



CITY COUNCIL REGULAR MEETING

Tuesday, February 13, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 13, 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 - Regarding a Zone Change (Z23-01) From General Residential (GR) to Heavy Commercial (HC) Zoning for 3.450 Acres of Land in Section 32, Block 33, T-1-N, T&P RR. Co. Survey, Big Spring, Howard County, Texas. Generally Located on W. Business 20 East of Old State Highway 80. | 8-10 | Bowles |
| 7. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1008 E 12TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON | 11-48 | Hagen |
| 8. PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1400 STATE PARK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 5-6 BK 2 MOUNTAIN VIEW 100X140 216 0.321 ACRES – OWNER: EARL D. KOLDEN | 49-91 | Hagen |

City Manager's Report

- | | | |
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| 9. City Manager's report on the following items: <ul style="list-style-type: none">• Large Item Pickup, District 2 - February 21• City Holiday - President's Day - February 19• Update - Atmos Lane Closure for Maintenance• Update - Road Maintenance - Birdwell Lane from 25th to FM700• Update - Opening of the Auditorium• Installation of the Cardboard Recycling Bailer | | Darden |
| 10. Presentation Regarding Staff Recommendations for Police/Fire Retention and Recruitment | | Darden |
| 11. Report on the Administrative Hearings Held on February 7th, 2024, Concerning Abatement of Premises Nuisance Violations. | 92-106 | Hagen |

Consent Items

- | | | |
|---|---------|----------|
| 12. Approval of the City Council Minutes of the Regular Meeting of January 23, 2024. | 107-114 | Davis |
| 13. Final 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 | 115-116 | Davis |
| 14. Final 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 | 117-128 | Medina |
| 15. Final 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 | 129-130 | Williams |
| 16. Final 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 | 131-145 | Hagen |

Vouchers

- | | | |
|---------------------------|-----------------|---------|
| 17. Vouchers for 01/25/24 | \$ 2,483,416.15 | Ornelas |
|---------------------------|-----------------|---------|

	Drafts	\$	810,808.93	
18.	Vouchers for 02/01/24	\$	462,389.05	Yanez
	Vouchers for 02/09/24	\$	1,172,676.32	
	Drafts	\$	926,096.75	

Bids

19.	Consideration and Possible Action on Awarding a Bid for the Installation of Eight A/C Units at the Waste Water Treatment Plant and Authoring the City Manager or His Designee to Execute any Necessary Documents	146-151	Bowles
20.	Consideration and Possible Action on Awarding a Bid for the 2024 Crack Seal Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents	152-154	Bowles
21.	Consideration and Possible Action on Awarding a Bid for a Gooseneck Tilt Trailer for the Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents	155	Medina

New Business

22.	Report on the Big Spring Police Department 2023 Racial Profiling Analysis	Handout	Williams
23.	Acknowledge Receipt of the Investment Report for the Quarter Ending December 31, 2023	156-159	S. Smith
24.	Acknowledge Reciept of the Quarterly Financial Report	160-181	S. Smith
25.	First Reading of a Resolution of the City of Big Spring, Texas, Amending the Big Spring City Code to Amend Resolutions 005-2023 and 012-2023 and the Underlying Real Estate Purchase Agreement with 3-D Development as Amended to Provide for a Third Inspection Period; Providing for Repeal of Conflicting Resolutions; Finding and Determinig that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; Providing a Savings and Severability Clause; Establishing an Effective Date		Medina
26.	First Reading of a Resolution Authorizing and Appointing the City Manager to Submit an Application to the Edward Byrne Memorial Justice Grant Program to Secure Funding for a SWAT Transport Van; and Providing an Effective Date	182-184	Williams

27.	First Reading of a Resolution Accepting a Grant from the Texas Department of Transportation (TxDOT) for the Funding of Striping and Marking on the Runway and Taxiways at the McMahon-Wrinkle Airport and Industrial Park; and Providing an Effective Date	185-187	Feeley
28.	First Reading of an Ordinance Authorizing Z-23-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 3.450 Acres of Land in Section 32, Block 33, T-1-S, T&P RR. Co. Survey, Big Spring, Howard County, Texas, From General Residential (GR) to Heavy Commercial (HC); Providing a Savings and Severability Clause; Providing for Repeal of Conflicting Ordinances; Providing for Publication; Providing an Effective Date; and Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law	188-190	Bowles
29.	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 for the Purpose of Budgeting the Additional Matching Share of the Texas Department of Transportation Grant for Striping and Marking the Airport Runway and Taxiways; Providing for Severability; Providing for Publication; and Providing an Effective Date	191-192	S. Smith
30.	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 Transferring Capital Funds into Expense Accounts for the Purpose of Leasing Vehicles through the Enterprise Lease Program for Various Departments; Providing for Severability; Providing for Publication; and Providing an Effective Date	193-206	S. Smith
31.	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 Utility Fund Budget to Provide for the City's Matching Share of the CDBG Grant CDV21-1065; Providing for Severability; Providing for Publication; and Providing an Effective Date	207-209	S. Smith
32.	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	210-212	Median

Landfill Budget for the Purpose of Purchasing a Bulldozer;
 Providing for Severability; Providing for Publication; and
 Providing an Effective Date

- | | | | |
|-----|---|-------------|---------|
| 33. | 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 General Fund Budget for the Purpose of Conducting a Compensation Market Study; Providing for Severability; Providing for Publication; and Providing an Effective Date | 213-
215 | Medina |
| 34. | Consideration and Possible Action to Authorize the City Manager to Negotiate and Execute an Agreement to conduct a Compensation Market Study with Evergreen Solutions, LLC. | 216 | Medina |
| 35. | Consideration and Possible Action to Authorize the City Manager to Negotiate and Execute a Lease for a Term of Up to 50 Years with Vero Fiber Networks, LLC for the Parcel Commonly Known as 405 Nolan Street, Big Spring, Texas, in the Records of Howard County as: N 3/4' OF LT 8 ALL LT 9 BK 32 ORIGINAL TOWN 87.5X140 PARKING LOT FOR BIG SPRING POLICE DEPT 0533 BLK/TRACT 32 0.283 ACRES | | Darden |
| 36. | Discussion and Possible Acceptance of 2024 Parks Master Plan | 217-
249 | Lewis |
| 37. | Discussion and Possible Action Regarding Russ McEwen Family Aquatic Center Grant Funded Capital Projects. | 250 | Lewis |
| 38. | Discussion and Possible Action to Direct Staff to Draft an Ordinance to Amend the Budget to Add One Full Time Equivalent (FTE) at the Sports Complex | | Ornelas |

Council Input

- | | | | |
|-----|----------------|--|-------|
| 39. | Input | | Moore |
| 40. | 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, February 9, 2024 at 5:15 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.



Memo

Meeting Date: December 05, 2023

To: Planning and Zoning Commission

From: Shane Bowles, Public Works Director

Subject: Z23-01; request to amend the zoning of 3.28 acres from GR, General Residential into HC, Heavy Commercial.

Location: W. 3rd Street at Old West Highway 80

Contact: Shane Bowles, Public Works Director, 432-264-2501

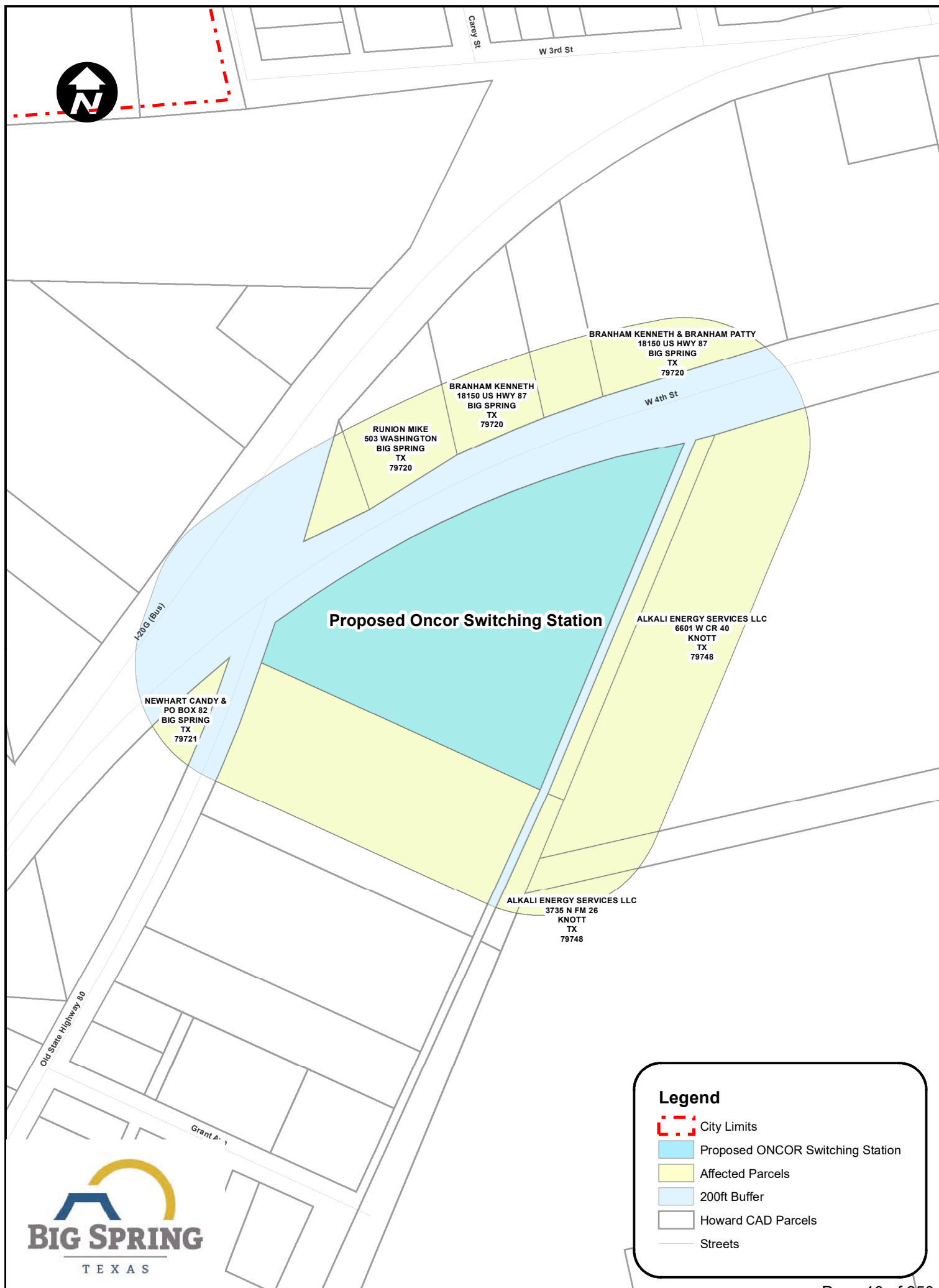
Analysis:

This property is vacant. The applicant is planning to construct an electrical substation in the future; this is an allowed use in the HC District; a similar use exists across 3rd Street toward the southwest. The acreage is approximately 3.28 and this is the remaining portion of residential zoning at this location; the surrounding zoning is HC, Heavy Commercial. All uses surrounding the land are of a heavy commercial character and future residential development is not anticipated.

Staff recommends approval of the requested zone change. No letters of objection were received.

Attachments: Map of the location and surrounding area

Proposed ONCOR Switching Station 200 Foot Buffer



1008 E 12TH

Code Enforcement Officer: Jacob Leos

Exhibit C-1

SSS

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Page 13 of 250

Exhibit C-2

Property Details

Account

Property ID:	279099	Geographic ID:	B2880030000
Type:	Real	Zoning:	
Property Use:		Condo:	

Location

Situs Address:	1008 E 12TH	
Map ID:		Mapsco:
Legal Description:	LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	GOLD	
Owner 		
Owner ID:	442694	
Name:	LENDERMON TYRA	
Agent:		
Mailing Address:	,	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$24,999 (+)
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Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,375 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$29,374 (=)
Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$29,374 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$29,374
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: LENDERMON TYRA %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	\$29,374	\$29,374	\$61.31	

02B	CITY OF BIG SPRING	0.636039	\$29,374	\$29,374	\$186.83	
03B	BIG SPRING ISD	0.763200	\$29,374	\$29,374	\$224.18	
052	HOWARD COLLEGE	0.154789	\$29,374	\$29,374	\$45.47	
ZZZ	CREDIT	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$517.79

Estimated Taxes Without Exemptions: \$517.79

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1008 E 12TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 6th day of February, 2024.

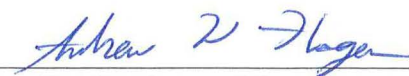


AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024

by the above referenced Affiant.





Notary Public, State of Texas

Exhibit C-3

04-27-2023 09:48 AM

TASK NOTES REPORT

TASK #: 115448

ORIG. DATE:

TASK CODE: INSPECT SUBSTANDARD

DUE DATE:

PROPERTY: 1008 E 12TH ST

NOTES

Incident Notes:

1/19/23 CODE OFFICER LEOS INSPECTED PROPERTY. ROOF IN BAD SHAPE. HAS
DETERIORATION, HOLES AND DAMAGE. BROKEN WINDOWS AND PARTIALLY BOARDED
WINDOWS. DAMAGED AND MISSING SIDING ON HOUSE. THERE IS AN OPENING ON THE
BACK WALL OF STRUCTURE ABOUT 3X4 FT. BACK STRUCTURE GARAGE DOOR IS OPEN.
DAMAGE ON STRUCTURE.

3/1/23 CODE OFFICER LEOS REINSPECTED. STILL SUB STANDARD.NOW DOOR IS
OPEN.

THERE IS A HOLE ON THE ROOF THROUGH THE CEILING EXPOSING THE INSIDE
HOUSE.

STRUCTURES CONDITION ON PROPERTY ARE STILL AS INSPECTED ON 1/19/23

Task #: 115448 - INSPECT SUBSTANDARD - 4/26/2023

4/26/23 CODE OFFICER LEOS INSPECTED. STRUCTURES STILL AS DESCRIBED AS IN
PREVIOUS INSPECTIONS ADDING THE STRUCTURE IN THE BACK (GARAGE) NOW HAS THE
BACKDOOR OPEN.

WILL SEND SUB STANDARD VIOLATION NOTICE TO PROPERTY OWNER (ACCORDING TO
HOWCAD AND GEMINI)TYRA LENDERMON.

Task #: 115449 - SUBSTANDARD BLD - 4/26/2023

STATE OF TEXAS

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COUNTY OF HOWARD

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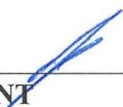
**CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS**

“With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On January, 19th, 2023, and March, 1st, 2023, and April, 26th, 2023, I inspected the property described as:

LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT
29 0.161 ACRES Big Spring, Howard County, Texas, also known as **1008 E
12TH**, Big Spring, Texas.

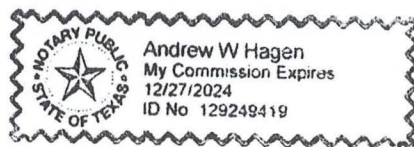
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

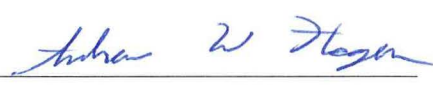
SIGNED on the 6th day of February, 2024.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit C-4



1/19/2023 10:12

70272



#70272



1/19/2023 10:13

70272



3/ 1/2023 9:18

70272



3/ 1/2023 10:59

70272



3/1/2023 10:59

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3/ 1/2023 10:59

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3/ 1/2023 11:03

70277



3/ 1/2023 11:03

70272



3/ 1/2023 11:04

70272

4/26/2023 9:10

70272



4/26/2023 9:12

70272



4/26/2023 9:12

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY JACOB LEOS**

“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 6th day of February, 2024.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit C-5



Code Compliance

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

NOTICE OF VIOLATION AND ORDER TO ABATE

1008 E 12TH

LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES

April 26, 2023

Case No: 72765

TYRA LENDERMON
1008 E 12TH
BIG SPRING TX 79720-3720

Sent via: Certified US Mail

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

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

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

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

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

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

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

Sincerely,



Code Enforcement Officer
City of Big Spring, Texas



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

February 02, 2024

Tyra Lendermon
P.O. Box 5
Orla, Texas 79718

Tyra Lendermon / V. W. Fuglaar
1008 E 12th St.
Big Spring, Texas 79720

Re: 1008 E 12TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ
032206 BLK/TRACT 29 0.161 ACRES, Howard County**

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

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

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

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

Corrective Action Sought by Code Compliance

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

DEMOLITION OR REPAIR
of Main Structure.

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

Issued by

Jacob Leos

Name

Code Enforcement Officer

Title

+1 (432) 264-2502

Phone

jleos@mybigspring.com

E-mail

The City's goal is voluntary compliance.

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

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

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, February 13, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

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

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

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

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

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

Sincerely,



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

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for February 13, 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, 2nd, 2024.

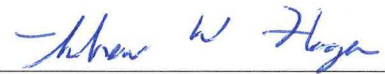
SIGNED on the 6th day of February, 2024.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit C-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 13TH, 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:

211 UNION, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART NW/4 OF SC 44 BK 32 1N 057 BLK/TRACT 32 1N 1.44 ACRES – OWNER: CINDY MCGUIRE

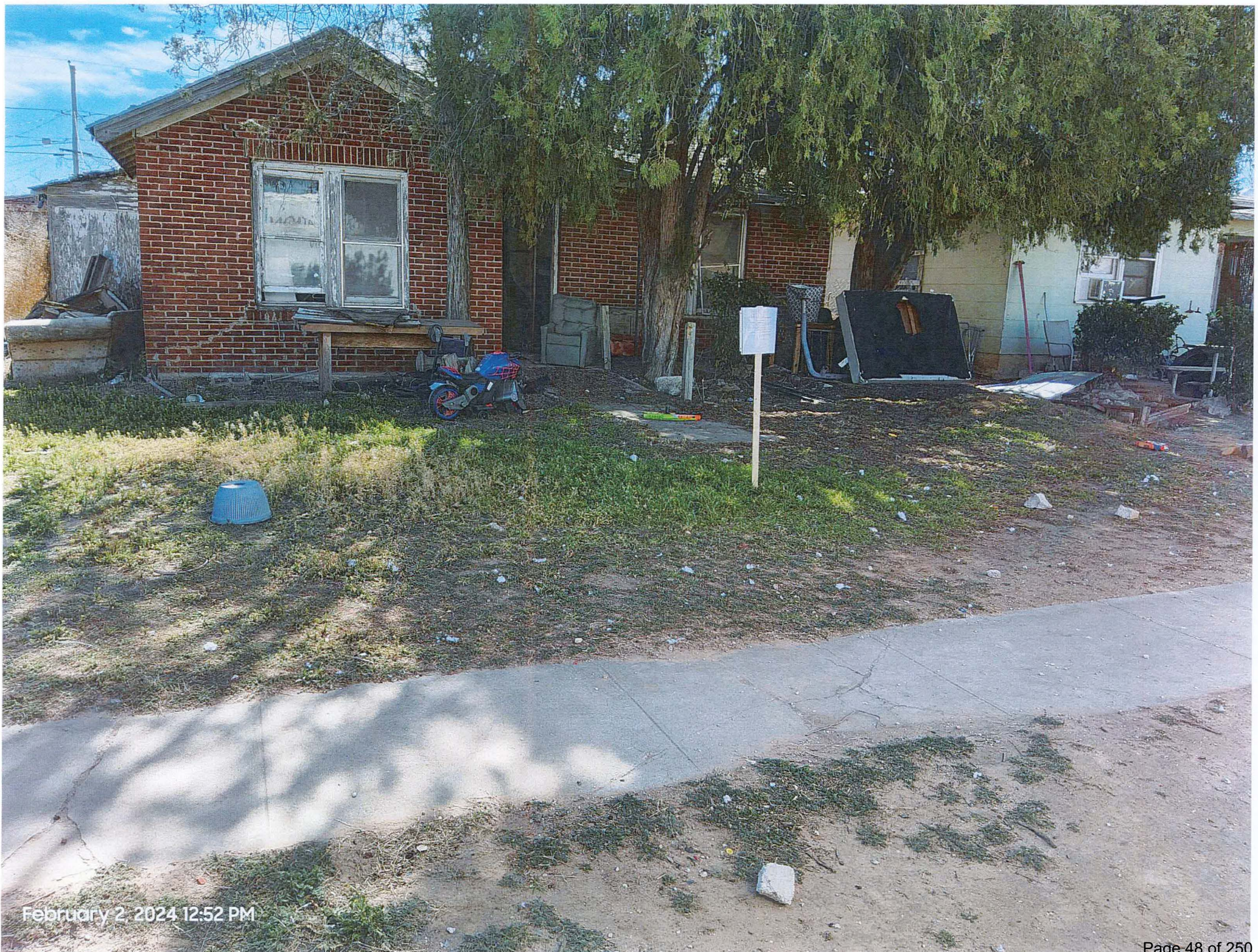
1400 STATE PARK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 5-6 BK 2 MOUNTAIN VIEW 100X140 216 0.321 ACRES – OWNER: EARL D. KOLDEN

1008 E 12TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

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



February 2, 2024 12:52 PM

1400 STATE PARK

Code Compliance Official: Ashley Guerra

Exhibit B-1

STATE OF TEXAS

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COUNTY OF HOWARD

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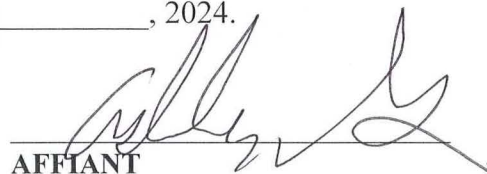
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1400 STATE PARK**

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

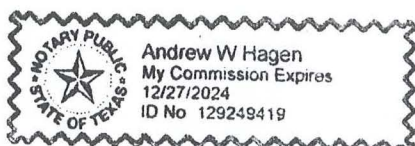
“My name is **Ashley Guerra**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1400 STATE PARK**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 6 day of February, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of February, 2024 by the above referenced Affiant.



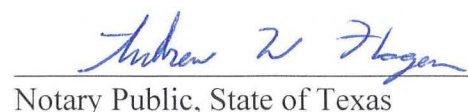

Notary Public, State of Texas

Exhibit B-2

Property Details

Account

Property ID:	284096	Geographic ID: B4650001500
Type:	Real	Zoning:
Property Use:		Condo:

Location

Situs Address:	1400 STATE PARK
Map ID:	Mapsc0:
Legal Description:	LTS 5-6 BK 2 MOUNTAIN VIEW 100X140 216 0.321 ACRES
Abstract/Subdivision:	
Neighborhood:	WRGT

Owner ⓘ

Owner ID:	10623
Name:	KOLDEN EARL D
Agent:	
Mailing Address:	1400 STATE PARK BIG SPRING , TX 79720
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$93,895 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,400 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$98,295 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$98,295 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$98,295
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: KOLDEN EARL D **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
--------	-------------	----------	--------------	---------------	---------------	----------------

01H	HOWARD COUNTY	0.208716	\$98,295	\$98,295	\$205.16	
02B	CITY OF BIG SPRING	0.636039	\$98,295	\$98,295	\$625.19	
03B	BIG SPRING ISD	0.763200	\$98,295	\$98,295	\$750.19	
052	HOWARD COLLEGE	0.154789	\$98,295	\$98,295	\$152.15	
ZZZ	CREDIT	0.000000	\$0	\$0	\$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: \$1,732.69

Estimated Taxes Without Exemptions: \$1,732.69

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
1400 STATE PARK CASE NOTES

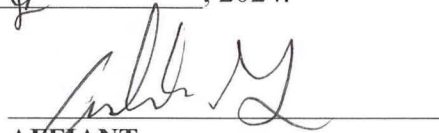
“This record, attached as **Exhibit B-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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 4 day of February, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024

by the above referenced Affiant.



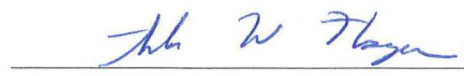

Notary Public, State of Texas

Exhibit B-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 24
January 2024 13:37

Case # 24-00000004

Parcel # : 284096

Site Address: 1400 STATE PARK

Case Description: DROVE BY AND NOTICED A BURNT STRUCTURE

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		went back for a reinspect on 1-24-24 and no progress has been made no contact has been made with the owner .	Ashley Guerra	01/24/24	
GENERAL		Sent to legal on 1-24-24	Ashley Guerra	01/24/24	
CORRECTIVE ACTION		DUE TO THE FIRE ON PROPERTY HOUSE IS HAZARDOUS AND DANGEROUS TO THE NABORHOOD AND COMUNITY HOUSE NEEDS TO BE BROUGHT DOWN OR BROUGHT UP TO CODE DEADLINE FOR COMPLIANCE I (7) SEVEN DAYS FROM THE DATE OF MAILING . 1-08-24	Ashley Guerra	01/08/24	
GENERAL		WENT BY ON DEC 5TH AND NOTICED A BURNT STRUCTURE	Ashley Guerra	01/08/24	
SITE VISIT		SENT OUT NOTICE OF VIOLATION ON 1-8-24	Ashley Guerra	01/08/24	

STATE OF TEXAS

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COUNTY OF HOWARD

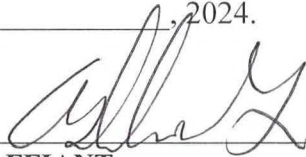
**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On December, 5th, 2023, and January, 5th, 2024, and January, 24th, 2024, I inspected the property described as:

LTS 5-6 BK 2 MOUNTAIN VIEW 100X140 216 0.321 ACRES Big Spring,
Howard County, Texas, also known as **1400 STATE PARK**, Big Spring, Texas.

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

SIGNED on the 6 day of February, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit B-4

Case # 24-00000004



December 5, 2023 1:06 PM

Case # 24-00000004



December 5, 2023 1:06 PM

Case # 24-00000004

December 5, 2023 1:06 PM



December 5, 2023 1:09 PM

Case # 24-00800004

January 5, 2024 8:14 AM



January 5, 2024 8:15 AM



January 5, 2024 8:16 AM

Case #
24-00000004



January 24, 2024 3:05 PM

Page 68 of 250



Case # 24-00000004



Exhibit B-5



INCIDENT

Incident Number 231203-233538-BSFD	Incident Date 12/04/2023	NFIRS Number 0003125	Incident Type (111) - Building fire
---------------------------------------	-----------------------------	-------------------------	--

FDID KW601	Station Station 1	Shift C-Shift	District District 1
---------------	----------------------	------------------	------------------------

Initial Dispatch Code

Alarms	Working Fire? Yes	COVID-19 was a factor No, COVID-19 was not a factor	Critical Incident	Critical Incident Team
--------	----------------------	--	-------------------	------------------------

Temporary Resident Involvement

Hazardous Materials Released

Action Taken 1

(11) - Extinguishment by fire service personnel

AID

Aid Given/Received
(N) - None

LOCATION

Location Type
(1) - Street address

Address
1400 State Park Drive, Big Spring, Texas, 79720

Cross Street, USNG, or Directions	Latitude	Longitude	Census Tract
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Detector Alerted Occupant

Property Use (419) - 1 or 2 family dwelling	Mixed Use
--	-----------

TIMES

PSAP Received	Dispatch Notified Time	Alarm Time 03:12:00, 12/04/2023
Arrival Time 03:21:00, 12/04/2023	Water on Fire Time 03:22:00, 12/04/2023	At Patient Time
Loss Stop Time 05:00:00, 12/04/2023	Controlled Time	Last Unit Cleared Time 06:13:00, 12/04/2023

⌚ TIMES

Total On Scene Time
2 hrs 52 mins 0 sec

Total Incident Time

📊 COUNTS

Counts Include Aid Received?

No

Suppression:

Apparatus Personnel
3 8

EMS:

Apparatus Personnel
1 3

Other:

Apparatus Personnel
1 1

\$↓ LOSS

Property:

Estimated Property Losses
10000

Estimated Property Value

Content:

Estimated Content Losses
10000

Estimated Content Value

📝 AUTHORIZATION

Report Writer:

Name	Employee Number	Assignment	Authorization Date
Phelps, James	0746	L-1 Lt	12/04/2023

Officer in Charge:

Name	Employee Number	Assignment	Authorization Date
Phelps, James	0746	L-1 Lt	12/04/2023

Quality Control:

Name	Authorization Date

📝 INCIDENT NARRATIVE

Ladder 1, Engine 2, Engine 5, Medic 5 and Battalion 1 were dispatched at 0312 hours to 1400 State Park Dr., for a structure fire, that PD on scene relayed that it appeared to be the rear of the home with smoke and flames showing. Fire crews arrived on scene at 0321 hours, to find a single-story residential structure, with the carport (attached garage) on the delta side of the home, north side, fully involved and spreading in the living area and kitchen of the building. No exposures were being threatened on the initial size up. E-5 deployed 2 preconnected 150 foot and 200 feet of pre connected inch and three-quarter hose line. The 1st line was stretched to attack the garage area, while the 2nd line was stretched out to attack the interior fire spread. A hydrant at 1600 State Park Dr. was used by E-2 and LDH was relayed to E-5, with a portable hydrant used at the truck. All personnel wore appropriate PPE to include SCBA, with no injuries to report. The fire had spread to the attic area of the structure, with the smoke and flames extending the entirety of the attic space. The home did not appear to be in regular use, with no utilities, gas, electricity, and/or water connected to the residence. There were regular home furnishings within the house, with some rooms filled with piles of clothing, bedding, etc... A long pike pole was used to pull down overhead sheet rock to better extinguish the flames. 10 gallons of foam was used with the hand carried foaming unit to also assist in fire control and extinguishment. A Halligan and pole saw were used on the exterior of the home to extinguish some smoldering material and extension into the walls and peak of the ceiling. 5,000 gallons were used to extinguish the flames. 2 water extinguishers were also used to extinguish some smoldering materials. A bystander passed by the scene and advised that the homeowner, Jerry Kolden, no phone number given, was resting at her residence. Fire crews remained on scene in case of any reignition, with all fire/Ems crews returning back to service at 0613 hours.

Engine 5 Crew, Lt Haney, AE McCullough and F/F Pederson

E-2 Crew, Lt Davenport and AE Westbrook, Chaz

INCIDENT NARRATIVE

Ladder 1 Crew, Lt Phelps, AE Sanchez and F/F Ellis

Medic Crew, F/F Malinowski, F/F McAlister, Sean and F/F Neuman

Battalion 1, DC Sparks

Created By: Phelps, James

Unit Reports

BATTALION 1

Use	Responding From	Priority
(0) - Other		
Response Delays		
Dispatch Time 03:12:00, 12/04/2023	Enroute Time 03:12:00, 12/04/2023	Arrival Time 03:21:00, 12/04/2023
At Patient Time	Clear Time 06:13:00, 12/04/2023	In District Time
Actions Taken:		
Personnel JAKE SPARKS		

ENGINE 5

Use	Responding From	Priority
(1) - Suppression		
Response Delays		
Dispatch Time 03:12:00, 12/04/2023	Enroute Time 03:12:00, 12/04/2023	Arrival Time 03:21:00, 12/04/2023
At Patient Time	Clear Time 06:13:00, 12/04/2023	In District Time
Actions Taken:		
Personnel Shawn T. Haney, Justin McCullough, Chad Pederson		

LADDER 1

Use	Responding From	Priority
(1) - Suppression		
Response Delays		
Dispatch Time 03:12:00, 12/04/2023	Enroute Time 03:12:00, 12/04/2023	Arrival Time 03:21:00, 12/04/2023

LADDER 1

At Patient Time

Clear Time

In District Time

06:13:00, 12/04/2023

Actions Taken:

Personnel

GARRETT ELLIS, James Phelps, MATTHEW SANCHEZ

MEDIC 5

Use

Responding From

Priority

(2) - EMS

Response Delays

Dispatch Time

Enroute Time

Arrival Time

03:12:00, 12/04/2023

03:12:00, 12/04/2023

03:21:00, 12/04/2023

At Patient Time

Clear Time

In District Time

06:13:00, 12/04/2023

Actions Taken:

Personnel

SEAN MCALLISTER, JAMES MALINOWSKI, Dylan Neuman

ENGINE 2

Use

Responding From

Priority

(1) - Suppression

Response Delays

Dispatch Time

Enroute Time

Arrival Time

03:12:00, 12/04/2023

03:12:00, 12/04/2023

03:21:00, 12/04/2023

At Patient Time

Clear Time

In District Time

06:13:00, 12/04/2023

Actions Taken:

Personnel

Steve Davenport, CHAS WESTBROOK

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

Alarms

Acres Burned

Resident Units In Bldg

Buildings Involved

1

Hydrant Identifier

Estimated Water Usage

IGNITION

Area of Origin

(47) - Vehicle storage area; garage, carport

Heat Source

(UU) - Undetermined

Item First Ignited

(96) - Rubbish, trash, waste

Fire Confined to Item?

Type of Material First Ignited

Cause of Ignition

(5) - Cause under investigation

Factors Contributing to Ignition 1

(UU) - Undetermined

Human Factors Contributing to Ignition

(N) - None

Est. Age of Person Involved

Gender of Person Involved

EQUIPMENT

Equipment Involved in Ignition

Equipment Power Source

Equipment Portability

Brand

Model

Serial Number

Year

STRUCTURE

Structure Type

(1) - Enclosed building

Stories Above Grade

1

Stories Below Grade

0

Building Status

(3) - Idle, not routinely used

Length

50 ft

Width

30 ft

Total Square Feet

1500 sq ft

Story of Fire Origin

1

Fire Spread

(4) - Confined to building of origin

Item Contributing Most to Flame Spread

Type of Material

Number of Stories with Damage

Minor Damage

Significant Damage

Heavy Damage

Extreme Damage

Total Stories

PROTECTIVE SYSTEMS

Presence of Detector

(N) - None present

Detector Type

 PROTECTIVE SYSTEMS

Power Supply

Detector Operations

Effectiveness (/Failure Reason)

Presence of Auto Extinguishing System
(N) - None Present

System Type

System Operation

of Sprinklers

Reason for System Failure

STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA**

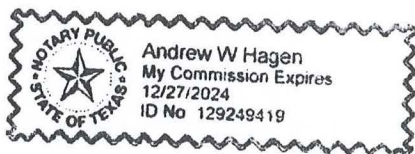
“The document in **Exhibit B-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 6 day of February, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024
by the above referenced Affiant.




Notary Public, State of Texas

Exhibit B-6



City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

217 East 3rd St., Big Spring, TX 79720
Ph: 432-264-2504 Fax: 432-264-7024

FINAL NOTICE OF VIOLATION

24-00000004

KOLDEN EARL D
1400 STATE PARK
BIG SPRING, TX 79720

Subject Property: 1400 STATE PARK , BIG SPRING, TX 00000
APN: 284096

Dear KOLDEN EARL D

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 is not 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.

DUE TO THE FIRE ON PROPERTY HOUSE IS HAZARDOUS AND DANGEROUS TO THE NABORHOOD AND COMUNITY HOUSE NEEDS TO BE BROUGHT DOWN OR BROUGHT UP TO CODE

DEADLINE FOR COMPLIANCE I (7) SEVEN DAYS FROM THE DATE OF MAILING . 1-08-24

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 blue ink, appearing to read "Ashley Guerra", written over the printed name and title.



Case Number: 24-00000004

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

February 02, 2024

Earl D. & Margaret Kolden / Jerry J. Kolden /
Mark Curtis Lipski
1400 State Park Dr.
Big Spring, Texas 79720

Credit Control LLC
5757 Phantom Dr.
Suite 330
Hazelwood, MO 63042

Jerry Jason Kolden
1301 Mesa Ave.
Big Spring, Texas 79720

Credit Control, LLC
3300 Ridge Trail S
Suite 500
Earth City, MO 63045

Mark Curtis Lipski
1312 State Park Dr.
Big Spring, Texas 79720

Citizens Federal Credit Union
701 E. FM 700
Big Spring, TX 79720

Re: 1400 STATE PARK, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LTS 5-6 BK 2 MOUNTAIN VIEW 100X140 216 0.321
ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged,	The building had fire damage to the roof and walls that has not been repaired. The building was abandoned and constitutes an attractive nuisance. Hazardous condition.

dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or 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

Ashley Guerra
Name

Code Compliance Official
Title

+1 (432) 264-2505

Phone

Case Number: 24-00000004

aguerra@mybigspring.com

E-mail

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY

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

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, February 13, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

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

STATE OF TEXAS

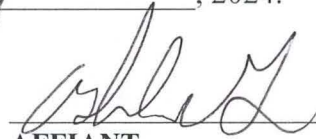
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§
§

COUNTY OF HOWARD

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for February 13, 2024, attached as **Exhibit B-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on January, 2nd, 2024.

SIGNED on the 6 day of February, 2024.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 6 day of Feb, 2024
by the above referenced Affiant.





Notary Public, State of Texas

Exhibit B-7



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 13TH, 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:

211 UNION, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART NW/4 OF SC 44 BK 32 1N 057 BLK/TRACT 32 1N 1.44 ACRES – OWNER: CINDY MCGUIRE

1400 STATE PARK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 5-6 BK 2 MOUNTAIN VIEW 100X140 216 0.321 ACRES – OWNER: EARL D. KOLDEN

1008 E 12TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 29 COLE & STRAYHORN 50X140 251 ACQ 032206 BLK/TRACT 29 0.161 ACRES – OWNER: TYRA LENDERMON

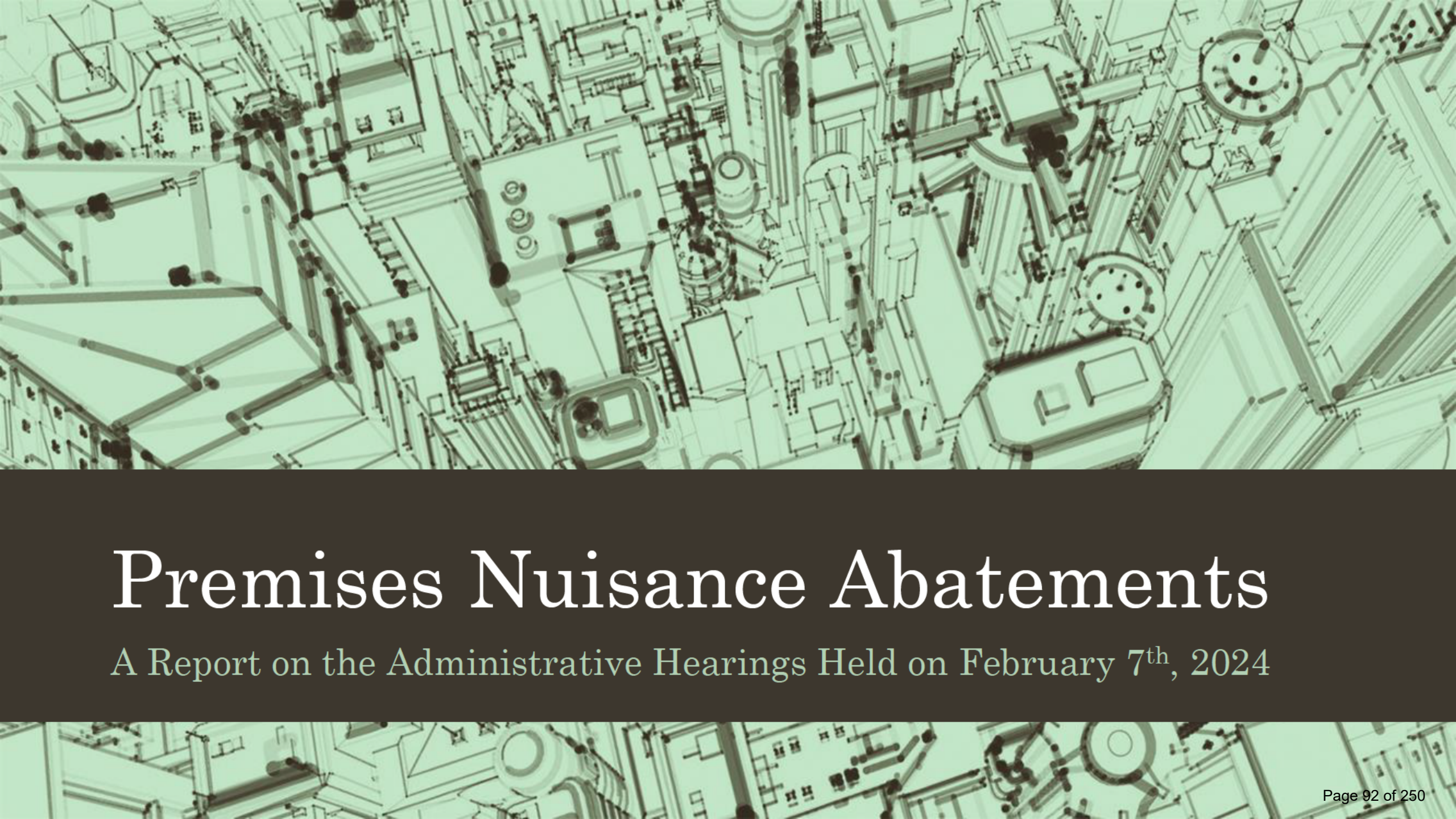
THE CITY OF BIG SPRING HEARING BOARD MEETING IS AVAILABLE TO ALL PERSONS REGARDLESS OF DISABILITY. IF YOU REQUIRE SPECIAL ASSISTANCE, PLEASE CONTACT TAMI DAVIS AT 432-264-2513 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Nick Reyna

Nick Reyna, Building Official, City of Big Spring



FEBRUARY 2, 2024 1:01 PM

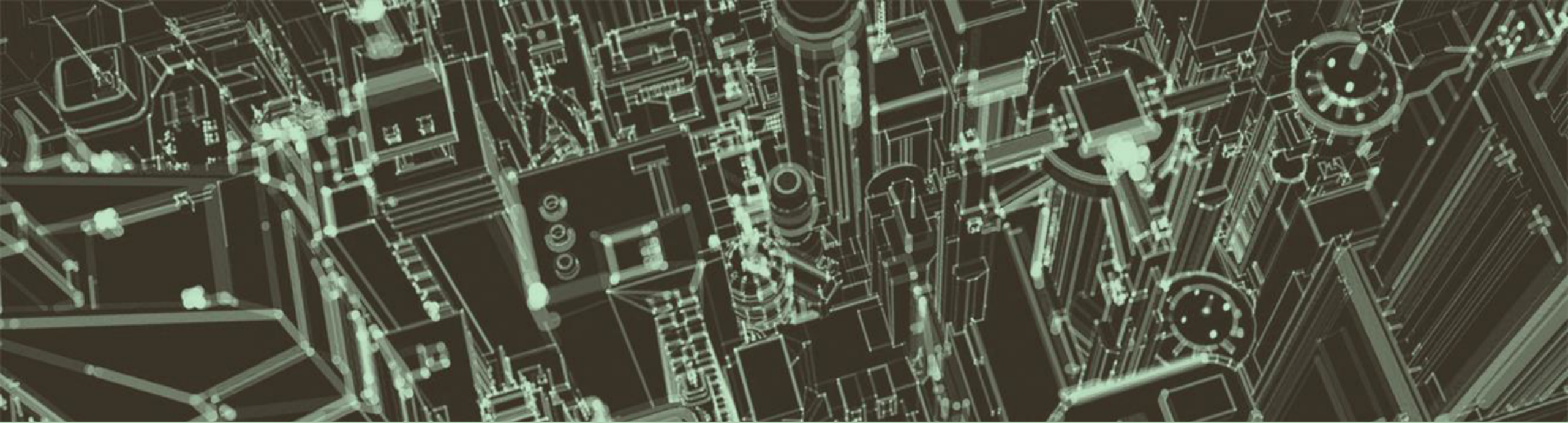
An aerial photograph of a city street grid, viewed from a high angle. The image is overlaid with a semi-transparent teal color. The streets form a complex pattern of lines and intersections, with some buildings and green spaces visible between the streets.

Premises Nuisance Abatements

A Report on the Administrative Hearings Held on February 7th, 2024

Properties Subject to the Administrative Hearings

1. 1401 Nolan Street
2. 1319 Utah Road
3. 1409 E. 19th Street
4. 1000 Bluebonnet Ave.
5. 4207 Oak Street
6. 2412 Runnels Street
7. 2104 Runnels Street
8. 803 Rosemont Street



Cleared Accumulations

Of the 8 properties, 4 were cleared prior to the Administrative Hearings.



1401 Nolan Street

As of December 18th, 2023



As of January 25th, 2024



1409 E. 19th Street

As of October 9th, 2023



As of January 25th, 2024



2412 Runnels Street

As of September 14th, 2023



As of January 25th, 2024



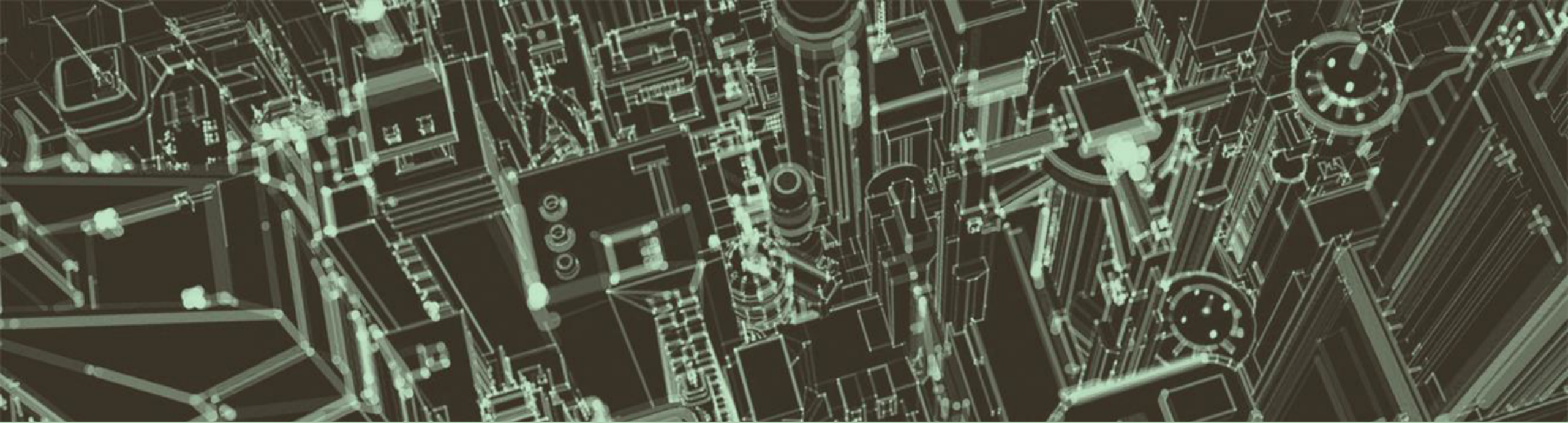
803 Rosemont Street

As of September 14th, 2023



As of January 25th, 2024





Premises Subject to Abatement

An Order of Abatement was made regarding four properties.



1319 Utah Rd. as of January 25th, 2024



1000 Bluebonnet Ave. as of January 25th, 2024

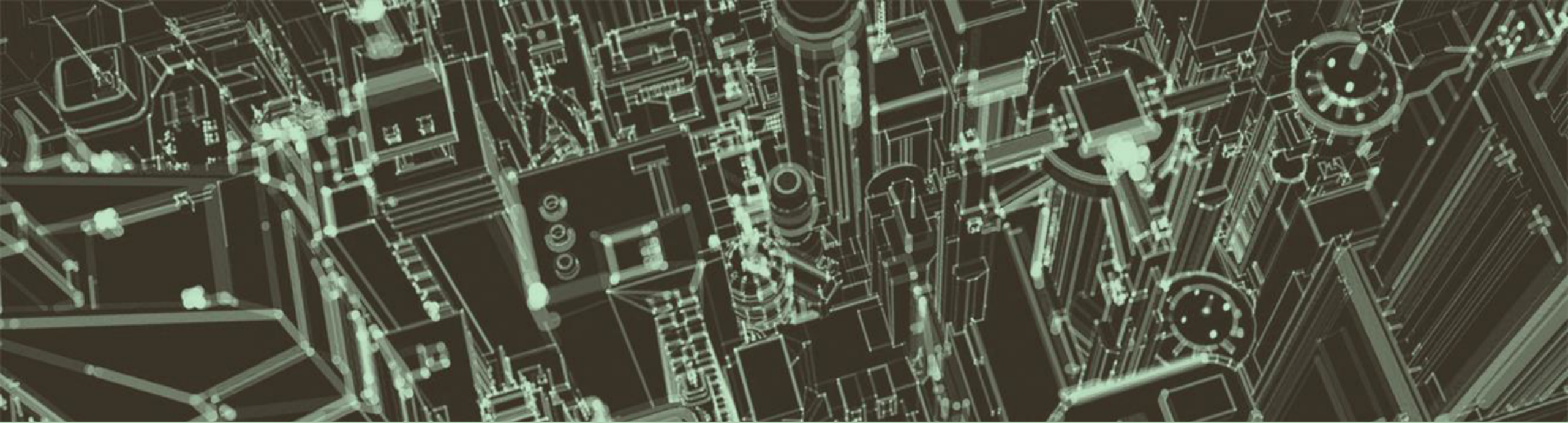


4207 Oak St. as of January 25th, 2024



2104 Runnels St. as of January 25th, 2024





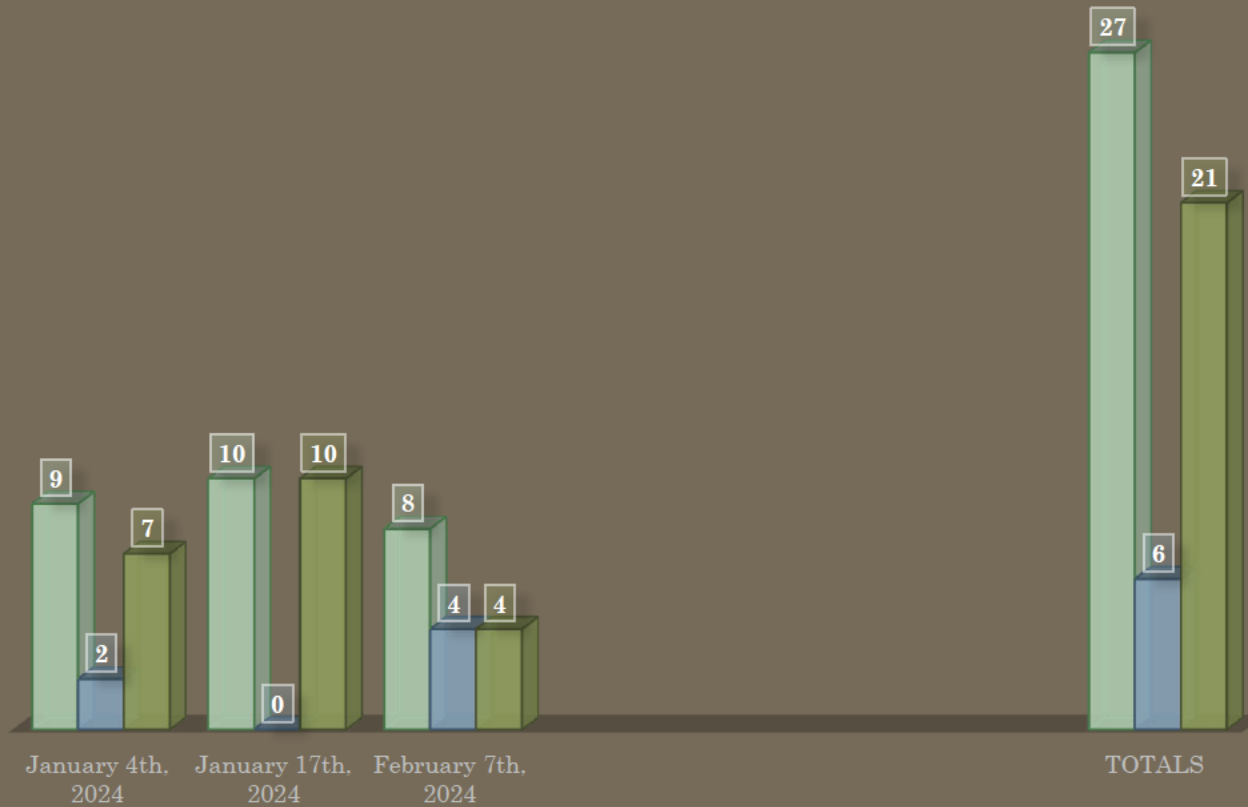
Conclusion

An overview of the results of the Administrative Hearings.



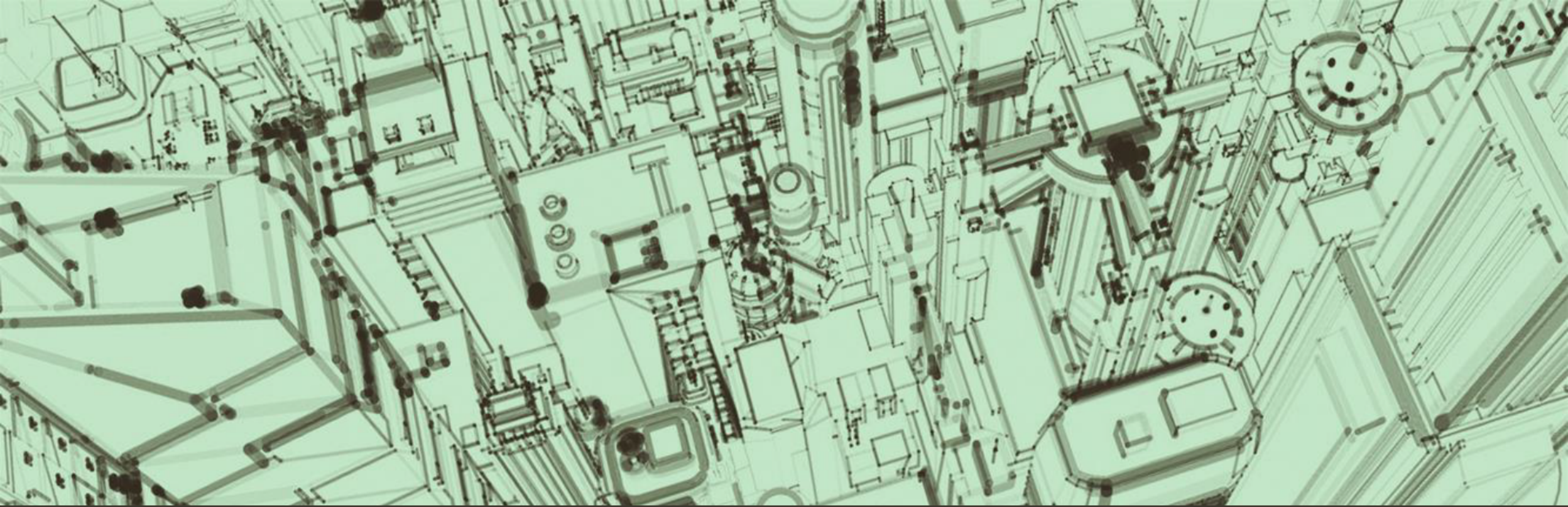
PREMISES NUISANCE ADMINISTRATIVE HEARINGS 2024

■ Cases Heard ■ Cleared ■ Orders



Summarily:

- Following the Administrative Hearing held on February 7th, 2024, an Order of Premises Abatement was made in respect of 4 properties, with a 30-day period granted before the Order becomes final.
- A total of 27 cases of premises nuisance violations have been heard during the 2024 Administrative Hearings, resulting in 21 Orders of Premises Abatement being made.
- 6 properties have been confirmed by Code Enforcement to have been cleared prior to their respective hearing dates.



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 MEETING in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, January 23, 2024, with the following members present in person:

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

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

Don Smith 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

Several citizens spoke on the following items:

Members of the Leadership class were introduced and their class project this year is to fix up Jefferson Park; Concerns over the shortage in the Fire Department; Water leak on 2nd & Nolan; and Street renaming (Schroff Circle).

Announcements, Presentations and Public Hearings

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

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

MOTION PASSED

PUBLIC HEARING - Regarding a Proposed 2024 Master Parks Plan

Hayley Lewis, Community Services Director, reported that the 2024 Master Parks Plan was available in her office for anyone to review. No comments were made at this time.

Each public hearing listed below regarding the abatements were presented to the Council with an abatement order and pictures. No citizens spoke regarding any of the properties listed.

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

MOTION WAS MADE BY Council Member McDonald to abate the above captioned property (1319 Utah), seconded by Mayor Pro Tem Ornelas.

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

MOTION PASSED

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

MOTION WAS MADE BY Mayor Pro Tem Ornelas to abate the above captioned property (506 NE 8th), seconded by Council Member McDonald.

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

NAYS: None

MOTION PASSED

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

MOTION WAS MADE BY Council Member Yanez to abate the above captioned property (801 Pine), seconded by Council Member Smith.

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

NAYS: None

MOTION PASSED

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

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

NAYS: None

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 1
- Update - E-Waste
- Update - Water Line Breaks
- Chamber Banquet - February 1, 2024
- Summit Meeting - February 7, 2024

Todd Darden, City Manager, reported on the above captioned items as follows:
Large item pickup for District 1 picked up 10 tons; e-waste collected 2 tons of electronics; City crews and contractors worked 32 water breaks and thanked the staff and other crews for working on them; Chamber Banquet will be on Thursday, February 1, 2024 and the Summit Meeting will be on Wednesday, February 7, 2024.

Report on the Administrative Hearings Held on January 17th, 2024, Concerning Abatement of Premises Nuisance Violations

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

Consent Items

Approval of the City Council Minutes of the Regular Meeting of January 9, 2024.

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of November 21, 2023.

Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the 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 Mayor Pro Tem Ornelas to approve the above captioned minutes and ordinance, seconded by Council Member Yanez.

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

NAYS: None

MOTION PASSED

Vouchers

Vouchers for 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

Council Member Smith reviewed the above captioned vouchers.

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

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

MOTION PASSED

Vouchers for 01/05/24 \$ 493,194.62
Vouchers for 01/12/24 \$ 684,879.07
Vouchers for 01/18/24 \$ 382,543.44
Drafts \$ 874,124.31

Mayor Pro Tem Ornelas reviewed the above captioned vouchers.

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

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

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for a Zero Turn Mower for the Parks and Recreation Department

MOTION WAS MADE BY Council Member Tompkins to award the above captioned bid to South Plains Implement in the amount of \$12,807.88, seconded by Mayor Pro Tem Ornelas.

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

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for the Asbesto Abatement Project at the Dora Roberts Community Center

MOTION WAS MADE BY Council Member Tompkins to award the above captioned bid to 1 Priority Environmental Services in the amount of \$31,500.00, seconded by Mayor Pro Tem Ornelas.

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

MOTION PASSED

New Business

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

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

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

NAYS: None

MOTION PASSED

First Reading of 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

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

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

NAYS: None

MOTION PASSED

First Reading of 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

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

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

NAYS: None

MOTION PASSED

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

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

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

NAYS: None

MOTION PASSED

Consideration and Possible Action of a Joint Election Agreement with Big Spring Independent School District and Authorizing the Mayor to Execute any Necessary Documents

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

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

NAYS: None

MOTION PASSED

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

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

YEAS: Mayor Moore, Council Member Hughes, Council Member McDonald, 5
Council Member Tompkins, Council Member Smith 2

NAYS: Mayor Pro Tem Ornelas, Council Member Yanez

MOTION PASSED

Boards and Committees

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

Convention & Visitors Bureau Board (CVB)

Chavonna Parker - Appointment - Dist. Two

City Council approved and appointed Chavonna Parker to the Convention & Visitors Bureau Board by acclamation.

Council Input

Input

Mayor Pro Tem Ornelas thanked citizens for calling and being patience during the recent water breaks

Council Member Yanez thanked staff for working on the recent water breaks

Council Member Tompkins encouraged citizens to attend the chamber banquet; received a couple of calls regarding loose dogs; asked staff to fix Mr. Parks water leak he mentioned during public comments; and encouraged citizens to run for council

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

The above scheduled executive session was held in open session. Mr. Darden informed the Council that the City was going to reimburse a \$50,000 incentive agreement to Chick Fil A. Council consented and no action was taken.

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

Adjourn

Mayor Moore adjourned the council meeting at 6:30 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, 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.

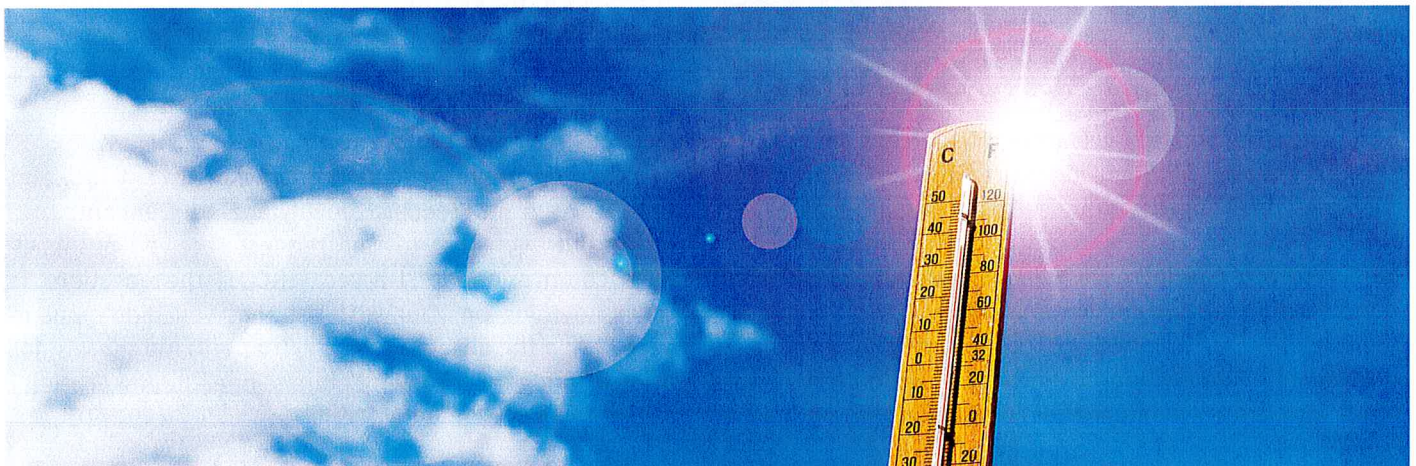
Heat Wave Prompts Record Demand on ERCOT Grid

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



CITY OF
Big Spring

MEMORANDUM

Date: February 9, 2024

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

From: Shane Bowles, Public Works Director

Re: SCADA Improvements

The City of Big Spring is seeking to award the Upgrades to the Air Conditioning for Wastewater Plant to SKC A/C. The project scope includes eight new units to be installed around the plant to better protect electrical equipment from overheating. We have had issues in the past with electronics burring up and needing to be replaced before we gotten our return on them. This includes SCADA systems, VFD motors, blowers, and smaller air conditioning window units we have tried to utilize in the past, and this is a budgeted project that has come in underbudget by \$100 Thousand. Utilizing this TIPS USA contract, we are requesting to enter into an agreement with SKC A/C for \$127,927.00.



SKC A/C LLC

Shane Clark, Owner/Operator
P.O. BOX 3363, BIG SPRING, TX 79721
(432) 466-6025 TX License #TACLA72704E
skc.airheat@gmail.com www.skcair.com
TDLR Complaints 800-803-9202

1 of 1

PROPOSAL SUMMARY

PROPOSAL SUBMITTED TO CITY OF BIG SPRING-Chad Tidwell		TODAY'S DATE January 26, 2024	DATE OF PLANS/PAGE #'S TBD
PHONE NUMBER (432) 816-9445	EMAIL ADDRESS ctidwell@mybigspring.com	JOB NAME 8 New Systems, Electrical & Coil Protection Treatments	
ADDRESS, CITY, STATE, ZIP 310 Nolan St., Big Spring, TX 79720		JOB LOCATION 3607 11th Place Ext-Waste Wtr Treatment Plant	

TIPS-USA Contract Purchasing Vendor #211001

Please find below a summary of the attached individual proposals.

BUILDING	DESCRIPTION	BRAND	PROJECT TOTALS
(3) BELT PRESS & (1) BLOWER BLDGS	FOUR 5 TON RTUS	ARCOAIRE	\$77,762.00
OFFICE BUILDING	ONE 5 TON RTU REPLACEMENT	TRANE	\$19,225.00
MAINTENANCE BUILDING	ONE 3 TON RTU	ARCOAIRE	\$16,795.00
(1) S02 & (1) CL2 BUILDINGS	TWO 2 TON MINI SPLITS	DAIKIN	\$14,145.00
WWTP GRAND TOTAL			\$127,927.00

Thank you for considering us!!

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

One Hundred Twenty-Seven Thousand, Nine Hundred, Twenty-seven & no/100** dollars (\$ 127,927.00)

Payment as follows: Half Down, Balance due at completion per City of Big Spring remittance policies.

All material is guaranteed to be as specified if accepted within the time frame noted below. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. **Note:** Should equipment prices fluctuate more than 8% before down payment is received or financing is obtained the total of this proposal will increase accordingly upon immediate notification to responsible party above.

Authorized
Signature

Shane Clark

Note: this proposal may be withdrawn by us
if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and
conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance



SKC A/C LLC

Shane Clark, Owner/Operator
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(432) 466-6025 TX License #TACLA72704E
skc.airheat@gmail.com www.skcair.com
TDLR Complaints 800-803-9202

1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO CITY OF BIG SPRING-Chad Tidwell		TODAY'S DATE January 26, 2024	DATE OF PLANS/PAGE #'S TBD
PHONE NUMBER (432) 816-9445	EMAIL ADDRESS ctidwell@mybigspring.com	JOB NAME Four New 5 Ton HVAC RTUs & Electrical	
ADDRESS, CITY, STATE, ZIP 310 Nolan St., Big Spring, TX 79720		JOB LOCATION 3607 11th Place Ext-Belt Press & Blower Bldgs.	

TIPS-USA Contract Purchasing Vendor #211001

Purchase permit from the City of Big Spring to install four 5 Ton 14 SEER 460V 3-Phase Heat Pump Rooftop Package Units and one 3 Ton 14 SEER 460V 3-Phase Heat Pump Rooftop Package Unit to include: Crane rental to set each package unit in the specified locations; installing four 20kw heat kits in the 5 Ton units and one 15kw heat kit in the 3 Ton unit; installing custom sheet metal supply and return duct runs from each new package units through to the inside of each building and sealing per code; installing supply and return air grilles for each package unit; connecting each package unit to customer's disconnect boxes by installing a new 6'x3/4" electrical whip to each unit; installing hail guard protection on each unit; installing thermostat wire from each package unit to a new digital heat pump thermostat, each w/ emergency backup heat; installing new 3/4" PVC condensate drainage lines complete with traps; running heat/cool cycle tests on each package unit; verifying proper operation on each package unit; registering all equipment online.

Four 5 Ton 460V 3-Phase **ArcoAire** brand Heat Pump Rooftop Package Units
Warranty: 5-yrs Compressor, 1-yrs Parts, 2-yrs SKC Labor

Total Cost RTUs: \$66,762.00

New electrical service @ \$2,100/system – **Total Cost Electrical: \$ 8,400.00**

Coil & Surface Protectant Treatment @ \$650/system – **Total Cost Electrical: \$ 2,600.00**

FOUR NEW 5 TON RTU PROJECT TOTAL: \$77,762.00

Thank you for considering us!!

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
Seventy-Seven Thousand, Seven Hundred, Sixty-two Dollars & no/100 dollars (\$ 77,762.00)**

Payment as follows: **Half Down, Balance due at completion per City of Big Spring remittance policies.**

All material is guaranteed to be as specified if accepted within the time frame noted below. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. **Note: Should equipment prices fluctuate more than 8% before down payment is received or financing is obtained the total of this proposal will increase accordingly upon immediate notification to responsible party above.**

Authorized
Signature

Shane Clark

Note: this proposal may be withdrawn by us
if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and
conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____



SKC A/C LLC

Shane Clark, Owner/Operator
P.O. BOX 3363, BIG SPRING, TX 79721
(432) 466-6025 TX License #TACLA72704E
skc.airheat@gmail.com www.skcair.com
TDLR Complaints 800-803-9202

1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO CITY OF BIG SPRING-Chad Tidwell		TODAY'S DATE January 26, 2024	DATE OF PLANS/PAGE #'S TBD
PHONE NUMBER (432) 816-9445	EMAIL ADDRESS ctidwell@mybigspring.com	JOB NAME One Trane 5-Ton RTU Replacement	
ADDRESS, CITY, STATE, ZIP 310 Nolan St., Big Spring, TX 79720		JOB LOCATION 3607 11th Place Ext – Office Building	

TIPS-USA Contract Purchasing Vendor #211001

Purchase permit from the City of Big Spring to install one new 5 Ton Trane brand 14 SEER 460V 3-Phase Heat Pump Rooftop Package Unit to include: Crane rental to set the package unit in the specified location; installing a 18kw heat kit; installing custom fabricated sheet metal duct adapters for the supply and return duct then sealing per code; connecting package unit to existing disconnect box by installing a new 6'x3/4" electrical whip to unit; installing hail guard protection on unit; installing thermostat wire from package unit to a new digital heat pump thermostat w/ emergency backup heat setting; installing new 3/4" PVC condensate drainage lines complete with traps; running heat/cool cycle tests; verifying proper operation; registering all equipment online.

One 5 Ton 460V 3-Phase **Trane** brand 460V 3-Phase Heat Pump Rooftop Package Unit **Total Cost:** \$18,575.00
Warranty: 5-yrs Compressor, 1-yrs Parts, 2-yrs SKC Labor

Coil & Surface Protectant Treatment – **Total Cost Electrical:** \$ 650.00

ONE NEW 5 TON TRANE RTU PROJECT TOTAL: \$19,225.00

Thank you for considering us!!

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
Nineteen Thousand, Two Hundred, Twenty-five Dollars & no/100** dollars (\$ 19,225.00)

Payment as follows: Half Down, Balance due at completion per City of Big Spring remittance policies.

All material is guaranteed to be as specified if accepted within the time frame noted below. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. **Note:** Should equipment prices fluctuate more than 8% before down payment is received or financing is obtained the total of this proposal will increase accordingly upon immediate notification to responsible party above.

Authorized
Signature

Shane Clark

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if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and
conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature

Signature

Date of Acceptance



SKC A/C LLC

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skc.airheat@gmail.com www.skcair.com
TDLR Complaints 800-803-9202

1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO CITY OF BIG SPRING-Chad Tidwell		TODAY'S DATE January 26, 2024	DATE OF PLANS/PAGE #'S TBD
PHONE NUMBER (432) 816-9445	EMAIL ADDRESS ctidwell@mybigspring.com	JOB NAME One New 3-Ton HVAC System & Electrical	
ADDRESS, CITY, STATE, ZIP 310 Nolan St., Big Spring, TX 79720		JOB LOCATION 3607 11th Place Ext – Maintenance Bldg.	

TIPS-USA Contract Purchasing Vendor #211001

Purchase permit from the City of Big Spring to install one new 3 Ton 14 SEER 460V 3-Phase Heat Pump Rooftop Package Unit to include: Crane rental to set the package unit in the specified location; installing a 15kw heat kit; installing custom fabricated sheet metal supply and return duct runs from the unit through to the inside of the building and sealing per code; installing supply and return air grilles; connecting package unit to new disconnect boxes by installing a new 6"x3/4" electrical whip to unit; installing hail guard protection on unit; installing thermostat wire from package unit to a new digital heat pump thermostat w/ emergency backup heat setting; installing new 3/4" PVC condensate drainage lines complete with traps; running heat/cool cycle tests; verifying proper operation; registering all equipment online.

One 3 Ton 460V 3-Phase **ArcoAire** brand Heat Pump Rooftop Package Unit
Warranty: 5-yrs Compressor, 1-yrs Parts, 2-yrs SKC Labor

Total Cost: \$14,045.00

New electrical service – **Total Cost Electrical: \$ 2,100.00**

Coil & Surface Protectant Treatment – **Total Cost Electrical: \$ 650.00**

ONE NEW 3 TON RTU PROJECT TOTAL: \$16,795.00

Thank you for considering us!!

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
Sixteen Thousand, Seven Hundred, Ninety-five Dollars & no/100** dollars (\$ **16,795.00**)

Payment as follows: Half Down, Balance due at completion per City of Big Spring remittance policies.

All material is guaranteed to be as specified if accepted within the time frame noted below. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. **Note:** Should equipment prices fluctuate more than 8% before down payment is received or financing is obtained the total of this proposal will increase accordingly upon immediate notification to responsible party above.

Authorized
Signature

Shane Clark

Note: this proposal may be withdrawn by us
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ACCEPTANCE OF PROPOSAL The above prices, specifications and
conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature

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Date of Acceptance



SKC A/C LLC

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1 of 1

PROPOSAL

PROPOSAL SUBMITTED TO CITY OF BIG SPRING-Chad Tidwell		TODAY'S DATE January 26, 2024	DATE OF PLANS/PAGE #'S TBD
PHONE NUMBER (432) 816-9445	EMAIL ADDRESS ctidwell@mybigspring.com	JOB NAME Two Daikin 2 Ton HP Mini Split Systems	
ADDRESS, CITY, STATE, ZIP 310 Nolan St., Big Spring, TX 79720		JOB LOCATION 3607 11th Place Ext-(1) S02 Bldg & (1) CL2 Bldg	

TIPS-USA Contract Purchasing Vendor #211001

SKC A/C is pleased to submit this proposal for the labor and materials needed to install two, 2-Ton 19 SEER Daikin brand low ambient, heavy duty mini split heat pump systems. Each installation will include: Setting each condenser on a new condenser pad in the specified location outside each building respectively; mounting the inside air handlers in the designated locations; drilling 3" hole through to exterior of each building; installing copper line sets flaring as needed and adjusting to appropriate length; running and connecting new wiring from the wall mounts to the condensers; installing the condensate drain lines from wall mounts to the outside and testing each for positive flow; installing paintable line set covers; installing power surge protectors; pressuring for leaks; pulling tight vacuums; running heat/cool cycle tests; verifying proper operation throughout; registering equipment online.

Two 2 Ton 19 SEER Daikin Mini Split Systems
Warranty: 5-yrs Compressor, 1-yrs Parts, 2-yrs SKC Labor

Total Cost RTUs: \$11,495.00

New electrical service @ \$875/system – **Total Cost Electrical: \$ 1,750.00**

Coil & Surface Protectant Treatment @ \$450/system – **Total Cost Electrical: \$ 900.00**

TWO NEW 2 TON MINI SPLITS PROJECT TOTAL: \$14,145.00

Thank you for considering us!!

We propose hereby to furnish material and labor – complete in accordance with above specifications for the sum of:
Fourteen Thousand, One Hundred, Forty-five Dollars & no/100** dollars (\$ 14,145.00)

Payment as follows: Half Down, Balance due at completion per City of Big Spring remittance policies.

All material is guaranteed to be as specified if accepted within the time frame noted below. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction. **Note:** Should equipment prices fluctuate more than 8% before down payment is received or financing is obtained the total of this proposal will increase accordingly upon immediate notification to responsible party above.

Authorized
Signature

Shane Clark

Note: this proposal may be withdrawn by us
if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and
conditions are satisfactory and are hereby accepted. You are authorized
to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance _____



INTEGRITY
EXCELLENCE
TRUST

February 8, 2024

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

Re: 2024 Crack Seal
Letter of Recommendation for Award

Sent: Via Email

Dear Mr. Medina:

On February 6, 2024 the City of Big Spring received bids for the 2024 Crack Seal Project. Two bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The low total base bid was \$146,466.04 submitted by JR Compass, LLC located in El Paso, Texas. Jacob and Martin has evaluated the low bid for conformity with the advertisement for bids and checked the references of the apparent low bidder. Based on our evaluation of the bids, it is recommended that the contract be awarded to JR Compass for the total base bid amount of \$146,466.04. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.

JACOB | MARTIN



325.695.1070
817.594.9880



info@jacobmartin.com
www.jacobmartin.com



3465 Curry Lane
Abilene, TX 76906

1508 Santa Fe, Suite 203
Weatherford, TX 76086

TBPE Firm #: 2448

TBAE Firm #: BR 2261

TBPLS Firm #: 10024300 – Abilene

TBPLS Firm #: 10193992 - Weatherford

City of Big Spring
2024 Crack Seal
Bid Date: February 6, 2024
JM Project Number: 23527
Local



Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

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

				JR Compass, LLC	Four B Paving, Inc.		
				1401 Montana Ave., Suite B3	8050 Old Spring Branch Rd.		
				El Paso, TX 79902	Spring Branch, TX 78070		
<u>TOTAL BASE BID</u>					\$ 146,466.04		\$ 166,135.40

(*) - Extension Error

City of Big Spring
2024 Crack Seal
Bid Date: February 6, 2024
JM Project Number: 23527
Local



Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

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

				JR Compass, LLC		Four B Paving, Inc.	
				1401 Montana Ave., Suite B3		8050 Old Spring Branch Rd.	
				El Paso, TX 79902		Spring Branch, TX 78070	
Item #	Item Description	Quantity	Unit	Unit Price	Total	Unit Price	Total
1	Item 500 - Mobilization, Bonding and Insurance (Shall not exceed 10% of total Base Bid Amount)	1	LS	\$ 13,400.00	\$ 13,400.00	\$ 8,000.00	\$ 8,000.00
2	Item 502 - Traffic Control	1	LS	\$ 3,900.00	\$ 3,900.00	\$ 3,500.00	\$ 3,500.00
3	Item 712 - Cleaning and Sealing Crack	181,924	SY	\$ 0.71	\$ 129,166.04	\$ 0.85	\$ 154,635.40
TOTAL BASE BID (Items 1 - 3)					\$ 146,466.04		\$ 166,135.40

(*) - Extension Error

2023 \$ 0.59
2021 \$ 0.62

City of Big Spring

Purchasing and Material Control

Memorandum

To: Honorable Mayor, City Council, City Manager

From: Albert Belez, Purchasing Agent

Date: January 31, 2024

Subject: Request approval to purchase 1-Gooseneck Tilt Trailer

On Monday, January 29th, 2024, at the request of the City's Airpark Department, the City of Big Spring's Purchasing department sought out pricing and availability of 1(one)-Gooseneck Tilt Trailer. The Purchasing department received 3 formal quotes for the gooseneck trailer. The lowest quote was in the amount of \$14,182.50 from Texas Pride Trailer Sales.

Recommendation: At this time, city staff would respectfully request that the city council accept the quote from Texas Pride Trailer sales and proceed with the purchase of the gooseneck trailer. A bid tabulation has been formulated and is attached to this memo to assist in the decision-making process.

Note: It is also important to note that this item has an approved budget of \$15,000. That would be a cost savings of \$817.50. The quote from Texas Pride Trailers reflects a difference of \$4,020.95 from the highest submitted quote and \$3,816.50 lower than the second lowest submitted quote. Once ordered, the estimated time of delivery would be approximately 4 weeks.

Gooseneck Tilt Trailer (Airpark)

COMPANY NAME	TOTAL PRICE
TEXAS PRIDE TRAILERS	\$14,182.50
BIG SPRING TRAILER SALES	\$18,203.45
HAPPY TRAILERS	\$17,999.00



Pooled Cash Report

Big Spring, TX

For the Period Ending 12/31/2023

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
002-1003-000	CLAIM ON CASH	13,535,896.08	(1,227,474.81)	12,308,421.27
002-1030-000	CASH-LIVING TREE MEM. ESCROW	3,799.28	0.00	3,799.28
002-1032-000	CASH-MUN COURT PMT PLAN FEES	146.60	44.39	190.99
110-1003-000	CLAIM ON CASH	1,119,140.47	(124,593.27)	994,547.20
130-1003-000	CLAIM ON CASH	68,649.33	38,391.88	107,041.21
140-1003-000	CLAIM ON CASH	16,459.91	349.44	16,809.35
141-1003-000	CLAIM ON CASH	0.00	0.00	0.00
142-1003-000	CLAIM ON CASH	9,194.54	267.35	9,461.89
143-1003-000	CLAIM ON CASH	1,562.20	310.77	1,872.97
144-1003-000	CLAIM ON CASH	31.25	6.22	37.47
145-1003-000	CLAIM ON CASH	386.88	40.00	426.88
160-1003-000	CLAIM ON CASH	30,055.07	(292.39)	29,762.68
170-1003-000	CLAIM ON CASH	237,091.92	0.00	237,091.92
180-1003-000	CLAIM ON CASH	101,127.00	0.00	101,127.00
182-1003-000	CLAIM ON CASH	27,038.90	0.00	27,038.90
183-1003-000	CLAIM ON CASH	59,622.56	0.00	59,622.56
185-1003-000	CLAIM ON CASH	0.00	0.00	0.00
257-1003-000	CLAIM ON CASH	0.00	0.00	0.00
258-1003-000	CLAIM ON CASH	(22,840.49)	53,567.51	30,727.02
259-1003-000	CLAIM ON CASH	196,006.24	17,138.42	213,144.66
405-1003-000	CLAIM ON CASH	14,647,474.18	(225,867.10)	14,421,607.08
408-1003-000	CLAIM ON CASH	(118,240.91)	0.00	(118,240.91)
409-1003-000	CLAIM ON CASH	(865,502.03)	(128,225.41)	(993,727.44)
410-1003-000	CLAIM ON CASH	19,865,293.26	233,859.52	20,099,152.78
410-1050-000	CASH IN BANK-CUSTOMER DEPOSITS	52,892.88	0.00	52,892.88
430-1003-000	CLAIM ON CASH	(473,356.42)	(295,153.68)	(768,510.10)
440-1003-000	CLAIM ON CASH	(5,693,611.58)	163,540.56	(5,530,071.02)
440-1005-000	CASH-LANDFILL CLOSURE	1,331,532.58	0.00	1,331,532.58
445-1003-000	CLAIM ON CASH	958,326.85	(42,119.83)	916,207.02
480-1003-000	CLAIM ON CASH	69,464.14	0.00	69,464.14
482-1003-000	CLAIM ON CASH	176,063.37	2,538.00	178,601.37
483-1003-000	CLAIM ON CASH	109,771.42	0.00	109,771.42
505-1003-000	CLAIM ON CASH	(1,724.12)	(5,919.77)	(7,643.89)
615-1003-000	CLAIM ON CASH	0.00	0.00	0.00
625-1003-000	CLAIM ON CASH	(1,892.90)	(17,365.72)	(19,258.62)
635-1003-000	CLAIM ON CASH	38,958.55	0.00	38,958.55
655-1003-000	CLAIM ON CASH	(44,165.00)	(1,804.45)	(45,969.45)
720-1003-000	CLAIM ON CASH	(16,374.91)	663,574.38	647,199.47
TOTAL CLAIM ON CASH		<u>45,418,277.10</u>	<u>(895,187.99)</u>	<u>44,523,089.11</u>
CASH IN BANK				
Cash in Bank				
999-1002-000	POOLED CHECKING	6,627,537.30	(1,586,875.03)	5,040,662.27
999-1060-000	CASH IN BANK PAYROLL	14,503.09	691,687.04	706,190.13
999-1080-000	INVESTMENTS	28,597,116.69	0.00	28,597,116.69
999-1081-000	TEXPOOL INVESTMENT	3,235,995.77	0.00	3,235,995.77
999-1084-000	MONEY MARKET INVESTMENT	6,943,124.25	0.00	6,943,124.25
999-1085-000	BONDS	0.00	0.00	0.00
999-1086-000	BROKERAGE CD'S	0.00	0.00	0.00
999-2900-000	BROKERAGE CD INTEREST SUSPENSE	0.00	0.00	0.00
TOTAL: Cash in Bank		<u>45,418,277.10</u>	<u>(895,187.99)</u>	<u>44,523,089.11</u>

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
TOTAL CASH IN BANK		45,418,277.10	(895,187.99)	44,523,089.11	
DUE TO OTHER FUNDS					
999-2151-000	DUE TO OTHER FUNDS	45,418,277.10	(895,187.99)	44,523,089.11	
TOTAL DUE TO OTHER FUNDS		45,418,277.10	(895,187.99)	44,523,089.11	
Claim on Cash	44,523,089.11	Claim on Cash	44,523,089.11	Cash in Bank	44,523,089.11
Cash in Bank	44,523,089.11	Due To Other Funds	44,523,089.11	Due To Other Funds	44,523,089.11
Difference	0.00	Difference	0.00	Difference	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
002-2000-000	A/P PENDING	809,230.41	(806,436.86)	2,793.55
110-2000-000	A/P PENDING	33,902.99	(25,673.61)	8,229.38
130-2000-000	A/P PENDING	0.00	0.00	0.00
140-2000-000	A/P PENDING	0.00	0.00	0.00
141-2000-000	A/P PENDING	0.00	0.00	0.00
142-2000-000	A/P PENDING	0.00	0.00	0.00
143-2000-000	A/P PENDING	0.00	0.00	0.00
144-2000-000	A/P PENDING	0.00	0.00	0.00
145-2000-000	A/P PENDING	0.00	0.00	0.00
160-2000-000	A/P PENDING	152.58	(152.58)	0.00
170-2000-000	A/P PENDING	0.00	0.00	0.00
182-2000-000	A/P PENDING	0.00	0.00	0.00
185-2000-000	A/P PENDING	0.00	0.00	0.00
257-2000-000	A/P PENDING	0.00	0.00	0.00
258-2000-000	A/P PENDING	0.00	0.00	0.00
259-2000-000	A/P PENDING	0.00	0.00	0.00
405-2000-000	A/P PENDING	238,598.27	(238,597.72)	0.55
409-2000-000	A/P PENDING	0.00	0.00	0.00
410-2000-000	A/P PENDING	78,658.78	(78,647.99)	10.79
430-2000-000	A/P PENDING	117,236.42	(112,028.42)	5,208.00
440-2000-000	A/P PENDING	52,373.38	(52,373.38)	0.00
445-2000-000	A/P PENDING	124,003.40	(124,003.40)	0.00
478-2000-000	A/P PENDING	0.00	0.00	0.00
480-2000-000	A/P PENDING	0.00	0.00	0.00
482-2000-000	A/P PENDING	0.00	0.00	0.00
483-2000-000	A/P PENDING	0.00	0.00	0.00
505-2000-000	A/P PENDING	1,537.58	(1,537.58)	0.00
615-2000-000	A/P PENDING	0.00	0.00	0.00
625-2000-000	A/P PENDING	5,651.78	(5,651.78)	0.00
635-2000-000	A/P PENDING	0.00	0.00	0.00
720-2000-000	A/P PENDING	11,499.51	(11,499.51)	0.00
TOTAL ACCOUNTS PAYABLE PENDING		<u>1,472,845.10</u>	<u>(1,456,602.83)</u>	<u>16,242.27</u>
DUE FROM OTHER FUNDS				
999-1230-002	DUE FROM 002	(809,230.41)	806,436.86	(2,793.55)
999-1230-110	DUE FROM 110	(33,902.99)	25,673.61	(8,229.38)
999-1230-130	DUE FROM 130	0.00	0.00	0.00
999-1230-140	DUE FROM 140	0.00	0.00	0.00
999-1230-141	DUE FROM 141	0.00	0.00	0.00
999-1230-142	DUE FROM 142	0.00	0.00	0.00
999-1230-143	DUE FROM 143	0.00	0.00	0.00
999-1230-144	DUE FROM 144	0.00	0.00	0.00
999-1230-145	DUE FROM 145	0.00	0.00	0.00
999-1230-160	DUE FROM 160	(152.58)	152.58	0.00
999-1230-170	DUE FROM 170	0.00	0.00	0.00
999-1230-182	DUE FROM 182	0.00	0.00	0.00
999-1230-185	DUE FROM 185	0.00	0.00	0.00
999-1230-257	DUE FROM 257	0.00	0.00	0.00
999-1230-258	DUE FROM 258	0.00	0.00	0.00
999-1230-259	DUE FROM 259	0.00	0.00	0.00
999-1230-405	DUE FROM 405	(238,598.27)	238,597.72	(0.55)
999-1230-409	DUE FROM 409	0.00	0.00	0.00
999-1230-410	DUE FROM 410	(78,658.78)	78,647.99	(10.79)
999-1230-430	DUE FROM 430	(117,236.42)	112,028.42	(5,208.00)
999-1230-440	DUE FROM 440	(52,373.38)	52,373.38	0.00
999-1230-445	DUE FROM 445	(124,003.40)	124,003.40	0.00
999-1230-478	DUE FROM 448	0.00	0.00	0.00
999-1230-480	DUE FROM 480	0.00	0.00	0.00
999-1230-482	DUE FROM 482	0.00	0.00	0.00
999-1230-483	DUE FROM 483	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
999-1230-505	DUE FROM 505	(1,537.58)	1,537.58	0.00	
999-1230-615	DUE FROM 615	0.00	0.00	0.00	
999-1230-625	DUE FROM 625	(5,651.78)	5,651.78	0.00	
999-1230-635	DUE FROM 635	0.00	0.00	0.00	
999-1230-720	DUE FROM 720	(11,499.51)	11,499.51	0.00	
TOTAL DUE FROM OTHER FUNDS		<u>(1,472,845.10)</u>	<u>1,456,602.83</u>	<u>(16,242.27)</u>	
ACCOUNTS PAYABLE					
999-2001-000	VOUCHERS PAYABLE	<u>1,472,845.10</u>	<u>(1,456,602.83)</u>	<u>16,242.27</u>	
TOTAL ACCOUNTS PAYABLE		<u>1,472,845.10</u>	<u>(1,456,602.83)</u>	<u>16,242.27</u>	
AP Pending	16,242.27	AP Pending	16,242.27	Due From Other Funds	16,242.27
Due From Other Funds	<u>16,242.27</u>	Accounts Payable	<u>16,242.27</u>	Accounts Payable	<u>16,242.27</u>
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2023
1ST QTR - 25%

GENERAL FUND

REVENUES	Original Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
40-FEES	17,695,300		17,695,300	3,296,361	14,398,939	18.63%
41-LICENSES & PERMITS	495,650		495,650	63,012	432,638	12.71%
42-GRANTS & OTHER AGENCIE	8,850		8,850	1,500	7,350	16.95%
44-FINES & FEES	281,680		281,680	44,842	236,838	15.92%
45-RECREATION	992,350		992,350	170,343	822,007	17.17%
46-INTEREST INCOME	100,000		100,000	1,173	98,827	1.17%
47-PROPERTY	2,548,750		2,548,750	911,817	1,636,933	35.78%
49-MISCELLANEOUS	2,568,507		2,568,507	401,311	2,167,196	15.62%
TOTAL REVENUES	24,691,087	-	24,691,087	4,890,359	19,800,728	19.81%
EXPENDITURES	Original Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
000-NON-DEPARTMENTAL	951,636		951,636	442,674	508,962	46.52%
110-CITY COUNCIL	178,531		178,531	65,208	113,323	36.52%
130-CITY MANAGER	293,702		293,702	100,728	192,974	34.30%
150-LEGAL	487,364		487,364	87,800	399,564	18.02%
170-SPECIAL PROJECTS	455,000		455,000	94,241	360,759	20.71%
180-ECONOMIC DEVELOPMENT	265,254		265,254	73,076	192,178	27.55%
190-PLANNING	20,435		20,435	983	19,452	4.81%
120-FINANCE DEPARTMENT	760,856		760,856	204,506	556,350	26.88%
140-INFORMATION TECHNOLOG	360,155		360,155	167,230	192,925	46.43%
160-HUMAN RESOURCES	529,468		529,468	158,804	370,664	29.99%
200-POLICE	6,302,864		6,302,864	1,610,277	4,692,587	25.55%
201-NARCOTICS TASK FORCE	456,907		456,907	105,327	351,580	23.05%
240-ANIMAL CONTROL	453,452		453,452	69,138	384,314	15.25%
210-FIRE	5,291,579		5,291,579	1,391,503	3,900,076	26.30%
230-FIRE MARSHAL	166,943		166,943	54,244	112,699	32.49%
220-MUNICIPAL COURT	352,876		352,876	121,356	231,520	34.39%
300-CODE ENFORCEMENT/INSP	741,525		741,525	241,269	500,256	32.54%
310-GENERAL MAINTENANCE	125,593		125,593	20,537	105,056	16.35%
320-STREETS	3,779,577		3,779,577	443,049	3,336,528	11.72%
370-PARKS	736,084		736,084	132,009	604,075	17.93%
375-SPORTS COMPLEX	475,450		475,450	95,471	379,979	20.08%
380-AQUATIC CENTER	597,858		597,858	154,906	442,952	25.91%
390-GOLF COURSE	807,712		807,712	229,195	578,517	28.38%
410-LAKE	40,765		40,765	5,373	35,392	13.18%
420-CITY HALL	290,200		290,200	25,078	265,122	8.64%
000-NON-DEPARTMENTAL - DEBT SERVICE	227,314		227,314	55,705	171,609	24.51%
000-NON-DEPARTMENTAL - TRANSFERS	1,270,757		1,270,757	-	1,270,757	0.00%
TOTAL BUDGETED EXPENSES	26,419,857	-	26,419,857	6,149,687	20,270,170	23.28%
NET INCREASE (DECREASE)	(1,728,770)	-	(1,728,770)	(1,259,328)	(469,442)	

Overview - Revenues

Sales tax collections had an average 6.48% increase through January 2024, compared to the same periods last year. November City Sales tax collections totaled \$865,446. This represents an increase of 4.47%, or \$36,997, compared to last year. The Inflation adjusted net collections is up 2.93%.

December City Sales taxes collections were flat totaling \$773,289. This represents an increase of 0.27%, or \$2,068, compared to last year. The Inflation adjusted net collections is down -.7%. January City Sales taxes collections were up totaling \$873,921.

This represents an increase of 13.98%, or \$113,865, compared to last year. The Inflation adjusted net collections is up 13.8%.

The inflation rate (Bureau of Labor Statistics) is averaging 1.19% Through January, other months are as follows:

- The inflation rate for November is 1.54%.
- The inflation rate for December is 1.02%.

Sales tax collections exceeded budget projections by \$262,706. We have conservatively budgeted \$9M for sales tax revenue, as much of the sales tax increase is oil related activity and the outlook for West Texas Intermediate is flat for the next two or three years.

Approximately 21.12% of the property taxes have been collected as of 12/31/23. We generally see the majority of property taxes collected by the 2nd quarter of the year, so the revenue seems low, but is actually on trend.

Oil royalties are up \$116,493 over the same period last year. WTI is down \$7.19/bbl since December 2022, so our budget was very conservative. the US Energy Information Administration is projecting relatively flat crude oil prices in 2024 and 2025¹. Royalties should remain constant, assuming production does not decline. ¹(<https://www.eia.gov/todayinenergy/detail.php?id=61222>).

Interest is under-reported at this time. We have not been able to post interest revenue. due to the migration and audit. It will be updated by next

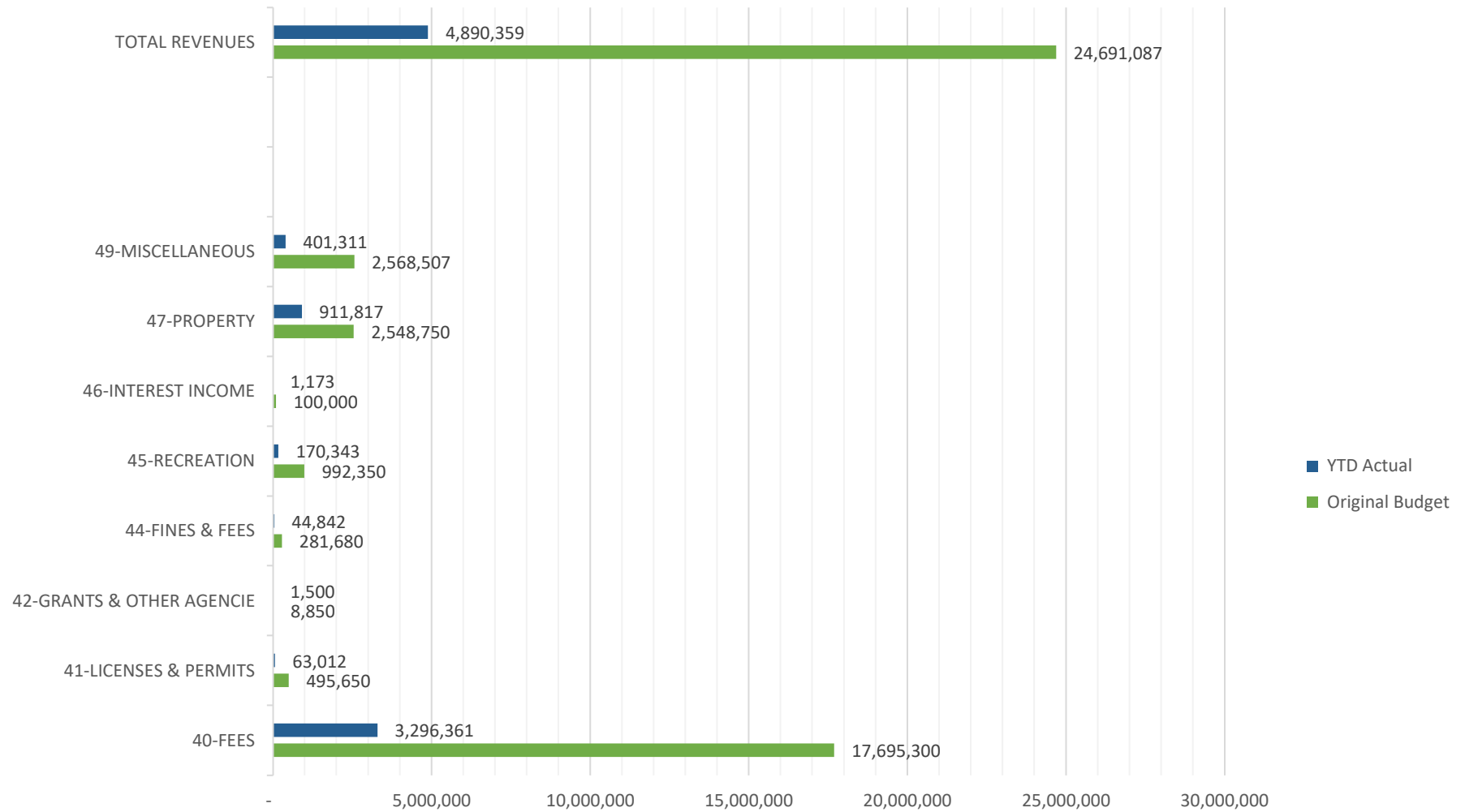
Overview - Expenditures

Budgeted expenditures should be around 25%, however, insurance premiums and some of the I.T. contracts have been paid for the year, so some of the smaller departments may exceed 25%, (i.e. City Council and HR). Their budgets are skewed because of this, but will average out in the next few months.

Due to the donation by the Dora Roberts Rehab Foundation, the new ADA Inclusive playground is in the planning stages. We have interviewed 2 different companies (both are Co-op/Buy Board Members). We have already received 2 plans from Company A and are waiting on plans from Company B. This is going to be a wonderful addition to the Comanche Trail Park.

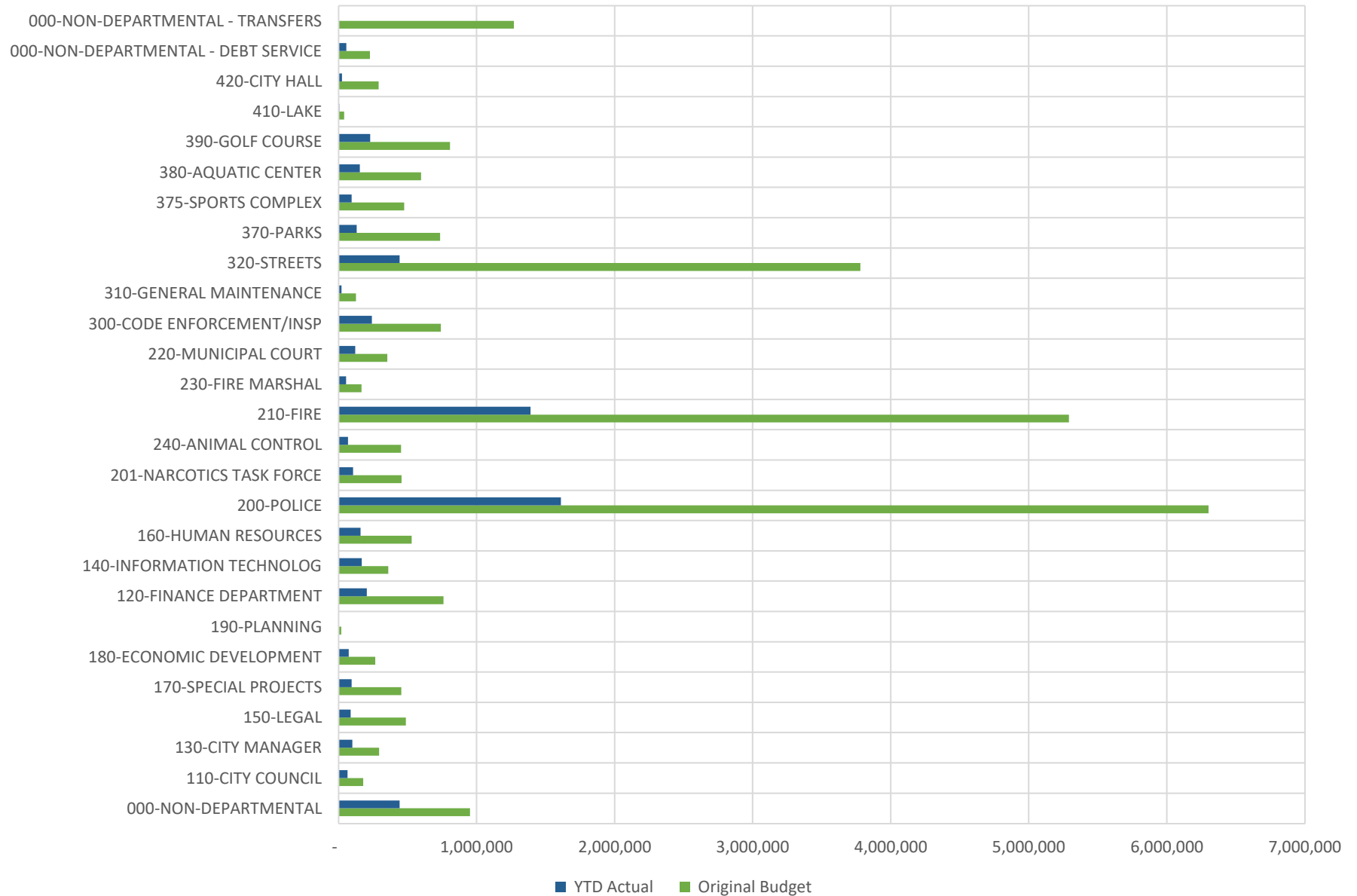
Footnotes:

General Fund-Revenues



	40-FEES	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCIE	44-FINES & FEES	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS			TOTAL REVENUES
■ YTD Actual	3,296,361	63,012	1,500	44,842	170,343	1,173	911,817	401,311			4,890,359
■ Original Budget	17,695,300	495,650	8,850	281,680	992,350	100,000	2,548,750	2,568,507			24,691,087

General Fund-Expenditures



CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2023
1ST QTR - 25%
HOTEL/MOTEL

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUE						
40-FEES	1,350,400		1,350,400	169,916	1,180,484	12.58%
45-RECREATION	2,200		2,200	-	2,200	0.00%
46-INTEREST INCOME	15,000		15,000	-	15,000	0.00%
47-PROPERTY	41,200		41,200	150	41,050	0.36%
49-MISCELLANEOUS	-		-	-	-	0.00%
TOTAL REVENUES	1,408,800	-	1,408,800	170,066	1,238,734	12.07%
EXPENDITURES						
000-NON-DEPARTMENTAL	140,880		140,880	52,000	88,880	36.91%
510-DORA ROBERTS COMMUN.	-		-	1,058	(1,058)	0.00%
520-POTTON HOUSE	48,410		48,410	30,312	18,098	62.62%
530-AUDITORIUM	729,600		729,600	266,968	462,632	36.59%
540-SPECIAL PROJECTS	26,100		26,100	541	25,559	2.07%
560-CVB	735,538		735,538	283,145	452,393	38.49%
570-HISTORIC SPRING	52,500		52,500	4,105	48,395	7.82%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
TOTAL BUDGETED EXPENSES	1,733,028	-	1,733,028	638,129	1,094,899	36.82%
NET INCREASE (DECREASE)	(324,228)	-	(324,228)	(468,063)	143,835	

Overview - Revenues

The Hotel Occupancy Tax (HOT) for the 1st quarter is trending the same as last year and is right on target to meet budget.

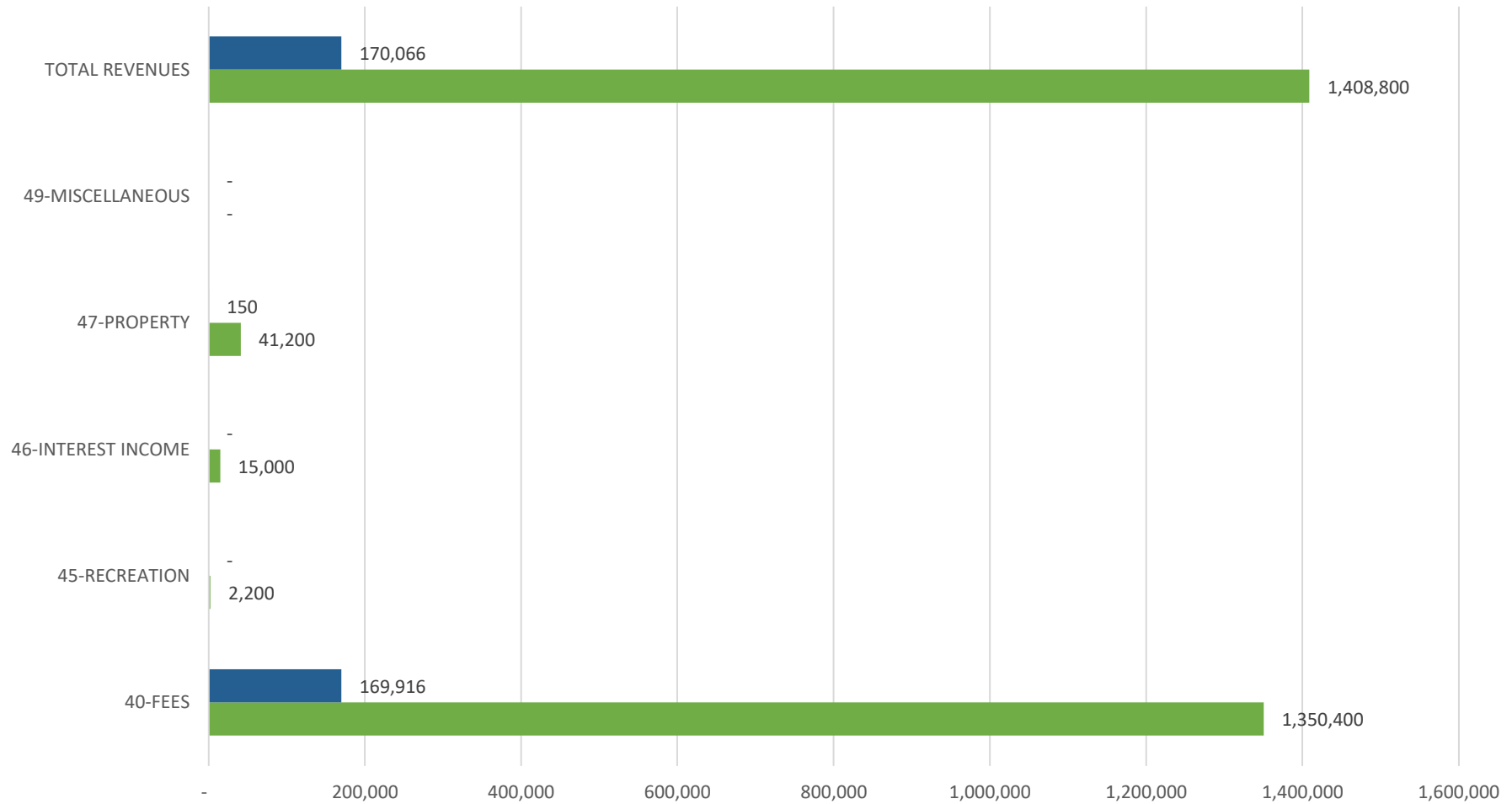
Overview - Expenditures

The demolition of the DRCC will begin shortly. The asbestos abatement bid has been awarded, and the bid for the demolition will be published within a week or two.

The Potten House is receiving some much needed repair, some of it has been done in-house, and some by contractors. Repairs include the entire exterior of the building (painting, repairing facia and siding, etc), the landscape and hardscape.

Footnotes

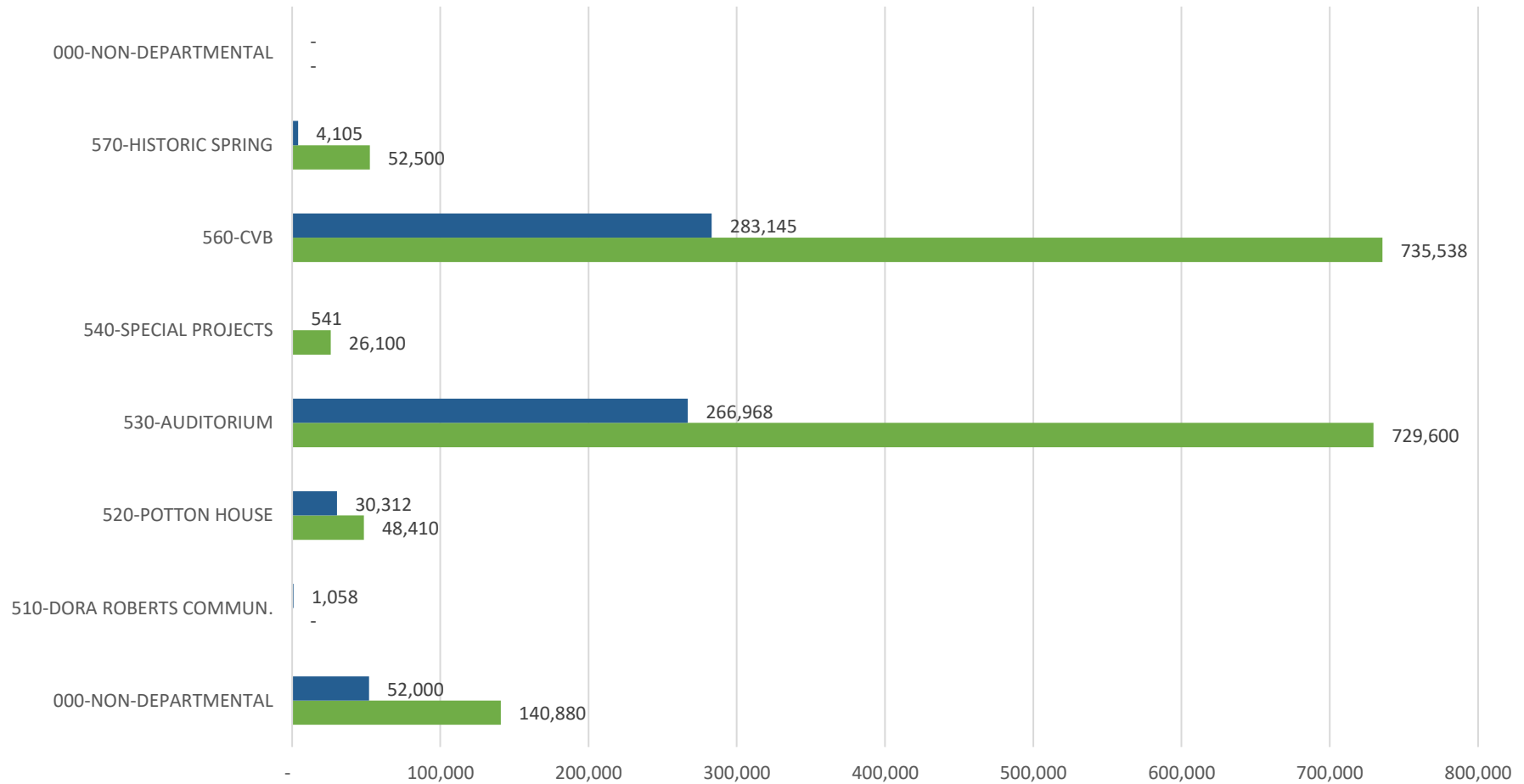
Hotel/Motel Fund-Revenues



	40-FEES	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	169,916	-	-	150	-	170,066
■ Revised Budget	1,350,400	2,200	15,000	41,200	-	1,408,800

■ YTD Actual ■ Revised Budget

Hotel/Motel-Expenditures



	000-NON-DEPARTMENTAL	510-DORA ROBERTS COMMUN.	520-POTTON HOUSE	530-AUDITORIUM	540-SPECIAL PROJECTS	560-CVB	570-HISTORIC SPRING	000-NON-DEPARTMENTAL
■ YTD Actual	52,000	1,058	30,312	266,968	541	283,145	4,105	-
■ Revised Budget	140,880	-	48,410	729,600	26,100	735,538	52,500	-

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2023
1ST QTR - 25%
UTILITY FUND

	Revised Budget	Budget Amendment	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
43-GENERAL SALES/OTHER SE	13,187,500		13,187,500	2,701,794	10,485,706	20.49%
46-INTEREST INCOME	150,000		150,000	-	150,000	0.00%
49-MISCELLANEOUS	19,700		19,700	3,757	15,943	19.07%
TOTAL REVENUES	13,357,200	-	13,357,200	2,705,551	10,651,649	20.26%
EXPENDITURES						
735-WATER OFFICE-CUSTOMER	840,900	7,500 ¹	848,400	192,527	655,873	22.69%
000-NON-DEPARTMENTAL	5,079,534		5,079,534	639,657	4,439,877	12.59%
705-WATER TREATMENT	3,613,729		3,613,729	392,958	3,220,771	10.87%
710-DISTRIBUTION & COLLEC	3,976,405		3,976,405	680,425	3,295,980	17.11%
740-WASTEWATER TREATMENT	2,376,022		2,376,022	293,946	2,082,076	12.37%
745-MATERIAL CONTROL	223,298		223,298	54,924	168,374	24.60%
780-CITY HALL ANNEX	30,800		30,800	4,831	25,969	15.69%
000-NON-DEPARTMENTAL - DEBT SERVICE	60,950		60,950	125	60,825	0.21%
000-NON-DEPARTMENTAL - TRANSFERS	145,828		145,828	7,721	138,107	5.29%
TOTAL BUDGETED EXPENSES	16,347,466	7,500	16,354,966	2,267,114	14,087,852	13.86%
NET INCREASE (DECREASE)	(2,990,266)	(7,500)	(2,997,766)	438,437	(3,436,203)	

Overview - Revenues

Water sales are generally slow this time of year, we generally see an increase in the spring/summer months. We are trending \$54k above the same period last year, which is attributable to our price increase rather than increased sales.

Overview - Expenditures

Expenditures are tracking at or below expected budget percentage. Some departments have projects ramping up, so expect to see an increase in expenditures during the next quarter.

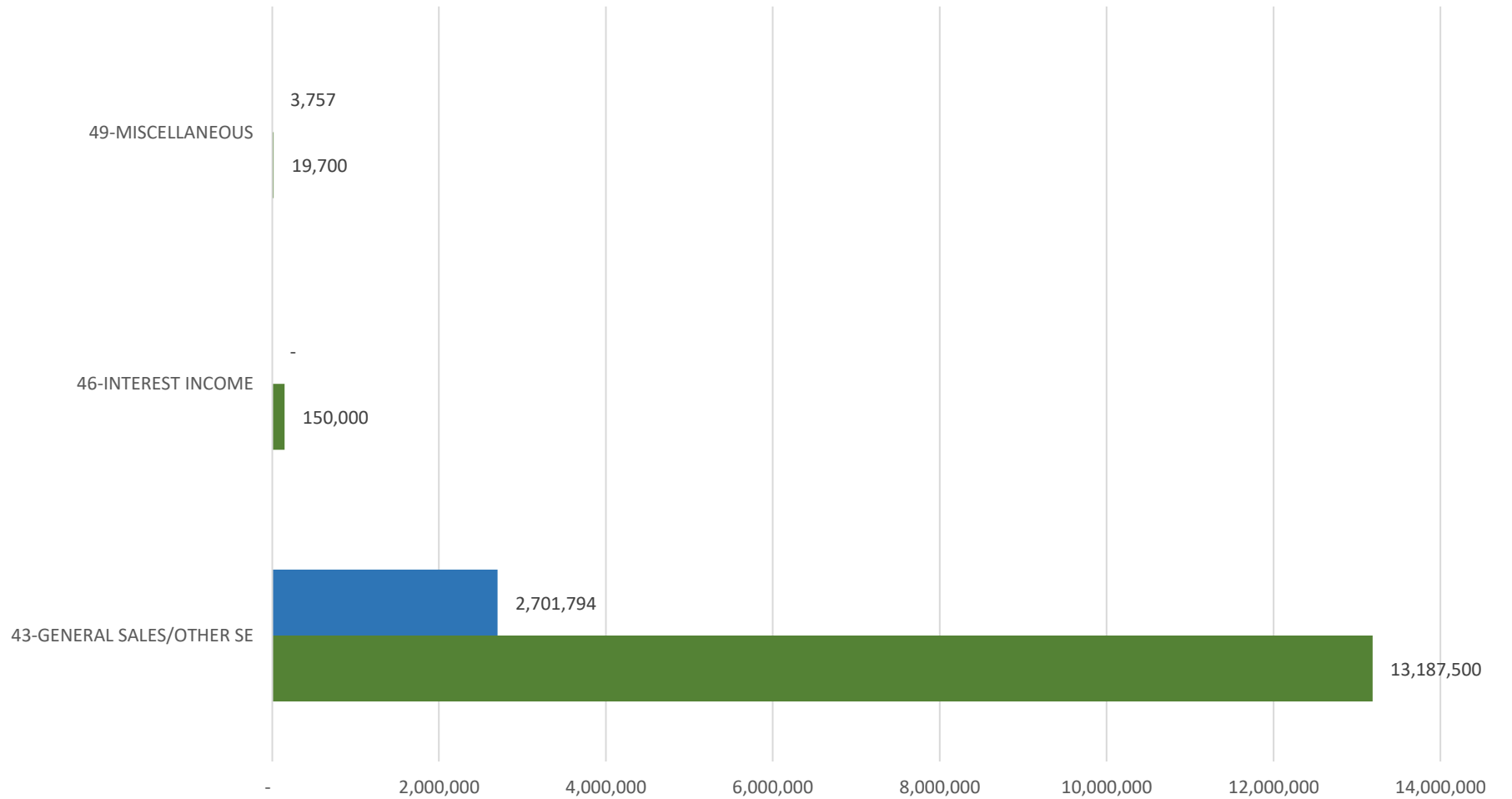
The EDA grant for the reliever route - we are ready to publish the bids and get started on the project; we are just waiting for the agreement with the property owners to be finalized.

CDBG - Runnels grant - the bid has been awarded and the project will be starting soon.

Footnotes:

¹ Install an ADA compliant door at the new Water Office

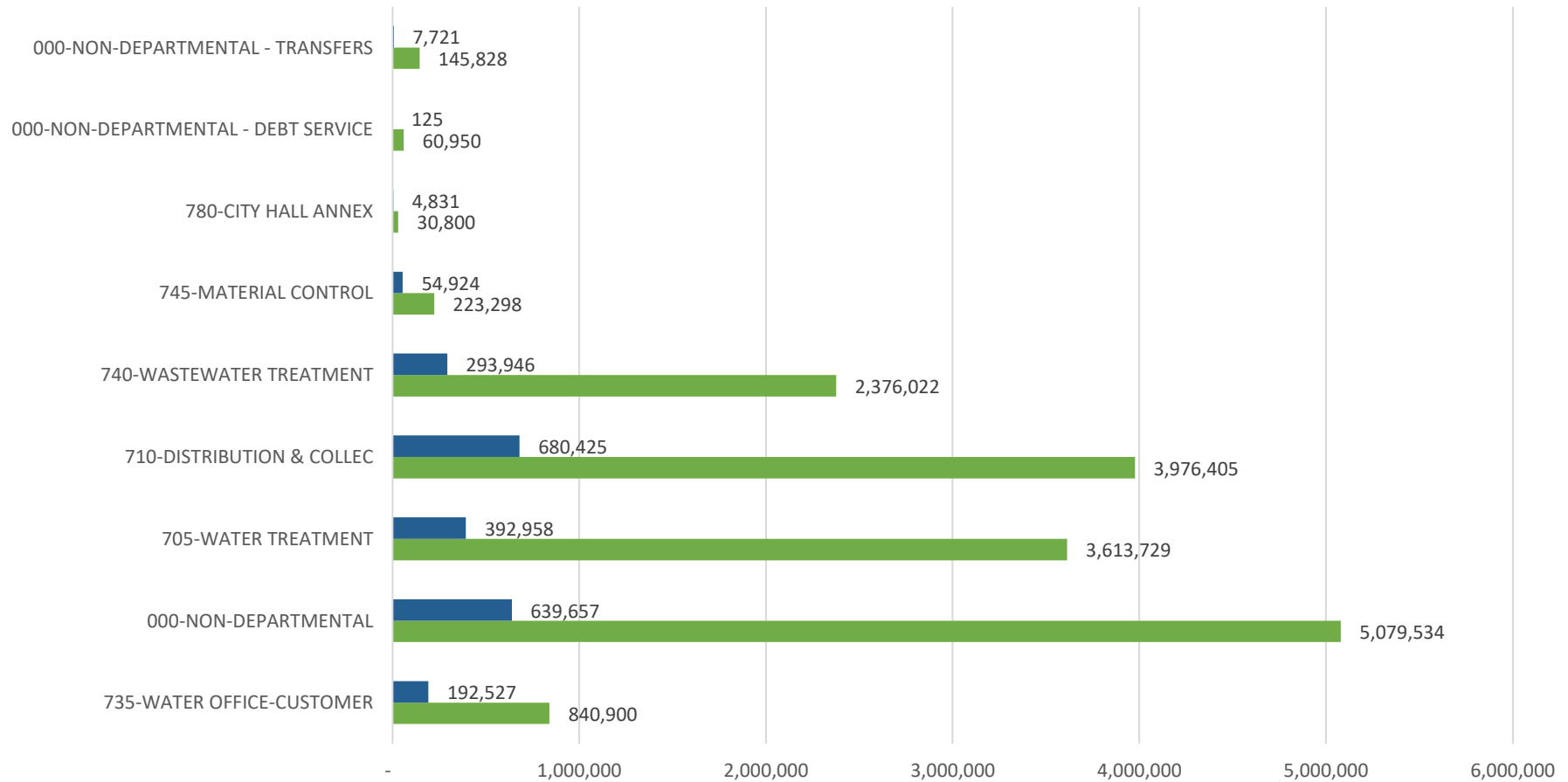
Utilities-Revenue



	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	49-MISCELLANEOUS
■ YTD Actual	2,701,794	-	3,757
■ Revised Budget	13,187,500	150,000	19,700

■ YTD Actual ■ Revised Budget

Utilities-Expenditures



	735-WATER OFFICE- CUSTOMER	000-NON- DEPARTMENTAL	705-WATER TREATMENT	710- DISTRIBUTION & COLLEC	740- WASTEWATER TREATMENT	745-MATERIAL CONTROL	780-CITY HALL ANNEX	000-NON- DEPARTMENTAL - DEBT SERVICE	000-NON- DEPARTMENTAL - TRANSFERS
■ YTD Actual	192,527	639,657	392,958	680,425	293,946	54,924	4,831	125	7,721
■ Revised Budget	840,900	5,079,534	3,613,729	3,976,405	2,376,022	223,298	30,800	60,950	145,828

■ YTD Actual ■ Revised
Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2023
1ST QTR - 25%
AIRPARK FUND

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
45-RECREATION	-		-	-	-	0.00%
46-INTEREST INCOME	200,000		200,000	7,539	192,461	3.77%
47-PROPERTY	4,271,900		4,271,900	1,041,743	3,230,157	24.39%
49-MISCELLANEOUS	-		-		-	0.00%
TOTAL REVENUES	4,471,900	-	4,471,900	1,049,282	3,422,618	23.46%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
000-NON-DEPARTMENTAL	-		-		-	
610-AIRPARK	6,069,838		6,069,838	560,400	5,509,438	9.23%
000-NON-DEPARTMENTAL - DEBT SERVICE	64,183		64,183	92	64,091	0.14%
000-NON-DEPARTMENTAL - TRANSFER	4,041		4,041	-		0.00%
TOTAL BUDGETED EXPENSES	6,138,062	-	6,138,062	560,492	5,577,570	9.13%

NET INCREASE (DECREASE)	(1,666,162)	-	(1,666,162)	488,790	(2,154,952)	
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Overview - Revenues

Oil Royalties at the Airpark have declined about 70% over this time last year. The 1st Quarter of FY 22-23 brought in \$2M compared to the 1st Qtr 23-24 of \$600K. This is very typical of royalty income as production follows a natural decline.

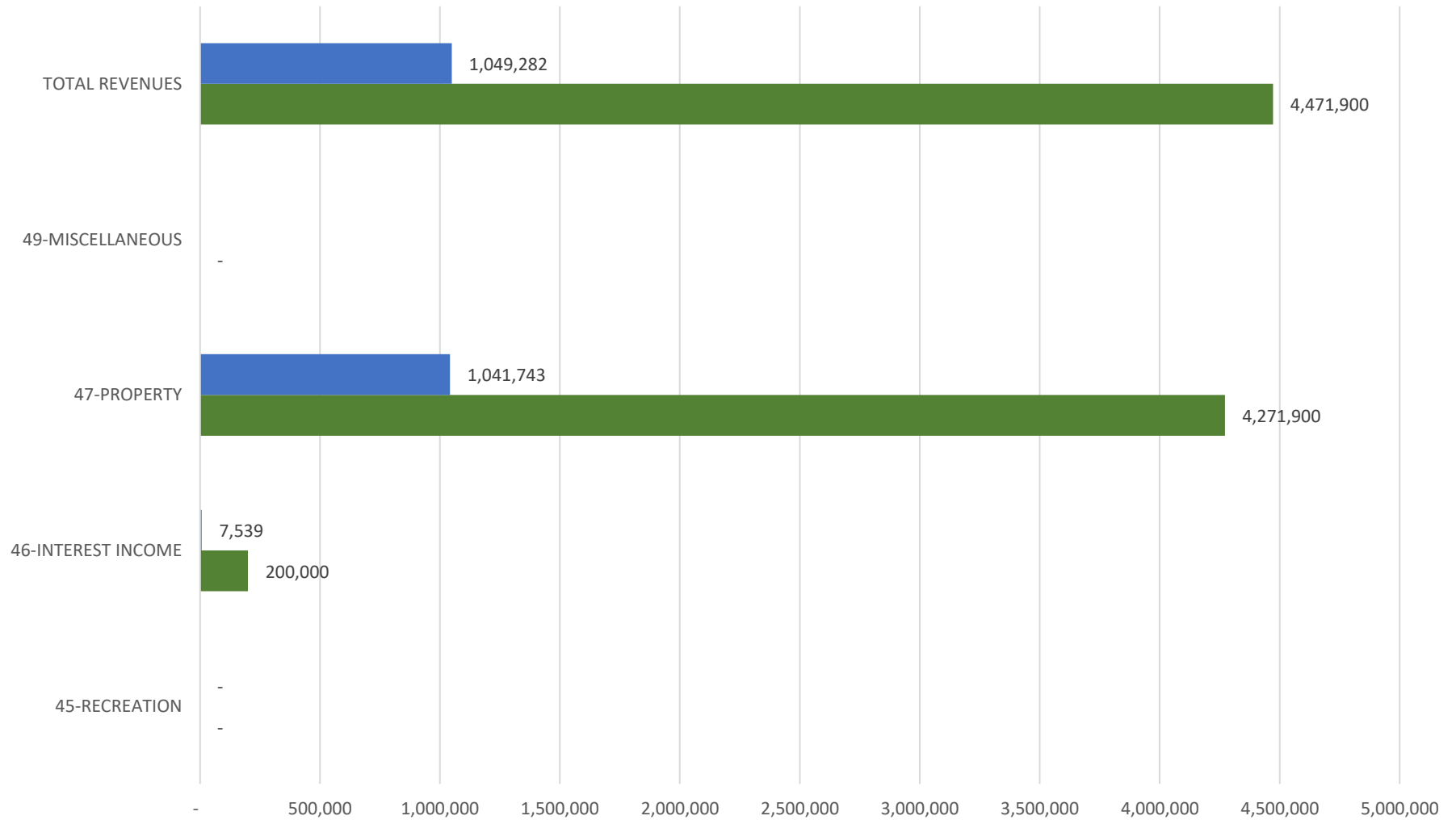
In December the Airpark staff began operating the FBO which will add fuel sales to the revenue stream.

Overview - Expenses

Staff has been learning the regulations regarding FBO operations. Equipment will be arriving soon, and the FBO should be fully operational as soon as it can be put online.

There is a lot going on at the Airpark; The Airpark Master Plan is well underway. Grants for the 1) re-striping of the runways 2) runway lighting and 3) re-surfacing the runways are all in progress. The EDA grant to close in the reliever route and erect a water tower are also in progress.

Airpark-Revenue

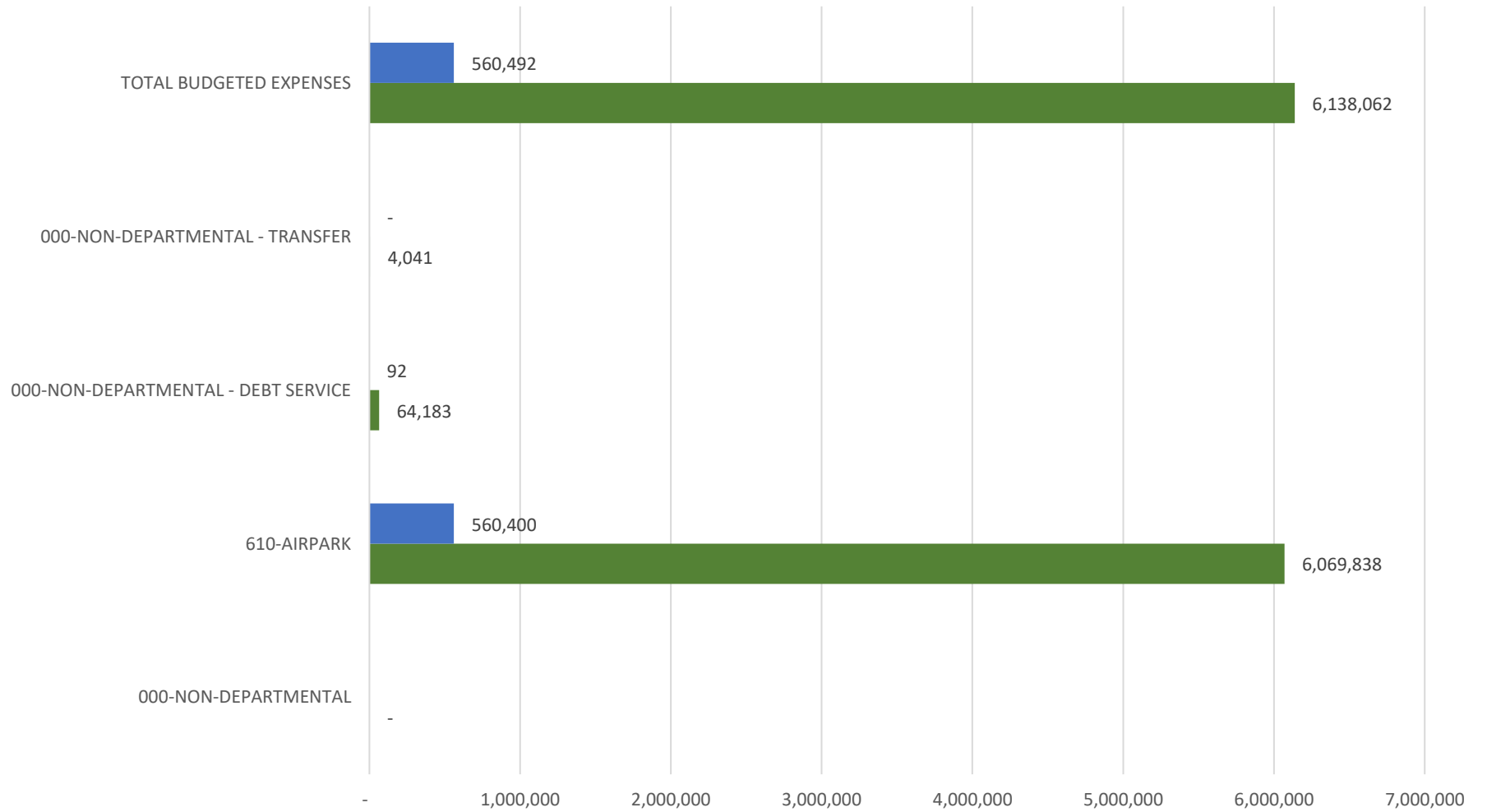


	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	-	7,539	1,041,743		1,049,282
■ Amended Budget	-	200,000	4,271,900	-	4,471,900

■ YTD Actual

■ Amended Budget

Airpark-Expenditures



	000-NON-DEPARTMENTAL	610-AIRPARK	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFER	TOTAL BUDGETED EXPENSES
■ YTD Actual		560,400	92	-	560,492
■ Amended Budget	-	6,069,838	64,183	4,041	6,138,062

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2023
1ST QTR - 25%
EMS

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
42-GRANTS & OTHER AGENCIES	450,000		450,000	136,500	313,500	30.33%
46-INTEREST INCOME	-		-	-	-	0.00%
47-PROPERTY	2,700,150		2,700,150	300	2,699,850	0.01%
48- TRANSFER FROM OTHER FUNDS	1,060,000		1,060,000	-	1,060,000	0.00%
49-MISCELLANEOUS	-		-	17,752	(17,752)	0.00%
TOTAL REVENUES	4,210,150	-	4,210,150	154,552	4,055,598	3.67%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
430-EMS	4,271,461		4,271,461	746,865	3,524,596	17.49%
000-NON-DEPARTMENTAL - DEBT SERVICE	23,737		23,737	98	23,639	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	8,706		8,706	-	8,706	0.00%
TOTAL BUDGETED EXPENSES	4,303,904	-	4,303,904	746,963	3,556,941	17.36%
NET INCREASE (DECREASE)	(93,754)	-	(93,754)	(592,411)	498,657	

Overview - Revenues

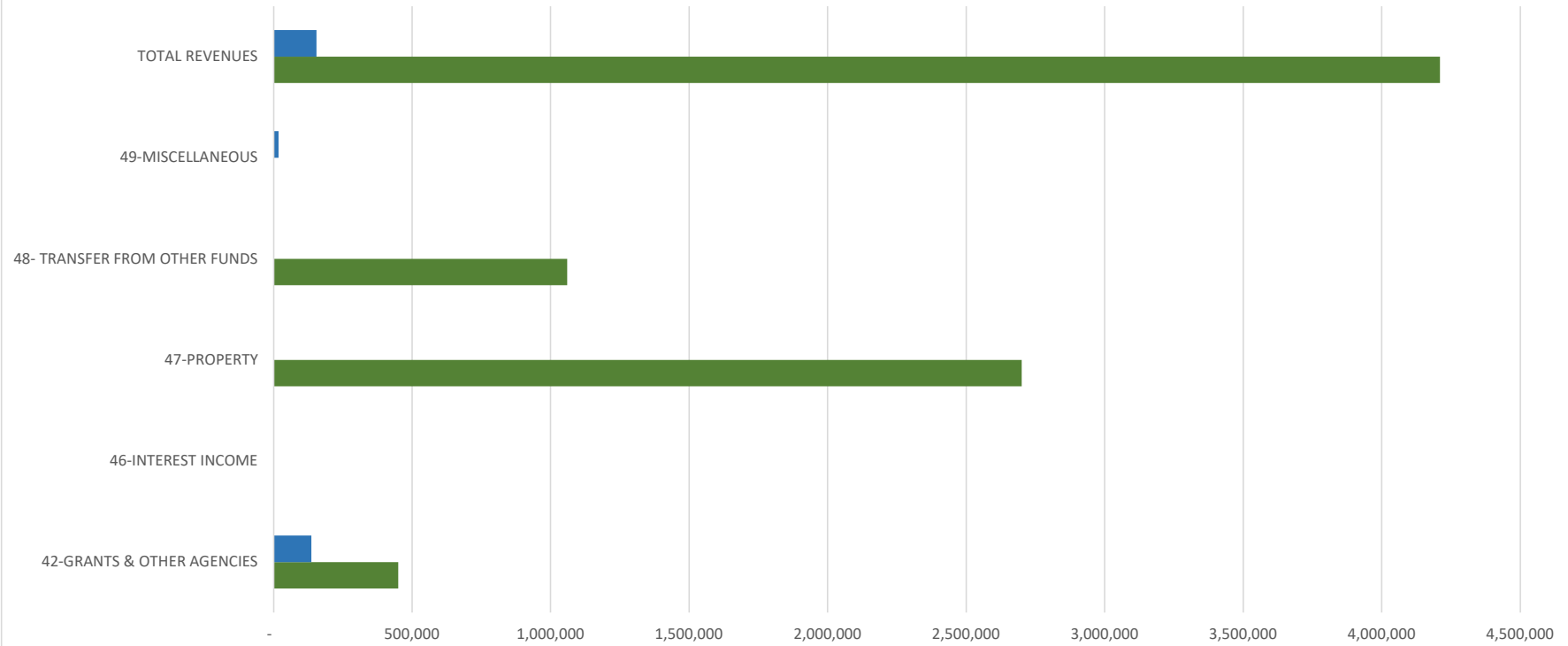
Revenue 42-Grants & Other Agencies is the subsidy that we receive from the County. 48-Transfers from other Funds is the subsidy from the General Fund.

Revenue is reported monthly and due to migration and audit, these entries have not been posted.

Overview - Expenses

Expenses are below budget, bad debt is adjusted monthly, it won't be until the end of the year that the bad debt will be completely reconciled.

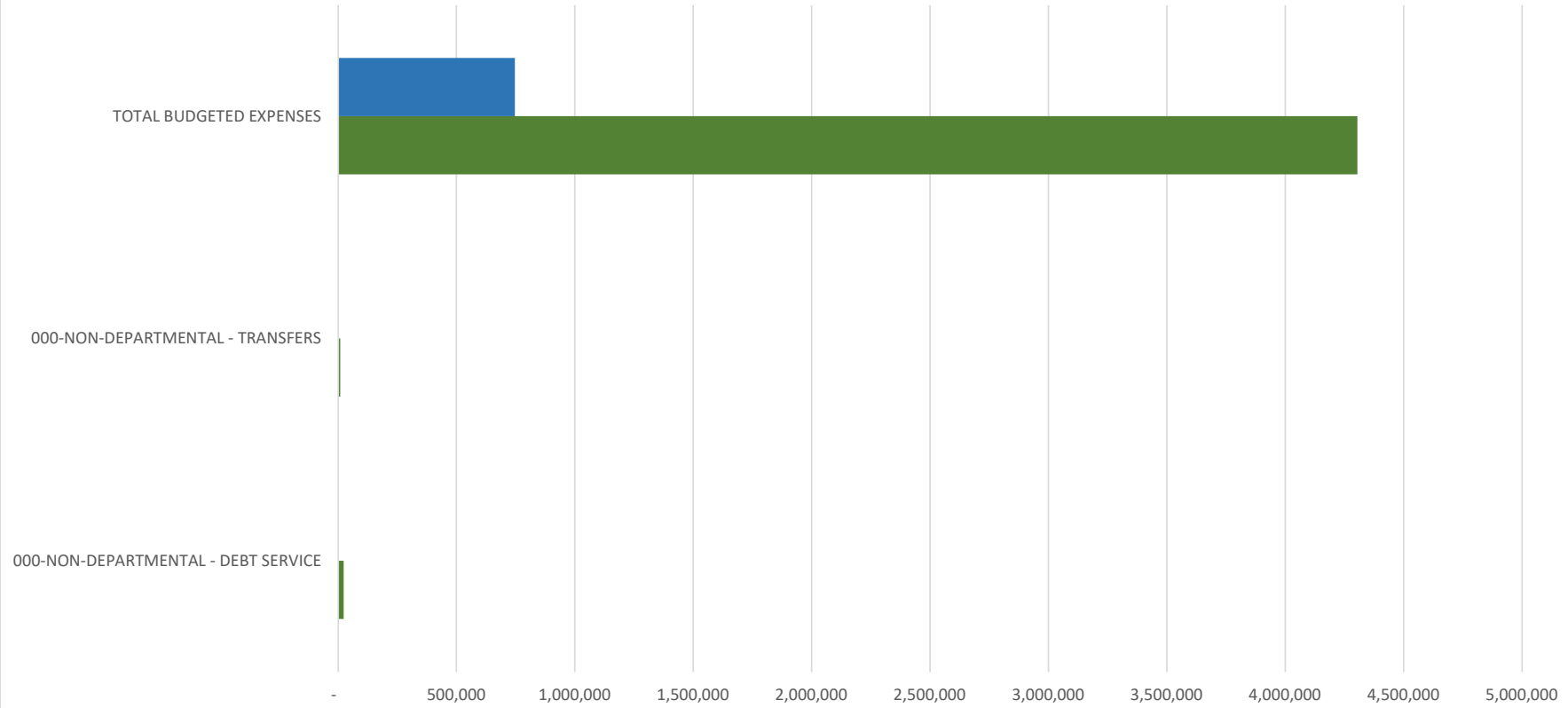
EMS-Revenue



	42-GRANTS & OTHER AGENCIES	46-INTEREST INCOME	47-PROPERTY	48- TRANSFER FROM OTHER FUNDS	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	136,500	-	300	-	17,752	154,552
■ Amended Budget	450,000	-	2,700,150	1,060,000	-	4,210,150

■ YTD Actual ■ Amended Budget

EMS-Expenditures



	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS	TOTAL BUDGETED EXPENSES
■ YTD Actual	98	-	746,963
■ Amended Budget	23,737	8,706	4,303,904

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2023
1ST QTR - 25%
LANDFILL

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
41-LICENSES & PERMITS	48,000		48,000	31,963	16,037	66.59%
42-GRANTS & OTHER AGENCIE	-		-	-	-	0.00%
43-GENERAL SALES/OTHER SE	1,837,600		1,837,600	885,355	952,245	48.18%
46-INTEREST INCOME	160,000		160,000	63,169	96,831	39.48%
48-TRANSFER FROM OTHER FUNDS	1,000,000		1,000,000	-	1,000,000	0.00%
49-MISCELLANEOUS	30		30	7	23	23.33%
TOTAL REVENUES	3,045,630	-	3,045,630	980,494	2,065,136	32.19%
EXPENDITURES						
350-LANDFILL	1,763,237		1,763,237	317,309	1,445,928	18.00%
000-NON-DEPARTMENTAL - DEBT SERVICE	73,439		73,439	247	73,192	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	5,721		5,721	-	5,721	0.00%
TOTAL BUDGETED EXPENSES	1,842,397	-	1,842,397	317,556	1,524,841	17.24%
NET INCREASE (DECREASE)	1,203,233	-	1,203,233	662,938	540,295	

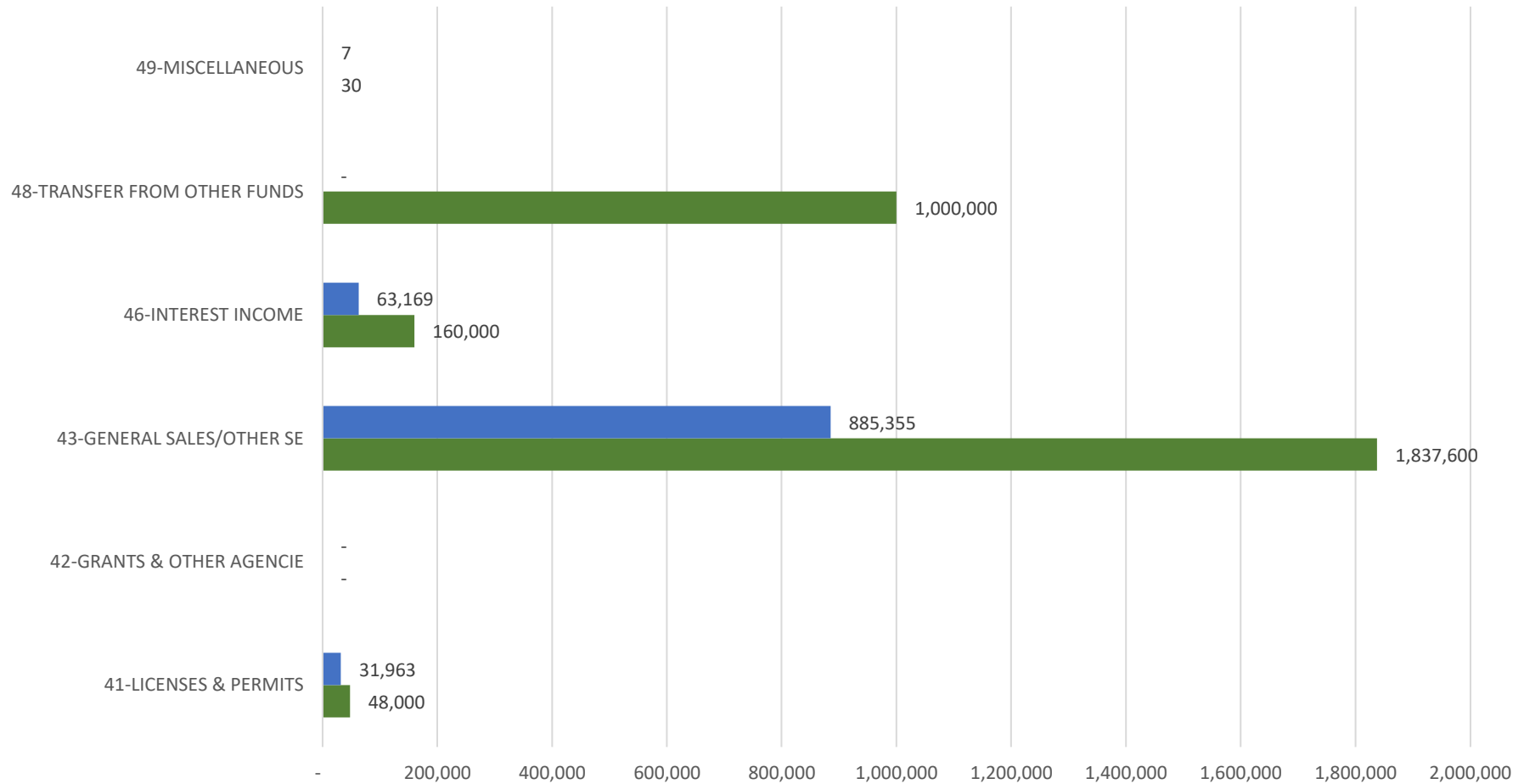
Overview - Revenue

Revenues are up over the same period last FY (22-23) by 51.42%. It appears that our adjustments to the permit and gate fees have been beneficial; we gained business back that we had lost due to the permitting fee. In addition, we have 30 yard containers back in service and it seems to have been a good move.

Overview - Expenses

Vacancies have kept the fund underbudget for the first quarter. We still have 1 vacancy, and we do not know when it will be filled.

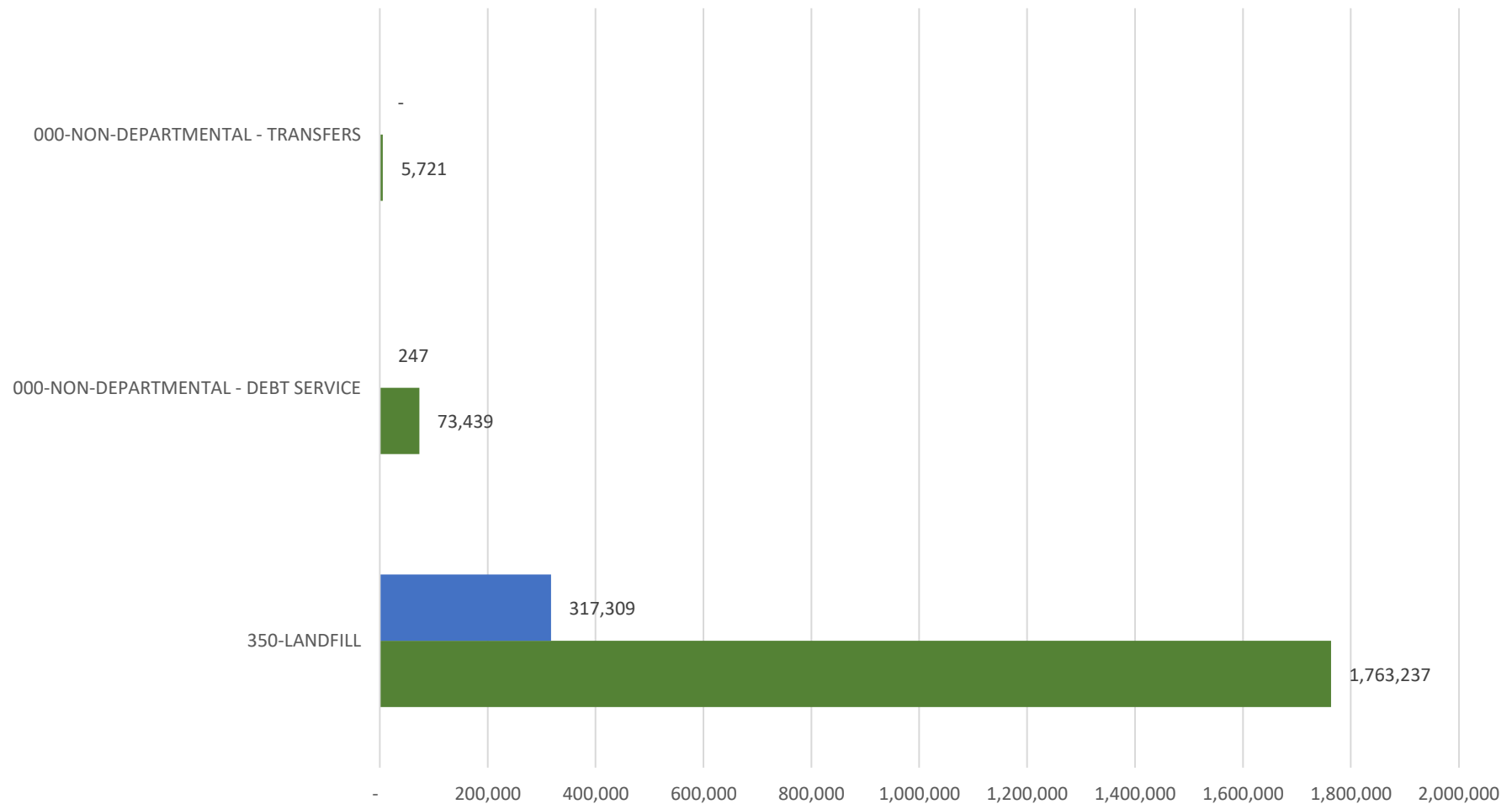
Landfill-Revenue



	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCIE	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	48-TRANSFER FROM OTHER FUNDS	49-MISCELLANEOUS
■ YTD Actual	31,963	-	885,355	63,169	-	7
■ Revised Budget	48,000	-	1,837,600	160,000	1,000,000	30

■ YTD Actual ■ Revised Budget

Landfill-Expenditures



	350-LANDFILL	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS
■ YTD Actual	317,309	247	-
■ Revised Budget	1,763,237	73,439	5,721

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2023
1ST QTR - 25%
SANITATION FUND

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
43-GENERAL SALES/OTHER SE	3,610,000		3,610,000	826,903	2,783,097	22.91%
46-INTEREST INCOME	15,000		15,000	-	15,000	0.00%
47-PROPERTY	95,000		95,000	21,270	73,730	22.39%
49-MISCELLANEOUS	-		-	206	(206)	0.00%
TOTAL REVENUES	3,720,000	-	3,720,000	848,379	2,871,621	22.81%
EXPENDITURES						
330-SANITATION	3,755,557		3,755,557	874,851	2,880,706	23.29%
000-NON-DEPARTMENTAL - DEBT SERVICE	134,620		134,620	813	133,807	0.60%
000-NON-DEPARTMENTAL - TRANSFERS	1,019,486		1,019,486	-	1,019,486	0.00%
TOTAL BUDGETED EXPENSES	4,909,663	-	4,909,663	875,664	4,033,999	17.84%
NET INCREASE (DECREASE)	(1,189,663)	-	(1,189,663)	(27,285)	(1,162,378)	

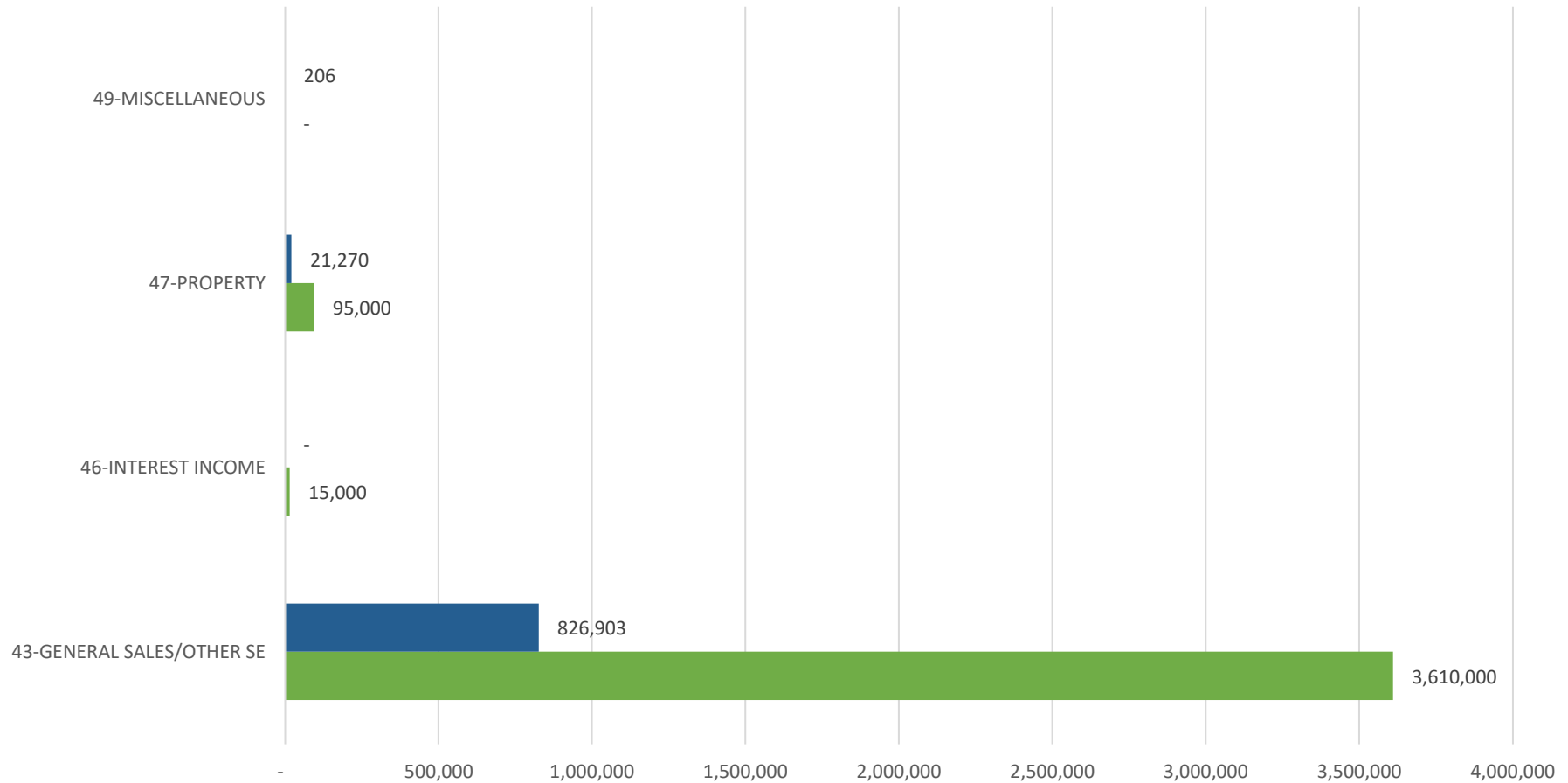
Overview - Revenue

Revenue is trending about the same as last year, up just slightly by \$13k.

Overview - Expenses

We will finally be receiving a Sideloader Sanitation truck and a roll-off truck; expecting to take delivery within 3 weeks.

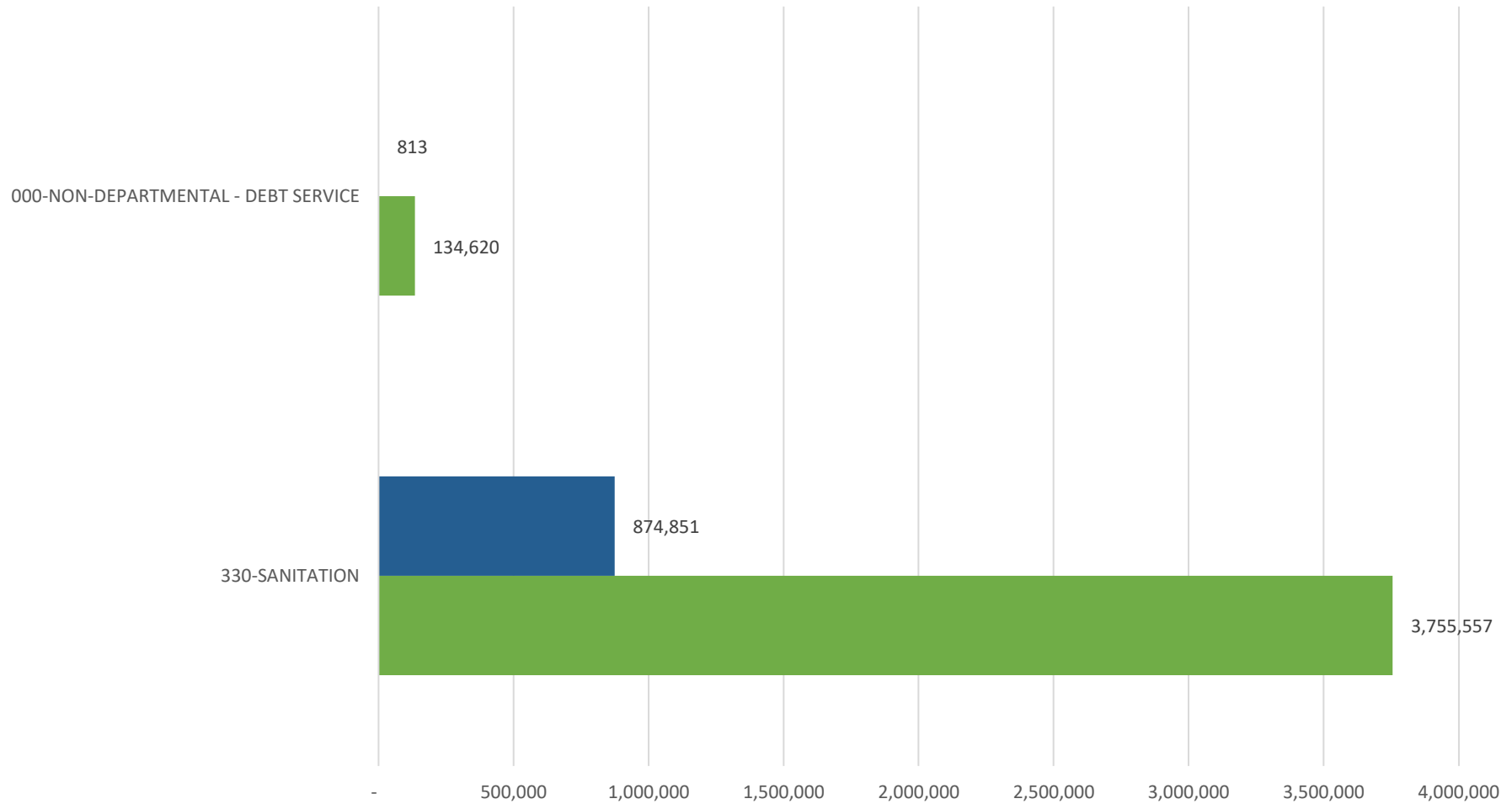
Sanitation-Revenues



	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS
■ YTD Actual	826,903	-	21,270	206
■ Revised Budget	3,610,000	15,000	95,000	-

■ YTD Actual ■ Revised Budget

Sanitation-Expenditures



	330-SANITATION	000-NON-DEPARTMENTAL - DEBT SERVICE
■ YTD Actual	874,851	813
■ Revised Budget	3,755,557	134,620

■ YTD Actual ■ Revised Budget



Memorandum

To: Honorable Mayor, City Council, and City Manager

From: Chad Williams, Chief of Police

Date: February 7, 2024

Subject: Permission and Resolution to Seek Edward Byrne Memorial Justice Assistance Grant

The Big Spring Police Department is seeking permission to apply for the Edward Byrne Memorial Justice Assistance Grant. This grant requires a 0% match from the City of Big Spring. A resolution is also required for this grant application.

The Department is seeking this grant for a 2024 Ford Transit SWAT Transport van to be assigned to the Big Spring Police Department/Howard County Sheriff's Office SWAT/Emergency Response Team and Negotiators for the purpose of responding to emergency situations. This vehicle will be replacing SWAT's current unit which is a 2004 Freightliner Van that was transferred to the Police Department from Fire and EMS that was converted from an ambulance to a SWAT vehicle over 10 years ago. The total value of the grant would be approx. \$116,050.00.

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 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM TO SECURE FUNDING FOR A SWAT TRANSPORT VAN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Big Spring Police Department currently utilizes a 2004 Freightliner Van for the purpose of responding to emergency situations; and

WHEREAS, the Big Spring City Council finds it in the best interest of the Police Department to seek this funding for the purchase of purchase of a 2024 Ford Transit SWAT Transport Van; and

WHEREAS, this is a 0% match grant, and the value of the grant funds the City seeks total approximately \$116,050.00; and

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 RESOLVED 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 Edward Byrne Memorial Justice Assistance Grant Program to secure funding for the purchase of a SWAT Transport Van.

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 **13th** day of **February, 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 27th day of February, 2024, with all members present voting “aye” for passage of the same.

Robert H. Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

Date: February 13, 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 supporting a resolution associated with the acceptance of a grant from the Texas Department of Transportation for airport improvements and associated budget amendment

The Texas Department of Transportation has offered the City of Big Spring a Grant for Airport Improvements. The improvements include the striping and marking of the airport runways and taxiways, and it is on a 90/10 cost share basis. The estimated costs associated with this project are \$870,000, with the city's 10% share being \$87,000.

The current striping and markings on the airport are obscured and lack the necessary bead to aid in the markings being reflective. This is a much-needed improvement for McMahon-Wrinkle Airport that will prove to enhance the safety of our airport users. The project will go to the State Commission in March and the project will be completed during the summer of 2024.

In addition, to the striping and marking project the Texas Department of Transportation has indicated their support for our next two airports projects on a 90/10 cost share basis as well. Those projects include reconstructing Runway 06/24 with an estimated cost of \$1,815,000 and an Airport Electrical and Lighting Upgrade Project with an estimated cost of \$6,475,520. Those projects will be funded through separate future grants, the first of which will be the Runway 06/24 reconstruction project that will go through design in FY 2025 and construction in FY 2026.

Items 26 and 28 on today's agenda are germane to this effort and staff recommends the City Council approve of the action.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS ACCEPTING A GRANT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FOR THE FUNDING OF STRIPING AND MARKING ON THE RUNWAY AND TAXIWAYS AT THE McMAHON-WRINKLE AIRPORT AND INDUSTRIAL PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring intends to make certain improvements to the McMahon-Wrinkle Airport and Industrial Park; and

WHEREAS, the City of Big Spring intends to request financial assistance from the Texas Department of Transportation (TxDOT) for these improvements; and

WHEREAS, the total design and construction project costs available is \$870,000.00 and the City of Big Spring will be responsible for at least 10% of the total project costs of \$87,000.00;

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

SECTION 1. The City of Big Spring hereby directs the City Manager to execute on behalf of the City of Big Spring, at the appropriate time, and with the appropriate authorizations of this governing body, all agreements with the Texas Department of Transportation (TxDOT), and such other parties as shall be necessary and appropriate for the implementation of the improvements to the McMahon-Wrinkle Airport and Industrial Park.

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 **13th** day of **February, 2024**, withal members present voting “aye” for passage of same.

PASSED AND APPROVED on the second and final reading at a regular meeting of the City Council on the **27th** day of **February, 2024**, with all members present voting “aye” for passage of the same.

Robert H. Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING Z-23-01, AMENDING THE BIG SPRING ZONING ORDINANCE BY REZONING APPROXIMATELY 3.450 ACRES OF LAND IN SECTION 32, BLOCK 33, T-1-S, T&P RR. CO. SURVEY, BIG SPRING, HOWARD COUNTY, TEXAS, FROM GENERAL RESIDENTIAL (GR) TO HEAVY COMMERCIAL (HC); PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW

WHEREAS, The Planning and Zoning Commission held a public hearing during a regular meeting on December 5, 2023 considering this area of land, when the total area in question is 3.45 acres when taken together with road easements, while road easements do not receive zoning; and

WHEREAS, In the Zoning Ordinance, District HC is notated as Heavy Commercial District, and the proposed use is Commercial in nature; and

WHEREAS, the Planning and Zoning Commission recommends that this zone change be approved; and

WHEREAS, the City Council held a public hearing during a regular meeting on February 13, 2024; and

WHEREAS, the City Council has considered this request and has determined that approval is in the best interest of the City;

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

SECTION 1. The City Council hereby authorizes Z-23-01, a rezone of approximately 3.45 acres located at: 3.450 Acres of Land In Section 32, Block 33, T-1-N, T&P Ry. Co. Survey, Big Spring, Howard County, Texas, and particularly described by metes and bounds in a certain deed recorded in the records of Howard County, Texas at volume 734 page 200, and depicted on the attached survey, from General Residential District (GR), to Heavy Commercial District (HC) and such change is hereby approved as an amendment to the Zoning Ordinance.

SECTION 2. The City of Big Spring Zoning Map shall be amended to reflect the zoning designation of the above-described property as HC Heavy Commercial District.

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

be affected thereby.

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

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

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

SECTION 7. It is hereby officially found and determined that the meeting at which this Ordinance was adopted is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

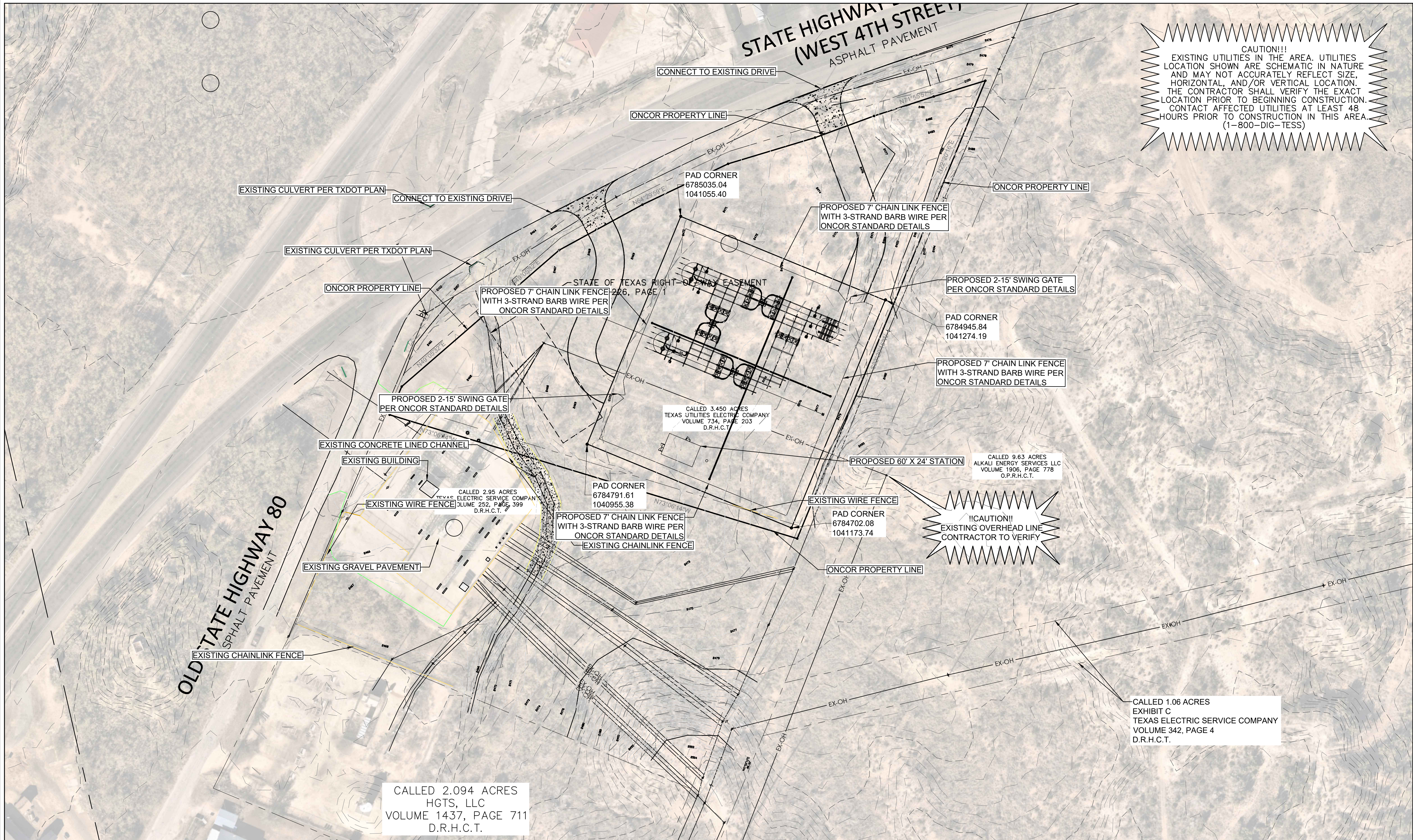
PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **February, 2024**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **27th** day of **February, 2024**, with all members present voting "aye" for the passage of same.

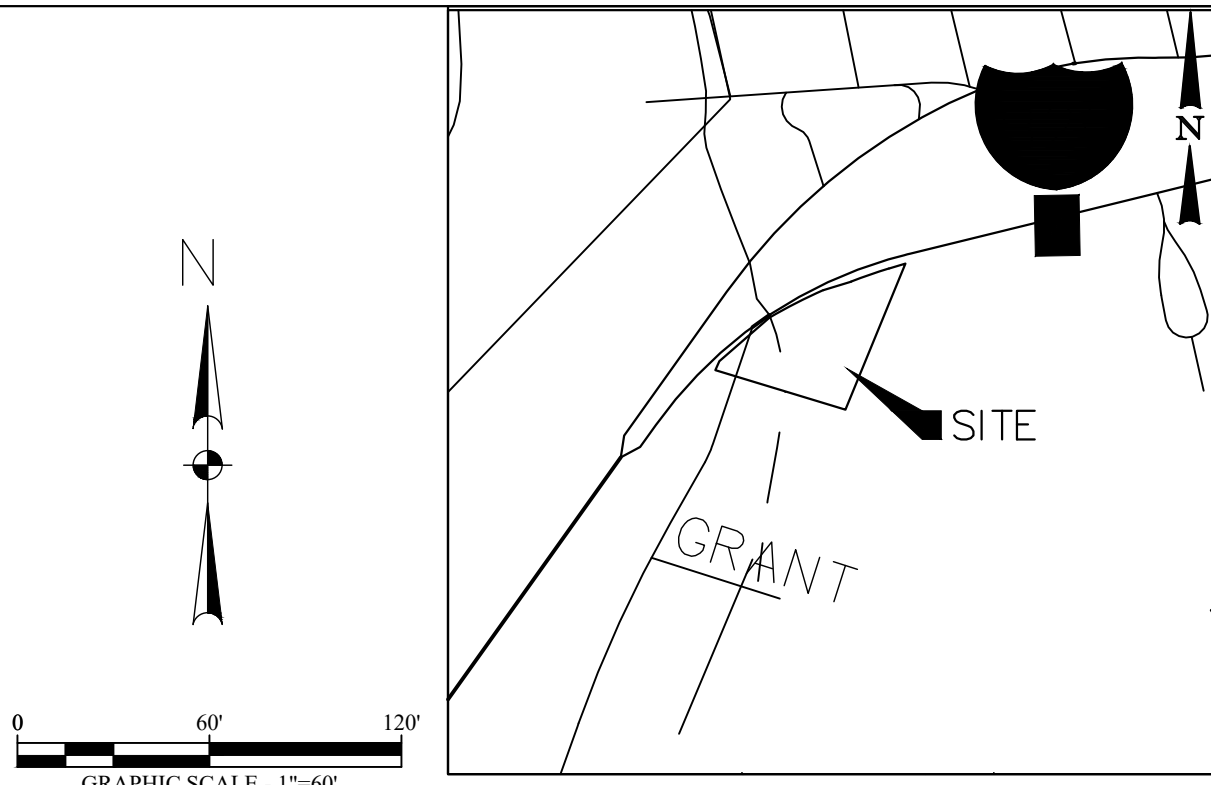
Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary



CAUTION!!!
EXISTING UTILITIES IN THE AREA. UTILITIES LOCATION SHOWN ARE SCHEMATIC IN NATURE AND MAY NOT ACCURATELY REFLECT SIZE, HORIZONTAL, AND/OR VERTICAL LOCATION. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION PRIOR TO BEGINNING CONSTRUCTION. CONTACT AFFECTED UTILITIES AT LEAST 48 HOURS PRIOR TO CONSTRUCTION IN THIS AREA. (1-800-DIG-TESS)

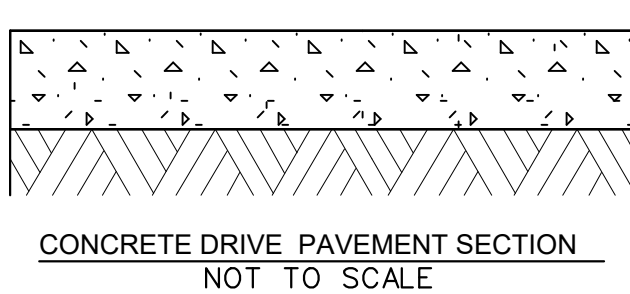


LEGEND:

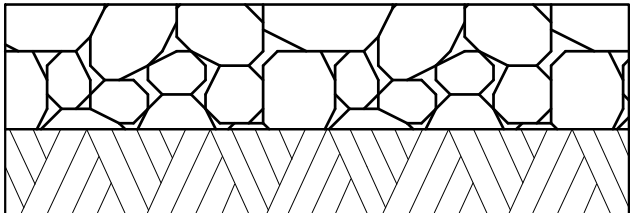
- T EXISTING FIBER OPTIC
 - 6" GAS EXISTING TELEPHONE LINE
 - EX 12" SS EXISTING GAS LINE
 - DHE EXISTING SANITARY SEWER
 - UGE EXISTING OVERHEAD ELECTRIC
 - EX 8" WTR EXISTING UNDERGROUND ELECTRIC
 - EXISTING WATER LINE
 - EXISTING STORM SEWER
 - PROPERTY LINE
 - EASEMENT LINE
 - 460- EXISTING MAJOR CONTOUR LINE
 - 461- EXISTING MINOR CONTOUR LINE
 - PP POWER POLE
 - Sanitary Sewer Manhole
 - Water Valve
 - FH EXISTING FIRE HYDRANT
 - WM EXISTING WATER METER
- 2" OF 1" ROCK WITH NO FINES
- 6" - COMPACTED CRUSHED ROCK FLEX BASE
- 6" - 4000 PSI CLASS A CONCRETE WITH #4 BARS AT 18" O.C.E.W

NOTES:

1. ALL EXISTING UTILITIES ARE SHOWN SCHEMATICALLY AND ARE FOR THE CONTRACTORS GUIDANCE ONLY. THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE, AND MATERIAL OF ALL UTILITIES AFFECTED BY CONSTRUCTION. CONTRACTOR SHALL CONTACT ALL AFFECTED UTILITIES 48 HR'S PRIOR TO CONSTRUCTION.
2. ALL WORK AND MATERIAL SHALL BE IN ACCORDANCE WITH THE CITY DESIGN STANDARDS AND SPECIFICATIONS AND ONCOR PROJECT SPECIFICATIONS AND STANDARDS.
3. ALL DIMENSIONS ARE FROM FACE OF CURB/EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
4. ALL GRADES AND SPOTS ARE FINISHED GRADES UNLESS OTHERWISE NOTED.
5. BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM NORTH CENTRAL ZONE 4202. HORIZONTAL DATUM IS NAD83 (2011 ADJUSTMENT). VERTICAL DATUM IS NAVD88 USING GEOID 18 MODEL. GRID TO SURFACE SCALE FACTOR IS HOWARD COUNTY.

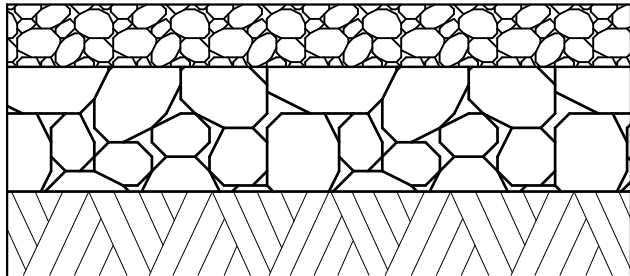


6" - 4000 PSI CLASS A CONCRETE WITH #4 BARS AT 18" O.C.E.W
6" MIN SCARIFIED AND RE-COMPACTED SUBGRADE (95% STD. PROCTOR)



DRIVE PAVEMENT SECTION
NOT TO SCALE

6" - COMPACTED CRUSHED ROCK FLEX BASE
6" MIN SCARIFIED AND RE-COMPACTED SUBGRADE (95% STD. PROCTOR)



SUBSTATION PAD PAVEMENT SECTION
NOT TO SCALE

2" OF 1" ROCK WITH NO FINES
6" - COMPACTED CRUSHED ROCK FLEX BASE
6" MIN SCARIFIED AND RE-COMPACTED SUBGRADE (95% STD. PROCTOR)

GENERAL SITE DATA	EXISTING	PROPOSED
LAND USE (FROM ZONING ORDINANCE)	General Residential	Heavy Commercial
LOT AREA (SQUARE FEET & ACRES)	150,282 SF / 3.45 AC	150,282 SF / 3.45 AC
BUILDING FOOTPRINT AREA (SQUARE FEET)	N/A	N/A
TOTAL BUILDING AREA (SQUARE FEET)	N/A	N/A
BUILDING HEIGHT (# STORIES)	N/A	N/A
BUILDING HEIGHT (FEET- DISTANCE TO TALLEST BUILDING ELEMENT)	N/A	N/A
LOT COVERAGE (PERCENT - x.xx%)	0.00%	0.00%
FLOOR AREA RATIO (RATIO x.xx:1)	0:1	0:1
EXISTING OPEN STORAGE (SQUARE FEET)	N/A	N/A
PROPOSED OPEN STORAGE (SQUARE FEET)	N/A	N/A
MULTIFAMILY UNITS		
# OF STUDIOS / MINIMUM SQUARE FEET	N/A	N/A
# OF 1 BEDROOM / MINIMUM UNIT SIZE	N/A	N/A
# OF 2 BEDROOM / MINIMUM UNIT SIZE	N/A	N/A
# OF 3 BEDROOM / MINIMUM UNIT SIZE	N/A	N/A
TOTAL UNIT COUNT	N/A	N/A
PARKING		
PARKING RATION (FROM ZONING ORDINANCE)	N/A	N/A
REQUIRED PARKING (# SPACES)	1 SPACE	N/A
PROVIDED PARKING (# SPACES)	1 SPACE	N/A
ACCESSIBLE PARKING REQUIRED (# SPACES)	N/A	N/A
ACCESSIBLE PARKING PROVIDED (# SPACES)	N/A	N/A

BENCHMARKS				
#	NORTHING	EASTING	ELEVATION	DESCRIPTION
10001	XXXXXXXX.XX	XXXXXXXX.XX	XXX.XX	BM-1
10002	XXXXXXXX.XX	XXXXXXXX.XX	XXX.XX	BM-2

OWNER/DEVELOPER

ONCOR ELECTRIC DELIVERY COMPANY
777 MAIN STREET, SUITE 707
FORT WORTH, TX 76102
CONTACT: SETH SAMPSON
TEL: (817) 215-6807
EMAIL: seth.sampson@oncor.com

ENGINEER

HALFF ASSOCIATES, INC.
3803 PARKWOOD BLVD., SUITE 800
FRISCO, TX. 75034
CONTACT: TRAVIS J. YANKER, P.E.
TEL: (214) 937-3937
EMAIL: tyanker@halff.com

SURVEYOR

DUNAWAY ASSOCIATES, LLC.
550 BAILEY AVENUE
FORT WORTH, TX 76107
CONTACT: KEVIN JUNG
TEL: (817) 335-1121
EMAIL: kjunge@dunaway.com

ONCOR ELECTRIC
DELIVERY COMPANY
ONEMILE SWITCHING STATION
BIG SPRINGS, TEXAS



Revision No.	Date	Description

PRELIMINARY
FOR INTERIM REVIEW ONLY

THESE DOCUMENTS ARE FOR INTERIM REVIEW AND NOT INTENDED FOR REGULATORY APPROVAL, PERMIT, BIDDING OR CONSTRUCTION PURPOSES. THEY WERE PREPARED BY OR UNDER THE SUPERVISION OF:

TRAVIS J. YANKER 141922
NAME P.E. NO.
DATE 8/31/23
TBPELS Engineering Firm #312

Project No.: 55382
Issued:
Drawn By: CAD
Checked By: TJY
Scale: AS NOTED
Sheet Title

SITE
PLAN

C1.01

Sheet Number

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 BUDGETING THE ADDITIONAL MATCHING SHARE OF THE RAMP GRANT FOR STRIPING AND MARKING THE AIRPORT RUNWAY AND TAXIWAYS; 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 General 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 the amount of \$45,400.00 to account 410-021-610-6229-000 Runways and Airfield Lighting for the purpose of striping and marking the airport runway and taxiways. 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 **13th** day of **February, 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 **27th** day of **February, 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

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 TRANSFERRING CAPITAL FUNDS INTO EXPENSE ACCOUNTS FOR THE PURPOSE OF LEASING VEHICLES THROUGH THE ENTERPRISE LEASE PROGRAM FOR VARIOUS DEPARTMENTS; 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 is not purchasing vehicles the funds need to be transferred from the capital accounts to the appropriate expense accounts of various departments; and

WHEREAS the City Manager and Finance Director desire to authorize the transfer of these funds from the capital accounts to the expense accounts.

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

SECTION 1. 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 increasing various expense accounts by the amount of \$201,407.58 and decreasing the same amount from the capital accounts (see Memo & Spreadsheet) for the purpose of leasing the vehicles through the Enterprise Lease Program.

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 **13th** day of **February, 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 **27th** day of **February, 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

BUDGETED CAPITAL & IMPROVEMENTS
Fiscal Year 2022-2023
Fleet Vehicles

Dept#	Department	Vehicle		Quant	Budget	Original Price of Vehicle	50% Down	Monthly Rental Payment for 1 Vehicle	Payments FY 22-23 9 months	Payments FY 23-24	Payments FY 24-25	Payments FY 25-26 3 months	Total Lease Cost
320	Streets	2024 Chevrolet Silverado 1500	1/2 Ton Pickup	1		48,536.50	24,189.00	556.49	5,008.41	6,677.88	6,677.88	1,669.47	44,222.64
610	Airpark	2023 Ford F-350 Chassis	1 Ton Pickup	1		67,233.50	33,537.50	764.52	6,880.68	9,174.24	9,174.24	2,293.56	61,060.22
705	Water Treatment Plant	2023 Ford F-250	3/4 Ton Pickup	1		64,875.38	32,358.44	737.75	6,639.75	8,853.00	8,853.00	2,213.25	58,917.44
705	Water Treatment Plant	2023 Ford F-150	1/2 Ton Pickup	1		42,158.70	21,000.10	479.68	4,317.12	5,756.16	5,756.16	1,439.04	38,268.58
740	Wastewater Treatment	2023 Ford F-250	3/4 Ton Pickup	1		64,383.50	32,112.50	729.55	6,565.95	8,754.60	8,754.60	2,188.65	58,376.30
745	Material Control	2023 Ford F-150	1/2 Ton Pickup	1		47,938.63	23,890.07	545.34	4,908.06	6,544.08	6,544.08	1,636.02	43,522.31
Total:				6	-	335,126.21	167,087.61		34,319.97	45,759.96	45,759.96	11,439.99	304,367.49

Budget Amendment			
	6401	5515	
320	002-022-320-	Streets	(29,197.41) 29,197.41
610	410-021-610-	Airpark	(40,418.18) 40,418.18
705	405-021-705-	Water Treatment Plant	(38,998.19) 38,998.19
705	405-021-705-	Water Treatment Plant	(25,317.22) 25,317.22
740	405-021-740-	Wastewater Treatment	(38,678.45) 38,678.45
745	405-021-745-	Material Control	(28,798.13) 28,798.13
			(201,407.58) 201,407.58

BUDGETED CAPITAL & IMPROVEMENTS

Fiscal Year 2022-2023

Dept#		Budget	50% Down		
240	Long bed pickup	\$ 44,880.00	\$ 22,440.00	6832298	Ford
310	Long bed pickup	\$ 40,000.00	\$ 20,000.00	6850172	Ram
330	1/2 Ton Pickup	\$ 30,000.00	\$ 15,000.00	6850172	Ram
140	1/2 of a Pickup	\$ 30,000.00	\$ 15,000.00	6861194	Toyota
735	Meter Tech Trucks	\$ 30,000.00	\$ 15,000.00	6861194	Toyota
735	Meter Tech Trucks	\$ 30,000.00	\$ 15,000.00	6861194	Toyota
735	Meter Tech Trucks	\$ 30,000.00	\$ 15,000.00	6861194	Toyota
735	RAM Single Cab Meter Shop		\$ 15,000.00	6850172	Ram
710	Service Utility Trucks	\$ 50,000.00	\$ 25,000.00	6872288	Ford
300	Pickups	\$ 30,000.00	\$ 15,000.00	6875274	Ford
300	Pickups	\$ 30,000.00	\$ 15,000.00	6875274	Ford
300	Pickups	\$ 30,000.00	\$ 15,000.00	6875274	Ford
610	1/2 Ton Pickup	\$ 30,000.00	\$ 15,000.00	6875274	Ford
610	1/2 Ton Pickup	\$ 30,000.00	\$ 15,000.00	6875274	Ford
320	f150 subercab		\$ 15,000.00	6875274	Ford
	Total:	\$ 434,880.00	\$ 247,440.00		
370	3/4 Ton Crew Cab Truck	\$ 27,006.00			
610	3/4 Ton Pickup (replace unit BIG87	\$ 35,000.00			

BUDGETED CAPITAL & IMPROVEMENTS

Fiscal Year 2022-2023

General Fund 002				
<u>Department</u>	<u>Description</u>	<u>Qty.</u>	<u>Funding Source</u>	<u>Account</u>
000-Non Departmental	Central Plaza payment (Feb 1 & Aug 1)	1	Operations	002-001-000-5617
140-IT	Server	1	Operations	002-002-140-6310
	LumenServe	1	Operations	002-002-140-6310
	1/2 of a Pickup (other half from PEG Fees)	1	Operations	002-002-140-6401
150-Legal	PIR Tracking Software	1	Operations	002-001-150-6310
	Mini-split A/C for Office	1	Operations	002-001-150-5422
170-Demolition	Substandard Structure Program		Operations	002-001-170-5311-15
200-Police	5 Yr Service Agrmt for Redaction Software	1	Operations	002-011-200-6310
	Police Vehicles	4	Operations	002-011-200-6401
201-Narcotic Task Force	Covert Surveillance Equipment		Operations	002-011-201-5117
210-Fire	SCBA Microphones for Radios			
	Remodel of Stations 2 & 5			
	Firetruck		Operations	002-012-210-5415
			Operations	002-012-210-6201
			Operations	002-012-210-6402
240-Animal Control	Animal Control Truck	1	Operations	002-011-240-6401
	New Shelter Manager	1	Operations	Salaries
300-Code Enforcement	Utility Trailer (16 ft)	1	Operations	002-021-300-6401
	Pickups	3	Operations	002-021-300-6401
310-General Maintenance	Long bed pickup	1	Operations	002-021-310-6401
320-Streets	Sealcoat/Street Repair	1	Operations	002-022-320-6219
	Batwing Mower (backordered)	1	Operations	002-022-320-6314
	CAT 416 Backhoe	1	Operations	002-022-320-6404
370-Parks	Basketball court	1	Operations	002-027-370-6226
	Play structure at duckpond	1	Operations	002-027-370-6226
	Zero Turn Mower	1	Operations	002-027-370-6314
	3/4 Ton Crew Cab Truck	1	Lease	002-027-370-6401
	Dump Trailer	1	Operations	002-027-370-6401
375-Sports Complex	Redo non-usable field	1	Operations	002-027-375-5323
	Lighting Garrett Field	1	Operations	002-027-375-6229
	Zero turn mower	1	Operations	002-027-375-6314
	John Deere Backhoe & attachment	1	Operations	002-027-375-6314
380-Aquatic Center	Lounge chairs	1	Operations	002-027-380-5117
	Astroturf-Island-Middle of Lazy River	1	Operations	002-027-380-6226
	Expansion-Joint Caulking Replacement	1	Operations	002-027-380-6226
	Coping around pool	1	Operations	002-027-380-6226
390-Golf	Software	1	Operations	002-027-390-6310
	Golf cart lease	1	Operations	002-027-390-6401
	Mini excavator	1	Operations	002-027-390-6404

BUDGETED CAPITAL & IMPROVEMENTS

Fiscal Year 2022-2023

General Fund 002 - Continued				
410-Moss Lake	Signs	1	Operations	002-027-410-5320
	Double Wide Mobile Home	1	Operations	002-027-410-6200
	Camp Shelters & Restrooms	1	Operations	002-027-410-6201
	Lighting	1	Operations	002-027-410-6229

Motel Tax 110				
<u>Department</u>	<u>Description</u>	<u>Qty.</u>	<u>Funding Source</u>	
510-DRCC	Ballroom & kitchenette floorsLakeroom - replace	1	Operations	110-040-510-6201
530-Auditorium	Parking Lot		Operations	110-040-530-6227
	Heating & Cooling System	1	Operations	110-040-530-6317

560-CVB	Contribution to Vietnam Memorial	1	Operations	110-040-560-5611
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Senior Center 160				
160-Senior Center	Oven	1	Operations	160-050-910-6310
	New delivery vehicle	1	Operations	160-050-910-6401

Peg Fund 170				
Department	Description	Qty.	Funding Source	
170-Peg Fund	1/2 Pickup to be used for production/filming	1	Operations	170-002-140-6310-01
	Other Equipment		Operations	170-002-140-6310-01

Utility Fund 405				
Department	Description	Qty.	Funding Source	Account
705 - Water Treatment	Operator Desk		Operations	405-021-705-5110
	Clearwell and Storage tank cleaning and rehab	N/A	Operations	405-021-705-6213
	Emergency Showers at chemical building		Operations	405-021-705-6213
	Filter level radar and Loss of head meters		Operations	405-021-705-6213
	Scada Upgrades		Operations	405-021-705-6213
	Turbine Pump Serviced		Operations	405-021-705-6213
	New Toro 72-inch zero turn lawnmower		Operations	405-021-705-6314
	Dump Truck		Operations	405-021-705-6401
	Forklift		Operations	405-021-705-6404

BUDGETED CAPITAL & IMPROVEMENTS

Fiscal Year 2022-2023

Utility Fund 405 - Continued				
710 - D&C	Metal Building/Shade for pipe			405-021-710-6201
	Tracing and Locating Box			405-021-710-6311
	Distribution Lines			405-021-710-6316
	Trash Pump, Chops Saws, Locators	N/A	Grant Funds	405-021-710-6322
	Portable Hydraulic Pump			405-021-710-6322
	Service Utility Trucks			405-021-710-6401
	Flat bed trailer			405-021-710-6401
	Backhoes (3)		Lease	405-021-710-6404
	Mini Excavator			405-021-710-6404
735 - Customer Service	Software Upgrade for Meter Laptop		Operations	405-002-735-6310
	Meter Tech Trucks	3	Operations	405-002-735-6401
740-Wastewater	Install new cloth filters		Operations	405-021-740-6213
Treatment Plant	Rehab on Grit Removal System		Operations	405-021-740-6213
	Automatic Gate for front of plant		Operations	405-021-740-6222
	flat deck crane or 10 Ton truck mounted crane		Grant Funds	405-021-740-6311
	UTV	N/A	Operations	405-021-740-6311
	New Toro 72-inch zero turn lawnmower		Operations	405-021-740-6314
	25 ft gooseneck trailer		Operations	405-021-740-6401
	FOG Inspector	N/A	Operations	Various Account #'s

Airpark Fund 410				
410-Airpark	Planning Study ALP upgrade (TxDOT 365,000)			
	Doors for Hangar for Hangar 25 Museum			
	Fire Station 1 Renovations			
	Runway/Taxiway Marking Runway 17/35 (TxDOT 416,000)			
	Water/Sewer Project			
	Lift Truck 50' Reach (replace Unit BIG8715			
	3/4 Ton Pickup (replace unit BIG8780)			
	1/2 Ton Pickup (replace unit BIG9183)			
	1/2 Ton Pickup (replace unit BIG9182)			
	Cat Skid Steer with attachments			
				410-021-610-5521-03
				410-021-610-6200
				410-021-610-6201

410-021-610-6229
 410-021-610-6316
 410-021-610-6401
 410-021-610-6401
 410-021-610-6401
 410-021-610-6401
 410-021-610-6404

EMS Fund 430				
260-EMS	Zoll EKG Monitors	2	Operations	430-012-260-6310
	Ambulance (replace unit #9572)	1	Operations	430-012-260-6401

Landfill Fund 440				
350-Landfill	Welder	1	Operations	440-025-350-6311
	Roll off Truck	1	Operations	440-025-350-6401

BUDGETED CAPITAL & IMPROVEMENTS

Fiscal Year 2022-2023

Sanitation Fund 445				
330-Sanitation	Cardboard Recycling Program		Operations	
	3 Yard and Yard Recycling Dumpsters		Operations	445-025-330-5128
	Cardboard Compactor and Forklift		Operations	445-025-330-6311
	Multi pack trash truck		Lease Purchase	445-025-330-6401
	One Arm Bandit trash truck	1	Lease Purchase	445-025-330-6401

Cemetery Fund - 625				
625-Cemetery	John Deere Gator HPX6153	1	Operations	625-028-920-6311

BUDGETED CAPITAL & IMPROVEMENTS

Fiscal Year 2020-2021

(Continued)

Utility Fund 405				
Department	Description	Qty.	Funding Source	Account
705 - Water Treatment	Flow Meters & Altitude Valves	N/A	Operations	405-021-705-6213
	Sludge Removal		Operations	405-021-705-5521
	Turbine pump Repairs		Operations	405-021-705-6213
	Chemical Buildings and Piping Upgrade		Operations	405-021-705-6213
	Belt Press		Grant Funds	405-021-705-6213
710 - D&C	Distribution Lines	N/A	Grant Funds	405-021-710-6316
	Utility Truck		Lease	405-021-710-6404

735 - Customer Service	3rd St. Water Office Building	N/A	Operations	405-002-735-6201
740-Wastewater	FOG Inspector	N/A	Operations	Various Account #'s
Treatment Plant	SCADA System Rehab	N/A	Operations	405-021-740-6213
	Replace Diffusers in Aeration Basin		Operations	405-021-740-6213
	Chemical Injection System		Operations	405-021-740-6213
	New Bidwell Lift Station		Grant Funds	405-021-740-6213
	Rehab Clarifiers and Trickling Filter		Operations	405-021-740-6213
	Rehab Grit Removal System		Operations	405-021-740-6213
	Utility Gator		Operations	405-021-740-6311
	Trailered 6 Inch Diesel Pump		Operations	405-021-740-6404

EMS Fund 430				
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260-EMS	CPRA Aid Devices	3	Operations	430-012-260-6311
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Landfill Fund 440				
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350-Landfill	Netting Around Landfill		Operations	440-025-350-5322
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Sanitation Fund 445				
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330-Sanitation	Code Enforcement Officer Salary/Benefits		Operations	445-025-330-5010
	Computer & Base Radio		Operations	445-025-330-5123
	Office furnitures for new position		Operations	445-025-330-5123
	1/2 Ton Pickup		Lease Purchase	405-025-330-6401
	Sanitation Truck Multi Pack	1	Lease Purchase	405-025-330-6401

BUDGETED CAPITAL & IMPROVEMENTS

Fiscal Year 2020-2021

(Continued)

Summary by Fund

General Fund	Lease-Purchase	407,772	
	Operations	<u>3,295,136</u>	\$
Motel Tax	Operations	<u>1,003,250</u>	
Utility Fund	Grant Funds	3,800,000	
	Lease-Purchase	8,797	
	Operations	<u>3,254,728</u>	\$
EMS Fund	Operations	<u>51,000</u>	
Landfill Fund	Operations	<u>75,000</u>	
Sanitation Fund			
			<u>\$ 1</u>
Peg Fund	Operations	40,000	
	Lease-Purchase	356,844	

Operations

46,500

Summary by Funding Source

\$ 7,765,614

\$ 3,800,000

773,413

Operations

Grants

Lease Purchase-Equip

Price

230,000
5,000
19,000
15,000
8,000
2,600

75,000
17,060
273,000

8,500

36,000
120,000
610,000
44,880
70,000
5,000
90,000
40,000
1,035,000
64,892
120,000
15,000
25,000
10,867
27,006
5,000
25,000
175,000
11,000
17,000
24,000
35,603
8,800
10,000
7,200
240,000
90,000

2,500
75,000
5,000
5,000

\$ 3,702,908

Price

250,000
50,000
700,000

3,250

\$ 1,003,250

7,500

25,000

\$ 32,500

Price

15,000

25,000

\$ 40,000

Price

2,500

250,000

20,000

100,000

150,000

150,000

35,000

150,000

50,000

15,000

10,000

1,000,000

14,000

7,000

50,000

45,000

360,000

150,000

15,000

90,000

1,000,000

750,000

25,000

50,000

28,000

35,000

50,000

44,500

\$ 4,646,000

36,500

120,000

38,000

41,600
3,500,000
110,000
35,000
30,000
30,000
90,000
\$ 4,031,100

65,000
410,000
\$ 475,000

5,000
250,000
\$ 255,000

\$ 655,000
\$ 15,000

10,000
45,000
350,000
250,000

15,000

Price

175,000
300,000
200,000
150,000
1,000,000
1,700,000
8,797

143,228
44,500
350,000
750,000
80,000
1,100,000
400,000
500,000
12,000
150,000
\$ 7,063,525
51,000
\$ 51,000
75,000
\$ 75,000
44,500
1,400
600
6,844
350,000
\$ 403,344

3,702,908

1,003,250

40,000

7,063,525

51,000

75,000

\$ 403,344

2,339,027

\$ 12,339,027

MEMORANDUM

Date: February 7, 2024
To: Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Re: SCADA Improvements

The City of Big Spring is requesting a budget amendment for the TDA grant on Runnels St. This grant was awarded after budgets were finalized and was not included in the original budget. The City Council awarded the project bid in January of 2024 knowing that the project did come in over budget. Promising to bring back a budget amendment, in total we are requesting that \$250,000 be added to Utility's Budget. The budget for the project includes the \$70,000 match for the grant as well as the \$180,000 needed to cover the difference for the grant amount of \$350,000 and the awarded bid amount of \$530,000. The project scope includes engineering services for design, bidding, and construction review for improvements to the City's water line on Runnels St. from 11th to 18th. This will further improve the city's infrastructure and reduce the number of leaks.

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 UTILITY FUND BUDGET TO PROVIDE FOR THE CITY'S MATCHING SHARE OF THE CDBG GRANT CDV21-1065; 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 grant was not awarded until after the budget had been approved; and

WHEREAS the City's matching share which was \$70,000 will be increased due to the project's budget overruns.

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

SECTION 1. The Utility 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 increasing account 409-021-710-6316-007 Distribution Lines CDBG Grant CDV21-0164 by \$250,000. The City's original matching share of \$70,000 and an additional \$180,000 for budget overruns. 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 13th day of February, 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 27th day of February, 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



MEMORANDUM

Date: February 8, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Request for Approval - Bulldozer

In 2023, the City of Big Spring abated 129 substandard structures. The demolition debris from abatements is being disposed of at the old landfill and we have outsourced the daily cover to a local contractor at a cost of approximately \$12,000.00 per month. The increased activity in the accumulated items abatement program will increase trash disposal and third-party service costs will increase.

We are requesting a budget amendment to purchase a bulldozer from Yellowhouse Machinery of Midland, Texas for \$175,000.00. The submitted quote is a BuyBoard Cooperative vendor. This equipment will allow City landfill employees to provide daily cover that will reduce costs in the long term. The dozer can also be utilized for other projects such as drainage cleanup and land maintenance at the new landfill.

Staff Recommendation: Due to the price and uncertainty in the current supply chain, we are requesting that City Council accept the formal quote from Yellowhouse Machinery and approve the purchase of the bulldozer. The quoted bulldozer is available immediately.

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 LANDFILL FUND BUDGET FOR THE PURPOSE OF PURCHASING A BULLDOZER; 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 Landfill Fund budgeted expenditures and amend the Budget previously approved;

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of \$175,000.00 to account 440-025-350-6311-000 Machinery and Equipment for the purpose of purchasing a bulldozer. 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 **13th** day of **February, 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 **27th** day of **February, 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



INTEROFFICE MEMORANDUM

Date: February 7, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Compensation Study

Due to a high number of vacancies in public safety departments, the City Council directed city staff to research ways in which the city could increase recruitment and retention of employees. To examine the current compensation plan and structure, we would like to conduct a compensation market study. It is recommended that a compensation study or survey be conducted every other year to ensure competitiveness for existing and future employees. While we have participated in salary surveys for other municipalities, the last full classification and compensation study for the City of Big Spring was completed in 2014.

We are requesting a budget amendment of \$35,600.00 to recruit a firm to conduct the compensation study. Originally, these funds were to be presented in the next budget cycle, but due to current employee market conditions, we are asking for approval to include this program in the 2024-25 budget process.

Evergreen Solutions, LLC has been selected to work in conjunction with our Human Resources team to perform a full compensation study for both public safety and civilian employees. They are familiar with the Permian Basin, having recently completed a compensation study for the City of Odessa. The study will include a review of our compensation policies and processes, salary structure, and market competitiveness. Our goal is to administer pay better, align our salary structure with the current job market, and increase recruitment and retention of employees. The study will take approximately 90 days to complete.

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 GENERAL FUND BUDGET FOR THE PURPOSE OF CONDUCTING A COMPENSATION MARKET STUDY; 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 General Fund budgeted expenditures and amend the Budget previously approved;

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of \$35,600 to account 002-003-160-5521-000 for the purpose of conducting a compensation market study. 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 **13th** day of **February, 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 **27th** day of **February, 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



Memorandum

Date: 02/13/2024

From: John Medina, Asst City Manager

To: Mayor and City Council

Re: Compensation Market Study

The City of Big Spring is requesting to enter into an agreement with Evergreen Solutions, LLC for the purpose of conducting a Classification and Compensation Study for the City of Big Spring.

Evergreen Solutions, LLC has been selected to work in conjunction with our Human Resources team to perform a full compensation study for both public safety and civilian employees. They are familiar with the Permian Basin, having recently completed a compensation study for the City of Odessa. The study will include a review of our compensation policies and processes, salary structure, and market competitiveness. Our goal is to administer pay better, align our salary structure with the current job market, and increase recruitment and retention of employees. The study will take approximately 90 days to complete.



COMMUNITY SERVICES MEMO

Date: 02/13/2024
To: Todd Darden, City Manager
From: Hayley Lewis, Community Services Director
Subject: Parks Master Plan

At this time, we are respectfully requesting City Council accept and approve the 2024 City of Big Spring Parks Master Plan.

A few updates will be made to the plan before publication: page 9 will be updated to reflect that area elementary schools do not allow access to the public.

An updated Parks Master Plan is extremely helpful in receiving funding and grants to help improve our city parks, as well as creating an updated guide for the future of Parks and Recreation.

YEAR 2024



CITY OF BIG SPRING MASTER PARKS PLAN

City of Big Spring

MASTER PARKS PLAN

Adopted X, 2024

Acknowledgements

We wish to acknowledge the following people who were instrumental in guiding the Master Parks Plan process. Also, thank you to the citizens of Big Spring for their vision and contribution to this plan through enthusiastic participation in the community survey.

DRAFT

Big Spring Mayor
Robert Moore

Big Spring Staff
Todd Darden, City Manager
John Medina, Assistant City Manager
Hayley Lewis, Community Services Director

Big Spring City Council
Nick Ornelas, District 1
Diane Yanez, District 2
Cody Hughes, District 3
Gloria McDonald, District 4
Troy Tompkins, District 5
Maury Smith, District 6

South Plains Association of Governments Team
Kelly Davila, Director of Regional Services
Chelsey Baldivia, Regional Services
Marcia Nascimento, Regional Services
Sydney Norman, Regional Services

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DRAFT

INTRODUCTION

The City of Big Spring recognizes the significance of park facilities and recreational resources in enhancing the community's overall quality of life and promoting future development. In line with Big Spring's 2030 Comprehensive Plan, the allocation for parks in future land use is estimated at 2.5%, equating to more than 1,000 acres designated for parks and recreation within the city limits. This comprehensive plan takes into account the evolving population's needs in terms of housing, food, and industry while acknowledging that parks and recreational areas are essential for fostering economic growth. By establishing a 2024 Master Parks Plan, Big Spring can effectively implement the necessary measures to ensure that its parks align with the preferences of its residents and adapt to the changing economic landscape.

The Big Spring Community

Big Spring's population has been on a slow decline since the late 1960's. The 1960 Census reported 32,230 and the 1990 Census reported 23,093, for a loss of 9,137 persons or approximately 30%. The population shifted upward until 2010 when we see a steady decline. The 2010 and 2020 census reported 27,652 and 25,144 respectively, and an estimated population of 25,318 in 2022. The initial loss in population can be attributed to several major upsets in the local economy, including: the closure of Webb Air Force Base, the relocation of a major oil company's headquarters, and the reduction in oil and gas production.

The State of Texas estimates the 2022 population of Big Spring to be 25,318 constituting over 75.17% of the population in Howard County 33,672. Big Spring's population is 72.9% white and 27.1% other in racial origin. A little over seventy-eight (78.4%) percent of the population have had some level of formal education.

Big Spring's population is fairly young with 29% of the population age 19 and under. The largest category is the age group of 20 to 49 year old's who make up 40.5% of the population. Those ages 50 to 64 year old's constitute 16.9% of the population and persons 65 and older make up 13.7% of the population. These figures are important to the Big Spring Master Parks Plan because members of each division represent specific challenges.

The primary challenge associated with a fairly young population is that they are known for mobility. Typically, this group has not developed a strong allegiance to the community and has limited time or financial resources to make commitments outside their young families.

The older ages (50-60) and (65 and older) are typically the sector of the population with more spendable income and with community leadership and influence. This group tends to be well established, very committed to their community and conservative. They often require special consideration in a parks program in terms of accessibility, hours of operation and adequate safety measures to accommodate limited mobility.

The income levels in Big Spring suggest a higher than average poverty rate (19.2% versus the state average of 14.2%). Twenty two percent (22.4%) of the families have an annual income of less than \$35,000. This presents a challenge in providing quality recreational opportunities to the community at little or no cost.

Future population projections estimate Big Spring's population in 2022 to around 25,318 residents. In order to meet the recreational needs of a changing population, the City of Big Spring should plan for slow and steady updates and enhancement in recreation options through the parks department as well.

The City of Big Spring Parks Department

The City's Parks Department, under the direction of the City Manager, is staffed by the Community Service Director, Facilities Supervisor, and Parks Supervisors. The Parks Department operates the city's parks and recreation facilities to provide family-oriented recreational areas in order to contribute to the high quality of life for residents and visitors alike. The Parks Department oversees improvements and upkeep for parks and sports field facilities available for public use. The department strives to present aesthetically pleasing areas through the maintenance of playground and other recreational equipment, grounds maintenance, weed and litter control, and other landscaping activities. These responsibilities stretch the department's human and financial resources. State and Federal inmates are available to supplement the available manpower and have assisted in many improvements at the Comanche Trail Park and in the construction of Dr. Morgan Park. The Parks Supervisor also assists the Chamber of Commerce and other community groups in coordinating festivals, tournaments and other events at the city parks. Comanche Trail Golf Course and Moss Creek Lake are staffed and budgeted separately from the Parks Department.

GOALS AND OBJECTIVES

The following goals and objectives represent Big Spring's commitment to long-term planning for the development of the parks system in coordination with the overall development of the community. This plan will be implemented from FY 2024-25 through FY 2029-30.

Goal 1: Provide citywide park facilities that meet the current and future demands of the Big Spring community.

Objective 1a: Prioritize needs to assist in the allocation of limited resources.

Objective 1b: Upgrade existing park facilities to meet accepted standards and citizen demand.

Objective 1c: Periodic evaluation of the need for new facilities as the community grows.

Goal 2: Protect and promote the area's natural resources.

Objective 2a: Continue development of facilities in proximity to the historic spring in order to encourage use and visitation in this area.

Objective 2b: Evaluate the impact of new facility development on the natural resources of the surrounding area.

Goal 3: Incorporate parks planning into tourism and economic development strategies.

Objective 3a: Continue to coordinate the development and promotion of facilities with the Convention and Visitor's Bureau.

Objective 3b: Initiate cost effectiveness studies to determine the efficiency of operations and the cost/benefit of upgrades to tourist attractions within the parks system.

Objective 3c: Continue to work with the Convention and Visitors Bureau to attract sports events that will utilize city-owned ballfields.

PLAN DEVELOPMENT PROCESS

As mentioned in the introduction, the Big Spring Comprehensive Plan serves as the foundation for the development of a new master park plan. This Master Parks Plan emphasizes the city's commitment to aligning parks and recreation facilities with the preferences of the community. To ensure that this goal is achieved, a survey was distributed to residents, allowing them to provide valuable input that would shape the updated plan. The survey was available through numerous online platforms, including the city website and social media posts, from March 21st through April 25, 2022. For a detailed copy of the survey, please refer to the Appendix.

Using the input received, the city devised a rough outline of what they would like to include in the Master Parks Plan, and held a public hearing on November 17, 2021. Feedback received from the public hearing and further review was utilized to draft the completed Master Parks Plan.



Comanche Trail Park entrance

STANDARDS FOR PARKS DEVELOPMENT

The National Park and Recreation Association (NPRA) has been a leader in the development of park standards for the past several decades. Their publication, Park, Recreation, Open Space, and Greenway Guidelines, is used as a national standard. The standards and guidelines have been the foundation of implementing the necessary priorities and development for the new 2024 Master Parks Plan.

Classification

NPRA identifies approximately 16 classifications of parks ranging from mini-parks to national parks. Not all classifications are found in all communities. Detailed information regarding Big Spring's parks facilities can be found in the Inventory of Areas and Facilities.

The park classifications and standards that are found in the Big Spring area are:

Neighborhood/Mini Park: The neighborhood/mini park is the basic unit of the park system and serves as the recreational focus of a neighborhood. It is an area for active recreation such as field games, court game, playgrounds, picnicking, etc. Although normally at least one to fifteen acres, the neighborhood park can be smaller in smaller communities serving smaller neighborhoods. This park should serve an area of 2 to 3 mile radius if uninterrupted by a major road or barrier. NPRA standards for these parks are 1.25-2.5 acres per 1,000 population. The Big Spring Park System includes seven (7) neighborhood parks totaling approximately 56 acres and are open to the public from 6:00am to 10:00pm.

Community Parks: The community park serves a broader purpose than the neighborhood park by meeting community-based recreational needs, as well as preserving unique landscapes and open spaces. These parks usually range from 16 to 50 acres and serve neighborhoods that are one to two miles in radius. The community park may include areas for intense recreation activity such as competitive sports, swimming, tennis, playgrounds, volleyball, etc. There may also be passive recreation opportunities such as walking, viewing, sitting and picnicking. NPRA standards for these parks are 5-8 acres per 1,000 population. There are two (2) community parks in Big Spring totaling approximately 206 acres. Both parks are open to the public from 6:00 am to 10:00 pm.

Special Use Parks: Special use parks target one specialized or single purpose recreation activity. Examples are golf courses, nature centers, marinas, zoos, conservations, arboretums, arenas, amphitheaters, plazas or community squares. Currently, the City of Big Spring has one (2) Special Use Parks, with approximately 184 acres.

Regional Parks: Regional parks are very large multi-use parks that serve several communities within a particular region. They range in size from 500 acres and above and serve those areas with a one hour driving distance. The regional park provides both active and passive recreation, with a wide selection of facilities for all age groups. They may also include areas of nature preservation for activities such as sight-seeing, nature study, wildlife habitat, and conservation areas. NRPA standards for regional parks vary due to the specific site and natural resources. Big Spring currently has two (2) regional parks, including the State park, totaling approximately 1,022 acres.



Old Settlers Pavillion located inside of Comanche Trail Park

Total Parkland Standard

It is generally accepted that a total parkland standard must be maintained for the community. NRPA recommends that the local park system contain 11.25 to 20.5 acres of developed open space per 1000 population. The following chart shows recommended distribution as well as Big Spring's distribution of park land.

Park Type	NRPA Standard	Big Spring's Current System
Neighborhood/Mini	1.25 to 2.5 ac/1,000	2.2 ac/1,000
Community	5.0 to 8.0 ac/1,000	8.1 ac/1,000
Regional	Unspecified	1,022 acres
Special Use Areas	Unspecified	184 acres
Total	11.25 to 20.5 ac/1,000	58 ac/1,000*

*Includes all available facilities (e.g., of Big Spring Park System and Big Spring State Park)

DRAFT

Classification of Parks			
Neighborhood/Mini	Community	Regional	Special Use Areas
ABC Park	Roy Anderson Park	Moss Creek Lake	Comanche Golf Course
Bert Andries Park	Comanche Trail Park	Big Spring State Park	Amphitheater (located in Comanche Trail Park)
Birdwell Park	Roy Anderson Sports Complex		
Dr. Morgan Park	Russ McEwen Family Aquatic Center		
Jefferson Park			
Elgin Park			

Facility Standards

NRPA and other sources provide standards for the number of facilities a parks and recreation system should provide. The facilities applicable to the Big Spring Master Parks Plan are included in the table below:

Activity / Facility	Recommended Facility Per Population	Recommended Facilities for 2022 Population of 25,318	Current Counts of Facilities (not including school or other facilities)
Baseball Fields	1 per 5,000	5.1	7
Basketball Court	1 per 5,000	5.1	3
Football Fields	1 per 20,000	1.3	2
Picnic Tables	1 per 500	51.0	83
Playgrounds	1 per 1,000	25.3	13
Recreation Center	1 per 20-30,000	1	1
Softball Fields	1 per 5,000	5.1	6
Soccer Fields	1 per 10,000	2.5	5
Tennis Center	1 court per 2,000	12.7	9
Trails	.5 to 1 mile per 10,000	1.3 - 2.5 miles	1.95 miles*
Volleyball Areas	1 court per 5,000	5.1	2

*includes Big Spring State Park

Location Standards

Parks are to be located in proximity to the park users, based upon the type of park facility. Map #2 in the Appendix shows the 2 mile service area for each of Big Spring's developed parks. From this map, one can identify several pockets of residential areas which are not within the service area of a city park.

However, elementary schools have playgrounds and play areas which are open to the public after school hours, and may also be taken into account. Close review of this map shows three developed areas that are not within standard acceptable distances of either a park or playground.



Playground in Comanche Trail Park

INVENTORY FOR AREAS AND FACILITIES

The City of Big Spring's park system includes 1,469 acres of developed park land that provide over 170 recreational and sports facilities. The distribution of park land by category is as follows:

Park Type	Acres
Neighborhood/Mini	56.46
Community	206.67
Regional	1,022.00
Special Use Areas	184.20
Total	1,469.33

However, the recreational opportunities available to the community can not be fully assessed without taking school and other facilities into account. These are essential to providing the community with a full range of facilities since the city-owned system is deficient in some areas. Foremost of these facilities is the Big Spring State Park. With 382 acres and several amenities, the State Park is heavily used by Big Spring State Park. Also, school facilities offer a variety of recreational opportunities. Though the use of some facilities is restricted, most are open to the public during non-school hours. Inclusion of these facilities provides the Big Spring community with a total of 1,691 acres of park and recreation facilities.

The table on page 11 provides a listing of all park and recreational facilities available to the community.

Community Park and Recreational Facilities

	Acres	Baseball Fields/Backstops	Basketball Courts	Benches	Football Fields	Amphitheater	Gazebo/Pavilion	Picnic Tables/ Shelters	Playgrounds	Restrooms	Softball Fields	Soccer Fields	Swimming Pool/Water Rec. Center	Tennis Courts	Trails/Walking (mi.)	Frisbee Golf	Golf Course	Volleyball Area	Camping	Lake or Pond
City Park Facilities																				
ABC Park	3.15	1	1					2	1											
Birdwell Park	15.04							2	1							1				
Comanche Golf Course	184.20								YES								1			
Comanche Trail Park	136.00			17		1	7	40	5	3	1		1	9	0.75			1	YES	1
Dr. Morgan Park	7.50		1				2	10	2						0.2			1		
Elgin Park	1.30								1											
Jefferson Park	0.50								1											
Moss Creek Lake	640.00						2	28	1	YES									YES	1
Bert Andries Park	1.20		1				2	1	1											
Roy Anderson Ballfields	70.67	5		8	2		2			3	5	5								
Stink Creek Ballfields	27.77	1																		
TOTAL CITY PARK FACILITIES	1,877.33	7	3	17	2	1	15	8	1	6	5	1	9	0.95	1	1	2			2
School Facilities																				
Anderson Kindergarten	8.42								1											
Bauer Elementary	2.70		2						1											
Big Spring High School	22.67	1			2						1			5	0.25					
College Heights Elementary	7.11		2						1		4									
Goliad Middle School	15.00				2				1		6									
Howard College	57.66	2			2									4						
Kentwood Elementary	10.07		2								4									
Lakeview Headstart	11.17								1		2									
Marcy Elementary	8.38		2						1		6									
Moss Elementary	7.05		4						1		2									
Runnels Junior High	3.36								1		4									
South Collegiate Institute for the Deaf	46.66	4									1	5								
Washington Elementary	9.68		4						1		4									
Other Facilities																				
Big Spring State Park	382.00						1	12	1	1					1				YES	1
Nat'l Little League	4.60	1								1										
Internat'l Little League	3.44	1								1										
YMCA	-		1										1							
TOTAL ALL FACILITIES	1,691.33	16	20	24	8	1	16	95	23	9	46	10	2	18	2.2	1	1	2	3	3

NEEDS ASSESSMENT AND IDENTIFICATION

Since 1995, the City of Big Spring has made great progress in correcting some of the more visible deficiencies in the parks system. One of the most recent additions was the Russ McEwen Family Aquatic Center. Additionally, the construction of Dr. Morgan Park and the addition of the Kids Zone playground in Comanche Trail Park have added needed facilities. However, there are still many areas of the parks system that must be addressed in order to adequately meet the needs of the community.

In determining the needs of the Big Spring parks system, the following approaches for assessment and identification were utilized:

- **Demand-Based:** Relies on public input to determine satisfaction with current facilities and demand for additional facilities.
- **Standard-Based:** Determines both the number and quality of the facilities needed to meet accepted standards.

In the public opinion survey conducted, only 18.24% of the 899 respondents rated the overall parks system as excellent or good. Numerous individual comments accompanying surveys completed indicate that maintenance and lack of improvements to existing facilities as major contributing factor to the attitude.

Also, noted in the surveys was a deficiency in the number and quality of restroom facilities, drinking fountains, and picnic facilities. Though the overall number of picnic facilities is sufficient according to NPRA standards, it may be that these facilities are not distributed evenly throughout all parks in the system and this presents a shortage for users of certain parks. When asked to indicate whether or not there was a need for more specific items in the Big Spring Parks System, survey respondents showed a strong interest in an increased number of recreation programs, playground equipment, lighting for evening play, recreation centers, neighborhood parks, hike/bike/walking trails and handicapped accessibility throughout the Big Spring parks system. When asked to identify three areas that are most important to park improvement, the survey respondents showed a strong preference for (1) additional neighborhood parks or recreational fields (2) new or updated playground equipment (3) additional lighting for evening play.

In addition to the needs cited above, citizens were given the opportunity for open comments about the park. From this, the most common results were the need for more public restrooms in parks facilities, increased routine maintenance, addition of a dog park, and more recreational programs.

While overall the City of Big Spring's current parks systems meet or exceed almost all NRPA facility standards per population, the system does fall short in two areas. One of the most obvious deficiencies is the insufficient number of playgrounds according to established standards. But, perhaps more important, much of playground equipment in the City's parks does not meet current standards for safety and durability. The surveys also reveal a demand for more playground equipment. Additionally, another deficiency that may be noted is the number of volley ball courts according to established standards. Current standards recommend a minimum standard of 5.1 volleyball courts for the city's current population. Currently, two volley ball courts exist in the city's parks system.

While the City of Big Spring meets NPRA standards for both neighborhood/mini and community parks, survey results indicate a community desire for additional neighborhood parks (as demonstrated in the survey). This need may be due in part to the pockets of residential areas not within the service area of a park as identified in Map #2 in the Appendix. Overall, Big Spring is not lacking in total park acreage due to the presence of the Big Spring State Park and Moss Creek Lake. Still, it is recognized that additional park construction should be evaluated as the community continues to grow.



Field inside of Comanche Trail Park

Plan Prioritization and Implementation

This section identifies elements of implementation to address the needs cited in the previous section. It also prioritizes these elements to assist City staff in the management and allocation of personnel and budgetary resources. The prioritization schedule is based upon facilities not meeting acceptable standards, public demand, staff recommendations, current budget allocations, and current project schedules.

Priorities for the City of Big Spring Parks System

Priority 1: Provide increased hiking and biking trails.

Priority 2: Make improvements to existing parks, repair & update existing facilities

Priority 3: Acquire new parkland and increase mini/neighborhood parks in most underserved area

Priority 4: Consider new park signage to provide continuity between sites

Priority 5: Provide facilities based on identified deficiencies: trails, volleyball, play areas

Priority 6: Increase Park funding and annual budget and continue to provide exceptional park maintenance.

Priority 7: Continue to explore alternative funding opportunities

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Livability/Social Interaction Requests:

- Downtown Farmers Market
- Additional Activities for Youth
- Downtown Park & Revitalization
- Additional Neighborhood Parks

Identified Challenges:

- Limited Staff
- Budgetary
- Obtain additional acreage for neighborhood parks
- Obtain additional funding from outside sources

Project Implementation

The implementation schedule of this plan will be based on a number of factors, the foremost being financial. The schedule presented below represents the City staff's best estimate regarding the feasibility of each project implementation based on current and anticipated resources.

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FY 2024-2025

- Construction of Restrooms (Local Funding)
- Rehabilitation of Hike & Bike Trail at Comanche Trail Park (50% TP&W/ 50% Local Funding)
- Develop Master Plan for the Comanche Trail Golf Course
- Install Irrigation at the Old Settlers Pavilion in Comanche Trail Park
- Construct pavilion at Kids Zone Playground

FY 2025-2026

- Replacement of Playground Equipment in Comanche Trail Park (Local Funding)
- Evaluate feasibility of Lighting for Evening Play in Comanche Trail Park and provide if determined feasible (Local Funding)
- Provide potable water to the RV Park at Moss Creek Lake (Local Funding)
- Develop Facilities Maintenance Plan

FY 2026-2027

- Replace Playground Equipment as needed in Neighborhood Parks (Local Funding)
- Evaluate feasibility of Lighting for Evening Play in Neighborhood Parks (Local Funding)
- Address Handicapped Accessibility Needs in Comanche Trail Park and provide if determined feasible (Local Funding)

FY 2027-2028

- Improvements to ABC Park (Local Funding)

FY 2028-2029

- Replace Playground Equipment as needed in Neighborhood Parks (Local Funding)
- Address any Handicapped Accessibility Needs in Neighborhood Parks (Local Funding)
- Install Irrigation at Comanche Trail Park (Local Funding)

FY 2029-2030

- Review and Update Master Parks Plan
- Enhance Parking at Kids Zone Playground

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Appendix

Maps

Public Survey

Survey Results

Proof of Adoption

Agendas/Minutes

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Map #1

Legend

- Public Parks
- City Limits
- Streets

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Two Mile Radius per Each Public Park

Map #2



We Want Your Opinion

The City of Big Spring is currently working to produce a Master Parks Plan. The Master Parks Plan will inventory out current park facilities, determine how Big Spring is meeting National Parks and Recreation Association standards, and establish goals and programs for the parks department over the next 10 years. Your input will help to determine user satisfaction and community needs. Please answer the following questions and return the survey to the following address by April 25, 2023.

City of Big Spring Parks Survey

* 1. Are you a resident of the City of Big Spring/Howard County?

☐ Yes

☐ No

2. Based on your knowledge and opinion, how would you rate Big Spring's park facilities?

3. Please check the park or type of park that your family frequents most often in Big Spring:

- ☐ Dr. Morgan Park
- ☐ Jefferson Park
- ☐ Birdwell Park
- ☐ Roy Anderson Ballpark
- ☐ ABC Park
- ☐ Elgin Park
- ☐ Bert Andries Park
- ☐ Moss Creek Lake
- ☐ Big Spring State Park
- ☐ Comanche Trail Park- Golf Course
- ☐ Comanche Trail Park- Kids Zone
- ☐ Comanche Trail Park- Russ McEwen Family Aquatic Center
- ☐ Comanche Trail Park-Comanche Trail Lake

4. How would you rate the parks that you frequent most often in each area listed below:

	Excellent	Good	Fair	Poor	Not Available	Not Familiar
Size of Park	☐	☐	☐	☐	☐	☐
Softball Fields	☐	☐	☐	☐	☐	☐
Soccer Fields	☐	☐	☐	☐	☐	☐
Tennis Courts	☐	☐	☐	☐	☐	☐
Swimming Pool	☐	☐	☐	☐	☐	☐
Restrooms	☐	☐	☐	☐	☐	☐
Drinking Fountains	☐	☐	☐	☐	☐	☐
Benches/Seating Area	☐	☐	☐	☐	☐	☐
Picnic Area	☐	☐	☐	☐	☐	☐
Lighting	☐	☐	☐	☐	☐	☐
Playground Equipment	☐	☐	☐	☐	☐	☐
Hike/Bike/Walk Trails	☐	☐	☐	☐	☐	☐
Maintenance of Park	☐	☐	☐	☐	☐	☐

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5. Do you feel there is a need for more of the following items in the Big Spring Parks System?

	Definitely	Somewhat	No Need	No Opinion
Recreation Center	☐	☐	☐	☐
Hike/Bike/ Walk Trails	☐	☐	☐	☐
More Neighborhood Parks	☐	☐	☐	☐
Handicapped Accessibility	☐	☐	☐	☐
Renovate Outdoor Pool	☐	☐	☐	☐
More Tennis Courts	☐	☐	☐	☐
More Volleyball Courts	☐	☐	☐	☐
More Basketball Courts	☐	☐	☐	☐
More Softball Fields	☐	☐	☐	☐
More Baseball Fields	☐	☐	☐	☐
More Soccer Fields	☐	☐	☐	☐
Lighting for Evening Play	☐	☐	☐	☐
Playground Equipment	☐	☐	☐	☐
Picnic Facilities	☐	☐	☐	☐
Recreation Programs	☐	☐	☐	☐

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6. Of the items checked in Question 4 as "Definitely" please rank your top three priorities:

-
-
-

7. How else could the Big Spring Parks System improve?

Prev

Done

Survey Responses

Public Opinion Survey Master Parks Plan 2023

Overall Rating of Big Spring's Park Facilities:

Park Usage by Survey Respondents:

Rating	Percentage
Excellent	1.4%
Good	16.9%
Fair	48.8%
Poor	32.6%
No opinion	0.3%

Park	Percentage
Big Spring State Park	50.2%
Moss Creek Lake	21.5%
Roy Anderson	13.6%
Dr. Morgan Park	2.6%
West Andries Park	8.4%
Jefferson Park	2.2%
Birdwell Park	9.8%
ABC Park	10.1%
Elgin Park	1.1%

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Facility Usage in Comanche Trail Park:

Facility	Percentage
Kids Zone	63.5%
Picnic/ Playground	56.8%
Comanche Trail Lake	57.6%
Swimming Pool	40.3%
Golf Course	29.3%

Survey Responses

Public Opinion Survey Master Parks Plan 2023

Rating of Park Characteristic (based on facilities most often frequented):

Characteristic	Excellent	Good	Fair	Poor	Not familiar	Not available
Size of Park	8.8%	36.0%	41.5%	13.4%	0.2%	0.2%
Softball Fields	2.7%	21.9%	25.6%	19.1%	27.3%	2.7%
Soccer Fields	1.6%	14.5%	19.8%	13.0%	40.0%	11.4%
Tennis Courts	3.6%	21.2%	21.6%	14.9%	34.0%	4.5%
Swimming Pool	8.8%	32.2%	18.8%	4.2%	35.5%	4.2%
Restrooms	0.2%	3.4%	19.7%	65.3%	1.0%	2.2%
Drinking Fountains	0.2%	6.8%	6.8%	49.1%	26.7%	16.5%
Benches/ Seating	1.9%	12.4%	44.0%	35.8%	5.0%	0.9%
Picnic Area	2.5%	20.0%	45.9%	27.5%	3.8%	0.3%
Lighting	1.7%	14.3%	30.0%	36.8%	14.8%	2.4%
Playground Equipment	1.9%	19.2%	29.4%	40.4%	6.2%	0.3%
Hike/Bike/ Walk Trails	4.4%	31.6%	38.3%	13.3%	11.3%	1.3%
Maintenance	4.0%	20.2%	37.2%	37.4%	1.1%	0.2%

Public Meetings

Agenda From 1/26/2022



PARKS AND RECREATION BOARD REGULAR AGENDA

Wednesday, January 26, 2022

Notice is hereby given that the Parks and Recreation Board of the City of Big Spring, Texas will meet in Regular Session on Wednesday, January 26, 2022, at 5:15 pm in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

Open Session

1. Call to Order DeLeon

Public Comment

Public Comment – 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 Admin Assistant. Please Do Not Exceed Five (5) Minutes.

2. DeLeon

Disposition of Minutes

3. Approval of the Minutes of the Regular Meeting of November 17, 2021 DeLeon

New Business

4. Discussion and Possible Action- Stewart Pavilion Telchik/
Herrera
5. Discussion and Possible Action- Parks Master Plan Telchik/
Herrera

Member Input

6. Input
7. Adjourn DeLeon

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 Parks and Recreation Board and Posted on Friday, January 21, 2022, at 10:00am 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.

Hayley Herrera, Community Services Director

THIS MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING-IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT TAMI DAVIS AT 264-2513. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

Agenda Removal Notice - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on _____, 2022 at _____ a.m./p.m. By: _____

Public Meetings

Minutes From 1/26/2022

Parks and Recreation Board
Minutes from Wednesday, January 26, 2022
City Council Chambers

Present: Juanita Alexander-Porras, Patsy Garza, Johnny DeLeon, Danny Flenniken, Nolan Dominguez, Ryan Williams
Staff: Hayley Herrera, Terri Telchik, Joann Olvera, Gregory Canales

Johnny DeLeon called the meeting to order at 5:15 p.m.

Public Comment

No Public Comments.

Approval of minutes

The minutes from November 17, 2021, meeting were reviewed. Motion was made by Ryan Williams to approve the minutes as written. Motion was seconded by Nolan Dominguez and passed unanimously.

New Business

1. Terri Telchik provided the board with a draft of the ordinance to be taken to city council to rename the 2nd Pavilion to the Stewart Pavilion in memory of Howard and Vicky Stewart. A motion was made by Danny Flenniken to send approval for the ordinance to city council. Motion was seconded by Nolan Dominguez and passed unanimously. Ordinance will be taken to city council for approval.

2. Terri Telchik provided the board with a list of items up for discussion to update the Parks Master Plan. Discussion was held amongs the board members, currently no action being taken.

Meeting was adjourned at 5:55 p.m.

Johnny DeLeon, Chair

Date

Public Meetings

Agenda From 11/17/2021



PARKS AND RECREATION BOARD REGULAR AGENDA

Wednesday, November 17, 2021

Notice is hereby given that the Parks and Recreation Board of the City of Big Spring, Texas will meet in Regular Session on Wednesday, November 17, 2021, at 5:15 pm in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

Open Session

1. Call to Order Herrera

Public Comment

Public Comment – 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 Admin Assistant. Please Do Not Exceed Five (5) Minutes.

2. Herrera
3. Welcome New Members Herrera
4. Election of Chair and Vice Chair Herrera

Disposition of Minutes

5. Approval of the Minutes of the Regular Meeting of May 10, 2021 Chair

New Business

6. Discussion and Possible Action Parks Master Plan Herrera/
Chelsey
Baldivia

Member Input

8. Input
9. Adjourn Chair

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 Parks and Recreation Board and Posted on Friday, November 12, 2021 at 11:40am in accordance with Title 5, Texas Government Code and Chapter 551. In addition, this agenda and is posted on the City of Big Spring's Website, www.mybigspring.com, in accordance with legal requirements.


Hayley Herrera, Community Services Director

THIS MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING-IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT TAMI DAVIS AT 264-2513. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

Agenda Removal Notice - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on _____, 2021 at _____ a.m./p.m. By: _____

Public Meetings

Minutes From 11/17/2021

Parks and Recreation Board
Minutes from Wednesday, November 17, 2021
City Council Chambers

Present: Juanita Alexander-Porras, Patsy Garza, Johnny DeLeon, Danny Flenniken, Nolan Dominguez
Staff: Hayley Herrera, Terri Telchik, Joann Olvera, Gregory Canales
Guests: Brandi Pelletier, Nick Ornales, Joe Alexander, Diane Yanez, Maury Smith

Hayley Herrera called the meeting to order at 5:15 p.m.

Public Comment

No Public Comments.

New Members

Hayley Herrera welcomed Juanita Alexander-Porras, Patsy Garza, and Nolan Dominguez to the board. Danny Flenniken made a motion for Johnny DeLeon to be the new Chair, no other motions were made. The vote was seconded by Patsy Garza and passed unanimously. Johnny DeLeon then made a motion for Danny Flenniken to be the new Vice Chair, no other motions were made. Vote was seconded by Patsy Garza and passed unanimously.

Approval of minutes

The minutes from May 19, 2021, meeting were reviewed. Motion was made by Danny Flenniken to approve the minutes as written. Motion was seconded by Nolan Dominguez and passed unanimously.

New Business

Hayley Herrera provided the board with a copy of the current Parks Master plan and brought into discussion the need for it to be updated. Shelsey Baldwin with SPAG was introduced via zoom at which time she informed the committee of the steps needed to update the Parks Master Plan. Hayley Herrera asked the board to review the current Parks Master Plan over the holidays and at the next meeting further discussion and updates will be presented to replace the current plan.

Member Comments

Juanita Alexander-Porras, Patsy Garza, and Nolan Dominguez introduced themselves to the board and staff. Danny Flenniken asked about the renaming of the 2nd Pavilion to the Howard and Vicki Stewart Pavilion. Terri Telchik updated him on the status. Patsy Garza asked about the status of the bbq pits being installed at ABC Park. Hayley Herrera informed her that she will ask David Fort about the status and cost.

Meeting was adjourned at 5:37 p.m.

Johnny DeLeon, Chair

Date

Proof of Adoption

Minutes From ?

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COMMUNITY SERVICES MEMO

Date: 02/13/2024
To: Mayor and City Council
City Manager
From: Hayley Lewis, Community Services Director
Subject: Russ McEwen Family Aquatic Center Grant Funded Capital Projects

The Broughton Foundation has graciously donated \$250,000 to the Russ McEwen Family Aquatic Center.

At this time, we are requesting City Council to approve the following projects for updating the facility:

- Replacing handicap lift: \$7,000
- Astro turf- 3 inside flower beds: \$20,000
- Install new pads and ropes for structure slides: \$40,000
- Install new pads and ropes for lily pads: \$40,000
- New heater for inside to help with frozen pipes: \$15,000
- Resurfacing Splash Pad: \$15,000
- Soft Water System: \$15,000
- New Sound System: \$7,500
- Installation of Lighting to allow for night swims/events: \$75,000

The dollar amounts are estimated but we can provide exact amounts if requested.