer — a figure calculated by summing the number of customers interrupted for each event and dividing that figure by the total number of customers. SAIDI, meanwhile, measures the average interruption time on a per-customer basis, and is expressed in minutes. All else equal, lower SAIDI and lower SAIFI scores represent better reliability.

However, according to the Nov. 30 proposed settlement agreement, Oncor exceeded average SAIDI and SAIFI scores by more than 300 percent on multiple occasions and on multiple feeders. Oncor gave varied reasons for the violations — on some occasions, the company blamed high-wind events and lightning strikes. On others, the company cited incidents involving public vehicles, such as trucks striking overhead lines.

Meanwhile, PUC staff, said that "Oncor's failure to maintain reliable electric distribution service presents a hazard to the health and safety of its customers.

"The most immediate health and safety risk is borne by customers who rely on electricity-dependent medical equipment, such as breathing machines and battery-powered mobility devices," the staff continued in its Nov. 30 PUC filing. "However, extended service interruptions during periods of extreme temperatures pose a risk to the health of all customers, especially those who may be elderly, sick, or otherwise vulnerable to prolonged exposure to hot or cold temperatures."

More information can be found on the PUC website, under Docket No. 55804.

2023 ERCOT NEWS

ERCOT Approves Fee Increase

ERCOT's budget will grow 40 percent in 2024 — adding nearly \$119 million to its current \$287 million budget, under newly authorized spending projections.

Much of the increase will come from a 13.5 percent increase in the System Administration Fee on wholesale energy — or from 55 cents per megawatt hour to 63 cents. The PUC approved the change on Nov. 2 on a 4-0 vote, after two hours of deliberation.

The grid operator initially sought a 71-cent fee, and then revised its request downward to 69 cents per MWh. But even that revised request received pushback from commissioners. "I asked (ERCOT) the question, 'Is there anything on your wish list that you didn't put in here?' And the answer was no... That tells me there's not a lot of budget scrutiny," Commissioner Jimmy Glotfelty said at the Nov. 2 meeting.

ERCOT will begin collecting the higher fee in January, and it will remain in effect through at least 2025. ERCOT CEO Pablo Vegas has said the organization likely will not seek another increase prior to 2028.

ERCOT, also known as the Electric Reliability Council of Texas, does not charge the System Administration Fee directly to end-user bills, but to middlemen in the

wholesale electricity market. Even still, a typical residential customer could expect to pay about \$1.20 per month downstream because of the ERCOT charge and the proposed increase.

The System Administration Fee finances most ERCOT operations, and, with the adoption of proposed adjustments, will account for \$330 million of the organization's \$424 million in 2024 revenue, according to

ERCOT Board Members Pay Nearly Doubles

ERCOT board members had their pay nearly doubled under a PUC order that becomes effective in July 2023.

Approved by the PUC during the previous month, the change increased base compensation for ERCOT board members from \$87,000 per year to \$160,000. In addition, the PUC approved increases in supplementary compensation for the board chair, board vice chair and for ERCOT committee chairs. Under the changes, the board chair's supplementary pay goes from \$12,800 to \$35,000; the vice chairs' supplemental pay goes from \$7,500 to \$15,000; and the supplemental pay for ERCOT committee chairs goes from \$5,600 to \$25,000.

ERCOT, in requesting the increases, said that compensation levels for board members have remained unchanged for almost 11 years.

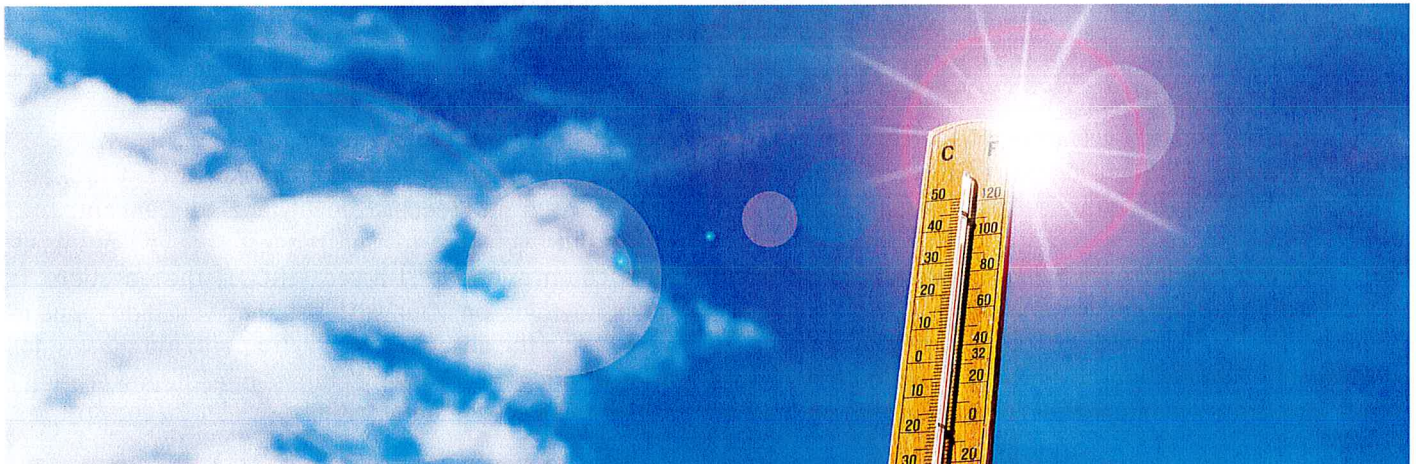
Heat Wave Prompts Record Demand on ERCOT Grid

Power demand hit record highs inside ERCOT on at least a dozen occasions during the summer of 2023, with residential consumers and businesses cranking up their air conditioners for hours on end.

However, ERCOT, also known as the Electric Reliability Council of Texas, maintained sufficient resources to meet demand. ERCOT manages the electricity grid for about 90 percent of the state's power load.

In descending order, some of the peak usage records broken include the 85,435 megawatts consumed on August 10; the 83,961 MW consumed on August 9; the 82,539 megawatts consumed on July 18; the 81,911 megawatts on July 17; the 81,406 megawatts on July 13; and the 81,351 megawatts on July 12. One megawatt can power around 200 U.S. homes on a hot summer day.

Last summer, ERCOT consumers set 11 peak demand records.



Texas Gets Federal Money for ERCOT Grid

In 2023, the federal government allocated \$60.6 million to be directed to electric utilities in Texas to strengthen power grid infrastructure.

The U.S. Department of Energy announced the grant awards on July 6, explaining that the funding is intended to help the state's power grid withstand extreme weather events.

"These grants will help modernize the electric grid to reduce impacts of extreme weather and natural disasters while enhancing power sector reliability," U.S. Secretary of Energy Jennifer Granholm said in a statement.

State emergency officials will develop parameters for how to use the money, according to media reports. *The Texas Tribune* reports that the funding could go toward programs such as trimming trees around power lines or improving how equipment functions in extreme heat or cold.

Texas policymakers have focused various legislative and regulatory initiatives on grid dependability ever since the winter outages of 2021 that led to several hundred deaths.

PUC Commissioner, ERCOT Market Monitor Resign

Two key figures overseeing the state's power grid — Public Utility Commissioner Will McAdams and ERCOT Independent Market Monitor Carrie Bivens — submitted their resignations in 2023.

McAdams was first appointed to the PUC after Winter Storm Uri that left millions without power. He resigned from the commission effective in December.

The PUC on Nov. 9 also confirmed that Carrie Bivens, the independent market monitor for the Texas grid,

would be resigning. Her departure came shortly after she raised questions about the potential billion-dollar-plus cost of a new ancillary service — the ERCOT Contingency Reserve Service — approved by the Public Utility Commission.

Ms. Bivens is an employee of Virginia-based Potomac Economics, which currently holds the Independent Market Monitor contract for Texas. However, that contract is set to expire soon, and the PUC recently has issued a Request for Proposal for a new contract term.

88th Texas Legislature Recap: Electric Legislation

Before adjourning *sine die* on May 29, 2023, lawmakers of the 88th Regular Session of the Texas Legislature considered hundreds of bills that relate to electric and gas issues — including many filed in response to the devastating winter storm of 2021. Below we describe the final outcomes of some of the major bills relating to electricity issues, with descriptions of bills that passed and those that didn't.

Adopted Legislation

Bills relating to significant electricity issues that **received approval** during the 88th Regular Session include:

- **HB 1500**, by Rep. Justin Holland and Sen. Charles Schwertner, is the PUC, OPUC and ERCOT "Sunset" bill. **Many recommendations submitted by city groups such as the Steering Committee of Cities Served by Oncor ("OCSC") in advance of this year's session and prior ones were included in the final, adopted version of HB 1500.** These include requirements for a more deliberative process by the PUC for issuing directives to ERCOT; the creation of a cost cap on the expensive and unproven Performance Credit Mechanism market overhaul endorsed by the PUC; protections against the potential misuse by generators of Voluntary Mitigation Plans; and an increased penalty cap for market manipulation violations. The contents of several Senate bills that otherwise failed during the 88th Texas Legislature likewise made it into the final, adopted version of HB 1500. This included language from Senate Bill 1287, by Sen. Phil King, to cap ERCOT system interconnection costs,

with costs over the cap borne by the interconnecting generator and not ratepayers; and language from SB 7, by Sen. Charles Schwertner, that (among other things) establishes a new Ancillary Service for dispatchable generation resources that can remain operational for at least four hours.

- **SB 2627**, by Sen. Schwertner and Rep. Carol Alvarado, will allocate \$5 billion in tax dollars to create a low-interest loan program to incentivize building new generation facilities. The legislation likewise finances construction completion bonuses for and provides funding for system hardening in non-ERCOT areas.
- **SB 1015**, by Sen. Phil King and Rep. David Spiller, allows electric utilities to make Distribution Cost Recovery Factor (DCRF) filings twice per year (as opposed to current law that limits filings to once a year). **At the urging OCSC and the Texas Coalition for Affordable Power ("TCAP"), a separate city group, lawmakers removed a provision that would have limited city regulatory oversight over DCRF proceedings and made other improvements to this legislation.**
- **SB 1016**, by Sen. King and Rep. Jay Dean, creates a presumption in a utility rate proceeding that employee salaries and benefits are reasonable if based on a compensation study no more than three years old.
- **SB 2011**, by Sen. Schwertner and Rep. Shelby Slawson, raises the cap on enforcement penalties on ERCOT market manipulation violations from \$25,000 per violation per day to \$1 million per violation per day. It also requires more frequent updating of voluntary mitigation plans.

Failed Legislation

Bills relating to significant electricity issues from the 88th Regular Session that failed to become law include:

- **HB 3042**, by Rep. David Spiller, and **SB 1889**, by Drew Springer, relate "to the consideration of the proportion of long-term debt and equity capitalization in establishing the rates of electric utilities." These companion bills would have modified rules for the calculation of debt and equity ratios for electricity ratemaking purposes — but to the detriment of ratepayers. **TCAP, OCSC and another city group, the Atmos Cities Steering Committee ("ACSC"), opposed this legislation.**
- **SB 1291**, by Sen. King, would have undermined the ability of municipalities to receive reimbursement for participating in electric utility rate cases. **TCAP, OCSC and ACSC opposed this legislation.**
- **SB 6**, by Sen. Schwertner, called for the creation of a multi-billion-dollar taxpayer-funded program to finance the construction of backup generation. A similar bill, **SB 1377** by Sen. Tan Parker, also failed to win approval.
- **SB 2010**, by Sens. Charles Schwertner and Phil King, related "to required reporting by the wholesale electric market monitor for the ERCOT region." The Legislature adopted it on May 18. The governor vetoed it a month later. Had **SB 2010** taken effect, it would have required the PUC to submit to the Legislature an annual report describing incidences of ERCOT market abuse during the previous 12 months. According to media reports, the bill was among dozens that the governor axed as part of his strategy to break an impasse over property tax legislation.

2024 OCSC Meetings

March 5
June 6—Virtual
September 12
December 12—Virtual

OCSC Officers

Chair—Paige Mims
Vice Chair—Don Knight
Secretary—Lupe Orozco
Treasurer—David Johnson

For more questions or concerns regarding any ACSC matter or communication, please contact the following representative, who will be happy to provide assistance:



Thomas L. Brocato
(512) 322-5857
tbrocato@lglawfirm.com

Jamie Mauldin
(512) 322-5890
jmauldin@lglawfirm.com



Memorandum

To: Honorable Mayor, City Council, and City Manager

From: Chad Williams, Chief of Police

Date: January 18, 2024

Subject: Rifle-Resistant Body Armor Grant

I am seeking consideration and permission to apply for the Rifle-Resistant Body Armor Grant authorized under the Texas General Appropriations Act within the Office of the Governor Public Safety Office. This grant allows for purchase of above-mentioned armor to equip peace officers directly employed by law enforcement agencies. This grant would cover 100% of the armor cost meaning a 0% match to the city.

This will also require a resolution passed by the city council.

Your consideration in this matter is greatly appreciated.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING AND APPOINTING THE CITY MANAGER TO SUBMIT AN APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION TO SECURE FUNDING FOR RIFLE-RESISTANT BODY ARMOR THROUGH THE RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Big Spring City Council finds it appropriate for the police department to have access to rifle-resistant body armor;

WHEREAS, the Big Spring City Council agrees that in the event of loss or misuse of the Office of the Governor funds, the City Council assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the Big Spring City Council designates the City Manager as the grantee's authorized official with the power to apply for, accept, reject, alter, or terminate the grant on behalf of the applicant agency;

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

SECTION 1. The City of Big Spring, acting by and through its governing body, hereby resolves to authorize and appoint the City Manager to submit an application to the Office of the Governor to secure funding for rifle-resistant body armor through the Rifle-Resistant Body Armor Grant Program.

SECTION 2. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED on the first reading at a regular meeting of the City Council on the 23rd day of January, 2024, with all members present voting "aye" for passage of the same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the 13th day of February, 2024, with all members present voting "aye" for passage of the same.

ATTEST:

Robert H. Moore III, Mayor

Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS GRANTING TO VERO FIBER NETWORKS, LLC, A COLORADO LIMITED LIABILITY COMPANY, A RIGHT-OF-WAY LICENSE TO OWN, MAINTAIN, OPERATE, AND CONTROL IN ACCORDANCE WITH REGULATIONS PROMULGATED BY THE FEDERAL COMMUNICATIONS COMMISSION AND THE TEXAS PUBLIC UTILITIES COMMISSION, AND THIS ORDINANCE, A FIBER-BASED TELECOMMUNICATIONS NETWORK SERVING CUSTOMERS WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN PRESCRIBING THE TERM OF SUCH LICENSE AND RIGHTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR A SEVERABILITY CLAUSE; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS Company owns, maintains, operates, and controls, in accordance with regulations promulgated by the Federal Communications Commission and the Texas Public Utilities Commission, a fiber-based telecommunications network serving Company's customers.

WHEREAS for purposes of operating its telecommunications network, Company wishes to install, operate, and maintain certain of its communications equipment in the City's Public ROW, as more fully described herein.

WHEREAS Company is a certificated telecommunications provider within the meaning of Chapter 283 of the Texas Local Government Code; and

WHEREAS the parties wish to enter into an agreement providing for the management of Company's access to and construction in the City's Public ROW.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS that subject to the terms and conditions hereinafter set forth, this Right-of-Way License Agreement (this "**Agreement**") is dated as of the ___ day of _____, 20__ (the "**Effective Date**") and entered into between the City of Big Spring, a Texas home rule municipality (the "**City**") and Vero Fiber Networks, LLC, a Colorado limited liability company ("**Company**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions:

Section 1. Definitions.

The following definitions shall apply to the provisions of this Agreement.

1.1 **“Certificated Telecommunications Provider”** has the meaning defined in Chapter 283, Texas Local Government Code.

1.2 **“Equipment”** means fiber optic cable, manholes, handholes, electronics equipment, transmission equipment, antennas, radios, shelters, mounts, generators, containment structures, hangers, brackets, conduit, wireless attachments and other accessories and component equipment.

1.3 **“Insolvency Event.”** An “Insolvency Event” is created by any of the following.

(a) If the Company shall commence any case, proceeding, or other action (i) under any existing or future Requirement of Law relating to bankruptcy, insolvency, reorganization, or other relief of debtors, seeking to have an order for relief entered with respect to it, or seeking to adjudicate it as bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition, or other relief with respect to it or its debts, or (ii) seeking appointment of a receiver, trustee, custodian, conservator, or other similar official for it or for all or any substantial part of its assets, or the Company shall make a general assignment for the benefit of its creditors;

(b) If there shall be commenced against the Company any case, proceeding, or other action of a nature referred to in clause (a) above, or have any such action brought against it by its creditors, which (i) results in the entry of an order for relief or any such adjudication or appointment or (ii) remains undismissed, undischarged, or unbonded for a period of 30 days; or

(c) If the Company shall generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due and payable.

1.5 **“Network”** means the telecommunication systems constructed and/or operated by the Company to serve its customers in the City.

1.6 **“Public ROW”** means the space in, on, upon, above, along, across, through and below the public streets, roads, highways, lanes, bridges, waterways, courts, ways, alleys, boulevards, sidewalks and bicycle lanes, including all public rights-of-way, utility easements and public service easements as the same now or may hereafter exist, in which the City has an interest and are under the jurisdiction of the City. This term does not include state or federal rights of way, or any property privately owned by any person or entity.

1.7 **“City’s Standard Specifications”** means the official construction standards as adopted by the City of Big Spring. Available on request from the City of Big Spring Public Works Department.

Section 2. Agreement.

The City hereby grants to Company and its affiliates a non-exclusive license to construct, excavate, install, extend, maintain and operate the Equipment in, along, under, and across the City’s Public ROW for the purpose of engaging in the business of providing telecommunications services. The granting of this license does not create any vested rights. The license may be suspended or revoked in accordance with the terms of this Agreement.

Section 3. Term.

3.1 **Term.** This Agreement shall be effective as of the Effective Date and shall continue for a term of twenty (20) years (the “**Initial Term**”) unless it is earlier terminated in accordance with the provisions herein. Thereafter, this Agreement shall renew automatically for two (2) successive five (5) year terms (each, a “**Renewal Term**”) unless one party provides at least ninety (90) days prior written notice to the other party of its intent not to renew.

3.2 **Termination.** In addition to the termination rights provided elsewhere in the Agreement, the City may, at its option, terminate the Agreement and revoke the license at any time during the Term by written notice to the Company if: (a) the City provides written notice to the Company of a default in the performance of any material obligation or of a breach of any substantial provision of this Agreement and Company fails to cure the same within thirty (30) days of receipt of such notice, provided, however, that where such default cannot reasonably be cured within such thirty (30) day period, if Company shall proceed promptly to cure the same and prosecute such curing with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such curing; (b) the Company files a petition in bankruptcy or is adjudicated bankrupt, or if a petition in bankruptcy is filed against the Company, or if the Company becomes insolvent, or makes an assignment for the benefit of creditors, or if the Company discontinues its business, or if a receiver is appointed for the Company or the Company’s business; or (c) the Company fails to obtain or maintain insurance in the amount and type provided for herein. Termination of the Agreement does not in any way operate to impair or destroy any of the City’s preexisting rights or remedies, either at law or in equity, or to relieve the Company of any of its obligations accruing before the termination or expiration, or to comply with any of the Company’s covenants under this Agreement that accrued prior to termination. The Company may terminate this Agreement for cause for a breach of a material provision of this Agreement subject to providing written notice to the City in the manner provided under this Agreement.

3.3 **Notice of Alleged Breach.** As a condition precedent to terminating this Agreement and/or filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this Agreement, the Company, or its legal representative, shall give the City Manager of the City, or any other reasonable official of the City, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of the license) 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 the Company will settle, the physical and mailing addresses of the Company at the time and date the claim was presented and the physical and mailing addresses of the Company for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom the Company relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except the City from any liability whatsoever. The City shall promptly notify the Company if the Company’s notice is insufficient. The City reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within seven (7) days after the making of such a request by the City. 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, the

Company's failure to comply with the requirements herein shall perpetually bar the Company's claim for the specific damages for which Company claims the breach under Chapter 271 of the Texas Local Government Code, and Section 311.034 of the Texas Government Code, regardless if the City has actual or constructive notice or knowledge of said claim or alleged damages. The Company agrees that the requirements of this Section 3.3 are reasonable.

3.4 Automatic Termination on Condition. In the event that Company is not operating within the municipal boundaries of the City on or before December 31, 2025, this Agreement automatically terminates.

Section 4. Scope of Agreement.

Any and all rights granted under this Agreement shall be subject to (a) the City's lawful exercise of its police powers, and (b) Company's lawful provision of telecommunications services. Nothing in this Agreement shall be deemed to grant convey, create, or vest in Company a real property interest in land, including any fee, leasehold interest or easement. Any work performed by Company shall be subject to the reasonable prior review and approval of the City through its encroachment permitting process. Nothing in this Agreement shall be deemed to grant a right to utilize the Public ROW to provide cable programming services. Company acknowledges that Company's use of the Public ROW shall be non-exclusive.

4.1 No Interference. The City, in granting this agreement, fully retains and reserves all the rights, privileges, and immunities that it now has under the law to fully patrol and police the Public ROW within the City, and the granting of this agreement shall in no way interfere with the existence and operation of the Public Way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, cable television, and other communications, utility, or municipal property, except as permitted by applicable laws or this Agreement. The rights of the Company herein to use the Public ROW shall at all times be subservient to the right of the governing body of the City to fully exercise its rights or control over the Public ROW.

4.3 Non-collection of ROW Fee. The parties agree that current superior law prevents a municipal fee from being collected for the use of the Public ROW by Company and, accordingly, the parties agree that Company will not pay to City a municipal fee for such use. In the event of a change in such superior law that allows for the City to collect a fee for the use of the Public ROW by Company, City and Company will promptly negotiate a new agreement to pay such fee in compliance with the new superior law.

4.4 Right of First Refusal. Subject to bankruptcy court protections, in the event of an Insolvency Event, City shall have a right of first refusal to purchase the Network and related facilities of Company located in the municipality, including in the public rights-of-way and an early termination of the Agreement, except to the extent this right may conflict with superior law. This right shall be assignable by City at the discretion of the City.

4.5 Provision of Service to City. Upon written request by the City, Company will provide four (4) dark fibers on Company's network to the City within the Big Spring city limits. Such fibers will be solely for the internal use by the City and shall not be resold, leased, licensed, IRU'd,

or in any way provided to a third-party user. City will not use the dark fibers to provide any service that is in competition with the Company. Company will hand off the dark fibers to the City at existing splice locations (“Demarcation Points”). Upon request by the City, the Company will provide a fiber tail to splice. The City specifically acknowledges that the Company’s responsibility and liability to the City terminates at the Demarcation Point and that the City shall be responsible for all work and costs on the City side of each Demarcation Point. City acknowledges that it has no rights to access any part of the Company system on the Company side of the Demarcation Point. Company will fulfill the obligations of this Section 4.5 to City without charge to the City.

4.6 Street access. Whenever the City is performing road or alley construction, City will notify Company as soon as possible and will coordinate with Company to allow Company to build its Network with the available access underground.

4.7 Compliance with Laws. Company and the City shall comply with all applicable laws in the exercise and performance of its rights and obligations under this Agreement.

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

4.9 Legal Duties. Construction, excavation, installation, extension, maintenance, operation, and removal of the Equipment or Network within the Public ROW shall be constructed 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.

4.10 Independent Contractor. It is expressly understood and agreed that the Company shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City; that the Company 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 the City and the Company, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Company. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the City. Further, it is specifically understood and agreed that nothing in this Agreement 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. The Company shall be an independent contractor under this Agreement and shall assume all of the rights, obligations and liabilities applicable to it as such independent contractor hereunder. The City does not have the power to direct the order in which

the work is done. The City shall not have the right to control the means, methods or details of the Company's work. The Company shall assume exclusive responsibility for the work.

4.11 Rights of Company. With regard to telecommunications services in the municipal boundaries of City, Company may contract with residential and commercial consumers, connect service, discontinue service, reconnect service, and adopt reasonable rules for Company's business and operations.

4.12 No Discrimination Between Consumers. Subject to Company's rights and duties set forth in this Ordinance, Company shall not discriminate against any consumer with respect to charges for telecommunication services rendered under substantially the same circumstances to other consumers of the same classification.

4.13 GIS. Company agrees to provide City, notably City's GIS Department, with a GIS shapefile of the Network from time to time as parts of the Network are constructed. The shapefile shall conform to the state plane coordinate system, North Central Texas.

Section 5. Permitted Use of the Public ROW

5.1 Construction. Company intends to install its Equipment at the locations set forth on applicable encroachment permits to be submitted to the City from time to time, and subject to the reasonable approval of the City. Company shall comply with reasonable technical specifications, and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of Company's Equipment installed in the Public ROW in the City.

5.2 Obtaining Required Permits. If the installation, construction, attachment, operation, or maintenance of the Equipment in the Public ROW shall under City ordinances require permits, Company shall apply for the appropriate permits through the City's standard permitting process and pay any applicable standard permit fees. The City shall respond to Company's requests for permits in the ordinary course of its business, but in no more than thirty (30) days.

5.3 Relocation and Displacement of Equipment. The City may require Company to relocate one or more of its Equipment installations in connection with a Public Works Project (as defined below), upon no less than one hundred twenty (120) days written notice to Company. Company shall at City's direction relocate such Equipment at Company's sole cost and expense, and without claim for reimbursement for the cost of the relocation or for damages against the City, to the extent the City reasonably determines that the relocation is needed for any of the following purposes (each, a "**Public Works Project**"): (a) if required for the construction, completion, repair, relocation or maintenance of a City facility; (b) due to material interference adversely affecting proper operation of street lights, traffic signals, governmental communications networks or other City property; or (c) to protect or preserve the public health or safety. City shall use its best efforts to afford the Company a reasonably equivalent alternate location.

5.4 Removal of Equipment. Upon twelve (12) month's written notice by the City pursuant to the expiration or earlier termination of this Agreement for cause, Company shall promptly, safely and carefully remove the above-ground Equipment from the Public ROW. If Company fails to complete this removal work on or before the twelve (12) months subsequent to the issuance of the notice pursuant to this Section, then the City, upon written notice to Company, shall have the

right at the City's sole election, but not the obligation, to perform this removal work and charge Company for the actual direct costs and expenses. After the City receives the reimbursement payment from Company for the removal work performed by the City, the City shall promptly return to the Company the property belonging to Company and removed by the City pursuant to this Section at no liability to the City.

5.5 Road Repair. The Company covenants and agrees that it shall, at its own expense, repair any of the City's roads, streets, sidewalks, alleys, boulevards, bridges, or other City property that the Company, its employees, its agents or assigns, damage on the City's Public ROW to the same or as near the original condition as existed prior to construction so that such roads, streets, sidewalks, alleys, boulevards, bridges, or other City property will comply with the City's Standard Specifications. In the event such damaged property was not in compliance with the City's Standard Specifications at the time of the damage, Company will repair such property to its same or as near the condition as existed prior to the damage.

5.6 Utility Repair. The Company covenants and agrees that the Company shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by the City that the Company, its employees, its agents or assigns, damage to the same or as near the original condition as existed prior to construction so that such water lines, sewer lines and water meters shall comply with the requirements of the City's Standard Specifications. In the event such damaged facilities were not in compliance with the City's Standard Specifications at the time of the damage, Company will repair such facilities to its same or as near the condition as existed prior to the damage.

5.7 Reservation of Rights. The City 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, Texas, expressly including but not limited to drainage facilities and related structures in the Public ROW used and occupied by the Company, if necessary for continued use of the same, in the same nature as was occurring prior to the commencement of this Agreement. The City reserves the right to lay and permit to be laid, any pipelines, cables, or 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 the City, in, on, across, along, over, under, and through the Public ROW occupied by the Company, so long as such installation or improvement does not unreasonably interfere with the Company's rights hereunder. Additionally, the City expressly reserves the right to use the surface, subsurface, or airspace above the Public ROW for any purpose allowed by law and deemed necessary by the City and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by the City in, on, upon, above, along, across, through and below the Public ROW.

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

Section 6. Indemnification and Liability.

6.1 Notwithstanding any other provision of this agreement, Company hereby agrees to defend, indemnify, save, and hold harmless the City, its elected officials, beneficiaries, directors, officers, employees, invitees, contractors, subcontractors, authorized representatives, agents, successors, and assigns from and against any and all claims, demands, causes of action, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, liability, and suits of any kind and nature, including personal or bodily injury, death, or damage to persons or property arising directly from or in relation to the Company's (including its directors, officers, contractors, subcontractors, agents, employees, successors, affiliates, and assigns) gross negligence, intentional acts, omissions (whether intentional or otherwise), errors, or willful misconduct, and including, without limitation as to the generality of the foregoing, indemnification from and against any and all costs and expenses, including reasonable attorney's fees, expert witness' fees, and court costs. Company's indemnification obligations hereunder shall not be applicable to any claims arising from the City's negligence, gross negligence, intentional acts, omissions, or willful misconduct. If the Company and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Texas without, however, waiving any governmental immunity available to the City under state or federal law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and the Company, and does not create or grant any rights, contractual or otherwise, to any other person or entity. Each party shall promptly advise the other in writing of any known claim or demand against the Company or the City related to or arising out of the Company's activities in the Public ROW.

6.2 Except for normal wear and tear, Company shall be solely responsible for the repair and/or replacement of any damage to public property during the construction and operation of the Network that is caused by the gross negligence or willful misconduct of the Company, its agents, employees, contractors, or subcontractors.

6.3 The terms and provisions of this section shall survive the termination of this Agreement and continue in force for a period of five (5) years.

6.4 Neither party shall be liable for loss or damage occasioned by a Force Majeure Event. No cause of action under any theory which accrued more than one (1) year prior to either party discovering the facts that it alleges constitute a cause of action may be asserted by either party against the other party. Neither party shall have any liability to the other under this Agreement or otherwise for consequential, special, punitive, incidental, or indirect damages.

7. Insurance.

7.1 Company shall at all times during the term of this Agreement obtain and maintain and keep in full effect, and shall cause any of its permitted contractors and subcontractors to obtain and maintain and keep in full effect, insurance of the following types and minimum amounts with insurers licensed to conduct business in the State of Texas and with a current A.M. Best rating of not less than A-, Financial Strength Rating, VII, Financial Size Category, under forms of policies satisfactory to the City as required under this Agreement:

- (A) Workers' Compensation. Company shall maintain workers' compensation insurance as required by the Laws of the State of Texas.
- (B) Commercial General Liability: Written on a per occurrence basis to include coverage for: Broad Form Property Damage; Bodily Injury; Personal Injury; Blanket Contractual Liability; and Products/Completed Operations, with a combined single limit per Occurrence not less than \$1,000,000.00.
- (C) Automotive Liability: Such policy shall include coverage for all owned, hired, leased, non-owned, borrowed and/or employee non-owned vehicles used in the performance of the obligations covered under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence.
- (D) Employers' Liability: \$1,000,000.00 per occurrence.
- (E) Umbrella Liability: \$1,000,000.00 per occurrence and aggregate.

7.2 The Commercial General Liability shall name the City as an additional insured and all insurance shall waive subrogation in favor of the City.

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

7.4 The Automotive Liability insurance provided by the Company shall name the City as an additional insured and all insurance shall waive subrogation in favor of the City.

7.5 The parties agree that, prior to the execution of this Agreement, the Company shall provide one or more certificates of insurance showing that the requirements of this section have been met. The decision to accept the certificates of insurance as satisfactory shall be in the City's sole discretion. The Company certifies and warrants that the one or more certificates of insurance provided as required herein shall be in compliance with the requirements of Chapter 1811 of the Texas Insurance Code. The Company shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with applicable law is the sole responsibility of the Company.

7.6 The City shall be provided notice by the Company's insurance provider not later than thirty (30) days prior to any reduction or termination of such coverage.

7.7 The City shall not be required to provide any insurance whatsoever pursuant to this Agreement.

7.8 The Company shall cause all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this Agreement to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required in this Agreement and name the City as an additional insured.

7.9 The Company shall require its insurance provider(s), with respect to all insurance policies obtained in connection with this Agreement, to waive all rights of subrogation against the City, its council members, board and commission members, officials, officers, agents, guests, invitees, consultants, and employees.

8. Notices.

All notices shall be in writing and shall be deemed properly given if (a) delivered in person to a party; (b) deposited with the United States Postal Service, postage prepaid, and delivered by certified mail, return receipt requested, or (c) delivered by overnight delivery, private courier, or commercial courier that is capable of providing proof of delivery. All notices so given shall be deemed effective on actual delivery or if delivery is refused, upon refusal. All notices shall be addressed to the parties as specified below, or such other address as a party may update in writing to the other party from time to time:

If to City: 310 Nolan Street
Big Spring, Texas 79720
Attention: Todd Darden, City Manager

If to Company: Vero Fiber Networks, LLC
1023 Walnut Street
Boulder, CO 80302
Attention: Chief Legal Officer

9. Waiver of Compliance.

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. Failure or delay of a party to exercise, enforce or insist upon compliance with any right, remedy, power, privilege, term or condition of this Agreement shall not constitute or be construed as a waiver or relinquishment thereof nor shall any single or partial exercise of any right, remedy, power, privilege, term, or condition hereunder preclude any other or further exercise thereof or of any other right, remedy, power, privilege, term, or condition.

10. Force Majeure.

10.1 “**Force Majeure Event**” shall mean any event or condition, not known to exist as of the Effective Date of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents or delays, in whole or in material part, the performance by one of the parties of its obligations hereunder despite reasonable efforts, including but not limited to: acts of God, acts of third parties not under the direction of or under the actual control of the Party delayed or unable to perform, acts of state or governmental actions, law, order, regulation, direction, action or request of any governmental authority, riots, war, strikes, environmental conditions, fire, flood, earthquake, explosion, storm, or other similar occurrence, pandemic, epidemic, theft, vandalism, cable cut, or power outage (including rolling blackouts).

10.2 Upon giving notice to the other party, a party affected by a Force Majeure Event shall be released without any liability on its part from the performance of this Agreement except for the obligation to pay any amounts due and owing hereunder, but only to the extent and only for the period that its performance of such obligation is prevented or delayed by the Force Majeure Event. Such notice shall include a description of the nature of the Force Majeure Event, and its causes and possible consequences. The party claiming a Force Majeure Event shall promptly notify the other party of such event.

11. Assignment.

The rights granted by this Agreement that inure to the benefit of the Company may not be assigned or otherwise transferred, without the prior written notice to and prior written consent of the City's governing body, which consent shall not be unreasonably withheld, conditioned or delayed; except for assignment or transfer to (a) an affiliate; (b) any entity that purchases or acquires all or substantially all of the assets of the Company, or any other entity formed by or surviving the merger or consolidation of the Company and any other entity; or (c) a parent or controlling entity surviving any business reorganization that may result in a change in majority control, investor ownership, or refinancing (each, a "Permitted Assignment"). In the event of a Permitted Assignment, Company shall give prompt notice thereof in writing to the City. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

12. Additional Representations, Warranties, Covenants, and Verifications.

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.

In this section, a "designated country" means one designated as a threat to critical infrastructure by the Governor of Texas.

12.1. Each party represents and warrants that: (a) it has full power, right, and authority, including any requisite corporate or municipal (as applicable) authority to perform its respective obligations under this Agreement; (b) the execution of this Agreement is not violative of its charter, by-laws or any law, regulation or agreements by which it is bound or to which it is subject; and (c) no litigation or governmental proceeding is pending or threatened in writing at law or in equity which might have a material adverse effect on this Agreement, or the rights of the parties hereunder.

12.2. Company covenants that it will file a "conflicts of interest questionnaire" ("questionnaire") (available from Texas Ethics Commission web site) with City if the Company has a business relationship with the City and: (1) has an employment or other business relationship with an officer or an officer's family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (2) has given an officer or an officer's family member one or more gifts totaling more than \$100 in the preceding twelve months; or (3) has a family relationship with an officer.

12.3 Company represents that it is a Certificated Telecommunications Provider.

12.4 Within twenty (20) days of a learning it is not a Certificated Telecommunications Provider, Company warrants that it will notify City thereof.

12.5 Within twenty (20) days of an Insolvency Event, Company warrants that it will notify City thereof.

12.6. Company verifies to City that it (1) does not boycott Israel, and (2) it will not boycott Israel during the term of the contract.

12.7. Company represents to City that it is not a company on a list prepared and maintained by the Texas Comptroller and that does business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.

12.8. Company verifies to City that it (1) does not boycott energy companies, and (2) will not boycott energy companies during the term of the Agreement.

12.9. Company verifies to City that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) that it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.

12.10. Company represents to City that it is (i) neither owned by nor is the majority of ownership interest held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (ii) neither owned by nor is the majority of ownership interest held or controlled by a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (iii) headquartered in China, Iran, North Korea, Russia, or a designated country.

13. Severability.

In the event that any term or provision of this Agreement is declared to be illegal, invalid or unconstitutional, then that provision shall be deemed to be deleted from this Agreement and shall not affect the legality, validity, or constitutionality of any other term or provision of this Agreement, and have no force or effect and this Agreement shall thereafter continue in full force and effect, as modified.

14. Joint Work Product.

This Agreement is the joint work product of both parties hereto, accordingly, in the event of ambiguity no presumption shall be imposed against any party by reason of document preparation.

15. Dispute Resolution.

Except for an action seeking a temporary restraining order or injunction, or suit to compel compliance with this dispute resolution process, the parties agree that for a period of thirty (30)

days after written notice from either party, the parties shall attempt in good faith to resolve the dispute by direct negotiation of representatives of the parties.

16. Governing Law.

This Agreement shall be governed by, interpreted, and enforced in accordance with the substantive laws of the State of Texas, without reference to its conflicts of law principles and rules that would direct application of the laws of another jurisdiction. 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 Agreement. All performance and payment made pursuant to this 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 Agreement or the performance thereof shall be in Howard County, Texas. The obligations and undertakings of each of the parties shall be deemed to have been performed in Howard County, Texas.

17. Survival.

Any and all provisions of this Agreement which, by their nature, would reasonably be expected to be complied with or performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement.

18. Amendment.

No amendments, changes or modifications to this Agreement shall be valid except if the same are in writing and signed by a duly authorized representative of each of the parties.

19. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous communications, understandings and agreements with respect to the subject matter hereof, whether written or oral, expressed or implied. No other agreement, statement, promise or practice between the parties relating to the Agreement shall be binding upon the parties.

20. Non-Waiver of Governmental Immunity.

20.1. 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.

20.2. 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.

20.3. 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.

20.4 This Agreement does not obligate the Company to use the Public ROW to construct, repair, operate, replace, and maintain the City's facilities or structures described herein, it merely prohibits the Company from using the Property for any other purpose. This Agreement restricts Company's use of the Public ROW to a specific purpose but does not require the use of the Public ROW for a specific purpose. This Agreement does not require the Company to construct, operate, repair, maintain, replace or remove any of the Company's facilities or structures described herein. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. The Company's use of the Public ROW in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive the City's governmental immunity.

21. Third Party Beneficiary.

The City's approval of the license does not create a third party beneficiary. There is no third party beneficiary to the license. No person or entity who is not a party to this Agreement shall have any third party beneficiary or rights hereunder.

22. Meetings Posted and Open to the Public.

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

23. Effective Date.

This Ordinance shall become effective on the date on which this Ordinance is finally adopted by the City in accordance with law, and Company shall file with the City Secretary a letter stating that Company accepts this Ordinance as adopted and agrees to comply with and be bound by all of the terms and conditions hereof. A true and correct copy of this Ordinance as finally adopted shall be attached to such letter and by reference made a part thereof, and the letter shall be addressed to the Mayor and the governing body of the City, dated, and executed by an authorized officer of Company. Upon this Ordinance becoming effective, this Ordinance shall supersede any and all prior ordinances of the City regarding the subject matter of this Ordinance.

24. Binding Effect.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd day of January, 2024** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **13th day of February, 2024** with all members of the Council voting "aye" for the passage of same.

ATTEST:

CITY OF BIG SPRING, TEXAS

Tami L. Davis, City Secretary

By: _____
Robert H. Moore, III, Mayor

City's Mailing Address and Phone Number:

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

**JOINT ELECTION AGREEMENT
BETWEEN
BIG SPRING INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF BIG SPRING, TEXAS**

In compliance with 271.002(a) of the Texas Election Code, the Big Spring Independent School District and the City of Big Spring hereby agree to hold a joint election in conformance with the provisions set forth below.

1. Scope

This Agreement covers the conduct of the City's regular election and the District's general trustee election, which are to be held on May 4, 2024 ("Election Day") as well as any special election which may be called by either Party which will be held on the above noted election day, jointly for the voters in the City of Big Spring and the Big Spring Independent School District.

2. Legal Documents

The Parties shall each be responsible for the preparation, adoption, and publication (including bilingual publications) of their respective required election orders, resolutions, notices, Department of Justice pre-clearance submission (as required by the Civil Rights Act), and any other pertinent documents required by law, unless otherwise set forth herein.

3. Polling Places

The Parties shall share common polling places as set forth in their respective election orders, and in accordance with Election Code §271.003 and Chapter 43 of the Election Code.

4. Conducting the Election

- a. The Parties have each entered into an Election Services Agreement with Howard County wherein the Elections Administrator has agreed to perform election duties ordinarily contemplated in a Joint Election Agreement. Accordingly, the terms of each Party's respective Election Service Contract shall bind the conduct of the election for each Party.
- b. In the event a conflict regarding the conduct of the election (with the exception of polling places) arises between this Agreement and the Election Services Agreement, the Election Services Agreement provision prevails.

5. Election Records Retention

Both Parties will be responsible for the retention of their respective records, in accordance with the Texas Election Code.

6. Order, Resolution, or Other Official Action

The Parties agree to state the terms of the Joint Election Agreement in an order, resolution, or other official action adopted by the governing body of each Party, at a lawfully called meeting, as required by Texas Election Code § 271.002(d).

7. Cancellation of Election

Should either Party cancel its election, this Agreement will become void upon notification to the other Party.

8. Preservation

An executed copy of this Agreement shall be preserved by each party for the period for preserving the precinct election records, as required by Texas Election Code §271.002(e), or longer as determined by each Party's records retention schedules.

9. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Howard County, Texas.
- b. In the event one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- c. The Parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- d. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
- e. Any amendment of this Agreement shall be of no effect unless in writing and signed by both Parties hereto.
- f. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes.

CITY OF BIG SPRING

Robert Moore, Mayor

ATTEST:

BIG SPRING INDEPENDENT SCHOOL
DISTRICT



Fabian Serrano,
School Board President

ATTEST: