CITY COUNCIL REGULAR AGENDA

Tuesday, April 23, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, April 23, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website http://mybigspring.com/224/Channel-17-Live.**

CITY COUNCIL MEETING ETIQUETTE

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

Open Session

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

Public Comment

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

4. **Public Comment** — Moore

Announcements, Presentations and Public Hearings

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

5.	Report Regarding an Update on Animal Control and Introduction of the Adoption Coordinator, Dakota Stotyn		Williams
6.	Presentation on Final Report for Recommendations for Rebuilding Dora Roberts Community Center by Convention and Visitors Bureau Board	6-9	Drew Mouton
7.	**PUBLIC HEARING** - Regarding a Zone Change Z24-01, Being of Blocks 19 and 22 of Kentwood Addition (Unit No. 2) and 7.180 Acres Out of Section No. 9, Block 32, T-1-S, T&P RR Co. Survey, Abstract No. 156, City of Big Spring, Howard County, TX, From SF-2, Single-Family Dwelling District to PD, Planned Development for Housing Development	10-17	Cameron Walker
8.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1510 W 1ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015 – OWNER: NOEL ALLEN	18-51	Hagen
9.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 2507 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES – OWNER: R. T. JOHNSON	52-109	Hagen
10.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 706 NW 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 7 BAUER 50X130 708 ACQ 031506 BLK/TRACT 7 0.149 ACRES – OWNER: LIONEL PEREZ & JUANA PEREZ	110-145	Hagen
11.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 2508 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015 – OWNER: NORA GARCIA	146-180	Hagen

City Manager's Report

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

- Update - Large Item Pickup, District 4

Consent Items

13.	Approval of the City Council Minutes of the Regular Meeting of April 9, 2024.	181-189	Davis
14.	Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of March 19, 2024	190-191	Mark Willis
15.	Acknowledge Receipt of the Convention and Visitors Bureau Board Minutes for the Regular Meeting of March 20, 2024	192	Lewis
16.	Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of February 15, 2024	193-194	Feeley
17.	Acknowledge Receipt of the Planning and Zoning Commission Minutes of the Regular Meeting of December 5, 2023	195-196	Bowles
18.	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 General Fund Budget for the Purpose of Subscribing to Software that will Ensure Compliance with GASB 87 and 96, for the Management of Leases and Software Subscriptions; Providing for Severability; Providing for Publication; and Providing an Effective Date.	197-199	S. Smith

Vouchers

19.	Vouchers for 04/11/24 $ 1,072,086.68 Vouchers for 04/18/24 $ 406,449.38		McDonald

Bids

20.	Consideration and Possible Action on Awarding a Bid for the 2024 Seal Coat Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents	200-201	Bowles

New Business

21.	Acknowledge Receipt of the Quarterly Financial Report and	Handout	S. Smith

	of the Investment Report for the Quarter Ending March 31, 2024		
22.	First Reading of an Ordinance Authorizing Z-24-01, Amending the Big Spring Zoning Ordinance by Rezoning Approximately 7.180 Acres out of Sec 9, Blk 32, T-1-S, T & P R.R. Co. Survey, City of Big Spring, Howard County, Texas From Sf-2, Single-Family Dwelling District to Planned Development for a Housing Development; Providing for Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date.	202-203	Cameron Walker
23.	First Reading of an Ordinance Amending Chapter 50 of the Big Spring City Code Entitled "Utilities," Article VIII Entitled "Drought Contingency Plan," Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date	204-221	Bowles
24.	Consideration and Possible Action Regarding an Interlocal Agreement with Howard County for Emergency Ambulance Service and Authorizing the Mayor or His Designee to Execute Any Necessary Documents	222-226	Darden
25.	Consideration and Possible Action on an Agreement with the YMCA (Young Men's Christian Association of Big Spring) for Lifeguard Services for the 2024 Season at the Russ McEwen Aquatic Center and Authorizing the City Manager or His Designee to Execute any Necessary Documents	227-236	Lewis
26.	Consideration and Possible Action of a Fourth Amendment to the Administrative Services Agreement with TX Health Benefits Pool Regarding the Access Guidance Services Program and Authorizing the City Manager or His Designee to Execute any Necessary Documents	237-245	Medina
27.	Consideration and Possible Action to Approve a City of Big Spring Wellbore Right of Way License Agreement # 6-B with OXY USA, Inc., and Authorizing the City Manager or His Designee to Execute any Necessary Documents	246-259	Darden
28.	Consideration and Possible Action to Approve an Agreement with Asbestos & Environmental Consulting, LLC for Asbestos Abatement of Three Buildings Located at the McMahon	260-263	Medina

Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents

Council Input

29. Input — Moore

30. **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, April 19, 2024 at 5:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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

Tami L. Davis, City Secretary

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

BIG SPRING CONVENTION AND VISITORS' BUREAU BOARD RECOMMENDATIONS FOR THE LOCATION PREVIOUSLY OCCUPIED BY DORA ROBERTS COMMUNITY CENTER

This report is meant to be used as a guide to be provided to the architect/engineers selected by the City, to provide an idea of what we hope to incorporate in their design. Our opinions are based on a thorough review of data and statistics of prior uses of the facility provided by city staff, visits to several regional facilities and many discussions with private citizens.

The overwhelming attraction of the old DRCC was the lake view. Not a single venue we visited or researched could compete with the view our new facility will have of the lake. The final design must incorporate lake front views into as much of the facility as possible as well as showing off the building to those driving by on S 87.

We did not consider the cost of rebuilding in our analysis. There are too many variables involved. That decision will ultimately need to be made by the City Council based on funding sources available.

Events held at the Center- Past and Future

The use of the DRCC was primarily local individuals and businesses. Quinceaneras, weddings and wedding receptions, training classes, showers, and similar events. The vast majority of events were hosted by local people and businesses. This was true of every location we visited- Midland, San Angelo, Monahans and Snyder. We have no reason to believe that focus will change.

Going forward, we anticipate the primary purpose of the new center should be to service local events with the ability to serve larger, out of town events/conferences whenever possible.

Size

DRRC was 13,300 sq. Ft. Originally designed as a country club, DRCC was not designed to be a community center. This Committee recommends the size be larger, to accommodate larger groups, both local and regional.

DRCC headcount was:

- ballroom- 325 standing, seated capacity depending on table requirements
- lake room- 60 seated 90 standing
- classroom- 45 seated or standing
- fireplace room- 25 (the fireplace room was too small for most events, and therefore underutilized)

Room capacity varies with the layout. Most new designs provide capacity for standing, round tables and rectangular tables. The architect will provide final figures based on their knowledge and experience, with confirmation from the local fire marshal.

The Committee recommends:

Ballroom- capacities as follows:
Round tables- seats 325
Rectangular tables- seats 468
Standing- 780 people
This should require approx. 7,800 sq.ft.

Meeting Room capacities as follows:
1 Meeting Room
Round tables- seats 150
Rectangular tables- seats 180
Standing- 300 people –
This should require approx. 3,000 sq.ft. Total
Large Meeting Room Can Be Divided into 2 Smaller Meeting Rooms with Movable Wall
Capacity of each smaller meeting room would be ½ of the capacity of the large meeting room.

Lecture Hall:
The Committee was very impressed with a lecture hall built into the Monahans facility. It was designed with theater seating and was very popular with tenants making presentations or educational seminars.
Since the DRCC was utilized by many local and area businesses for this type of event, we believe such a facility would be well utilized. Capacity should be approximately 50-75 people.

Location

The view of the lake was greatly appreciated by everyone we talked to and was the number one draw to hold or attend an event at DRCC. The Committee believes that is the most appealing location for any event, not only in the community, but anywhere in the region. We must take advantage of it. The new facility should be located at or very near its previous location, with every room having a view of the lake.

Parking

There is a desperate need for additional parking today. This will only get worse with a larger facility. The proximity of the tennis courts makes parking an even more serious problem during tennis events. It is our understanding that the BSISD bond proposal includes new tennis courts at the high school. If that is true, and if the bond passes, elimination of a number of the current tennis courts would provide additional parking. Also, additional parking could be gained to the west of the current facility, moving toward the SM Energy Pavilion. This would encroach on the area utilized each year by Trail of Lights and every effort should be made to accommodate that event. Council and the architect will need to make the final decision on how to provide adequate parking.

Layout

Certainly, this is the job of the architects/engineers that design the new facility. However, the Committee recommends the following considerations be included in the design:

- Enlarge the outdoor patio, extend it to the edge of the lake to provide a nice backdrop for all events, including those on the patio. The area between the facility and the lake should be finished with stone to get as close to the waterfront as possible. The design could incorporate the Rose Majors Walking Trail, which could be closed to traffic during outdoor events such as weddings.
- Include a full commercial Kitchen, as well as possibly smaller kitchens in meeting rooms to keep food cool and warm, not to cook. All the venues we visited said their full commercial kitchens were utilized often.
- Take full advantage of view of lake. As many rooms as possible (with the exception of the lecture hall) should have windows providing stunning views of the lake. Window coverings must be provided to darken the rooms when audio visual presentations would require such.
- Several venues we visited commented that events they were involved in really needed a larger stage in the ballroom.

Miscellaneous

Audio/visual infrastructure should be state of the art.

Tall ceilings in the ballrooms and meeting rooms we visited were very impressive. Low ceilings should be avoided.

Make sure we have plenty of bathrooms.

Make the design impressive as locals and visitors pass by on Hwy 87. A tall profile could make this a stunning structure from Hwy 87.

Consider a bathroom that can be dedicated to the use of one of the meeting rooms. Midland's design included a "green/get ready room" that was utilized by performers and brides to be. With a well-designed outdoor area overlooking the lake, we believe it will become a very popular wedding venue.

The ballroom should have concrete or other hard surface flooring. This avoids the need for a movable dance floor and eases maintenance.
Carpeting should be used in the lecture hall. The Committee was split on the flooring in the meeting rooms, **2** supported carpeting, **4** supported concrete or another hard surface.

Noise attenuating features were used in all newer facilities we visited.

A loading dock or area dedicated to loading/unloading should be incorporated in the design.

Food trucks are becoming more popular. A portion of the parking area should be designed for parking multiple food trucks during events.

Consideration should be given to providing office space for part-time (or full-time) occupancy by CVB staff or some other City personnel.

Locate bathrooms and other plumbing near exterior wall for ease of repairs.

Storage should be included in the ballroom and each meeting room so patrons can access chairs and tables to set up their space as they wish.

Conclusion

These recommendations are based not just on the opinions of the committee members, but on significant investigation of representative facilities in Big Spring and area communities, statistics relating to prior uses, and numerous conversations with citizens by the committee members. The Committee's final recommendation is to hire an **experienced architect**! We don't need someone learning how to design a conference center for our project.

It is our belief that a first-class center will enhance the lives of our citizens and increase tourism with visitors from regional businesses. The Committee hopes these recommendations prove useful to the City Council.

Drew Mouton, CVB President

Motion was made by Jeanie Knocke to accept the final report and Seconded by Zac Phinney and passed by unanimous vote by the Convention and Visitors Bureau Board, City of Big Spring April 17, 2024.

Memo

Meeting Date:	April 23, 2024
To:	Honorable Mayor Moore and City Council
From:	Cameron Walker, Contract Planner.
Subject:	Request for zone change approval on the following property: Being Blocks 19 and 22, Kentwood Addition (Unit 2) and a 7.180-acre tract out of Section 9, Block 32, T-1-N, T&P RR. Co. Survey, Howard County, TX. (Generally located on the extension of Joshua Drive between McDonald and Merrily Streets)
Contact:	Cameron Walker, Contract Planner, 432-349-5102

Analysis:

The property is currently undeveloped; however, a portion of the land area being requested for rezoning was previously platted as Blocks 19 and 22 of the Kentwood Addition (Unit 2). It is zoned SF-2, Single Family Dwelling District. The applicant and property owner is Big Spring Land, LP. They have requested a rezoning of the two platted blocks and a 7.180-acre tract of unplatted land out of Section 9, Block 32, T-1-S RR. Co. Survey, Howard County, TX to Planned Development for Housing in order that they may provide custom lots for residential use that accomplish three objectives as follows:

1. Additional lot coverage: 35% is allowed in the SF-2 District. Lot coverage refers to the amount of square footage that is under a building(s) roof on an individual lot. The request indicated in the zone change application is for a maximum lot coverage not to exceed 50%.
2. Minimum lot area would be 6,250 square feet; this is approximately 10% smaller than the required lot size in the SF-2 District.
3. Minimum lot width will be 50 feet; ten feet narrower than the SF-2 District requires.

This property is in an existing neighborhood. Lots are developed with single family residences. Moss Elementary School is nearby and another development known as Kentwood Addition (Unit 5) was recently developed. The zoning considerations requested by this applicant match the request for rezoning in the Kentwood Addition (Unit 5) approved in the fall of 2022.

Three letters were mailed by staff to neighboring property owners within 200' of the land parcel; the notification complies with state law and the city's zoning regulations. No letter of objection has been received. Staff recommended approval of the Planned Development for Housing Development at the Planning and Zoning Commission meeting on April 16, 2024. The Commission voted unanimously to recommend approval of the requested zone change which would require the land to have an underlying zoning of SF-2 except that the lots may have a minimum area of 6,250 SF; a minimum of 50' of lot width; and may permit a maximum of 50% lot coverage.

Attachments: Aerial map highlighting subject property, 200' notification boundary, zoning application.

Z24-01

CITY OF
Big Spring

Zone Change Application

General Information

- Prior to the submittal of an application, the applicant is encouraged to schedule a pre-application meeting with City Staff.
- This application will not be scheduled for hearing until reviewed by the Director of Public Works or designee.

Request Type

☐ Straight Zoning	☑ Planned Development	☐ PD Amendment	☐ Specific Use Permit - SUP

Applicant Information

☑ Property Owner	☐ Authorized Representative	☐ Project Manager

Authorized Representatives/Project Managers must provide a notarized affidavit required including signature of legal owner(s)

Name: B&W Joint Venture

Phone Number: 432-213-1357

Mailing Address: 701 E. 2nd Big Spring, TX. 79720

Email Address: Hocofeed@yahoo.com

Project Information

Name of Project *(if applicable)*: Kentwood Addition Unit#6

Subject Property Address and/or Location (*Use attachment, if necessary*):

Legal Description (*Use attachment, if necessary*):
Lt 14 Blk 19 Kentwood Addit. Unit# 5 a .21 acre tract out of Sec 9 Blk 32 T3 2

Current Zoning: SF-2	Requested Zoning: PD	Comprehensive Plan Designation:

Existing Use of Property:

Proposed Use of Property: Housing Single Family

I hereby certify that I am the owner or duly authorized agent of the owner for the purposes of this application. I further certify that I have read and examined this application and know the same to be true and correct. If any of the information provided on this application is incorrect, the permit or approval may be revoked.

Signature: [signature] Date: 3-28-24

OFFICE USE ONLY

Case Number: Z24-01	Date of Application: 4/1/24	Date Fee Received ($400.00) Fee $325.00 - SUP: $400.00
Affidavit attached?: ☐ Yes ☐ No ☐ N/A	P&Z Meeting Date: 4/16/24	
City Council 1st Reading Date: 4/23/24	City Council 2nd Reading Date:	

BIG SPRING
TEXAS

Planning and Zoning

310 Nolan St., Big Spring, Texas 79720 · Ph. 432-264-2319

March 28, 2024

ATTENTION PROPERTY OWNER

RE: NOTIFICATION OF A PUBLIC HEARING CONCERNING REQUEST FOR A REPLAT AND A ZONE CHANGE FROM ZONING DISTRICT SINGLE-FAMILY (SF-2) TO PLANNED DEVELOPMENT (PD) FOR A HOUSING DEVELOPMENT

The **Planning and Zoning Commission** will hold a **Public Hearing** on **Tuesday, April 16, 2024,** at **5:30 p.m.** to receive public comment and consider a request for a replat and a zone change:

Z24-01: Kentwood Addition Unit No. 6 being a replat of Blocks 19 and 22 of Kentwood Addition (Unit No. 2), and 7.180 acres out of Section No. 9, Block 32, T-1-S, T&P RR Co. Survey, Abstract No. 156, City of Big Spring, Howard County, TX., from SF-2, Single-Family Dwelling District to PD, Planned Development for a Housing Development.

Replat: Kentwood Addition Unit No. 6 being a replat of blocks 19 and 22 of Kentwood Addition (Unit No. 2), and 7.180 acres out of Section No. 9, Block 32, T-1-S, T&P RR Co. Survey, Abstract No. 156, City of Big Spring, Howard County, TX.

The **City of Big Spring City Council** will hold a **Public Hearing** on **Tuesday, April 23, 2024** at **5:30 p.m.** to receive public comment and consider a request for a replat and a zone change:

Z24-01: Kentwood Addition Unit No. 6 being a replat of Blocks 19 and 22 of Kentwood Addition (Unit No. 2), and 7.180 acres out of Section No. 9, Block 32, T-1-S, T&P RR Co. Survey, Abstract No. 156, City of Big Spring, Howard County, TX., from SF-2, Single-Family Dwelling District to PD, Planned Development for a Housing Development.

Replat: Kentwood Addition Unit No. 6 being a replat of blocks 19 and 22 of Kentwood Addition (Unit No. 2), and 7.180 acres out of Section No. 9, Block 32, T-1-S, T&P RR Co. Survey, Abstract No. 156, City of Big Spring, Howard County, TX.

You or your representative are invited to attend this Public Hearing, or you may complete the form at the bottom of this page and mail to City of Big Spring Planning Dept., 310 Nolan Street, Big Spring, Texas 79720, or call us at 432-264-2501.

Following this Public Hearing, the Planning and Zoning Commission will make a recommendation concerning this zone change to the City Council. The City Council will hold a second public hearing to consider the recommendation made by the Planning and Zoning Commission. You will be notified of the second public hearing when it is scheduled.

PLANNING & ZONING COMMISSION

Z24-01: Zoning District SF-2 to Planned Development (PD) Kentwood Addition Unit No. 6 being a replat of Blocks 19 and 22 of Kentwood Addition (Unit No. 2), and 7.180 acres out of Section No. 9, Block 32, T-1-S, T&P RR Co. Survey, Abstract No. 156, City of Big Spring, Howard County, TX., from SF-2, Single-Family Dwelling District to PD, Planned Development for a Housing Development.

I DO NOT OBJECT ☐ **I OBJECT** ☐

COMMENTS:

_____

_____

_____

_____

NAME: _____ **PHONE#** _____

ADDRESS: _____

_____
Signature

CITY OF BIG SPRING

Department of Public Works

FINAL PLAT APPLICATION

I. APPLICATION

Application is hereby made to the Big Spring Planning and Zoning Commission for approval of the following final plat:

1. Proposed Title of Final Plat: Kentwood Addition Unit #6
2. Legal Description of Plat (or see attached metes and bounds *on the accompanying CD*)

3. Owner Information:
   B & W Joint Venture (Name) — 432-213-1357 (Phone)
   701 E. 2nd Street (Address) — Big Spring, Texas 79720 (City, State, Zip)
4. Developer Information (if different from 3 above)
   (Name) — (Phone)
   (Address) — (City, State, Zip)
5. Representative Information:
   Steve Wolf (Name) — 432-213-1357 (Phone)
   701 E. 2nd Street (Address) — Big Spring, Texas 79720 (City, State, Zip)

II. SHORT FORM REQUEST

This is__ is not__ a request for the short form procedure. Submission of final plat for short form procedure shall occur at least fourteen (18) days prior to the scheduled Planning and Zoning Commission meeting.

III. FEES

Application Fee: One hundred fifty dollars ($200.00) [plats with four (4) or less lots one hundred and fifty dollars ($150.00)] for all subdivisions of fifty acres or less and one dollar ($1.00) for each acre or portion thereof, up to a maximum fee of two hundred fifty dollars ($300.00) for all subdivisions larger than fifty acres. Two hundred dollars ($250.00) for a residential replat.

$ 200.00

Recording Fee: Thirty dollars ($30.00) for plats which do not exceed 18" in the lesser dimension or 24" in the greater dimension or

$ 72.00

Thirty-five dollars ($35.00) for plats which exceed either dimension specified above.

$

TOTAL $ 272.00

IV. SUBMISSION INFORMATION

Submittal Deadline: Minimum 10 days (18 days for short form procedure, 18 days for plats requiring a public hearing) prior to the Planning Commission meeting at which action is desired. The Planning Commission generally meets on the first Tuesday of each month.

(Check items if submitted with this application form.)

		Rec'd By/Date For Office Use Only
1. Number of Copies: 18 prints and 1 original	_____	_____/_____
2. Performance Bond/Letter of Credit	_____	_____/_____
3. Tax Certificate	_____	_____/_____
4. Title Opinion	_____	_____/_____
5. Drainage plan submitted to Public Works Dept.	_____	_____/_____
6. Digital file or Conversion Fee ($50.00)	_____	_____/_____

This application authorizes the City Secretary to file the plat with the County Clerk for recording following approval. This application shall also authorize the filing of the associated documents which are approved by the Planning and Zoning Commission or City Council and shall authorize the City of Big Spring to reproduce from the plat, at the expense of the applicant, three film positives, sixteen direct prints for the City of Big Spring record files, and one direct print for each utility company franchised to provide service within the City of Big Spring. One additional film positive may be requested by the engineering firm at its expense.

ENGINEER: PLEASE INDICATE WHETHER YOU DESIRE A FILM POSITIVE ___YES ___NO
OR SEPIA___YES ___NO

The Final Plat shall be considered officially filed **only** when it has been received in the Public Works Office in **full compliance** with the provisions of the Subdivisions Regulations of the City of Big Spring.

NOTE: If property owner is to be represented by an authorized agent and said agent files and executes the application on behalf of the property owner, the agent should print the property owner's name and his own on the lines provided on page 1 and complete the affidavit below. *All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Big Spring.*

Bt W Joint Venture 3-28-24 By: _____
(PROPERTY OWNER) (DATE) (If applicable - see note)

STATE of TEXAS
COUNTY OF HOWARD

Before me, the undersigned authority, on this day personally appeared _____ who, being by me duly sworn, upon oath says: That he is authorized by _____, the owner of the above described property, to fully represent him in this application and that he has the legal right, power and authority to sign said owner's name hereto as his attorney in fact.

_____
(Signature of Affiant)

Subscribed and sworn to before me, by the said _____, this _____ day of _____,20__.
which witness my hand and seal of office

FOR OFFICE USE ONLY
Rec'd BY: _____ DATE: _____
RES REPLAT: YES _____ NO_____
ASSIGNED: _____
FOR: _____ ON: _____

_____
Notary Public, Midland County, Texas

****Application will not be considered for scheduling until reviewed by the Director of Public Works.****

A FINAL PLAT OF
KENTWOOD ADDITION UNIT NO. 6
BEING A REPLAT OF LOT NOS. 11-20, BLOCK 19 AND LOT NOS. 1-11 & PART OF 12, BLOCK 22 OF KENTWOOD ADDITION UNIT NO. 2, CITY OF BIG SPRING, HOWARD COUNTY, TEXAS

VICINITY MAP

DEVELOPER/SUBDIVIDER:
BIG SPRING LAND, LP
P.O. BOX 3428
BIG SPRING, TEXAS 79721

NORTH

GRAPHIC SCALE 1"=100'
100 0 100 200

METES & BOUNDS DESCRIPTION:

BEING a 7.248-acre tract of land, all of Lot Nos. 11-20, Block 19, and all of Lot Nos. 1-11 and a portion of Lot No. 12, Block 22, KENTWOOD Unit 2, an addition to the City of Big Spring, Howard County, Texas as shown on the plat of said addition recorded in Envelope 61B, Plat Records, Howard County, Texas, and said 7.248-acre tract being more particularly described in meters and bounds as follows:

BEGINNING at a found 1/2-inch rebar rod in the northerly right-of-way line of Merrily Drive (60' width), said point of beginning being the Southeast corner of KENTWOOD Unit 5, an addition to said City of Big Spring, Texas as shown on the plat of said addition recorded in Envelope 213/A, Plat Records, Howard County, Texas, and being the Southwest corner of said Lot No. 11, Block 19, KENTWOOD Unit 2.

THENCE North 11°41'46" West 229.02 feet to the beginning of a curve to the right;

THENCE along said curve to the right said arc length of 629.55 feet

THENCE North 88°52'46" East 221.71 feet to the beginning of a curve to the left...

THENCE along said curve to the left said arc length of 143.33 feet to the beginning of a non-tangent curve to the left....

THENCE along said non-tangent curve to the left, at 107.52 feet pass the south right-of-way line of said McDonald Drive, and continuing a total arc length of 802.97 feet to the end of said curve to the left, same being the beginning of a curve to the right...

THENCE along said curve to the right said arc length of 207.52 feet to the end of said curve

THENCE South 78° 03' 32" West 150.15 feet

THENCE South 78° 04' 12" West 60.01 feet

THENCE South 78°01'19" West 52.81 feet to the beginning of a non-tangent curve to the right....

THENCE along said curve to the right said arc length of 96.32 feet to said POINT OF BEGINNING and containing 7.248 acres of land.

PLAT NOTES:

1. AREA OF SUBDIVISION = 7.180 ACRES, AREA OF ALL PUBLIC R.O.W. DEDICATIONS IS 2.156 ACRES.
2. ALL STREET RIGHTS-OF-WAY AS SHOWN ON THIS PLAT ARE HEREBY DESIGNATED AS ACCESS, DRAINAGE, AND GENERAL UTILITY EASEMENTS.
3. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE 100-YEAR FLOODPLAIN ACCORDING TO HOWARD COUNTY FEMA FIRM MAP NO. 48227C0435C EFFECTIVE OCTOBER 6, 2010
4. NO LAND WITHIN THIS SUBDIVISION WILL BE DEDICATED FOR PARKS, OR OPEN SPACE.
5. THIS SUBDIVISION IS LOCATED ENTIRELY WITHIN THE CITY LIMITS OF THE CITY OF BIG SRPING, TEXAS
6. BUILDING SETBACK LINES SHALL COMPLY WITH CURRENT CITY OF BIG SPRING ZONING REGULATIONS.
7. WATER AND WASTEWATER SERVICE PROVIDED BY CITY OF BIG SPRING GAS SERVICES PROVIDED BY ATMOS ENERGY, ELECTRIC SERVICE PROVIDED BY ONCOR.
8. UPON COMPLETION OF THE SUBDIVISION STREETS, BURIED UTILITIES, AND FINAL GRADING, MONUMENTATION WILL BE SET AS FOLLOWS: CENTERLINE MARKERS ARE MAG-NAILS WITH WASHERS; LOT CORNERS ARE 1/2" REBAR RODS WITH PLASTIC CAPS STAMPED "J&M BOUNDARY"
9. IF OBSTACLES (FENCES, TRANSFORMERS, OPEN TRENCHES, ETC.) ARE ENCOUNTERED DURING THE COURSE OF SETTING MONUMENTATION, THOSE AFFECTED LOT CORNERS WILL BE SET AT AN OFFSET ALONG THEIR RESPECTIVE LOT LINES AT A WHOLE FOOT INTERVAL BETWEEN 1 AND 6 FEET. SURVEYOR WILL SET SAID OFFSET AS CLOSE AS PRACTICAL TO ACTUAL LOT CORNER AND WILL KEEP RECORD OF THE FINAL STAKED LOCATION

BASIS OF BEARINGS:

BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH REFERENCING THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD 83 AS DETERMINED FROM GPS SURVEY DATA. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF 1.000142119.

FINISHED FLOOR ELEVATION:

ALL FINISHED FLOOR ELEVATIONS SHALL BE 18" MINIMUM ABOVE THE HIGHEST ADJACENT STREET CURB AND 12" MINIMUM ABOVE THE HIGHEST ADJACENT GROUND ELEVATION.

LINE TABLE

LINE NO.	BEARING	LENGTH
L1	S78°03'43"W	210.14'
L2	S78°01'10"W	52.81'
L3	N11°41'46"W	229.02'

BLOCK 19

LOT AREA TABLE

LOT NO	AREA (SQ.FT.)	AREA (ACRES)	PERI-METER
15	11,134	0.256	438.85'
16	7,824	0.175	383.31'
17	7,380	0.169	384.74'
18	6,926	0.159	371.73'
19	6,911	0.159	367.44'
20	6,904	0.159	366.22'
21	6,904	0.159	366.22'
22	6,904	0.159	366.22'
23	6,904	0.159	366.22'
24	6,904	0.159	366.22'
25	6,904	0.159	366.22'
26	6,904	0.159	366.22'
27	6,904	0.159	366.22'
28	8,408	0.193	389.37'

BLOCK 22

LOT AREA TABLE

LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERI-METER
101	10,140	0.233	447.54'
102	8,439	0.194	427.09'
103	8,451	0.194	427.50'
104	8,416	0.193	426.26'
105	8,334	0.191	423.35'
106	8,206	0.188	418.76'
107	8,032	0.184	412.57'
108	7,814	0.179	404.71'
109	7,552	0.173	395.23'
110	7,079	0.163	381.77'
111	6,818	0.157	371.57'
112	6,765	0.155	386.53'
113	6,698	0.154	383.38'
114	7,226	0.166	371.35'

CURVE TABLE

CURVE NO	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C1	143.33'	3950.00'	2°04'44"	71.67'	N88°08'05"E	143.32'
C2	695.45'	3950.00'	10°05'18"	348.83'	S8°27'43"E	694.55'
C3	167.53'	2385.00'	4°01'28"	83.80'	S13°14'01"E	167.49'
C4	60.00'	2175.00'	1°34'50"	30.00'	N11°57'19"W	60.00'
C5	96.32'	360.00'	15°19'45"	48.45'	S85°28'25"W	96.03'
C6	629.55'	2085.00'	17°18'00"	317.19'	N8°35'03"W	627.16'
C7	67.94'	2085.00'	1°52'02"	33.97'	N3°03'42"W	67.94'
C8	54.82'	2085.00'	1°30'23"	27.41'	N4°44'55"W	54.82'
C9	54.82'	2085.00'	1°30'23"	27.41'	N6°15'18"W	54.82'
C10	54.82'	2085.00'	1°30'23"	27.41'	N7°45'41"W	54.82'
C11	54.82'	2085.00'	1°30'23"	27.41'	N9°16'04"W	54.82'
C12	54.82'	2085.00'	1°30'23"	27.41'	N10°46'26"W	54.82'
C13	54.82'	2085.00'	1°30'23"	27.41'	N12°16'51"W	54.82'
C14	54.82'	2085.00'	1°30'23"	27.41'	N13°47'14"W	54.82'
C15	54.82'	2085.00'	1°30'23"	27.41'	N15°17'37"W	54.82'
C16	43.20'	2085.00'	1°11'14"	21.60'	N16°38'25"W	43.20'
C17	82.18'	2175.00'	2°09'52"	41.09'	S13°49'40"E	82.18'
C18	54.90'	2175.00'	1°26'47"	27.45'	S15°37'50"E	54.90'
C19	54.68'	2175.00'	1°26'25"	27.34'	S17°04'35"E	54.68'
C20	21.52'	2175.00'	0°34'01"	10.76'	S18°04'48"E	21.52'
C21	29.88'	1955.00'	0°52'32"	14.94'	S17°59'28"E	29.88'

CURVE TABLE

CURVE NO	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C22	51.40'	1955.00'	1°30'23"	25.70'	S16°48'00"E	51.40'
C23	51.40'	1955.00'	1°30'23"	25.70'	S15°17'37"E	51.40'
C24	51.40'	1955.00'	1°30'23"	25.70'	S13°47'14"E	51.40'
C25	51.40'	1955.00'	1°30'23"	25.70'	S12°16'51"E	51.40'
C26	51.40'	1955.00'	1°30'23"	25.70'	S10°46'28"E	51.40'
C27	51.40'	1955.00'	1°30'23"	25.70'	S9°16'04"E	51.40'
C28	51.40'	1955.00'	1°30'23"	25.70'	S7°45'41"E	51.40'
C29	51.40'	1955.00'	1°30'23"	25.70'	S6°15'18"E	51.40'
C30	51.40'	1955.00'	1°30'23"	25.70'	S4°44'55"E	51.40'
C31	61.40'	1955.00'	1°47'58"	30.70'	S3°05'44"E	61.40'
C32	67.49'	1895.00'	2°02'26"	33.75'	S3°15'02"E	67.49'
C33	54.65'	1895.00'	1°39'08"	27.33'	S5°05'49"E	54.65'
C34	54.66'	1895.00'	1°39'09"	27.33'	S6°44'58"E	54.66'
C35	54.63'	1895.00'	1°39'06"	27.32'	S8°24'05"E	54.63'
C36	54.56'	1895.00'	1°38'58"	27.28'	S10°03'07"E	54.56'
C37	54.45'	1895.00'	1°38'47"	27.23'	S11°42'00"E	54.45'
C38	54.30'	1895.00'	1°38'30"	27.15'	S13°20'38"E	54.30'
C39	54.11'	1895.00'	1°38'10"	27.06'	S14°58'59"E	54.11'
C40	53.89'	1895.00'	1°37'46"	26.95'	S16°36'57"E	53.89'
C41	33.08'	1895.00'	0°59'58"	16.53'	S17°55'49"E	33.08'
C42	18.94'	2235.00'	0°29'04"	9.47'	S18°08'50"E	18.94'

CURVE TABLE

CURVE NO.	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
C43	50.00'	2235.00'	1°16'55"	25.00'	S17°17'21"E	50.00'
C44	50.00'	2235.00'	1°16'56"	25.00'	S16°00'27"E	50.00'
C45	50.00'	2235.00'	1°16'55"	25.00'	S14°43'32"E	50.00'
C46	53.09'	2235.00'	1°21'40"	26.55'	S13°24'15"E	53.09'
C47	57.98'	2365.00'	1°24'15"	28.98'	N13°22'15"W	57.98'
C48	48.71'	2365.00'	1°10'49"	24.36'	N14°39'47"W	48.71'
C49	4.20'	3970.00'	0°03'38"	2.10'	N13°28'47"W	4.20'
C50	53.02'	3970.00'	0°45'54"	26.51'	N13°04'01"W	53.02'
C51	51.11'	3970.00'	0°44'16"	25.56'	N12°16'56"W	51.11'
C52	51.17'	3970.00'	0°44'19"	25.59'	N11°34'38"W	51.17'
C53	50.00'	3970.00'	0°43'18"	25.00'	N10°50'50"W	50.00'
C54	50.00'	3970.00'	0°43'18"	25.00'	N10°07'32"W	50.00'
C55	50.00'	3970.00'	0°43'18"	25.00'	N9°24'15"W	50.00'
C56	50.00'	3970.00'	0°43'18"	25.00'	N8°40'57"W	50.00'
C57	50.00'	3970.00'	0°43'18"	25.00'	N7°57'38"W	50.00'
C58	50.00'	3970.00'	0°43'18"	25.00'	N7°14'21"W	50.00'
C59	50.00'	3970.00'	0°43'18"	25.00'	N6°31'03"W	50.00'
C60	50.00'	3970.00'	0°43'18"	25.00'	N5°47'46"W	50.00'
C61	60.00'	3970.00'	0°51'57"	30.00'	N5°00'08"W	60.00'
C62	120.45'	4030.00'	1°47'52"	85.23'	S88°18'20"W	120.44'

PLANNING AND ZONING COMMISSION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BIG SPRING, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION

DATE ________ CHAIRMAN

ATTEST ________ SECRETARY

COUNTY CLERK

I CERTIFY THAT THE SUBDIVISION PLAT DESCRIBED HEREIN WAS FILED FOR RECORD ON

DATE ________ ENVELOPE

COUNTY CLERK ________ HOWARD COUNTY TEXAS

DEPUTY

DIRECTOR OF PUBLIC WORKS

I, THE UNDERSIGNED, DIRECTOR OF PUBLIC WORKS OF THE CITY OF BIG SPRING, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE CITY OF BIG SPRING AND HEREBY RECOMMEND APPROVAL.

DATE ________ DIRECTOR OF PUBLIC WORKS

OWNER'S CERTIFICATE AND DEDICATION

THE UNDERSIGNED MANAGER OF THE HEREINAFTER DESCRIBED REAL PROPERTY HAS CAUSED SUCH PROPERTY TO BE SURVEYED AND PLATTED AND TO BE SUBDIVIDED INTO BLOCKS, LOTS, STREETS AND ALLEYS UNDER THE NAME OF

A FINAL PLAT OF
KENTWOOD ADDITION UNIT NO. 6
BEING A REPLAT OF LOT NOS 11-20, BLOCK 19 AND LOT NOS. 1-11 & PART OF 12, BLOCK 22 OF KENTWOOD ADDITION UNIT NO. 2,
CITY OF BIG SPRING,
HOWARD COUNTY, TEXAS

AS SHOWN ON THE ATTACHED PLAT AND DO HEREBY DEDICATE TO THE PUBLIC FOREVER FOR ALL PUBLIC PURPOSES THE STREETS, ALLEYS, LANES, EASEMENTS, PARKS AND OTHER PUBLIC LANDS SHOWN THEREON. THE LANDS INCLUDED WITHIN SUCH PLAT OR SUBDIVISION ARE DESCRIBED BY METES AND BOUNDS AS FOLLOWS

SEE ATTACHED METES & BOUNDS DESCRIPTION

EXECUTED THIS ________ DAY OF ________ A.D. 2024

[SIGNER NAME]
[ENTITY NAME]

ACKNOWLEDGEMENT

THE STATE OF TEXAS:
COUNTY OF HOWARD:

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID COUNTY AND STATE ON THIS DAY PERSONALLY APPEARED

[SIGNER NAME]

KNOWN TO ME TO BE THE PERSON AND MANAGER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME WAS THE ACT OF THE SAID

[ENTITY NAME]

A LIMITED LIABILITY CORPORATION, AND THAT HE EXECUTED THE SAME AS THE ACT OF SUCH CORPORATION FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE ________ DAY OF ________ A.D. 2024

NOTARY PUBLIC ________ HOWARD COUNTY TEXAS

GENERAL NOTES

ACREAGE 7.180 ACRES

SCALE 7.180 ACRES SMALLEST LOT 7.180 ACRES ACRES LARGEST LOT 7.180 ACRES ACRES

LOT WIDTH MIN 7.180 ACRES MAX 7.180 ACRES LOT DEPTH MIN 7.180 ACRES MAX 7.180 ACRES

CONCRETE MONUMENT FOUND (SYMBOL) CENTERLINE MARKER SET (SYMBOL)

SURVEYOR CERTIFICATE AND PLAT DESCRIPTION

CERTIFICATION

I HEREBY CERTIFY THAT THE PLAT SUBMITTED HEREWITH REPRESENTS A TRUE SURVEY MADE BY THE UNDERSIGNED OR UNDER MY SUPERVISION ON THE GROUND AND THAT PERMANENT MARKERS AND MONUMENTS HAVE BEEN SET AS INDICATED ON THE PLAT AND IN ACCORDANCE WITH THE "SUBDIVISION REGULATIONS" OF THE CITY OF BIG SPRING, TEXAS

PLAT DESCRIPTION:

A FINAL PLAT OF
KENTWOOD ADDITION UNIT NO. 6
BEING A REPLAT OF LOT NOS. 11-20, BLOCK 19 AND LOT NOS. 1-11 & PART OF 12, BLOCK 22 OF KENTWOOD ADDITION UNIT NO. 2,
CITY OF BIG SPRING,
HOWARD COUNTY, TEXAS

PRELIMINARY
This document shall not be recorded for any purpose.

SIGNATURE

MARK T. BROWN
(PRINT)
REGISTERED PROFESSIONAL LAND SURVEYOR

APRIL 5, 2024
DATE

JACOB MARTIN
TBPELS FIRM # 10194493
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1925 FORT WORTH HIGHWAY
WEATHERFORD, TX 76086
817-594-9880
4920 S. LOOP 289, STE 104
LUBBOCK, TX 79414
806-368-6375

X:\CM The B&W Joint Venture\21520 - Kentwood Addition Plat and Lot Pins - The B&W Joint Venture\Surveying\Exhibits\Plats\Final\Archive\21520-Final Plat-Mark K.dwg

1510 W 1ST

Code Compliance Official: Ashley Guerra

Exhibit B-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1510 W 1ST

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 **1510 W 1ST**, 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 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

Crystal Ramirez
Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Exhibit B-2

Property Details

Account		
Property ID:	277742	**Geographic ID:** B2460001400
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	1510 W 1ST	
Map ID:		**Mapsco:**
Legal Description:	LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015	
Abstract/Subdivision:		
Neighborhood:	LKVW	
Owner		
Owner ID:	429030	
Name:	ALLEN NOEL	
Agent:		
Mailing Address:	1600 BLUEBIRD ST BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$219 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$6,160 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$6,379 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$6,379 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$6,379
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: ALLEN NOEL **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	$6,379	$6,379	$13.31	
02B	CITY OF BIG SPRING	0.636039	$6,379	$6,379	$40.57	
03B	BIG SPRING ISD	0.763200	$6,379	$6,379	$48.68	
052	HOWARD COLLEGE	0.154789	$6,379	$6,379	$9.87	
ZZZ	CREDIT	0.000000	$0	$0	$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: $112.43

Estimated Taxes Without Exemptions: $112.43

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1510 W 1ST 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 15 day of April, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit B-3

CASE NOTES

Report Run On: Friday, 22 March 2024 14:06

Case # 24-00000181 **Parcel # :** 277742

Site Address: 1510 W 1ST

Case Description: SUBSTANDARD BUILDING

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		WENT BACK FOR REINSPECTION ON 3-2124 NO PROGESS HAS BEEN MADE AND NO CONTACT HAS BEEN MADE .	Ashley Guerra	03/21/24	
GENERAL		SENT TO LEGAL ON 3-22-24	Ashley Guerra	03/21/24	
GENERAL		SENT OUT NOTICE OF VIOLATION ON MARCH 5 2024	Ashley Guerra	03/05/24	
GENERAL		TOOK PHOTOS ON MARCH 4 2024	Ashley Guerra	03/04/24	
CORRECTIVE ACTION		THERE IS A SUBSTANDARD MOBILE HOME ON THE PROPERTY THAT NEEDS TO BE REMOVED	Ashley Guerra	03/04/24	

STATE OF TEXAS §
§
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 March, 21st, 2024, I inspected the property described as:

> LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015 Big Spring, Howard County, Texas, also known as **1510 W 1ST**, Big Spring, Texas.

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

SIGNED on the 15 day of April, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit B-4

March 21 2024 11:28 AM

March 21, 2024 11:29 AM

March 21, 2024 11:29 AM

March 04 2024 3:07 PM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

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

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

SIGNED on the 15 day of April, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit B-5

City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

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

3-5-24

NOTICE OF VIOLATION

24-00000181

ALLEN NOEL
1600 BLUEBIRD ST
BIG SPRING, TX 79720

Subject Property: 1510 W 1ST , BIG SPRING, TX 00000
APN: 277742

Dear ALLEN NOEL

Municipal Code	Description	Corrective Action

SUBSTANDARD STRUCTURE	304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	THERE IS A SUBSTANDARD MOBILE HOME ON THE PROPERTY THAT NEEDS TO BE REMOVED DEADLINE FOR COMPLIANCE (7) SEVEN DAYS FROM THE DATE OF MAILING 3-5-24

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

Case number: 24-00000181

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

April 3, 2024

Noel Allen
1600 Bluebird St.
Big Spring, Texas 79720

Noel Allen
1510 W. 1st St.
Big Spring, Texas 79720

Noel Allen
4730 Auburn Rd., #69
Salem, Oregon 97301

***Re:* 1510 W 1ST, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015, Howard County

Big Spring Code Compliance has determined that at the following structure(s): MANUFACTURED HOME 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	The structure was abandoned and constitutes an attractive nuisance. Hazardous condition.

building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	

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 MANUFACTURED HOME STRUCTURE.

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

Issued by

Ashley Guerra	Code Compliance Official
Name	*Title*
+1 (432) 264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE. Failure to take the corrective action regarding the nuisance(s) by the prescribed deadline(s) may result in a complaint (a criminal charge, Class C Misdemeanor) sworn against you in the Municipal Court of Big Spring alleging the violation. A person found guilty may be convicted by the Court and fined. Each day that a violation continues after due

notice has been served is deemed a separate offense. A convicted person may appeal their case to Howard County Court. This punishment is separate from and in addition to any abatement action that the City may perform and cannot result in a lien.

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, April 23, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

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

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

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

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

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

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

or equitable relief.

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

Sincerely,

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

7022 2410 0001 1024 3814

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

1510 W 1ST
FINAL NOTICE
SUB. STRUCTURE

Sent To Noel Allen

Street and Apt. No., or PO Box No. 1600 Bluebird St.

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

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3838

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

1510 W 1ST
FINAL NOTICE
SUB. STRUCTURE.

Sent To Noel Allen

Street and Apt. No., or PO Box No. 4730 Auburn Rd., #69

City, State, ZIP+4® Salem, Oregon 97301

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3821

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

1510 W 1ST
FINAL NOTICE
SUB. STRUCTURE

Sent To Noel Allen

Street and Apt. No., or PO Box No. 1510 W 1ST St.

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

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243814

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:24 pm on April 5, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
April 5, 2024, 12:24 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243838

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was picked up at the post office at 12:57 pm on April 9, 2024 in SALEM, OR 97301.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

SALEM, OR 97301
April 9, 2024, 12:57 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243821

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was returned to the sender on April 5, 2024 at 12:14 pm in BIG SPRING, TX 79720 because of an incorrect address.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Alert

No Such Number

BIG SPRING, TX 79720
April 5, 2024, 12:14 pm

Out for Delivery

BIG SPRING, TX 79720
April 5, 2024, 8:00 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

USPS Tracking Plus®

Product Information

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Noel Allen
4730 Auburn Rd., #69
Salem, Oregon 97301

9590 9402 8250 3094 9431 99

2. Article Number (Transfer from service label)

7022 2410 0001 1024 3838

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [redacted]

☐ Agent
☑ Addressee

B. Received by (Printed Name) | C. Date of Delivery

N S Allen | 4/9/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☑ No

USPS-SALEM
APR 9 2023
SALEM OR 97301

3. Service Type

- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Noel Allen
1600 Bluebird St.
Big Spring, Texas 79720

9590 9402 8250 3094 9431 75

2. Article Number (Transfer from service label)

7022 2410 0001 1024 3814

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for April 23, 2024, attached as **Exhibit B-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on April, 12th, 2024."

SIGNED on the 15 day of April, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit B-6

BIG SPRING
TEXAS

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 **APRIL 23RD, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4th ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

2002 ALABAMA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 28 MONTICELLO #7 IRR 554 ACQ 122109 BLK/TRACT 28 – OWNER: LILY LEDESMA

1510 W 1ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015 – OWNER: NOEL ALLEN

2507 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES – OWNER: R T JOHNSON

706 NW 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 7 BAUER 50X130 708 ACQ 031506 BLK/TRACT 7 0.149 ACRES – OWNER: LIONEL PEREZ & JUANA PEREZ

2508 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015 – OWNER: NORA GARCIA

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

April 12, 2024 9:21 AM

2507 PEACH

Code Compliance Official: Ashley Guerra

Exhibit C-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 2507 PEACH

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 **2507 PEACH**, 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 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Notary Public, State of Texas

Exhibit C-2

Property Details

Account		
Property ID:	282881	**Geographic ID:** B4170000600
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	2507 PEACH	
Map ID:		**Mapsco:**
Legal Description:	LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	SNST	
Owner		
Owner ID:	439299	
Name:	JOHNSON R T	
Agent:		
Mailing Address:	2417 AYLESWORTH STREET PLAINVIEW, TX 79072	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$8,521 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$2,200 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$10,721 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$10,721 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$10,721
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: JOHNSON R T **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	$10,721	$10,721	$22.38	
02B	CITY OF BIG SPRING	0.636039	$10,721	$10,721	$68.19	
03B	BIG SPRING ISD	0.763200	$10,721	$10,721	$81.82	
052	HOWARD COLLEGE	0.154789	$10,721	$10,721	$16.59	
ZZZ	CREDIT	0.000000	$0	$0	$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: $188.98

Estimated Taxes Without Exemptions: $188.98

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
2507 PEACH 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 15 day of April, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit C-3

CASE NOTES

Report Run On: Friday, 22 March 2024 09:39

Case # 24-00000075 **Parcel # :** 282881

Site Address: 2507 PEACH

Case Description: SUBSTANDARD STRUCTURE

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		WENT BACK FOR A REINSPECT NO PROGRESS HAS BEEN MADE 3-21-24	Ashley Guerra	03/21/24	
GENERAL		SENT TO LEGAL ON 3-22-24	Ashley Guerra	03/21/24	
CORRECTIVE ACTION		THERE ARE TWO STRUCTURES ON PROPERTY THAT NEED TO BE BROUGHT DOWN ,BOTH OF HE STRUCTURES ARE DANGEROUS TO THE NABORHOOD	Ashley Guerra	03/11/24	
PHOTOS		SEVERVED A WARRENT ON 3-7-24 TO SEE HOW MANY STUCTURES WHERE ON PROPERTY SO I CAN GET NOTICE OF VIOLATION SENT OUT	Ashley Guerra	03/11/24	
GENERAL		SENT OUT NOTICE OF VIOLATION ON MARCH 11 2024	Ashley Guerra	03/11/24	
SITE VISIT		DUE TO A COMPLAINT DROVE BY AND NOTICED A SUBSTANDARD STRUCTURE ON FEB-7-2024	Ashley Guerra	02/07/24	
GENERAL		GOING TO GET A SEARCH WARRANT TO DETERMINE HOW MANY STRUCTURES .	Ashley Guerra	02/07/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA

"With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On February, 7th, 2024, and March, 7th, 2024, and March, 21st, 2024, I inspected the property described as:

> LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES Big Spring, Howard County, Texas, also known as **2507 PEACH**, Big Spring, Texas.

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

SIGNED on the 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Notary Public, State of Texas

Exhibit C-4

Case # 24-00000073

Case # 24-00000075

February 07, 2024 2:51 PM

Case # 24-00000075

Case # 24-00000075

Case # 00000075

February 07, 2024 2:52 PM

Case# 24-00000075

March 07, 2024 3:07 PM

24-00000075

STATE OF TEXAS, §

CITY OF BIG SPRING §

HOWARD COUNTY §

THE STATE OF TEXAS to any Fire Marshal, Health Officer, or Code Enforcement Officer of the City of Big Spring, Howard County, Texas, who has responsibility for the inspection of any specified premises to determine the presence of a fire or health hazard or unsafe building condition or a violation of any fire, health, or building regulation, statute, or ordinance in the territorial limits of the City of Big Spring, Texas:

WHEREAS, the affiant whose signature is affixed to the affidavit supporting the issuance of this warrant is a Code Enforcement Official under the laws of the State of Texas and did therefore this day subscribe and swear to said affidavit before me, which affidavit is attached hereto and incorporated herein by reference for all purposes, and whereas I find that the verified facts and information contained therein and stated by affiant are sufficient to establish probable cause for the issuance of this warrant.

NOW THEREFORE, you are hereby commanded to enter upon and search the suspected place and premises described in said affidavit and to there determine the presence of fire or health hazards, unsafe building conditions or violations of any fire, health, or building regulation, statute, or ordinance of the City of Big Spring or the State of Texas, and in particular, to determine the presence of fire hazards, unsafe conditions, unsantiary conditions, diapidation, decay, deamage and the like in violation of said regulation, statute, or ordinance.

Herein fail not but have you then and there execute this warrant within three (3) days, exclusive of the day of issuance and exclusive of the day of execution, with your return showing how you executed same.

ISSUED at 11:32 o'clock (a.m.) (p.m.), on this 5th day of March, 2024 to

M Haynes
Howard County Magistrate

M Haynes
Magistrate's Printed or Typewritten Name

OFFICER'S RETURN

Came to hand the 5th day of March, 2024 at 11:32 o'clock A.m. and executed on the ____ day of March, 2024 at 3:00 o'clock P.m. by Jacob Lees Code Officer

(Fire Marshal) (Health Officer) (Code Enforcement Officer)

March 07, 2024 3:07 PM

24-00000075

24-00000075

March 07, 2024 3:02 PM

March 07, 2024 3:02 PM

March 07, 2024 3:02 PM

24-00000075
March 07, 2024 3:02 PM

24-00056075

24-00000075
March 07, 2024 3:03 PM

24-00000075

24-00000075

24-00000075

Case # 24-00000075

Case # 24-00000075

Case # 24-00000075

Case # 24-00000075

Case # 24-00000075

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

"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 15 day of April, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit C-5

City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

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

3-11-24

NOTICE OF VIOLATION

24-00000075

JOHNSON R T
2417 AYLESWORTH STREET
PLAINVIEW, TX 79072

Subject Property: 2507 PEACH , BIG SPRING, TX 00000
APN: 282881

Dear JOHNSON R T

Municipal Code	Description	Corrective Action

SUBSTANDARD STRUCTURE	304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	THERE ARE TWO STRUCTURES ON PROPERTY THAT NEED TO BE BROUGHT DOWN ,BOTH OF HE STRUCTURES ARE DANGEROUS TO THE NABORHOOD deadline for compliance (7) seven days from the date of mailing 3-11-24

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

Case number: 24-00000075

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

April 3, 2024

Estate of R. T. Johnson
2417 Aylesworth St.
Plainview, Texas 79072

Katrina Faye Harris
6435 FM 603
Clyde, Texas 79510

Katrina Faye Blaine & Estate of R. T. Johnson
2507 Peach St.
Big Spring, Texas 79720

Kevin D. Maxwell
703 E. 13th St.
Big Spring, Texas 79720

Kevin Dale Maxwell
P.O. Box 63
Sumatra, Montana 59083

Patsye Ruth Goodwin
1199 Struss Lane
Columbus, Texas 78934

***Re:* 2507 PEACH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES, Howard County

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

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

Corrective Action Sought by Code Compliance

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

DEMOLITION OR REPAIR

of MAIN STRUCTURE AND REAR SHED STRUCTURE.

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

Issued by

Ashley Guerra	Code Compliance Official
Name	*Title*
+1 (432) 264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, April 23, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

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

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

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

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

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

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

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

Sincerely,

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

7022 2410 0001 1024 3654

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Postmark Here: 4/3/2024 2507 PEACH FINAL NOTICE SUB. STRUCTURE

Sent To: Estate of R. T. Johnson

Street and Apt. No., or PO Box No.: 2417 Aylesworth St.

City, State, ZIP+4®: Plainview, Texas 79072

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3685

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Postmark Here: 4/3/2024 2507 PEACH FINAL NOTICE SUB. STRUCTURE

Sent To: Katrina Faye Harris

Street and Apt. No., or PO Box No.: 6435 FM 603

City, State, ZIP+4®: Clyde, Texas 79510

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3661

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Postmark Here: 4/3/2024 2507 PEACH FINAL NOTICE SUB. STRUCTURE

Sent To: Katrina Faye Blaine & Estate of R.T. Johnson

Street and Apt. No., or PO Box No.: 2507 Peach

City, State, ZIP+4®: Big Spring, Texas 79720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3692

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Postmark Here: 4/3/2024 2507 PEACH FINAL NOTICE SUB. STRUCTURE

Sent To: Kevin D. Maxwell

Street and Apt. No., or PO Box No.: 703 E. 13th Street

City, State, ZIP+4®: Big Spring, Texas 79720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3678

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Postmark Here: 4/3/2024 2507 Peach FINAL NOTICE SUB. STRUCTURE

Sent To: Kevin Dale Maxwell

Street and Apt. No., or PO Box No.: P.O. Box 63

City, State, ZIP+4®: Sumatra, Montana 59083

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3708

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee $

Extra Services & Fees (check box, add fee as appropriate)
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage $

Total Postage and Fees $

Postmark Here: 4/3/2024 2507 PEACH FINAL NOTICE SUB. STRUCTURE

Sent To: Patsye Ruth Goodwin

Street and Apt. No., or PO Box No.: 1199 Struss Lane

City, State, ZIP+4®: Colombus, Texas 78934

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243654

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item arrived at our USPS facility in MIDLAND TX DISTRIBUTION CENTER on April 17, 2024 at 11:57 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Moving Through Network

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
April 17, 2024, 11:57 pm

In Transit to Next Facility
April 16, 2024

Arrived at USPS Regional Facility
COPPELL TX DISTRIBUTION CENTER
April 11, 2024, 3:37 am

No Such Number
PLAINVIEW, TX 79072
April 5, 2024, 11:21 am

Departed USPS Regional Facility
AMARILLO TX DISTRIBUTION CENTER
April 4, 2024, 10:13 pm

Arrived at USPS Regional Facility

AMARILLO TX DISTRIBUTION CENTER
April 4, 2024, 1:37 pm

Arrived at USPS Regional Facility
MIDLAND TX DISTRIBUTION CENTER
April 3, 2024, 9:42 pm

Hide Tracking History

What Do USPS Tracking Statuses Mean? **(https://faq.usps.com/s/article/Where-is-my-package)**

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243685

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was picked up at the post office at 12:22 pm on April 8, 2024 in CLYDE, TX 79510.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

CLYDE, TX 79510
April 8, 2024, 12:22 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243661

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was returned to the sender on April 4, 2024 at 11:18 am in BIG SPRING, TX 79720 because of an incorrect address.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Alert

No Such Number

BIG SPRING, TX 79720
April 4, 2024, 11:18 am

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
April 3, 2024, 9:41 pm

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243692

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

This is a reminder to arrange for redelivery of your item or your item will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivery Attempt

Reminder to Schedule Redelivery of your item

April 9, 2024

Notice Left (No Authorized Recipient Available)

BIG SPRING, TX 79720
April 4, 2024, 2:05 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243678

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was picked up at a postal facility at 8:27 am on April 10, 2024 in SUMATRA, MT 59083.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

SUMATRA, MT 59083
April 10, 2024, 8:27 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243708

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was picked up at the post office at 10:05 am on April 8, 2024 in COLUMBUS, TX 78934.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

COLUMBUS, TX 78934
April 8, 2024, 10:05 am

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Katrina Faye Harris
6435 FM 603
Clyde, Texas 79510

9590 9402 8250 3094 9430 38

2. Article Number *(Transfer from service label)*

7022 2410 0001 1024 3685

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [redacted]

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
4/8/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
00)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Patsye Ruth Goodwin
1199 Struss Lane
Colombus, Texas 78934

9590 9402 8250 3094 9430 52

2. Article Number *(Transfer from service label)*

7022 2410 0001 1024 3708

COMPLETE THIS SECTION ON DELIVERY

A. Signature [redacted]

X [redacted]

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
Patsye Goodwin

C. Date of Delivery
4/8/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Mail Restricted Delivery
00)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for April 23, 2024, attached as **Exhibit C-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on April, 12th, 2024."

SIGNED on the 15 day of April, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13270924-1

Notary Public, State of Texas

Exhibit C-6

BIG SPRING
TEXAS

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 **APRIL 23RD, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

2002 ALABAMA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 28 MONTICELLO #7 IRR 554 ACQ 122109 BLK/TRACT 28 – OWNER: LILY LEDESMA

1510 W 1ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015 – OWNER: NOEL ALLEN

2507 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES – OWNER: R T JOHNSON

706 NW 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 7 BAUER 50X130 708 ACQ 031506 BLK/TRACT 7 0.149 ACRES – OWNER: LIONEL PEREZ & JUANA PEREZ

2508 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015 – OWNER: NORA GARCIA

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

April 12, 2024 9:26 AM

706 NW 5TH

Code Compliance Official: Ashley Guerra

Exhibit D-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 706 NW 5TH

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 **706 NW 5TH**, 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 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

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

Crystal Ramirez
Notary Public, State of Texas

Exhibit D-2

Property Details

Account		
Property ID:	276928	**Geographic ID:** B2280006800
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	706 NW 5TH	
Map ID:		**Mapsco:**
Legal Description:	LT 4 BK 7 BAUER 50X130 708 ACQ 031506 BLK/TRACT 7 0.149 ACRES	
Abstract/Subdivision:		
Neighborhood:	BAUR	
Owner		
Owner ID:	6299	
Name:	PEREZ LIONEL & PEREZ JUANA	
Agent:		
Mailing Address:	706 NW 5TH BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$28,421 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$2,200 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)

Market Value:	$30,621 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$30,621 (=)
Homestead Cap Loss:	$9,995 (-)
Assessed Value:	$20,626
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: PEREZ LIONEL & PEREZ JUANA **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	$30,621	$15,626	$32.61	
02B	CITY OF BIG SPRING	0.636039	$30,621	$15,626	$99.39	
03B	BIG SPRING ISD	0.763200	$30,621	$0	$0.00	
052	HOWARD COLLEGE	0.154789	$30,621	$15,626	$24.19	
ZZZ	CREDIT	0.000000	$0	$0	$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: $156.19

Estimated Taxes Without Exemptions: $539.77

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
706 NW 5TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 15 day of April, 2024.

Ashley Gra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Notary Public, State of Texas

Exhibit D-3

CASE NOTES

Report Run On: Friday, 22 March 2024 09:22

Case # 24-00000103 **Parcel # :** 276928

Site Address: 706 NW 5TH

Case Description: substandard building

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		WENT BACK FOR A REINSPECT ON 3-21-24	Ashley Guerra	03/21/24	
GENERAL		SENT TO LEGAL ON 3-22-24	Ashley Guerra	03/21/24	
PHONE CALL		lionel perez called [redacted] on 3-1-24 for a extention until march 15-2024	Ashley Guerra	03/05/24	
GENERAL		sent out notice of violation on 2-28-24	Ashley Guerra	02/28/24	
SITE VISIT		was driving in the area noticed a substandard building	Ashley Guerra	02/27/24	
GENERAL		photos taken on 2-27-24	Ashley Guerra	02/27/24	
CORRECTIVE ACTION		there is a substandard building that is dangerous on you property that needs to be brought down	Ashley Guerra	02/27/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA

"With regard to the photographs in **Exhibits D-4** I am familiar with and recognize the scene depicted in the photographs. On February, 27th, 2024 and March, 21st, 2024, I inspected the property described as:

> LT 4 BK 7 BAUER 50X130 708 ACQ 031506 BLK/TRACT 7 0.149 ACRES Big Spring, Howard County, Texas, also known as **706 NW 5TH**, Big Spring, Texas.

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

SIGNED on the 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Notary Public, State of Texas

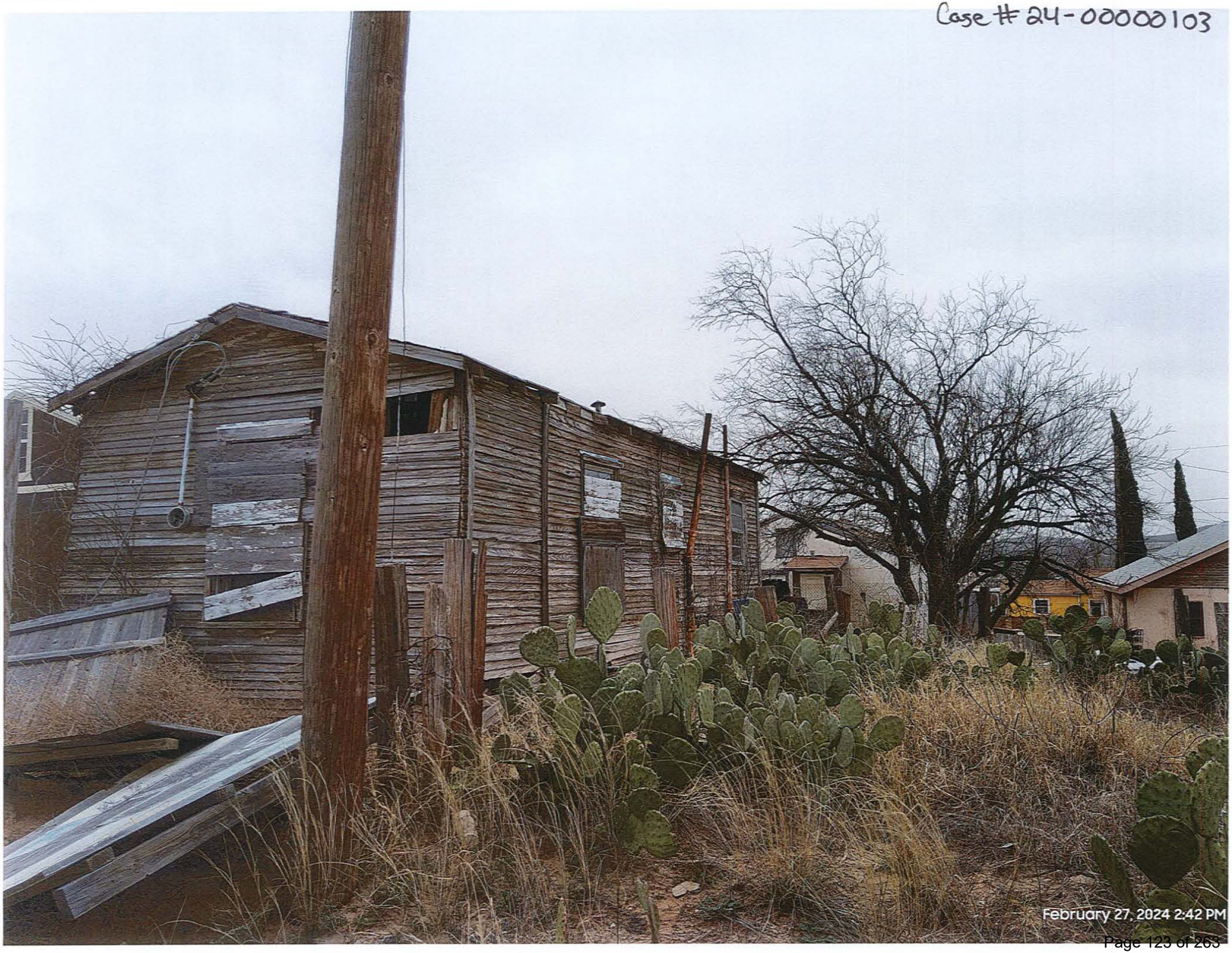
Exhibit D-4

Case # 24-00000103

Case # 24-00000103

February 27, 2024 2:42 PM

Case # 24-00000103

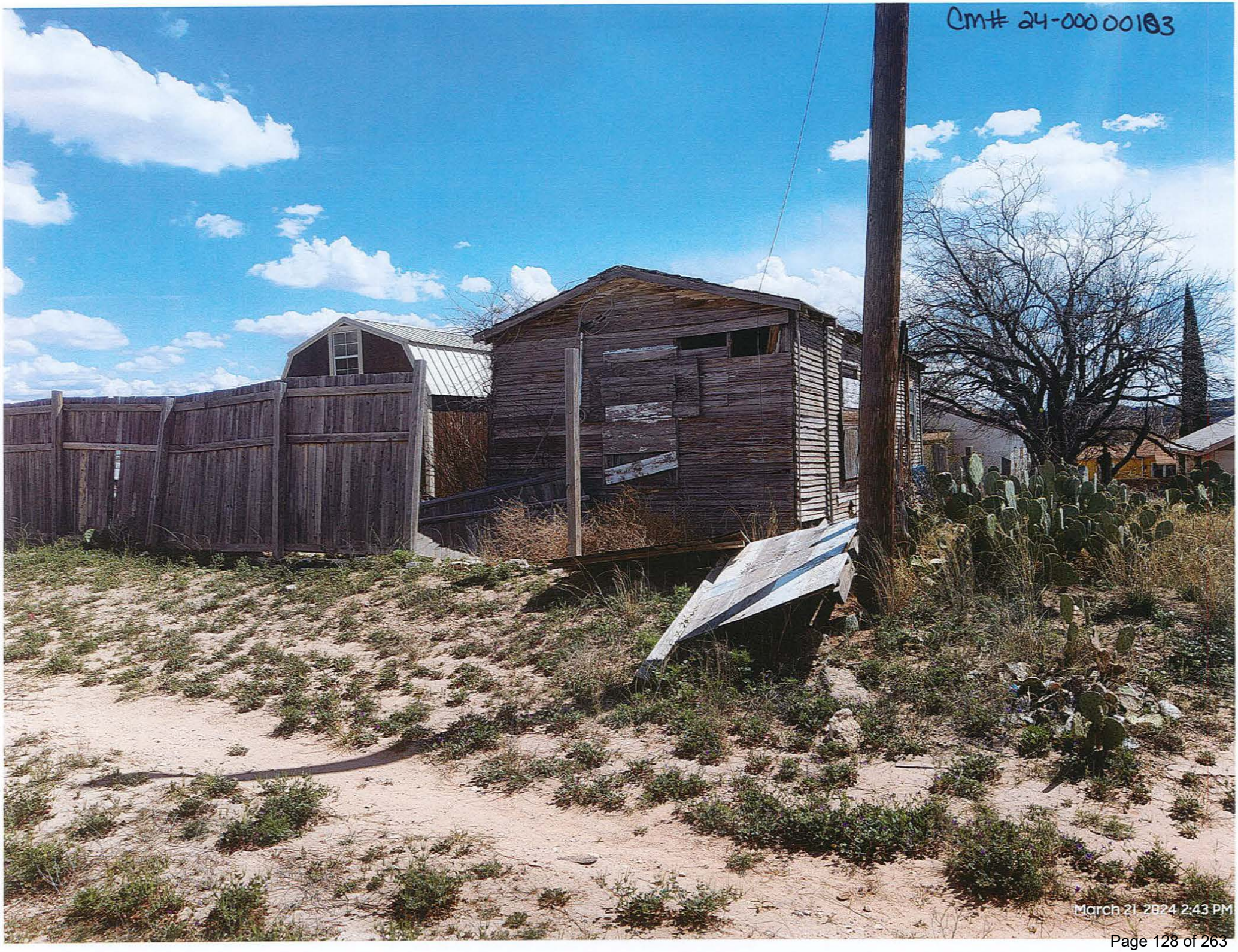


Case # 24-00000103

Cm#24-00000103
March 21, 2024 2:42 PM

Cm# 24-00000103

CM# 24-00000103


Cm# 24-00000103
March 21 2024 2:43 PM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

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

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

SIGNED on the 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Notary Public, State of Texas

Exhibit D-5

City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

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

2-28-24

NOTICE OF VIOLATION

24-00000103

PEREZ LIONEL & PEREZ JUANA
706 NW 5TH
BIG SPRING, TX 79720

Subject Property: 706 NW 5TH , BIG SPRING, TX 00000
APN: 276928

Dear PEREZ LIONEL & PEREZ JUANA

Municipal Code	Description	Corrective Action

SUBSTANDARD STRUCTURE	304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	there is a substandard building that is dangerous on you property that needs to be brought down DEADLINE FOR COMPLIANCE (7) SEVEN DAYS FROM THE DATE OF MAILING 2-28-24

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

Case number: 24-00000103

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

April 3, 2024

Lionel Perez & Juana Perez
706 NW 5th St.
Big Spring, Texas 79720

Lionel Perez & Juana Perez
709 NW 5th St.
Big Spring, Texas 79720

Lionel Perez
705 NW 5th St.
Big Spring, Texas 79720

***Re:* 706 NW 5TH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LT 4 BK 7 BAUER 50X130 708 ACQ 031506
BLK/TRACT 7 0.149 ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 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	The building is neglected, damaged, dilapidated, and unsecured so as to constitute an attractive nuisance . Hazardous condition.

persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.	

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 REAR STRUCTURE.

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

Issued by

Ashley Guerra	Code Compliance Official
Name	*Title*
+1 (432) 264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

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

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE. This proceeding is held before a hearing board (either City Council or the Board of Adjustment and Appeals). The hearing board will review the case and rule on the City's request to abate the nuisance. If so ordered by the hearing board, the City will abate the nuisance and send you

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, April 23, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

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

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

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

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

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

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

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

Sincerely,

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

7022 2410 0001 1024 3753

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

706 NW 5TH
FINAL NOTICE
SUB. STRUCTURE

Sent To Lionel Perez & Juana Perez
Street and Apt. No., or PO Box No. 706 NW 5th St.
City, State, ZIP+4® Big Spring, Texas 79720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3760

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

706 NW 5th,
FINAL NOTICE
SUB. STRUCTURE

Sent To Lionel Perez & Juana Perez
Street and Apt. No., or PO Box No. 709 NW 5th St.
City, State, ZIP+4® Big Spring, Texas 79720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3777

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

706 NW 5th
FINAL NOTICE
SUB. STRUCTURE

Sent To Lionel Perez
Street and Apt. No., or PO Box No. 705 NW 5th St.
City, State, ZIP+4® Big Spring, Texas 79720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243753

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was picked up at a postal facility at 2:07 pm on April 5, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

BIG SPRING, TX 79720
April 5, 2024, 2:07 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Feedback

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

Track Another Package

Enter tracking or barcode numbers

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243760

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 3:47 pm on April 5, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
April 5, 2024, 3:47 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

Track Another Package

Enter tracking or barcode numbers

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lionel Perez & Juana Perez
709 NW 5th St.
Big Spring, Texas 79720

9590 9402 8250 3094 9431 20

2. Article Number *(Transfer from service label)*

7022 2410 0001 1024 3760

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [redacted]

☐ Agent
☐ Addressee

B. [redacted]

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery
00)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lionel Perez & Juana Perez
706 NW 5th St.
Big Spring, Texas 79720

9590 9402 8250 3094 9431 13

2. Article Number *(Transfer from service label)*

7022 2410 0001 1024 3753

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [redacted]

☐ Agent
☑ Addressee

B. Received by *(Printed Name)*

Lionel Perez

C. Date of Delivery

4/5/24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☑ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery
00)

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for April 23, 2024, attached as **Exhibit D-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on April, 12th, 2024."

SIGNED on the 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

Crystal Ramirez
Notary Public, State of Texas

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739924-1

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 132739924-1

Exhibit D-6

BIG SPRING
TEXAS

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 **APRIL 23RD, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

2002 ALABAMA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 28 MONTICELLO #7 IRR 554 ACQ 122109 BLK/TRACT 28 – OWNER: LILY LEDESMA

1510 W 1ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015 – OWNER: NOEL ALLEN

2507 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES – OWNER: R T JOHNSON

706 NW 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 7 BAUER 50X130 708 ACQ 031506 BLK/TRACT 7 0.149 ACRES – OWNER: LIONEL PEREZ & JUANA PEREZ

2508 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015 – OWNER: NORA GARCIA

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

April 12, 2024 9:36 AM

2508 PEACH

Code Compliance Official: Ashley Guerra

Exhibit E-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 2508 PEACH

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 **2508 PEACH**, 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 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit E-2

Property Details

Account		
Property ID:	282886	**Geographic ID:** B4170001200
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	2508 PEACH	
Map ID:		**Mapsco:**
Legal Description:	LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015	
Abstract/Subdivision:		
Neighborhood:	SNST	
Owner		
Owner ID:	439023	
Name:	GARCIA NORA	
Agent:		
Mailing Address:	13000 FM 2601 MOODY, TX 76557	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$3,571 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$0 (+)
Land Non-Homesite Value:	$2,200 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$5,771 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$5,771 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$5,771
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: GARCIA NORA **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.208716	$5,771	$5,771	$12.05	
02B	CITY OF BIG SPRING	0.636039	$5,771	$5,771	$36.71	
03B	BIG SPRING ISD	0.763200	$5,771	$5,771	$44.04	
052	HOWARD COLLEGE	0.154789	$5,771	$5,771	$8.93	
ZZZ	CREDIT	0.000000	$0	$0	$0.00	

Total Tax Rate: 1.762744

Estimated Taxes With Exemptions: $101.73

Estimated Taxes Without Exemptions: $101.73

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
2508 PEACH CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Notary Public, State of Texas

Exhibit E-3

CASE NOTES

Report Run On: Friday, 22 March 2024 08:45

Case # 24-00000081 **Parcel # :** 282886

Site Address: 2508 PEACH

Case Description: substandard trailer house

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		WENT BACK FOR REINSPECT NO PROGRESS HAS BEEN MADE 3-21-24	Ashley Guerra	03/21/24	
GENERAL		SENT TO LEGAL ON 3-22-24	Ashley Guerra	03/21/24	
GENERAL		charles watts and nora called in on 2-27-24 for a extention untill march 8th phone number [redacted] stated he sold it and dont know why it hasnt been moved if it isnt moved within the next week he will have it knocked down and halled off	Ashley Guerra	02/27/24	
GENERAL		sent a notice of violation on Feb, 22 2024	Ashley Guerra	02/22/24	
CORRECTIVE ACTION		Drove by and noticed a substandard structure that is dangerous and needs to be brought down . Deadline for compliance is (7) seven days from the date of mailing 2-22-24	Ashley Guerra	02/22/24	
GENERAL		drove by on feb-7-2024 and noticed a substandard trailer home	Ashley Guerra	02/07/24	
PHOTOS		photos taken on Feb,7 2024	Ashley Guerra	02/07/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA

"With regard to the photographs in **Exhibits E-4** I am familiar with and recognize the scene depicted in the photographs. On February, 7th, 2024 and March, 21st, 2024, I inspected the property described as:

> LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015 Big Spring, Howard County, Texas, also known as **2508 PEACH**, Big Spring, Texas.

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

SIGNED on the 15 day of April, 2024.

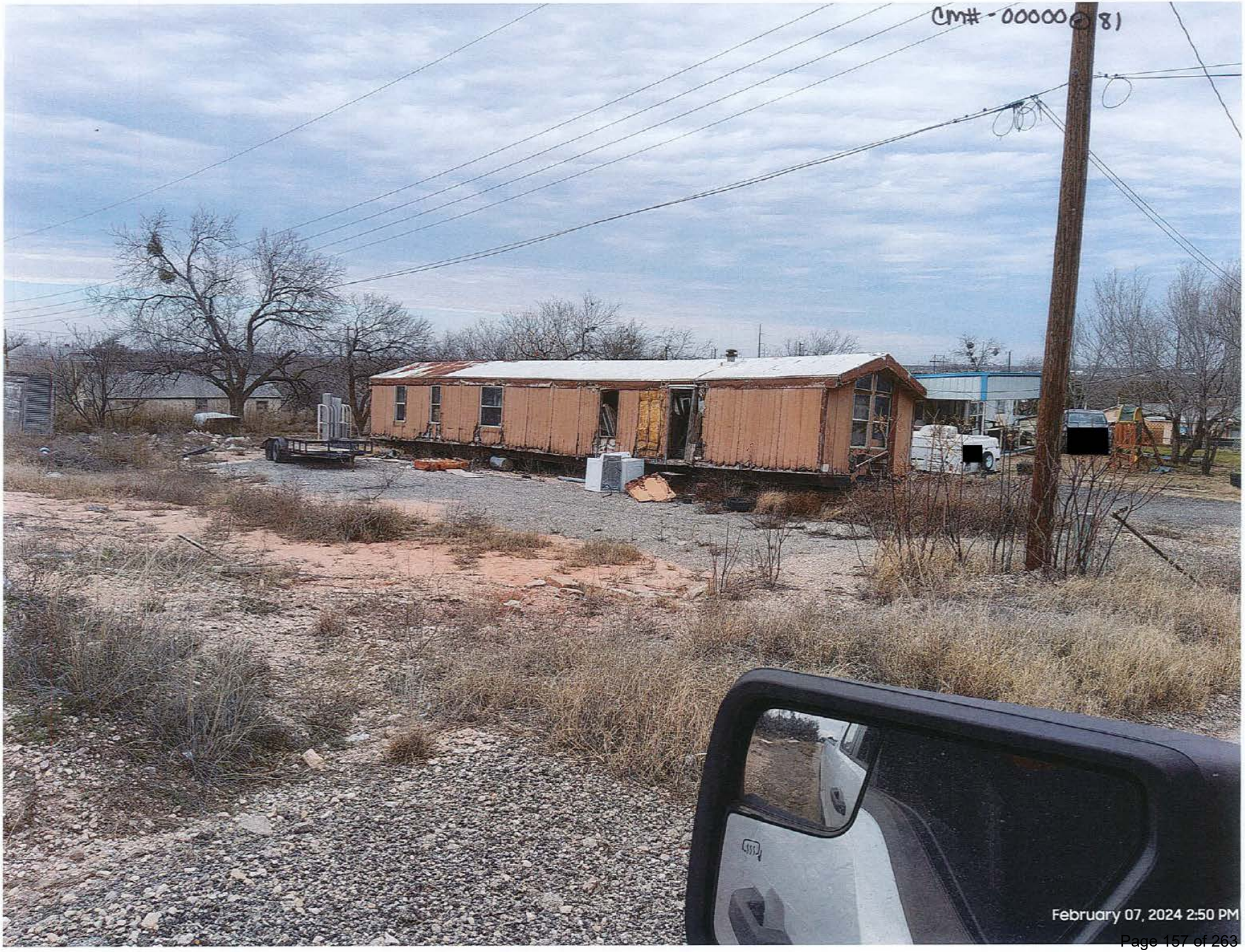
Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

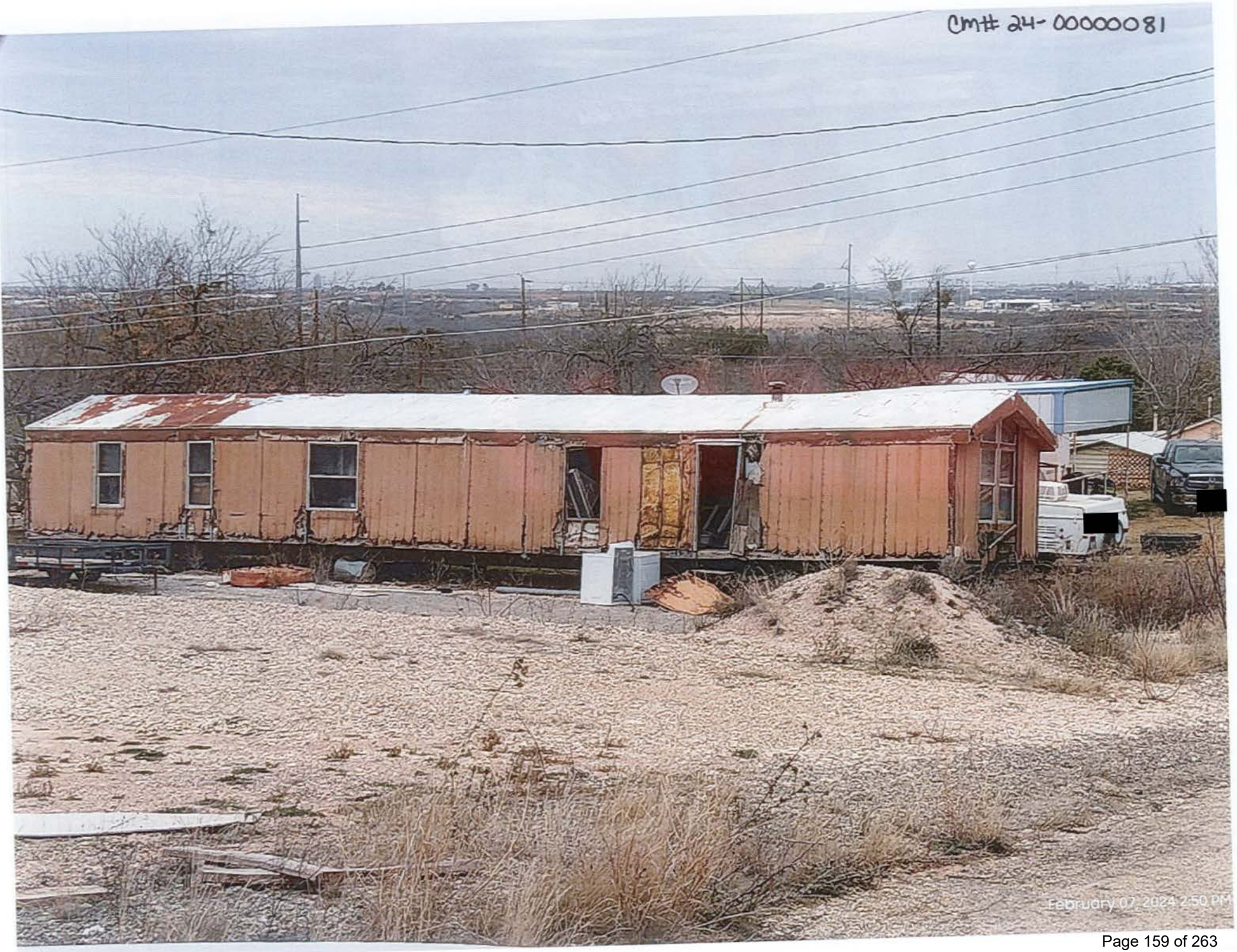
Crystal Ramirez
Notary Public, State of Texas

Exhibit E-4


CM# - 00000081
February 07, 2024 2:50 PM

Cm# 24-00000081

CM# 24-00000081



Cm# 24-00000081

CM#24-00000081

CM#24-00000081

Cm# 24-000000 81

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

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

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

SIGNED on the 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Notary Public, State of Texas

Exhibit E-5

City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

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

2-22-24

NOTICE OF VIOLATION

24-00000081

GARCIA NORA
13000 FM 2601
MOODY, TX 76557

Subject Property: 2508 PEACH , BIG SPRING, TX 00000
APN: 282886

Dear GARCIA NORA

Municipal Code	Description	Corrective Action

SUBSTANDARD STRUCTURE	304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	Drove by and noticed a substandard structure that is dangerous and needs to be brought down . Deadline for compliance (7) seven days from the date of mailing . 2-22-24

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

Case number: 24-00000081

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

April 3, 2024

Nora Garcia
13000 FM 2601
Moody, Texas 76557

Nora Garcia
2508 Peach St.
Big Spring, Texas 79720

Weldon Joe Nix
2508 Peach St.
Big Spring, Texas 79720

***Re:* 2508 PEACH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015, Howard County

Big Spring Code Compliance has determined that at the following structure(s): SUBSTANDARD MANUFACTURED HOME, 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	The structure was abandoned and constitutes an attractive nuisance. Hazardous condition.

persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	

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 SUBSTANDARD MANUFACTURED HOME.

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

Issued by

Ashley Guerra	Code Compliance Official
Name	*Title*
+1 (432) 264-2505	aguerra@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

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

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, April 23, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;

4. To impeach any witness regardless of which party first called him to testify;

5. To rebut the evidence against him;

6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

Section C-9.02 (c) The City Attorney shall present the case for the City. If the City Attorney

is recused or disqualified, the City Manager shall determine who shall present the case for the City.

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

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

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

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

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

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

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

Sincerely,

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

7022 2410 0001 1024 3784

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

2508 PEACH
FINAL NOTICE
SUB-STRUCTURE

Sent To Nora Garcia
Street and Apt. No., or PO Box No. 13000 FM 2601
City, State, ZIP+4® Moody, Texas 76557

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3791

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

2508 PEACH
FINAL NOTICE
SUB-STRUCTURE

Sent To Nora Garcia
Street and Apt. No., or PO Box No. 2508 Peach St
City, State, ZIP+4® Big Spring, Texas 79720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7022 2410 0001 1024 3807

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

4/3/2024

Postmark Here

2508 PEACH
FINAL NOTICE
SUB. STRUCTURE

Sent To Weldon Joe Nix
Street and Apt. No., or PO Box No. 2508 Peach St.
City, State, ZIP+4® Big Spring, Texas 79720

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243784

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 12:16 pm on April 6, 2024 in MOODY, TX 76557.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Delivered

Delivered, Left with Individual

MOODY, TX 76557
April 6, 2024, 12:16 pm

See All Tracking History

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Track Another Package

Enter tracking or barcode numbers

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243791

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was returned to the sender on April 4, 2024 at 11:18 am in BIG SPRING, TX 79720 because of an incorrect address.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Alert

No Such Number

BIG SPRING, TX 79720
April 4, 2024, 11:18 am

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
April 3, 2024, 9:41 pm

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

USPS Tracking®

FAQs >

Remove X

Tracking Number:

70222410000110243807

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was returned to the sender on April 5, 2024 at 11:07 am in BIG SPRING, TX 79720 because of an incorrect address.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Feedback

Alert

No Such Number

BIG SPRING, TX 79720
April 5, 2024, 11:07 am

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
April 4, 2024, 5:49 pm

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates ∨

USPS Tracking Plus® ∨

Product Information ∨

See Less ∧

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for April 23, 2024, attached as **Exhibit E-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on April, 12th, 2024."

SIGNED on the 15 day of April, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 15 day of April, 2024 by the above referenced Affiant.

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273924-1

Crystal Ramirez
Notary Public, State of Texas

Exhibit E-6

BIG SPRING
TEXAS

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 **APRIL 23RD, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

2002 ALABAMA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 28 MONTICELLO #7 IRR 554 ACQ 122109 BLK/TRACT 28 – OWNER: LILY LEDESMA

1510 W 1ST, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 2-4 BK 4 BROWN 150X130 212 211 210 0.447 ACRES ACQ 06052015 – OWNER: NOEL ALLEN

2507 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 2 LINCOLN 50X140 640 0.161 ACRES – OWNER: R T JOHNSON

706 NW 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 7 BAUER 50X130 708 ACQ 031506 BLK/TRACT 7 0.149 ACRES – OWNER: LIONEL PEREZ & JUANA PEREZ

2508 PEACH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 3 LINCOLN 50X140 631 BLK/TRACT 3 0.161 ACRES ACQ 10212015 – OWNER: NORA GARCIA

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

April 12, 2024 9:27 AM

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, April 9, 2024, with the following members present in person:

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

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
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

Walter McCall, Vincent Baptist Church, gave the invocation.

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

Mayor Moore led the Pledge of Allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

One citizen spoke regarding a complaint against the Police Department and City Staff.

Announcements, Presentations and Public Hearings

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

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

NAYS: None **0**

MOTION PASSED

Presentation and Acceptance of the Big Spring Economic Development Corporation's Financial Statement for Year Ended September 30, 2023 by Bolinger, Segar, Gilbert & Moss L.L.P.

Presentation and Acceptance of the Comprehensive Annual Financial Report for Year Ended September 30, 2023 by Bolinger, Segar, Gilbert & Moss L.L.P.

David Copeland with Bolinger, Segar, Gilbert & Moss presented the above captioned Annual Financial Reports for the Big Spring Economic Development Corporation and the City of Big Spring. Councilmembers accepted the above captioned reports. No action was necessary.

Public Hearing Concerning Abatements of Public Nuisances
Each public hearing listed below was presented to the Council with an abatement order and pictures. No comments were made by the public regarding the below listed properties.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 507 N DOUGLAS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 12 BK 7 BAUER 50X140 712 ACQ 122602 0.161 ACRES – OWNER: ALICIA V BADILLO

MOTION WAS MADE BY Mayor Pro Tem Ornelas to approve the above captioned abatement order for the property of 507 N. Douglas, seconded by Council Member Yanez.

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

NAYS: None **0**

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 112 E 13TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/2 OF LT 6 & LT 7 BK 8 MCDOWELL HEIGHTS 75X140 225 ACQ 03072016 BLK/TRACT 32 1S 0.241 ACRES – OWNER: EDWARD ASH

MOTION WAS MADE BY Council Member Smith to approve the above captioned abatement order for the property of 112 E. 13th St., seconded by Council Member McDonald.

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

NAYS: None **0**

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1610 W 3RD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: PART N/115 OF LT 1 BK 9 BROWN 50X118 449 BLK/TRACT 49 0.132 ACRES – OWNER: ESTHER HUGHES

MOTION WAS MADE BY Council Member McDonald to approve the above captioned abatement order for the property of 1610 W. 3rd St., seconded by Council Member Smith.

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

NAYS: None **0**

ABSTAIN: Council Member Hughes **1**

MOTION PASSED

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

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

NAYS: None **0**

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 4 - April 17th
- Seasonal Jobs Open - Aquatic Center, Golf Crs., Parks & Sports Complex
- Blowout at the Bunker

Todd Darden, City Manager, reported on the above captioned items as follows: Large Item Pickup for Dist. 4 will be on April 17, 2024; The above listed seasonal jobs are now open; and the Blowout at the Bunker was a very successful event

Consent Items

Mayor Pro Tem Ornelas and Council Member Tompkins requested a few of the consent items to be voted on separately as follows:

Approval of the City Council Minutes of the Regular Meeting of March 26, 2024.

Acknowledge Receipt of the Convention and Visitors Bureau Board Minutes for the Regular Meeting of February 21, 2024

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

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith	**6**
NAYS: None	**0**
ABSTAIN: Mayor Pro Tem Ornelas	**1**

MOTION PASSED

Final Reading of an Ordinance Amending Chapter 46 of the Big Spring City Code Entitled "Streets, Sidewalks and Other Public Places," Article V "Street Names and Building Numbers," Division 2 "Renaming Streets" Section 46-235 by Amending Subsection (c) to Summarily Deny Repetitive Street Name Petitions for Two Years after City Council Denies the Same Requested Change; Amending Subsection (d) to Clarify that a Street Name Change Petition that Fails Cannot be Reconsidered Unless a New Petition is Submitted; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining that the Meetings at Which the Ordinance was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date

MOTION WAS MADE BY Council Member Tompkins to amend the ordinance by a one (1) year period instead of a two (2) year period, seconded by Council Member Hughes.

YEAS: Council Member Hughes, Council Member Tompkins, Council Member Smith	**3**
NAYS: Mayor Moore, Mayor Pro Tem Ornelas, Council Member Yanez, Council Member McDonald	**4**

MOTION FAILED

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

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

NAYS:0 **0**

MOTION PASSED

Final Reading of an Ordinance Amending Chapter 2, Section 2-57 of the Big Spring City Code by Establishing Classifications and Number of Positions for the Fire Department Pursuant to Section 143.021, Texas Local Government Code; Providing for Repeal of Conflicting Ordinance; Providing a Severability Clause; Finding and Determining that the Meeting at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Publication; and Providing for an Effective Date

After a brief discussion,

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

YEAS: Mayor Moore, Council Member McDonald, Council Member Tompkins, Council Member Smith **4**

NAYS: Mayor Pro Tem Ornelas, Council Member Yanez, Council Member Hughes **3**

MOTION PASSED

Final Reading of an Ordinance Establishing the Fire Department Pay Scale Effective April 14, 2024, in Accordance with Chapter 143 of the Texas Local Government Code; Providing for the Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date.

Final Reading of an Ordinance Establishing the Pay Schedule for Classified Positions Within the Police Department Effective April 14, 2024; Providing for Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date

Final Reading of a Resolution Authorizing the Police Chief to Execute on Behalf of Said City, Education Reimbursement Agreements with New or Recently Hired Employees Who have Paid for Their Own Police Academy Tuition and Fees and Received Certification as a Result; and Requiring that the Employee Reimburse the City for Such Payments if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment

Final Reading of a Resolution Authorizing the Fire Chief to Execute on Behalf of Said City, Education Reimbursement Agreements with New or Recently Hired Employees

Who have Paid for Their Own Fire Academy Tuition and Fees and Received Certification as a Result; and Requiring that the Employee Reimburse the City for Such Payments if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment

Final Reading of a Resolution Authorizing the Fire Chief to Execute on Behalf of Said City, Education Reimbursement Agreements with New or Recently Hired Employees who Have Paid for Their Own Emergency Medical Technician (EMT) Training Tuition and Fees and Received Certification as a Result; and Requiring that the Employee Reimburse the City for Such Payments if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment

Final Reading of a Resolution Authorizing the City Manager to Execute on Behalf of Said City, Relocation Incentive Agreements with Newly Hired Police and Fire Recruits and Requiring that the Employee Reimburse the City of Such Payments and Collection Costs if He or She Voluntarily Terminates Employment Prior to the Completion of Three Years of Employment

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

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

NAYS: None **0**

MOTION PASSED

Vouchers

Vouchers for 03/28/24 $ 1,079,565.15

Council Member Hughes reviewed the above captioned vouchers.

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

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

NAYS: None **0**

MOTION PASSED

Vouchers for 04/04/24 $ 621,154.77

Council Member McDonald reviewed the above captioned vouchers.

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

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

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

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for the Lead Service Line Inventory Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes awarding the above captioned bid to Core & Main in the amount of $395,880.00, seconded by Council Member Tompkins.

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

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Award a Contract for Engineering and Design Services to Include Construction Administration for Airport Striping and Marking and Future Scope Projects at McMahon-Wrinkle Airport and Authorizing the City Manager or his Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes awarding the above captioned contract to Woolpert Inc., seconded by Council Member Smith

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

NAYS: None **0**

MOTION PASSED

New Business

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

City Council acknowledged receipt of the above captioned claims report.

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 Subscribing to Software that will Ensure Compliance with GASB 87 and 96, for the Management of Leases and Software Subscriptions; Providing for Severability; Providing for Publication; and Providing 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, Council Member Hughes, Council Member McDonald, Council Member Tompkins, Council Member Smith **7**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Chapter 36 of the Big Spring City Code "Nuisances," Article IV "Abandoned, Inoperative Or Junked Motor Vehicles" to Define as Nuisances Junked Trailers and Junked RV Trailers, and to Abate Them as Junked Vehicles; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance Was Discussed Were Open to the Public as Required by Law; and Providing an Effective Date.

After a brief discussion, no motion was made for the above captioned ordinance. The ordinance dies due to a lack of motion.

Consideration and Possible Action to Amend City Contract C 103-2023 with ABS Winds USA LLC for Building 75 and Associated Acreage at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents

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

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

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action on a Consultant Agreement with Corral Environmental Consulting, L.L.C. for the Following Projects: Asbestos Abatement on the Old Texan Building and Asbestos Abatement & Domolition on the Industrial Park Building #42

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

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

NAYS: None **0**

MOTION PASSED

Council Input

Input

Mayor Pro Tem Ornelas reminded everyone that early voting starts on April 22nd for the City Council General Election and encouraged citizens to vote
Council Member Yanez asked if the city website could be updated regarding rentals
Mayor Moore announced where the early voting will be held and also each location of the voting centers on Election Day May 4, 2024

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person.
Mayor Moore adjourned into executive session at 7:01 p.m.

Reconvene into Open Session and Take any Necessary Action on Executive Session Items
Mayor Moore reconvened into open session at 7:29 p.m. No action was taken.

Adjourn
Mayor Moore adjourned the City Council meeting at 7:32 p.m.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, March 19, 2024, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, March 19, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on March 14, 2024, to Board of Directors, the news media, and duly posted on March 14, 2024, by Teresa Morris in compliance with the Open Meetings Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, March 19, 2024, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Consideration/Action to Approve the Minutes of the February 20, 2024, Regular Meeting and March 4, 2024 Special Meeting, Directors Report, Board Comment, and Adjourn".

Directors Present:
Ms. Anna Scott- President
Mr. Cody Williams- Vice President
Mr. Joel De La Garza- Secretary/Treasurer
Mr. Kevin Armstrong

Directors Absent:
Mr. Raul Benavides
Mr. Brent Strande

Staff Present:
Mr. Mark Willis,
Ms. Teresa Morris

Guests that signed in:

AGENDA ITEM #1 – Call to Order:
Ms. Scott called the meeting to order at 5:15 p.m.

ACTION ITEM #2- Public Comment:
None

AGENDA ITEM #3- Consideration/Action to Approve Minutes of the February 20, 2024, Regular Meeting and March 4, 2024, Special Meeting:
Ms. Scott presented the Minutes. The motion to approve the Minutes was made by Mr. Williams, seconded by Mr. De La Garza. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Directors Report:
Mr. Willis presented the Economic Indicator Report as well as Projects and Meetings. Projects: EDC staff and Cross Ell have received the edits from the City Attorney. The EDC attorney has reviewed them with very minor changes and now await input from Cross ELL. The EDC staff met with a firm that specializes in the creation of TIRZ Zones to get an idea of the cost and scope of work that might be expected as the Crossroads Business Park moves forward. The Big Spring City Council approved the EDC budget amendment providing funds for real estate sale, purchase, and anticipated infrastructure investment in 127-acre property. The EDC is still waiting for data associated with potential projects at the Airpark to be analyzed for potential incentive consideration. The EDC staff have had further discussions with landowners west of the city who are interested in exploring infrastructure extensions.
Meetings: The Executive Director participated in 2 monthly radio interviews, 4 City staff meetings, 2 City Council meetings, monthly Chamber Board meeting, state trade and industry virtual meetings and attended one County Commissioner's workshops and one regular meeting to discuss renewing the County's tax abatement guideline and criteria which were renewed for another two years. The City and Howard College

are expected to do the same. The Associate Director attended the Chamber of Commerce Business Roundtable monthly meeting. The EDC staff attended the TEDC winter conference in San Antonio. The next Board meeting is tentatively scheduled for April 16th.

AGENDA ITEM #5- Board Comment:

AGENDA ITEM #6- Adjourn:
Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. De La Garza, seconded by Mr. Williams. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:23 pm on March 19, 2024.

Ms. Anna Scott, President

ATTEST:

~~Mr. Joel De La Garza, Secretary/Treasurer~~
Mr. Kevin Armstrong / Board Member

CITY OF BIG SPRING
Convention and Visitors Bureau Board Meeting
March 20, 2024

The CVB Board for the City of Big Spring held its second meeting on Wednesday, March 20, 2024, at 5:15 p.m. in the City Council Chambers, located at 307 East 4th Street.

The following members were present:

Drew Mouton	Chavonna Parker	Jay Patel
Zac Phinney	Jeanie Knocke	Lee Harris

The following members were absent:

Inez (Denise) Morgan

City Employees in attendance:

Terri Telchik Robyn Evans

CALL TO ORDER

The meeting was called to order at 5:15 p.m.

PUBLIC COMMENT

There were no members of the public present at the meeting. No public comments made.

DISCUSSION OF FUTURE PLANS FOR THE DORA ROBERTS COMMUNITY CENTER

During the meeting, Board Chairman Drew Mouton presented a draft report outlining his vision for the future of DRCC. The report focused on further plans for the new community center, including sizing, number of rooms, room types, and architecture. Factors such as expected number of visitors, available space, and activities were considered. The board discussed the types of rooms needed for large events, education, and meetings to create a versatile space. They also deliberated on architectural design elements like accessibility, sustainability, and aesthetics. The next meeting is scheduled for April 17th to continue discussions and make decisions regarding the new community center.

BOARD MEMBER INPUT

Following the open discussion, no further board input was given.

ADJOURNMENT

The meeting was adjourned at 6:41 p.m.

McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
February 15, 2024

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, February 15, 2024 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Shane Schaffner Russ Rutledge

Steven Boatenhamer Jonathan Ray

Also in attendance: Mike Feeley Andriana Olvera

Absent: Adriel Saldivar Bob Miller

Item # 1
Call to Order
Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2
Review and approve minutes from January 18, 2024 meeting.
Motion to approve made by Russ Rutledge seconded by Jonathan Ray with all members voting "aye" for acceptance of the minutes as written.

Item # 3
Public Comment
There were no public comments at this time.

Item # 4
Airport Director's Report
Mike Began with an update regarding the relocation of The Vietnam Memorial. He says that the plans continue to relocate the memorial to the 5 acre piece of land adjacent to Interstate 20. The property is currently an RV park owned by the city. If the move takes place the memorial will no longer be just a Vietnam memorial but a memorial for all veterans. The striping a marking project continues. The estimated cost for the project is $870,000.00 and will go to state commission in March. The next project is the restoration of runway 06/24. The state will fund the project on a 90-10 cost share. The state will pay 90% of the cost and the city will pay the other 10%. The project will go into design in 2025 and construction in 2026. He then mentioned that the airfield will be updated with LED edge lighting. Mike then began updating the board on all the recent changes that have taken place since the city took over FBO operations.

A representative from Bassco came out and conducted a training to all airport staff on fuel inspections to bring the operation back to current standards. The city also finalized a month to month lease on the former FBO hangar to a business that will conduct aircraft maintenance. Mike also mentioned that two new employees are in the process of coming aboard to fill the customer service clerk and fuel time fueler positions. The city continues with the process to receive fuel trucks.

Item # 5
Next Meeting Date is March 21, 2024

Adjournment: 7:00 P.M.

Approved by Steven Boatenhamer, Chairman

18APR24
Date

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

The Planning and Zoning Commission of the City of Big Spring, Texas, met in a REGULAR Session in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, December 5, 2023, with the following board members:

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KELLY HARRIS	MEMBER
KEVAN SCHOOLER	MEMBER
TJ STEWART	MEMBER

Same and constituting a quorum, for which four board members must be present; and the following were in person;

DALE AVANT	CHAIR
TERRY MCDANIEL	CO-CHAIR
KEVAN SCHOOLER	MEMBER
KELLEY HARRIS	MEMBER
T.J. STEWART	MEMBER

Open Session

Call to Order
At 5:30 pm, Chairman Avant call the meeting to order.

Invocation

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

Announcements, Presentations and Public Hearings
Member McDaniel made a motion to open the public meeting.
Member Harris seconded the motion.
There were no public comments.

Consent Items

Minutes were not attached to the agenda.
Minutes were tabled till the next meeting.

Old Business

New Business
Motion to approve the zone change was made by Member Stewart
Second was made by Member Harris
Passed 4-0

Vouchers

Commissioners Input

~~Kevan Schooler~~, Chair
Dale Avant

ATTEST:

Angela Brown, Public Works Coordinator

Memorandum

Date: April 9, 2024

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: 2023-24 Budget Amendment

The Governmental Accounting Standards Board (GASB) has adopted two standards that were required to be implemented during our 2022-2023 Fiscal Year. These standards apply to certain leases and software subscriptions. It became apparent, last year that the volume of leases and the number of software programs that were subscription based has increased to the point where the auditor recommended that we get a software program that will ensure compliance with the standards.

We reviewed two programs,

1) Debtbook at $9,000 for the 1st year subscription and $2,500 for set-up and implementation
2) LeaseQuery at $5,400 for the 1st year subscription and $1,500 for set-up and implementation.

It is staff's recommendation that we approve Debtbook, with the realization that it is not the lowest price, however, Debtbook provides more features, in that it will prepare GASB compliant journal entries and footnotes for the audit document, whereas, LeaseQuery does not offer those features. The added features in staff's opinion make Debtbook the better software for our specific needs.

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 SUBSCRIBING TO SOFTWARE THAT WILL ENSURE COMPLIANCE WITH GASB 87 AND 96, FOR THE MANAGEMENT OF LEASES AND SOFTWARE SUBSCRIPTIONS; 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 $11,500.00 to account 002-002-120-5411-000 for the purpose of purchasing a software subscription that will ensure compliance with GASB's 87 and 96 for the management of leases and software subscriptions. The net increase will be funded through the fund balance.

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

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **April, 2024** with all members of the Council present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **23rd** day of **April, 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

JACOB MARTIN

INTEGRITY
EXCELLENCE
TRUST

April 16, 2024

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

RE: 2024 Seal Coat - Letter of Recommendation for Award Sent: Via Email

Dear Mr. Medina:

On March April 2, 2024 the City of Big Spring received bids for the 2024 Seal Coat project. Two bids were received for this project. A bid tabulation sheet summarizing the bids is included as an attachment to this letter. The bids included a Base Bid Schedule A for City streets, a Base Bid Schedule B for Howard College parking areas and streets, Deductible Alternate Bid Schedule A for City Streets, and Deductible Alternate Bid Schedule B for Howard College parking areas and streets. The low total base bid was $1,403,363.26 submitted by Ronald R. Wagner & Co., LP out of Kendalia, Texas. In order to remain within the City's budget for 2024 seal coat, it is recommended that the City accept the Deductible Alternate Bid Schedule A for City streets, which is $175,441.38. The City streets award amount would be reduced to a total amount of $499,178.08. Howard College has also requested that the scope of their contract amount be reduced by $200,403.89. The Howard College award amount would be reduced to a total amount of $528,339.91. The breakdown of the base bid amounts and reduced award amounts submitted by Ronald R. Wagner & Co. are as follows:

	Base Bid	Deduct	**Award Amount**
City Streets	$674,619.46	$175,441.38	**$499,178.08**
Howard College	$728,743.80	$200,403.89	**$528,339.91**
Total	$1,403,363.26	$375,845.27	**$1,027,517.99**

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 Ronald R. Wagner & Co., LP for the total amount of $1,027,517.99. If the City Council agrees with the recommendation for award, Jacob and Martin will prepare contract documents for execution by the Contractor and the City. Feel free to contact me if you have any questions.

Sincerely,

Kirt Harle, P.E.
JACOB | MARTIN

info@jacobmartin.com
www.jacobmartin.com

3465 Curry Lane
Abilene, TX 79606
325.695.1070

1508 Santa Fe, Suite 203
Weatherford, TX 76086
817.594.9880

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

City of Big Spring
2024 Seal Coat
Bid Date: April 2, 2024
JM Project Number: 23527
Local

JACOB MARTIN
Abilene, Texas

Bid Tabulation

Engineer: Jacob & Martin, LLC
Abilene, Texas

For all Labor, Materials, Equipment, and Incidentals to Furnish and Install the Following:	Ronald R Wagner & Co., LP 2443 HWY 473 Kendalia, TX 78027		CK Newberry, LLC 1538 CR 345 Karnes City, TX 78118	
		Total		**Total**
TOTAL BASE BID A		**$ 674,619.46**		**$ 785,528.20**

TOTAL BASE BID B

					Total		**Total**
	TOTAL BASE BID B				**$ 728,743.80**		**$ 633,204.45**

DEDUCTIBLE ALTERNATE BID A

			Total		**Total**
	TOTAL DEDUCTIBLE ALTERNATE BID A		**$ 175,441.38**		**$ 165,582.70**

DEDUCTIBLE ALTERNATE BID B

			Total		**Total**
	TOTAL DEDUCTUBLE ALTERNATE BID B		**$ 23,752.73**		**$ 20,778.90**

JM TBPE Firm # 2448
JM TBAE Firm # BR2261
JM TBPLS Firm # 10194493

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AUTHORIZING Z-24-01, AMENDING THE BIG SPRING ZONING ORDINANCE BY REZONING APPROXIMATELY 7.180 ACRES OUT OF SEC 9, BLK 32, T-1-S, T & P R.R. CO. SURVEY, CITY OF BIG SPRING, HOWARD COUNTY, TEXAS FROM SF-2, SINGLE-FAMILY DWELLING DISTRICT TO PLANNED DEVELOPMENT FOR A HOUSING DEVELOPMENT; PROVIDING FOR REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission held public hearings during regular meetings on April 16, 2024 and gave its final recommendation for approval of this zone change from SF-2, Single-Family Dwelling District to Planned Development for a Housing Development; and

WHEREAS, the City Council held a public hearing during a regular meeting on April 23, 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-24-01, a rezone of 7.180 acres lying in and being Section 9, Block 32, T-1-S, T&P RR Co. Survey in Big Spring, Howard County, Texas from SF-2, Single-Family Dwelling District to Planned Development for a Housing Development and such changes are hereby approved as an amendment to the Zoning Ordinance subject to the following minimum requirements:

1. The underlying zoning for the described property shall remain SF-2, Single-Family Dwelling District except that the minimum lot size shall be 6,250 square feet; the maximum lot coverage shall not exceed fifty (50) percent; and that the minimum lot width shall not be less than fifty (50) feet.

2. The plat for the property shall conform to the above development standards and shall serve as the site plan for the development.

SECTION 2. The City of Big Spring Zoning Map shall be amended to reflect the zoning designation of the above-described property as Planned Development (PD).

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

SECTION 4. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 6. This Ordinance is ordered to be codified.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **April, 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 **14th** day of **May, 2024,** with all members present voting "aye" for the passage of same.

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO. _____

FIRST READING OF AN ORDINANCE AMENDING CHAPTER 50 OF THE BIG SPRING CITY CODE ENTITLED "UTILITIES," ARTICLE VIII ENTITLED "DROUGHT CONTINGENCY PLAN," PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City provided opportunity for public input in the development of this Plan by the following means:

- Providing written notice of the proposed Plan and the opportunity to comment on the Plan by newspaper and posted notice;
- Posting the draft Plan on the community website and/or social media;
- Providing the draft Plan to anyone requesting a copy;
- Holding a public meeting regarding the Plan on 4/23/2024. Public notice of this meeting was provided on the community website and in local newspapers;
- Adopting the Plan at a public Council meeting on 5/14/2024;
- Public notices of this meeting were provided on the community website and live audio was available during the meeting;

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

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

SECTION 2. The Big Spring City Code, Chapter 50 entitled “Utilities,” Article VIII entitled “Drought Contingency Plan,”, is hereby amended in part as stated in Exhibit A, attached and incorporated herein.

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

SECTION 3. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

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

SECTION 5. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 6. This Ordinance is ordered to be codified.

SECTION 7. This Ordinance shall become effective immediately.

SECTION 8. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** day of **April, 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 **14th** day of **April, 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

Exhibit A

Big Spring City Code

Chapter 50 – Utilities

ARTICLE VII. DROUGHT CONTINGENCY PLAN

DIVISION 1. GENERALLY

Sec. 50-211. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commercial and institutional water use means water use which is integral to the operations of commercial and nonprofit establishments and governmental entities such as retail establishments, hotels and motels, restaurants and office buildings.

Conservation means those practices, techniques and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for future or alternative uses.

Customer means any person, company or organization using water supplied by the city.

DCP means Drought Contingency Plan.

Domestic water use means water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

~~*Even-numbered address* means street addresses, box numbers, or rural postal route numbers ending in 0, 2, 4, 6, or 8, and locations without addresses.~~

Industrial water use means the use of water in processes designed to convert materials of lower value into forms having greater usability and value.

Landscape irrigation use means water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks and rights-of-way and medians.

Non-essential water use means water uses that are neither essential nor required for the protection of public, health, safety and welfare, including:

(1) Irrigation of landscape areas, including parks, athletic fields and golf courses, except otherwise provided under this DCP.

(2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle.

(3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts or other hard-surfaced areas.

(4) Use of water to wash down buildings or structures for purposes other than immediate fire protection.

(5) Flushing gutters or permitting water to run or accumulate in any gutter or street.

(6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools.

(7) Use of water in a fountain or pond for aesthetic or scenic purposes except where necessary to support aquatic life.

(8) Failure to repair a controllable leak within a reasonable period after having been given notice directing the repair of such leak.

(9) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

~~*Odd-numbered address* means street addresses, box numbers or rural postal route numbers ending in 1, 3, 5, 7 or 9.~~

Recreational/aesthetic water use means water use for non-consumptive, pleasure; ornamental or decorative purposes such as swimming/wading pools, fountains, reflecting pools and water gardens.

Sec. 50-212. Declaration of policy, purpose and intent.

In cases of extreme drought, periods of abnormally high usage, system contamination, or extended reduction in ability to supply water due to equipment failure, temporary restrictions may be instituted to limit non-essential water usage. The purpose of the Drought Contingency Plan (DCP) is to encourage customer conservation in order to maintain supply, storage, or pressure or to comply with the requirements of a court, government agency or other authority.

Sec. 50-213. Public education.

(a) Retail customer/public education. The city will periodically provide the public with information about the DCP, including information about the conditions under which each stage of the DCP is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of:

(1) Distribution of a fact sheet explaining elements of the DCP.

(2) Annual distribution of educational materials, timed to correspond with peak summer demand periods.

(3) Articles will be published in the Big Spring newspaper. These publications will correspond to the mail-outs or more often.

(b) Wholesale water customer education. The city will periodically provide wholesale water customers with information about the DCP, including information about the conditions under which each stage of the DCP is to be initiated or terminated and the drought response

measures to be implemented in each stage. This information will be provided by means of periodically including information about the DCP with invoices for water sales.

Sec. 50-214. Notice requirements.

(a) *Retail customer/public.* Public notification of the initiation or termination of drought response stages shall be by means of public notification in a newspaper of general circulation and announcements on radio and/or television. The public will be informed, in advance if possible, of the expected or actual conditions and will be given detailed instructions. They will be kept informed concerning the status (i.e., holding, improving, getting worse, etc.). Also, water conservation information will be provided.

(b) *Wholesale customers.* Customer notification of the initiation or termination of drought response stages will be made by mail or telephone. The news media will also be informed.

DIVISION 2. VIOLATIONS AND EXCEPTIONS

Sec. 50-237. Violations.

(a) *Retail customers/public.*

(1) No person shall knowingly or intentionally allow the use of water from the city for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provision of this DCP, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the city in accordance with provisions of this DCP.

(2) Any person, including a person classified as a water customer of the city, in apparent control of the property where a violation occurs or originates, shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children, and proof that a violation committed by a child occurred on property within the parent's control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he proves that he had previously directed the child not to use the water as it was used in violation of this DCP and that the parent could not have reasonably known of the violation.

(3) Any person who violates this DCP is guilty of a misdemeanor. If a person is convicted of three or more distinct violations of this DCP, the administrator shall, upon due notice to the customer, be authorized to discontinue water service to the premises where such violations occurred. Services discontinued under such circumstances shall be restored only upon payment of a reconnection charge, established by city policy and any other costs incurred by the city in discontinuing service and all assessed fines. In addition, suitable assurance must be given to the city that the same action shall not be

repeated while the DCP is in effect. Compliance with this DCP may also be sought through injunctive relief in the district court.

(4) The code enforcement official, utility supervisor, or police officer of the city designated by the city manager may issue a citation to a person he reasonably believes to be in violation of this division. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him to appear in the municipal court on the date shown on the citation for which the date shall not be less than three days nor more than five days from the date the citation was issued. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this DCP. If the alleged violator fails to appear in municipal court, a warrant for his arrest may be issued. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

(b) *Wasting of water prohibited.* It shall be unlawful for any person to permit, or to allow any other person under his control or authority to permit, water to run or accumulate in any gutter or street within the city. It shall be a defense to prosecution for such violation that the running or accumulating water is the result of an emergency such as extinguishing a fire or the result of a water leak that has been reported to the city within a reasonable time.

(c) *Wholesale customers.* During any period when pro rata allocation of available water supplies is in effect, the city shall discontinue water delivery when the allocated quantity of water is reached.

Sec. 50-238. Exemptions or variances.

(a) *Grant or refusal upon request.* The city manager or his designee may grant any customer an exemption or variance from the drought contingency plan for good cause upon written request. A customer who is refused an exemption or variance may appeal such action in writing to the city council. The city will treat all customers equally concerning exemptions and variances. No exemption or variance shall be retroactive or otherwise justify any violation of this plan occurring prior to the issuance of the variance.

(1) *Retail customers/public.* The city may, in writing, grant a temporary variance for existing water uses otherwise prohibited under this DCP if it is determined that failure to grant such variance would cause an undue hardship or an emergency condition adversely affecting the public health, sanitation, or safety and if one or more of the following conditions are met:

a. Compliance with this DCP cannot be technically accomplished during the duration of the water supply shortage or other condition for which the plan is in effect.

b. Alternative methods can be implemented which will achieve the same level of reduction in water use.

1. Persons requesting an exemption from the provisions of this division shall file a written petition for variance with the city. All petitions for variances shall be reviewed by the city manager, or his designee, and shall include the following:

    i. Name and address of the petitioner.

    ii Purpose of water use.

    iii. Specific provisions of the DCP from which the petitioner is requesting relief.

    iv. Detailed statement as to how the specific provision of the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division.

    v. Description of the relief requested.

    vi. Period of time for which the variance is sought.

    vii. Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this DCP and the compliance date.

    viii. Other pertinent information.

2. Variances granted by the city shall be subject to the following conditions, unless expressly waived or modified by the city manager or his designee:

    i. Variances granted shall include a specific duration.

    ii. Variances granted shall expire when the DCP is no longer in effect, unless the petitioner has failed to meet specified requirements.

(2) *Wholesale customers.* The city may, in writing, grant a temporary variance to the pro rata water allocation policies provided by this DCP if it is determined that failure to grant such variance would cause an undue hardship or emergency condition adversely affecting the public health, sanitation or safety, and if one or more of the following conditions are met:

a. Compliance with this DCP cannot be technically accomplished during the duration of the water supply shortage or other condition for which the DCP is in effect.

b. Alternative methods can be implemented which will achieve the same level of reduction in water use. Persons requesting an exemption from the provisions of this DCP shall file a petition for variance with the city within five days after pro rata allocation has been invoked. All petitions for variances shall be reviewed by the city manager and shall include the following:

    1. Name and address of the petitioner.

    2. Detailed statement with supporting data and information as to how the pro rata allocation of water under the policies and procedures established in the plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this division.

3. Description of the relief requested.
4. Period of time for which the variance is sought.
5. Alternative measures the petitioner is taking or proposes to take to meet the intent of this DCP and the compliance date.
6. Other pertinent information. Variances granted by the city shall be subject to the following conditions, unless expressly waived or modified by the city manager or his designee:
    (i) Variances granted shall include a specific duration.
    (ii) Variances granted shall expire when the plan is no longer in effect, unless the petitioner has failed to meet specified requirements.

(b) No variances shall be retroactive or otherwise justify any violation of this DCP occurring prior to the issuance of the variance.

DIVISION 3. RESPONSE STAGES

Sec. 50-270. General regulations.

(a) The city shall monitor water supply and/or demand conditions on a weekly (or more often) basis and shall determine when conditions warrant initiation or termination of each stage of the DCP.

(b) Unless there is an immediate and extreme reduction in water production, or other absolute necessity to declare an emergency or severe condition, the city will initially declare Stage II restrictions. If, after a reasonable period of time, demand is not reduced enough to alleviate outages, reduce the risk of outages, or comply with restrictions required by a court, government agency or other authority, Stage III may be implemented with Stage IV to follow if necessary.

(c) Under normal circumstances, the CRMWD provides raw water to the city from a combination of five sources:
    (1) The Ivie Reservoir;
    (2) The Spence Reservoir;
    (3) Lake Thomas;
    (4) Moss Lake; and
    (5) The Martin County Well Field. The Martin County Well Field is used intermittently. The CRMWD sets the ratio based on reservoir level, source water quality, economics and needs of its member cities and customer cities.

(d) CRMWD has the capacity to deliver up to 21 mgd of water from Lake Thomas and up to 40 mgd of Spence Reservoir water from Moss Lake to the 15 mg reservoir located at the city pump station north of the city. CRMWD can gravity flow up to 11 mgd of Ivie/Martin County water to this 15 mg reservoir from the west.

(e) A 27-inch concrete cylinder line conveys water from the 15 mg reservoir to the Big Spring Roy C. Hester Water Treatment Plant. This line currently operates by gravity with a capacity of 12 mgd, but can be boosted to increase the capacity. The water treatment plant has a normal capacity of 12 mgd that can be pushed to 13 mgd for short periods of time.

Sec. 50-271. Stage I; customer awareness.

(a) *Supply-based triggers.* Wholesale supplier's (CRMWD) drought Stage I.

(b) Stage I will begin: Every April 1. No notice to TCEQ required.

(~~b~~c) Stage I will end: Every September 30. No notice to TCEQ required.

(d) Water supply system is unable to deliver water due to the failure or damage of major water system components, supply source becomes contaminated, power outage, grid failure, natural disaster, or extreme weather event.

(~~c~~e) City measures. Stage I public notification will be designed to increase customer awareness of water conservation and encourage the most efficient use of water. A copy of the current public notification on water conservation awareness shall be kept on file available for inspection by the TCEQ.

(~~d~~f) Voluntary water use restrictions. Water customers are requested to voluntarily limit the use of water for non-essential purposes and practice water conservation.

Sec. 50-272. Stage II; ~~voluntary~~ mandatory water conservation.

Target: Achieve a five percent reduction in total water use. The water utility will implement Stage II when any one of the selected triggers is reached:

(1) *Supply-based triggers.* Wholesale supplier's (CRMWD) drought Stage II.

(2) *Demand- or capacity-based triggers.*

a. Water ~~treatment~~ demand as percent of capacity equals or exceeds 95 percent (~~11.4~~ 10.2mgd based on 12 mgd safe capacity) ~~for seven consecutive days~~on a rolling three-day average basis; or

b. The water supply is still adequate, but the water levels or reservoir capacities are low enough that there is a real possibility that the supply situation may become critical if the drought or emergency continues. Historically, this occurs at approximately 41 percent of full capacity of combined reservoirs. Upon initiation and termination of Stage II, the city will provide public notification to its customers, both retail/public and wholesale. No notice to TCEQ required.

c. Water supply system is unable to deliver water due to the failure or damage of major water system components, supply source becomes contaminated, power outage, grid failure, natural disaster, or extreme weather event.

(3) *Requirements for termination.* Stage II of the DCP may end when all of the conditions listed as triggering events have ceased to exist for a period of four consecutive days. Upon termination of Stage II, Stage I becomes operative.

(4) *City measures.*

a. Visually inspect lines and repair leaks on a daily basis.

b. Review customer use records monthly and follow-up on unusually high usage.

c. Reduce or discontinue flushing of water mains.

d. Reduce or discontinue irrigation of public landscaped area.

(5) *~~Voluntary~~ Mandatory water use restrictions (retail customers). TCEQ NOTIFICATION REQUIRED*

a. Irrigation of landscaped areas by any means including, but not limited to, hose-end sprinklers, automatic irrigation systems, hand-held hoses or drip irrigation systems shall be limited to twice per week. Residential and non-residential water customers are prohibited from watering between 10:00 AM and 6:00 PM, limited to their trash day plus three days. However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person. If there is no street address associated with the property, or if there is more than one street address associated with a single contiguous property, the watering days are Wednesday and Saturday.~~Restricted days/hours: Water customers are requested to voluntarily limit the irrigation of landscaped areas to Sundays and Thursdays for water customers with a street address ending in an even number (0, 2, 4, 6 or 8), and Saturdays and Wednesdays for water customers with a street address ending in an odd number (1, 3, 5, 7 or 9) and to irrigate only between the hours of 12:00 midnight until 10:00 a.m. and between 8:00 p.m. and 12:00 midnight on designated watering days. However, irrigation of landscaped areas is permitted at any time if it is by means of a hand-held hose, a faucet-filled bucket or watering can of five gallons or less, or drip irrigation system.~~

b. Water customers are requested to refrain from washing cars.

c. Water customers are requested to practice water conservation and to minimize or discontinue water use for non-essential purposes.

(6) *Voluntary water use restrictions (wholesale customers).*

a. The city will contact wholesale water customers to discuss water supply and/or demand conditions and will request that the wholesale water customers initiate voluntary measures to reduce water use (e.g., implement Stage II of the customer's drought contingency plan).

b. The city will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Sec. 50-273. Stage III; mandatory water use restrictions. ***TCEQ NOTIFICATION REQUIRED***

Target: Achieve a ten percent reduction in total water use. The water utility will implement Stage III when any one of the selected triggers is reached:

(1) *Supply-based triggers.* Notification is received from CRMWD initiation of Stage III of the CRMWD's DCP pursuant to the requirements specified in the city's wholesale water purchase contract.

(2) *Demand- or capacity-based triggers.*

a. Water demand as percent of system capacity equals or exceeds 90 percent (10.8 mgd based on 12 mgd safe capacity) on a rolling three-day average basis ~~Water demand for 15 consecutive days reaches or exceeds 95 percent of the system's safe capacity (95 percent of 12 mgd equals 11.4 mgd), beyond which the failure of a pump or some other piece of equipment could cause a serious disruption of service to part or all of the system; or~~

b. Reservoir levels are low enough to disrupt some major economic activity or cause unacceptable damage to a vital ecosystem. Historically, this occurs when the reservoirs are at approximately 16.5 percent of combined full capacity. Upon initiation and termination of Stage III, the city will provide notification to both retail/public and wholesale customers,~~.~~ Notice to TCEQ required; or

c. Water supply system is unable to deliver water due to the failure or damage of major water system components, supply source becomes contaminated, power outage, grid failure, natural disaster, or extreme weather event.

(3) *Requirements for termination.* Stage III of the DCP may end when all of the conditions listed as triggering events have ceased to exist for a period of four consecutive days. Upon termination of Stage III, Stage II becomes operative.

(4) *City measures.*

a. Visually inspect lines and repair leaks on a regular basis

b. Reduce or discontinue flushing of water mains except for dead-end mains.

c. Reduce or discontinue irrigation of public landscaped areas.

(5) *Mandatory water use restrictions (retail customers/public).* *TCEQ NOTIFICATION REQUIRED*

a. Irrigation of landscaped areas by any means including, but not limited to, hose-end sprinklers, automatic irrigation systems, hand-held hoses or drip irrigation systems shall be limited to once per week. Residential and non-residential water customers are prohibited from watering between 9:00 AM and 7:00 PM, limited to their trash day. limited to However, irrigation of landscaped areas is permitted at any time if it is by means of a handheld hose, a faucet filled bucket or watering can of five (5) gallons or less, or drip irrigation system. Use of a handheld hose, bucket or watering can shall be actively monitored by a responsible person. If there is no street address associated with the property, or if there is more than one

street address associated with a single contiguous property, the watering day is Wednesday.~~limited to the specific days and times of the week designated by the city except that watering by means of a faucet filled bucket or watering can of five gallons or less is allowed on any day between the hours of 6:00 p.m. and 10:00 p.m.~~

b. Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane, or other vehicle is prohibited at all times except on the immediate premises of a commercial car wash or commercial service station. Washing of vehicles by so-called "mobile-wash" vendors is also allowed so long as it is performed in compliance with all other applicable rules and local laws. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public necessitate frequent vehicle cleansing, such as for garbage trucks and vehicles used to transport food and perishables.

c. Use of water to fill, refill, or add to any commercial or filtered indoor or outdoor swimming pool or Jacuzzi-type pool is allowed only between the hours of 6:00 p.m. and 8:00 a.m. on any day. Use of water to fill, refill or add to any non-filtered wading or kiddie pool is allowed only during the days and times designated by the city for other outside watering.

d. Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system.

e. Use of water from fire hydrants or flush valves shall be limited to firefighting and related activities or other activities necessary to maintain public health, safety and welfare. Use of water necessary for construction purposes may be allowed under special permit from the city.

f. Use of water for the irrigation of golf courses, parks, and green belt area is prohibited except on designated watering days and times. However, if such area utilizes a water source other than potable water provided by the city, the facility shall not be subject to these regulations.

g. All restaurants are prohibited from serving water to its patrons except when requested.

h. The following uses of water are defined as non-essential and are prohibited:

    1. Wash down of any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;

    2. Use of water to wash down buildings or structures for purposes other than immediate fire protection;

    3. Use of water other than well water for dust control;

    4. Flushing gutters or permitting water to run or accumulate in any gutter or street;

    5. Failure to repair a controllable leak within a reasonable period after having been given notice directing the repair of such leak.

(6) *Mandatory water use restrictions (wholesale customers).* *TCEQ NOTIFICATION REQUIRED*

a. The city will initiate weekly contact with wholesale water customers to discuss water supply and/or demand conditions and the possibility of pro rata curtailment of water diversions and/or deliveries.

b. The city will request wholesale water customers to initiate mandatory measures to reduce non-essential water use (e.g., implement Stage III of the wholesale customer's drought contingency plan).

c. The city will initiate preparations for the implementation of pro rata curtailment of water diversions and/or deliveries by preparing a monthly water usage allocation baseline for each wholesale customer.

d. The city will provide a weekly report to news media with information regarding current water supply and/or demand conditions, projected water supply and demand conditions if drought conditions persist, and consumer information on water conservation measures and practices.

Sec. 50-274. Stage IV; critical water use restrictions.

Target: Achieve a minimal use of 35 percent reduction in total water use. The water utility will implement Stage IV when any one of the selected triggers is reached:

(1) *Supply-based triggers.* Notification is received from CRMWD requesting initiation of drought Stage IV.

(2) *Demand- or capacity- based triggers.*

a. Water levels are low enough in the distribution storage reservoirs to hinder adequate fire protection; or

b. Water demand as percent of system capacity equals 95 percent (11.4 mgd based on 12 mgd safe capacity) on a single day; or ~~Water demand is exceeding the system's safe capacity (12 mgd) for ten consecutive days, thus presenting the real danger of a major system failure. Upon initiation and termination of Stage IV, the utility will provide public notification to its customers, both retail/public and wholesale. Notice to TCEQ required.~~

c. Water supply system is unable to deliver water due to the failure or damage of major water system components, supply source becomes contaminated, power outage, grid failure, natural disaster, or extreme weather event.

(3) *Requirements for termination.* Stage IV of the DCP may be rescinded when all of the conditions listed as triggering events have ceased to exist for a period of four consecutive days. Upon termination of Stage IV, Stage III becomes operative.

(4) *City measures.*

a. The city shall visually inspect lines and repair leaks on a daily basis.

b. Reduce or discontinue flushing of water mains.

c. Begin water rationing if needed.

(5) *Mandatory water use restrictions (retail customers/public).* *TCEQ NOTIFICATION REQUIRED*

a. All requirements of Stage III shall remain in effect during Stage IV except:

1. Irrigation of landscaped areas shall be prohibited.
2. Washing of any motor vehicle, motorbike, boat, trailer, airplane or other vehicle shall be prohibited.
3. The watering of golf course tees, fairways or greens is prohibited unless the golf course utilizes a water source other than potable water provided by the city.
4. The filling, refilling or adding water to swimming pools, wading pools and Jacuzzi-type pools shall be prohibited.
5. The use of water for construction purposes from designated fire hydrants under special permit is to be discontinued.

(6) *Mandatory water use restrictions (wholesale customers).* *TCEQ NOTIFICATION REQUIRED*

a. The city will assess the severity of the problem and identify the actions needed and time required to solve the problem.

b. The city will inform the utility director or other responsible official of each wholesale water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored).

c. If appropriate, the city will notify county and/or state emergency response officials for assistance.

d. Undertake necessary actions, including repairs and/or cleanup as needed.

e. Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.

Sec. 50-275. **Reserved.** ~~**Stage V; system outage or supply contamination.**~~

~~**(a)** ***Target: Achieve a minimal use of water.*** **The city will implement Stage V when any one of following triggers is reached:**~~

~~**(1)** ***Supply based triggers.*** **Notification is received from CRMWD requesting initiation of Stage V of the DCP pursuant to requirements specified in the city's wholesale water purchase contract.**~~

~~**(2)** ***Demand or capacity-based triggers.***~~

~~**a.** **A major water line breaks or equipment or system failure occurs which causes loss of ability to provide water service.**~~

~~**b.** **Contamination of water supply occurs.**~~

~~**(b)** ***Notice.*** **Upon initiation and termination of Stage V, the city will provide public notification to its customers, both retail/public and wholesale. Notify TCEQ Regional Office immediately.**~~

~~**(c)** ***Requirements for termination.*** **Stage V of the DCP may be rescinded when all of the conditions listed as triggering events have ceased to exist. Upon termination of Stage V, another stage of the DCP may be operative based on the discretion of the city.**~~

~~**(d)** ***City measures.***~~

~~**(1)** **Discontinue flushing of water mains.**~~

~~**(2)** **Discontinue irrigation of public landscaped areas.**~~

~~**(3)** **Begin water rationing if necessary.**~~

~~**(4)** **Distribute water-boil notices if necessary.**~~

~~**(5)** **Seek another source of water.**~~

~~**(e)** ***Mandatory water use restrictions (retail customers/public).*** **All requirements of Stage IV will be implemented.**~~

~~**(f)** ***Mandatory water use restrictions (wholesale customers).***~~

~~**(1)** **Assess the severity of the problem and identify the actions needed and time required to solve the problem.**~~

~~(2) Inform the utility director or other responsible official of each wholesale water customer by telephone or in person and suggest actions, as appropriate, to alleviate problems (e.g., notification of the public to reduce water use until service is restored).~~

~~(3) If appropriate, notify county and/or state emergency response officials for assistance.~~

~~(4) Undertake necessary actions, including repairs and/or cleanup as needed.~~

~~(5) Prepare a post-event assessment report on the incident and critique of emergency response procedures and actions.~~

DIVISION 4. WATER RATIONING

Sec. 50-299. Water rationing allocation plan.

In the event that a triggering condition for Stage IV or Stage V conditions exists and the water shortage conditions threaten public health, safety and welfare, the city is hereby authorized to ration water according to the following water allocation plan:

(1) *Retail customers/public; priority.* The city will have the authority to stop industrial and commercial water uses so that remaining water is available for essential health- and safety-related uses. The priority list for water use during a severe drought will be the following:

a. Priority 1. Hospitals.

b. Priority 2. Residential.

c. Priority 3. Schools.

d. Priority 4. Fire protection.

e. Priority 5. Industrial.

f. Priority 6. Commercial.

g. Priority 7. Recreation/aesthetics.

(2) *Pro rata water allocation for wholesale customers.* The city will include in contracts references to pro rata water allocation as per Texas Water Code 11.039. In the event that the triggering criteria specified in this DCP for Stage IV—Critical Water Use Restriction or for Stage V—System Outage or Supply Contamination Conditions have been met, the city manager or his designee is hereby authorized to initiate allocation of water supplies on a pro rata basis in accordance with Texas Water Code § 11.039 and according to the following water allocation policies and procedures:

a. A wholesale customer's monthly allocation shall be a percentage of the customer's water usage baseline. The percentage will be set by resolution of the city based on the city manager's, or his designee's, assessment of the severity of the water shortage condition and the need to curtail water diversions and/or deliveries to

each wholesale customer shall be limited to the allocation established for each month.

b. A monthly water usage allocation shall be established by the city manager, or his designee, for each wholesale customer. The wholesale customer's water usage baseline will be computed on the average water usage by month for the 1997—2001 periods as shown in the example given below. If the wholesale water customer's billing history is less than five years, the monthly average for the period for which there is a record shall be used for any monthly period for which no billing history exists.

	2018	2019	2020	2021	2022	Sum	Ave	Allocation	Monthly Allocation
Jan	133	137	146	148	156	719	144	75%	108
Feb	115	122	133	133	147	650	130	75%	98
March	130	150	146	149	159	734	147	75%	110
April	130	167	168	157	187	808	162	75%	122
May	160	152	179	183	171	845	169	75%	127
June	226	184	172	205	249	1,035	207	75%	155
July	235	274	232	914	246	1,301	260	75%	195
Aug	222	203	206	337	309	1,277	255	75%	191
Sept	199	160	196	229	198	982	196	75%	147
Oct	165	172	197	165	185	884	177	75%	133
Nov	139	142	149	153	162	745	149	75%	112
Dec	142	143	150	156	165	755	151	75%	113
Total	1,995	2,006	2,072	2,330	2,333	10,735	2,147		

	1997	1998	1999	2000	2001	Sum	Ave	Allocation	Monthly
~~Jan~~	~~133~~	~~137~~	~~146~~	~~148~~	~~156~~	~~719~~	~~144~~	~~75%~~	~~108~~
~~Feb~~	~~115~~	~~122~~	~~133~~	~~133~~	~~147~~	~~650~~	~~130~~	~~75%~~	~~98~~
~~March~~	~~130~~	~~150~~	~~146~~	~~149~~	~~159~~	~~734~~	~~147~~	~~75%~~	~~110~~
~~April~~	~~130~~	~~167~~	~~168~~	~~157~~	~~187~~	~~808~~	~~162~~	~~75%~~	~~122~~
~~May~~	~~160~~	~~152~~	~~179~~	~~183~~	~~171~~	~~845~~	~~169~~	~~75%~~	~~127~~
~~June~~	~~226~~	~~184~~	~~172~~	~~205~~	~~249~~	~~1,035~~	~~207~~	~~75%~~	~~155~~
~~July~~	~~235~~	~~274~~	~~232~~	~~314~~	~~246~~	~~1,301~~	~~260~~	~~75%~~	~~195~~
~~Aug~~	~~222~~	~~203~~	~~206~~	~~337~~	~~309~~	~~1,277~~	~~255~~	~~75%~~	~~191~~
~~Sept~~	~~199~~	~~160~~	~~196~~	~~229~~	~~198~~	~~982~~	~~196~~	~~75%~~	~~147~~
~~Oct~~	~~165~~	~~172~~	~~197~~	~~165~~	~~185~~	~~884~~	~~177~~	~~75%~~	~~133~~
~~Nov~~	~~139~~	~~142~~	~~149~~	~~153~~	~~162~~	~~745~~	~~149~~	~~75%~~	~~112~~
~~Dec~~	~~142~~	~~143~~	~~150~~	~~156~~	~~165~~	~~755~~	~~151~~	~~75%~~	~~113~~
~~Total~~	~~1,995~~	~~2,006~~	~~2,072~~	~~2,330~~	~~2,333~~	~~10,735~~	~~2,147~~		

c. The city manager or his designee shall provide notice, by certified mail, to each wholesale customer informing them of their monthly water usage allocations and shall notify the news media and the executive director of the state natural resource conservation commission upon initiation of pro rata water allocation.

d. Upon request of the customer or at the initiative of the city manager, or his designee, the allocation may be reduced or increased if:

1. The designated period does not accurately reflect the wholesale customer's normal water usage;

2. The customer agrees to transfer part of its allocation to another wholesale customer; or

3. Other objective evidence demonstrates that the designated allocation is inaccurate under present conditions. A customer may appeal an allocation established hereunder to the city council.

DIVISION 5. ADMINISTRATION

Sec. 50-317. Authorization.

The mayor, or his designee, is hereby authorized and directed to implement the applicable provisions of this DCP upon determination that such implementation is necessary to protect public health, safety and welfare. The mayor, or his designee, shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this DCP.

Sec. 50-318. Application.

The provisions of this DCP shall apply to all persons, customers, and property utilizing water provided by the city. The terms "person" and "customer," as used in the DCP, include individuals, corporations, partnerships, associations and all other legal entities.

Sec. 50-319. Plan review.

The DCP will be reviewed every five years. The DCP will be updated as appropriate based on new or updated information, such as the adoption of revision of the regional water plan.

Sec. 50-319. Coordination with Regional Water Planning Group and Stakeholders.

The city will submit copies of this Plan and a cover letter to the Region F Water Planning Group and the Colorado River Municipal Water District (CRMWD)

Staff Report

To: The Honorable Mayor and City Council
From: The City Manager
Date: April 23, 2024
Subject: Consideration and Possible Action Regarding an Interlocal Agreement with Howard County for Emergency Ambulance Service and Authorizing the Mayor or His Designee to Execute Any Necessary Documents

---

RECOMMENDATION:
Staff recommends approval.

BACKGROUND:
This would update the Interlocal Agreement with Howard County for Ambulance Services, last updated in 2014

FISCAL IMPACT:
No change from current.

ATTACHMENTS:
Interlocal Agreement for Ambulance Services (COBS 2024_04_15)

REPORT PREPARED BY:

APPROVED BY:

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF BIG SPRING AND THE COUNTY OF HOWARD
FOR EMERGENCY AMBULANCE SERVICES

This Interlocal Agreement for Emergency Ambulance Services (hereinafter referred to as the "Agreement") is by and between the City of Big Spring, Texas (hereinafter referred to as the "City") and the County of Howard, Texas (hereinafter referred to as the "County"), hereinafter collectively referred to as the "Parties". This Agreement is executed pursuant to Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, and Section 774.003 of the Texas Health and Safety Code.

WHEREAS, the Parties with to enter into this Agreement for Emergency Ambulance Services in order to protect the health, safety, and general welfare of the citizens of Howard County;

WHEREAS, the Parties agree that the contractual payment in this Agreement is in an amount that fairly compensates the performing party for the services or functions performed under the contract;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter made, the Parties agree as follows:

1. Term.

This Agreement shall commence on the date of its execution (the "Effective Date") and end on September 30, 2024 (hereinafter referred to as the "Term"). If a new agreement is not reached between the Parties prior to the end of the Term, this Agreement will continue on a month-to-month basis until it is replaced by a new agreement or until terminated by either Party after having given sixty (60) days' written notice to the other Party.

2. Compensation by County.

For the Term, the County agrees to pay the City from current revenues available to the County in the amount of $450,000.00 for ambulance services as described herein. Such payment shall be due and payable ten days after the Effective Date of this Agreement, and in subsequent years, on October 1. If this Agreement converts to a month-to-month agreement as described in the foregoing, each monthly payment shall be made in the amount of $37,500.00 and shall be payable on the first day of each month.

3. Service and Obligation of the City.

In consideration of the County's payments and other promises set forth herein, the City agrees to provide the following services during the Term of this Agreement and for any period thereafter that this Agreement shall continue:

(a) To provide quality ambulance services for the general welfare of the citizens of Howard County;

(b) To comply with all Federal and State laws and regulations governing emergency medical services;

(c) To recruit, train, and employ paramedic and EMT personnel and all other necessary personnel to adequately staff the ambulance service and to require that such personnel be licensed as required by law;

(d) To properly maintain its equipment according to the accepted standards of the industry;

(e) To provide response times to life threatening emergencies according to the accepted standards of the industry; and

(f) To allow periodic inspection of any and all equipment by designated officials of the County. A reasonable amount of notice to the City must be allowed before such an inspection takes place.

4. Response.

The City shall maintain two (2) Mobile Intensive Care Unit capable ambulances within the City. The City shall have enough personnel on duty to allow for the simultaneous operation of three (3) reserve Mobile Intensive Care Unit capable ambulances for use as needed.

5. Response Areas.

The City shall respond to all requests for emergency medical service in Howard County.

6. Police Officer Response Accompanying Municipal Ambulance Response Outside Municipality.

Pursuant to Section 774.004 of the Texas Health and Safety Code, this Agreement authorizes but does not require peace officers employed by the City the secure the scene of an emergency, accident, fire, or disaster to which the City's emergency ambulance service responds under this Agreement.

7. Ability to Pay.

The City will respond without giving consideration to the patient's ability to pay, and without consideration of the patient's sex, race, age, gender, or national origin. Collection of all fees shall be managed by the City. Fees shall not be collected at the rendering of the service. The City shall not unreasonably withhold services. The City shall accept Medicare and Medicaid assignment.

8. Right to Inspect Financial Records.

(a) The County may inspect the financial records of the City related to this Agreement; and

(b) Notwithstanding subsection (a), this Section 8 excludes protected health information and other information protected under the HIPAA Privacy Rule, 45 CFR Part 160, and Part 164 Subparts A and E, Chapter 181 of the Texas Health and Safety Code, and Chapter 773 of the Texas Health and Safety Code.

9. Annual Reports.

The City will provide to the County an annual report on ambulance operations.

10. Independent Contractor.

The City is and shall be an independent contractor with the rights and obligations to manage, supervise, and control the operations of the ambulance service.

11. Modifications.

This Agreement may be amended only by the duly authorized written consent of the governing bodies of both Parties.

12. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement.

13. Severability.

If any part of this Agreement becomes invalid, all other parts of this Agreement will remain in full force and effect.

14. Civil Liability.

The City is responsible for any civil liability that arises from the furnishing of the services herein enumerated and described. This provision is intended to assign responsibility for civil liability under Section 791.006 (a-1) of the Texas Health and Safety Code and is intended to be different than liability otherwise assigned under Section 791.006(a) of the Texas Health and Safety Code.

15. Choice of Law.

This Agreement and all claims or causes of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and enforced in accordance with the laws of the State of Texas.

16. Venue.

Any legal suit, action, or proceeding arising out of or based upon/relating to this Agreement or the transactions contemplated hereby or shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas.

17. <u>Non-Waiver of Governmental Immunity.</u>

It is expressly understood and agreed that neither Party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it. By entering into this Agreement, the Parties do not create any obligations other than those set forth herein, and this Agreement shall not create any rights or parties not signatories hereto.

18. <u>Counterparts.</u>

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

Executed in duplicate originals this _____ day of _____, 2024.

COUNTY OF HOWARD, TEXAS	**CITY OF BIG SPRING, TEXAS**
_____	_____
Randy Johnson, County Judge	Robert H. Moore, III, Mayor
ATTEST:	**ATTEST:**
_____	_____
Brent Zitterkopf, County Clerk	Tami Davis, City Secretary
APPROVED AS TO FORM	**APPROVED AS TO FORM**
_____	_____
Lindsay Wilkerson, County Attorney	Andrew W. Hagen, City Attorney

BIG SPRING
TEXAS

COMMUNITY SERVICES MEMO

Date:	04/23/2024
To:	Mayor and City Council
	City Manager
From:	Hayley Lewis, Community Services Director
Subject:	Contract between YMCA and the City of Big Spring for Russ McEwen Family Aquatic Center

Staff is recommending entering a contract between YMCA and the City of Big Spring for lifeguards for the 2024 Summer Season for the Russ McEwen Family Aquatic Center.

The Season will start on June 1, 2024 and end on August 4, 2024.

RUSS McEWEN FAMILY AQUATIC CENTER LIFEGUARD AGREEMENT BETWEEN THE CITY OF BIG SPRING AND THE BIG SPRING YMCA

This Agreement is made and entered into as of the _____ day of _____, 2024, by and between the City of Big Spring, Texas, a Texas municipal corporation, hereinafter referred to as "CITY," and the Young Men's Christian Association of Big Spring, Texas, a Texas non-profit corporation, known informally as "the Big Spring YMCA," and hereinafter referred to as "CONTRACTOR." CITY and CONTRACTOR together are the "Parties" and each is a "Party."

WHEREAS, CITY desires to retain the services of CONTRACTOR for the purpose of providing lifeguards for the Russ McEwen Family Aquatic Center, hereinafter referred to as the "Aquatic Center"; and

WHEREAS, CONTRACTOR asserts that it is competent and qualified to provide the required services according to the terms and conditions stated herein;

NOW THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. TERM

The term of this Agreement ("Agreement") shall be for a period commencing on the 1st day of June, 2024 and ending on the 3rd day of August, 2024. The 4th of August, 2024 will be available from 1p-6p for Tate's Place Back to School Bash.

2. CONSIDERATION

CITY shall pay CONTRACTOR hourly rates of pay in accordance with the Rate Schedule, attached hereto as "Exhibit A," including a profit margin of fifteen percent (15%). These hourly rates of pay are based on actual expenses incurred by CONTRACTOR for base pay, Social Security/Medicare, workers' compensation, and unemployment tax.

The CONTRACTOR will provide detailed records of daily work schedules to the CITY on a monthly basis and the CITY will pay the CONTRACTOR each month for the hours of service provided, more specifically described below. The stated rates of pay will be the compensation rates for normal working hours, preparation hours before the Aquatic Center is open, and hours worked for special parties or events (to be invoiced separately).

3. WARRANTY AND OTHER TERMS

3.1 CONTRACTOR warrants and represents that it is qualified to provide lifeguards for the Aquatic Center and will provide a copy of all certifications of each lifeguard who works

on the premises and a copy of certificates of insurance for all required insurance specified on Exhibit "B," which is attached and incorporated into this Agreement.

3.2 In performing all services required under this Agreement, CONTRACTOR, its employees and agents shall comply with all applicable federal, state, county, and city statutes, ordinances and regulations. If such compliance is impossible for any reason, CONTRACTOR shall immediately notify the CITY of the fact and the reasons therefore.

In such event, CITY shall have the right to take any necessary action to provide services to protect the health, safety, and welfare of the citizens and, if necessary, terminate this contract.

3.3 CONTRACTOR warrants and represents that it will faithfully perform the duties of the contract, and will not cause, suffer, allow or permit the occurrence of:

a. any act or omission in the execution and performance of this Agreement that could result in or give rise to any violation of any federal, state or local law, regulation or ordinance; or

b. any act or omission that might give rise to any action at law or in equity for personal injury, wrongful death or damage to property.

3.4 CONTRACTOR shall strictly prohibit its employees from using cell phones and from being under the influence of intoxicating substances while on duty at the Aquatic Center.

3.5 Nothing in this Agreement shall be deemed to convey to CONTRACTOR any interest in or title to the Aquatic Center.

3.6 CONTRACTOR is acting in the capacity of an independent contractor with respect to CITY. CONTRACTOR'S employees shall not be considered employees of CITY and shall not be entitled to any CITY employee benefits. Nothing in this Agreement shall be construed to create the relationship of employer and employee, master and servant, or principal and agent, between CITY and CONTRACTOR, or between CITY and CONTRACTOR’S employees. This Agreement shall not be construed to be a partnership or joint venture. No employees or agents of CITY OR CONTRACTOR shall be deemed to be employees or agents of the other party for any reason whatsoever.

3.7 At CITY’s option, CITY may require CONTRACTOR to perform a criminal background check and/or drug test on any or all personnel employed by CONTRACTOR for the performance of this Agreement. CITY may inspect documentation of such checks or tests, at its option, and require CONTRACTOR to not employ any person for the performance of this Agreement if that person fails such a check or test. In the event CITY exercises this option, CITY shall reimburse the CONTRACTOR for the cost of the checks or tests.

4. SERVICES PROVIDED

4.1 CONTRACTOR shall supply all labor, orientation, training and supervision necessary to provide the following services in accordance with the terms and subject to the conditions set forth in this Agreement; using personnel of required skill, experience, and qualifications; in a timely, workmanlike, and professional manner; and in accordance with generally recognized industry standards in CONTRACTOR's field. Specifically, CONTRACTOR shall perform the following:

a. Provide lifeguard services for the Aquatic Center pursuant to nationally recognized standards for lifeguards, which shall be performed by providing eight (8) employees (including lifeguards, slide crew, part-time supervisor) to be on duty at the Aquatic Center at all times during the operating hours set forth below.

Normal Operating Hours

Tuesday - Saturday	12:00 p.m. - 8:00 p.m.
Sunday	1:00 p.m. - 8:00 p.m.

Additional Private Group Rentals

Tuesday – Friday	11:00 a.m. - 12:00 p.m.
Monday	As reserved, determined by CITY

b. Daily clean the skimmers, vacuum the pool, net debris off top of pool, clean grounds, pick up trash from Aquatic Center trash cans, place all trash in provided dumpsters, wax lily pads, wipe down play structure and any other items as determined necessary. Additionally, wax slides on a weekly basis (at a minimum).

c. Submit any required reports and/or records, including any records pertaining to or verifying proper expenditure of CITY funds weekly.

d. Report any damages or needed repairs to the Aquatic Center Management Staff.

e. Promptly notify Aquatic Center Management Staff of any incident involving personal injury or property damage.

f. Respond within a reasonable time (not to exceed 48 hours) to any complaint from CITY.

g. Require all lifeguards to wear clothing clearly displaying "Lifeguard" at all times.

4.2 In addition to the consideration set forth above, the CITY agrees to:

a. Maintain general liability and property insurance on the Aquatic Center;

b. Provide staff to open and close the Aquatic Center, collect entrance and rental fees and to operate all ticket and concession areas;

c. Perform cleaning and maintenance of the concession and admissions, clean grounds, pick up trash from aquatic center trash cans, clean and restock restrooms and dressing rooms, place all trash in provided dumpsters, and perform all mechanical and chemical maintenance on the pool portions of the Aquatic Center.

5. SUPERVISION

CONTRACTOR shall ensure that all services it provides are properly performed and supervised at all times. CONTRACTOR's employees and agents shall not identify themselves or in any way represent themselves as employees or agents of the CITY.

6. INSURANCE AND INDEMNIFICATION

CONTRACTOR agrees to carry all of the insurance specified on Exhibit "B" and to indemnify, defend, and forever hold harmless the CITY, its officials, agents and employees from all suits, actions, or claims of any character, type, or description brought or made for or on account of any injury or damages, including death, injury, disease, or sickness received or sustained by any person or persons or property, arising out of, or in any way associated with, any act or omission of CONTRACTOR, its agents or employees. Such suits, actions, and claims shall include those arising from CONTRACTOR's failure to pay an employee or failure to pay tax obligations. CONTRACTOR shall provide a defense to such claims at its own expense with legal counsel who shall report to the CITY. In the event that a court of competent jurisdiction makes a specific finding that the CITY is at fault in all or a portion of any such suit, action or claim, then the amount of indemnity provided hereunder shall be reduced by the percentage of fault attributable to the CITY.

7. DEFAULT

7.1 If CONTRACTOR shall fail to meet any of the terms and conditions of this Agreement such failure shall be considered an event of default. If CONTRACTOR fails to cure any event of default within seventy-two (72) hours after receiving written notice of such default, the CITY may take any or all of the following actions:

a. Employ any and all means deemed necessary or advisable by the CITY in its sole discretion to provide the services to the public contemplated by this agreement; and/or

b. Terminate this agreement by delivering to CONTRACTOR written notice of termination by personal service or by certified mail return receipt requested.

7.2 In the event City terminates this Agreement pursuant to Section 7.1, CONTRACTOR will refund any prepaid but unearned funds at the applicable daily rates set forth in Section 2.

8. MISCELLANEOUS PROVISIONS

8.1 **Agreement and Amendments.** This Agreement constitutes the entire agreement between the parties hereto and supersedes any commitment, agreement, and memorandum of understanding previously made by the parties with respect to the subject matter of this Agreement. No amendment shall be valid unless it is set forth in writing and signed by duly authorized representatives of both parties.

8.2 **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under this Agreement shall be in Howard County, Texas.

8.3 **Survival of Covenants and Conditions.** It is expressly agreed that all covenants and conditions relating to the rights and obligations of the parties hereto subsequent to the termination of this Agreement shall survive the termination and shall continue in full force and effect in accordance with the terms of the specific provisions.

8.4 **Assignment and Subcontractors.** This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and, in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect. CONTRACTOR may not use any subcontractor to perform the services and obligations required by this Agreement.

8.5 **Binding Effect.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable right, remedy or claim under or in respect of or by virtue of this Agreement or any provision herein contained.

8.6 **Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive, but are cumulative of each other and in addition to any other remedies the parties may have at law or in equity.

8.7 **Attorney's Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and necessary disbursements in addition to any other relief to which

such party may be entitled.

8.8 **Severability.** In the event that any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause paragraph, section, condition, or provision herein contained.

8.9 **Non-Waiver of Governmental Immunity.**

(a) The City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

(b) Nothing in this Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.

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

8.10 **Non-appropriations.** The City of Big Spring commits only current funds to this Agreement. Should the work specified in the Agreement not be completed by the end of CITY's current fiscal year, ending September 30, 2024, the City Council of Big Spring shall have the right to terminate this Agreement without penalties of any sort.

8.11 **Additional Representations and Covenants.**

(a) Each Party to this Agreement warrants that it has the power and authority to enter into this Agreement and that all documents executed and delivered pursuant to this Agreement are valid, binding, and enforceable upon such Party. Each Party further warrants that there are no outstanding parties nor any additional signatories required for the execution of this Agreement

(b) CONTRACTOR covenants that it will file a "conflicts of interest questionnaire" ("questionnaire") (available from Texas Ethics Commission web site) with CITY if the CONTRACTOR 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.

8.12 **Notices.** All notices contemplated and/or required herein shall be in writing and shall be delivered in person or sent via certified mail, unless specifically provided otherwise.

Notices to CONTRACTOR:	Dathan Jones, Director Young Men's Christian Assn of Big Spring 801 Owens Big Spring, Texas 79720
Notices to the CITY:	Todd Darden, City Manager City of Big Spring 310 Nolan Street Big Spring, TX 79720-1390

The parties may consent to a different address for notices from time to time in writing signed by both parties hereto.

EXECUTED in duplicate, each of which shall be deemed to be an original.

CONTRACTOR

YOUNG MEN'S CHRISTIAN ASSOCIATION OF BIG SPRING, TEXAS, a Texas nonprofit corporation

_____
Dathan Jones
Director

CITY

CITY OF BIG SPRING, a Texas municipal corporation

_____
Todd Darden
City Manager

APPROVED AS TO FORM ONLY

_____
Andrew W. Hagen
City Attorney

EXHIBIT B

Insurance Addendum

This insurance addendum is part of the agreement.

A. Contractor agrees to -

1. Maintain the following coverages or greater at its own cost and expense:

   a. Commercial general liability, occurrence based, with each occurrence insured for $1,000,000, damages to rented premises (each occurrence) for $100,000, Medical expense (any one person) for $5,000, Personal & Advertising injury for $2,000,000, general aggregate for $2,000,000, and products completion operations aggregate for $1,000,000.
   b. Automobile liability insurance, combined single limit (each accident), $1,000,000.
   c. Workers compensation insurance in the statutory amount or higher.
   d. Directors & Officers liability insurance $1,000,000, Employment practices $1,000,000, and all parts aggregate, $1,000,000.
   d. Each insurer must be [1] an admitted carrier licensed by the Texas Department of Insurance; [2] rated A or greater in A.M. Best Company, Inc. Financial Strength Rating (FSR); and [3] rated VII or higher in A.M Best Financial Size Category (FSC).

   e. The City of Big Spring shall be named as an additional insured on all policies.

2. Deliver certificates of insurance that include NAIC number(s), additional insured status to City of Big Spring as a condition of entering the agreement.

B. The parties agree that -

1. The commercial general liability insurance will be primary to the maintaining party and not contributory to any similar insurance carried by the other party and will contain a severability-of-interest clause.

EXHIBIT A

YMCA STAFF EXPENSES
2023 Season

	# of Hours per day	Prep/Clean Hours per day	Employees	Days Open	Total Hours	Base Pay	Social Sec/ Medicare	Worker's Comp	Unempl	Total
Lifeguards, Slide Crew and Supervisor										
Tuesday-Saturday	8	2	8	44	3,520					
Sunday	7	2	8	10	720					
Holiday	5	2	8	1	56					
				55	4,296					
Supervisor	20 hr/wk	$ 15.00			180	$ 2,700.00	$ 206.55	$ 113.67	$ 35.10	$ 3,055.32
Head Lifeguard	1	$ 15.00			477	$ 7,160.00	$ 547.74	$ 301.44	$ 93.08	$ 8,102.26
Certified Lifeguard	7	$ 10.25			3,341	$ 34,248.67	$ 2,620.02	$ 1,441.87	$ 445.23	$ 38,755.79
Holiday Head Lifegua	1	$ 30.00			6	$ 186.67	$ 14.28	$ 7.86	$ 2.43	$ 211.23
Holiday Certified	7	$ 20.50			44	$ 892.89	$ 68.31	$ 37.59	$ 11.61	$ 1,010.39
Sub Total										$ 51,134.99
Admin Fee %15										$ 7,670.25
Total Expense										$ 58,805.24

INTEROFFICE MEMORANDUM

Date:	April 11, 2024
To:	Mayor Robert H. Moore and Big Spring City Council
CC:	Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Subject:	Access Guidance Services Program

Previously, the city's group health insurance plan utilized the Navitus "CoPay Max" Program to receive rebates on specialty medications. Last year, that plan was replaced with the new option through Navitus called "Access Guidance Services Program." The plan works just like the prior CoPay Max Program except the city has access to more specialty medication discounts and the fees are different. The savings estimate provided shows an additional $20K in savings for the city under the Access Guidance Services Program.

This is an amendment to complete the update for the City of Big Spring to move from the prior Copay Max Specialty Coupon Program (aka Copay Plus Max) to the Access Guidance Services Program. The prior Copay Max Specialty Coupon Program was $75 per Specialty Drug Claim processed using a coupon including the cost of accurately recording the accumulator adjustment. The attached new amendment shares the details on the current fee adjustment to reflect 20% of savings per Specialty Drug Claim that is processed using a coupon, including the cost of accurately recording the accumulator adjustment.

Fourth Amendment to Administrative Services Agreement

This Fourth Amendment ("**Amendment**") to Administrative Services Agreement is entered into as of the latest date signed below (the "**Effective Date**") by and between TML Multistate Intergovernmental Employee Benefits Pool d/b/a TX Health Benefits Pool ("**TX Health Benefits Pool**"), and the City of Big Spring ("**Big Spring**"). TX Health Benefits Pool and Big Spring are referred to individually as "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties entered into that certain Administrative Services Agreement, effective January 1, 2022 (the "**Agreement**");

WHEREAS, the Parties previously amended the Agreement on December 20, 2022, April 13, 2023, and May 25, 2023.

WHEREAS, the Parties desire to amend the Agreement to reflect Big Spring's addition of a Navitus Specialty Drug Coupon Program, to be governed by its terms and conditions thereby;

WHEREAS, Big Spring elected to participate in and has paid for the service since January 1, 2024, which the parties now wish to memorialize through an amendment to the Agreement; and

WHEREAS, the Agreement states that it may only be amended by a written amendment executed by both parties to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby accepted and acknowledged, the Parties agree as follows:

1. **Amendment**. The following sections of the Agreement shall be amended as follows (underlines indicate added text and strikethrough deleted text):

   The list in Paragraph 9.1 at page 16-17 of the Agreement shall be amended as follows:

   "The Attachments and Schedules to this Agreement are as follows:

   ~~a. Attachment 1 – Schedule of Administrative and Other Services~~

   ~~b. Attachment 2 – Financial Terms~~

~~c. Schedule A to Attachment 2 – Fee Schedule~~

~~d. Schedule B to Attachment 2 – Specialty Drug Guarantees~~

~~e. Attachment 3 – Plan Administrative Exception Authority~~

~~f. Attachment 4 – Enrollment and Eligibility Maintenance Services~~

~~g. Attachment 5 – Reasonable and Customary Reference Options Addendum~~

~~h. Attachment 6 – ASO Group Benefit Plan Application Form~~

~~i. Attachment 7 – Subrogation Services~~

~~j. Attachment 8 – Acknowledgment Form Related to BCBSTX Claims Administration Services~~

~~k. Attachment 9 – HIPAA Privacy Authorization Addendum~~

~~l. Attachment 10 – HIPAA Business Associate Agreement between Employer and TML Health~~

~~m. Schedule A to Attachment 10 – HIPAA Tri-Party Business Associate Agreement between Employer, TML Health and BCBSTX~~

a. Attachment 1 – Schedule of Administrative and Other Services

b. Attachment 2 – Financial Terms

c. Schedule A to Attachment 2 – Fee Schedule

d. Schedule B to Attachment 2 – Specialty Drug Guarantees

e. Schedule C to Attachment 2 – Acknowledgment Form Related to Navitus Copay and Specialty Drug Savings Programs

f. Attachment 3 – Plan Administrative Exception Authority

g. Attachment 4 – Enrollment and Eligibility Maintenance Services

h. Attachment 5 – Reasonable and Customary Reference Options Addendum

i. Attachment 6 – ASO Group Benefit Plan Application Form

j. Attachment 7 – Subrogation Services

k. Attachment 8 – Acknowledgment Form Related to BCBSTX Claims Administration Services

l. Attachment 9 – HIPAA Privacy Authorization Addendum

m. Attachment 10 –HIPAA Business Associate Agreement between Employer and TXHB

n. Schedule A to Attachment 10 – HIPAA Tri-Party Business Associate Agreement between Employer, TXHB and BCBSTX"

The "Schedule A to Attachment 2 - Fee Schedule" section of the Agreement at page A-4 shall be amended to add the following programs and associated fees as "Navitus Pharmacy Benefit Management Clinical Benefit Options" which the City hereby selects:

☒ Access Guidance Services Specialty Coupon Program

- 20% of savings per Specialty Drug Claim that is processed using a coupon, including the cost of accurately recording the accumulator adjustment.
- 350+ eligible Specialty and HIV Drugs
- Available at any pharmacy
- Not available for High Deductible Health Plans (HDHP)
- Requires 60 days to implement.

The attached Exhibit A titled "Schedule C to Attachment 2 - Acknowledgment Form Related to Navitus Copay and Specialty Drug Savings Programs" shall be incorporated into the Agreement immediately after page B-14.

2. **Limited Effect**. Except as expressly provided in this Amendment, all of the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties hereto. Without limiting the generality of the foregoing, the Amendment contained herein will not be construed as an amendment to or waiver of any other provision of the Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Agreement will mean and be a reference to the Agreement as amended by this Amendment.

3. **Entire Agreement**. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have entered into this Fourth Amendment to Administrative Services Agreement as of the Effective Date.

TX Health Benefits Pool	**City of Big Spring**
By:	By:
Name: Jennifer Hoff	Name:
Title: Executive Director	Title:
Date:	Date:

Approved as to Form:

By:

Director of Legal

EXHIBIT A

SCHEDULE C to ATTACHMENT 2

Acknowledgment Form Related to Navitus Copay and Specialty Drug Savings Programs

THIS ACKNOWLEDGMENT FORM (this "**Form**") is acknowledged by City of Big Spring ("**Employer**") as of the date indicated below (the "**Effective Date**").

RECITALS

WHEREAS, Employer entered into that certain Administrative Services Agreement with TML Multistate Intergovernmental Employee Benefits Pool d/b/a TX Health Benefits Pool ("**TXHB**") (the "**ASO ASA**"), pursuant to which TXHB provides third-party administrator as well as related services to Employer's respective officials, employees, retirees and their eligible dependents (each a "**Covered Person**");

WHEREAS, Navitus provides Pharmaceutical Benefit Management services to Employer through TXHB; and

WHEREAS, Employer has selected to participate in certain Navitus Copay and Specialty Drug Savings Programs described herein,

WHEREAS, Employer must acknowledge and agree to certain aspects of these Copay and Specialty Drug Savings Programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the sufficiency of which is hereby acknowledged and accepted, Employer acknowledges, accepts, and agrees as follows:

1. **Information about the programs**. Employer has read and understands the attached table containing information about the Copay and Specialty Drug Savings Programs.

2. **Potential Impact on Financial Benefit Guarantees from Access Guidance Services and Specialty Access programs**. Employer acknowledges that, in the event manufacturers reduce their payment of financial benefits to Navitus due to application of financial assistance through the Access Guidance Services and/or Specialty Access programs, the impact of such reduction shall be excluded from the calculation of guarantees of financial benefits to Employer, which could impact the overall amount of the financial benefit. Detailed reporting of the financial benefit calculations will be provided by Navitus to TXHB and can be made available to Employer.

3. **Potential need for additional consent from participants regarding use of PHI in Access Guidance Services and Specialty Access programs**. To the extent required by applicable law, and if any additional consents and/or authorizations from participants become necessary related to the use of PHI related to manufacturer co-payment assistance programs for the purposes of the Access Guidance Services and/or Specialty Access programs, Employer will assist TXHB and Navitus with obtaining those consents and/or authorizations. The need to obtain those consents and/or authorizations will not interrupt service to a participant.

IN WITNESS WHEREOF, this Form is acknowledged, accepted, and agreed to by Employer's authorized representative on the date indicated below.

By: _____
Name: _____
Title: _____
Date: _____

TX Health BENEFITS POOL

Navitus Copay and Specialty Drug Savings Programs

Program	Description	Plan Cost	Considerations
Copay True	Adjusts accumulators to remove copay assistance for certain Brand name and Specialty Drugs available from contracted pharmacies	No Additional Cost	None
Access Guidance Services	Uses manufacturer assistance to maximize member savings for over 350 Specialty Drugs available through contracted pharmacies	20% of savings	*This program is not available for members enrolled in HDHPs *Financial Benefit (rebate) collection may be impacted. *Requires 60 days to implement
Specialty Access	The Specialty Access Program leverages alternate funding programs to help your plan participants access certain Specialty Drugs at a reduced (or no) cost . There is no additional fee to the plan participant for participation in the Specialty Access Program. However, all Plan participants using listed Specialty Drugs are required to meet prior authorization, step-therapy, and administrative review criteria, in order to meet Plan coverage criteria. Additionally, some alternate funding programs require verification of identity and income as a condition of meeting alternate funding program criteria. In such cases, your plan participants will be asked to provide this information directly to the Specialty Access Program administrator (Navitus), and such information will not be provided to TML Health. Navitus Access Specialists will provide members with program information including what will be needed to apply for Patient Assistance programs (PAP). PAP forms will be sent to the member and the healthcare provider. Navitus Access Specialists will submit completed forms to the manufacturers, and work with members during the review phase to ensure that members continue to receive their medication using copay assistance through Access Guidance Services or through the standard plan benefit (assessing the Specialty Drug copay).	20% of savings	*This program is not available for members enrolled in HDHPs *Members using Specialty Drugs (which are included on the formulary) are automatically enrolled. Members who choose not to participate will be responsible for the entire cost of the drug. Members who fulfill the requirements for participation but do not qualify for the program will move to the Access Guidance Services or the standard Specialty Drug plan design (and be assessed the Specialty Drug copay), based on the group's selections. *This is a financial program managed through the drug manufacturers that may require detailed income and identification information to qualify. Drug manufacturers may discontinue this program at any time without notice. *Financial Benefit (rebate) collection may be impacted. *Requires 90 days to implement

CITY OF BIG SPRING WELLBORE RIGHT OF WAY LICENSE AGREEMENT # 6-B

THE STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOWARD	§	

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

Representative:	R. Todd Darden, City Manager
Mailing Address:	310 Nolan Street Big Spring, TX 79720

OXY USA, Inc

Representative:	Rhett D. LaFleur Surface Land Manager
Mailing Address:	5 Greenway Plaza, Suite 110 Houston, TX 77046
Property:	See Section III.
Consideration:	The sum of Ten and No/100 dollars ($10.00) and other good and valuable consideration.

OXY USA Inc ("Licensee") desires use of certain property owned by the City of Big Spring, Texas ("Licensor") in Howard County, Texas (the "Property"), for purposes set forth below. Licensee acknowledges and agrees that it must obtain a license (the "License") in order to use the public lands of Licensor.

W I T N E S S E T H:

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

I. Term

A. Initial Term. This License shall be for a term of ten (10) years (the "Initial Term"), commencing with the date the parties execute this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. This License shall automatically renew at the end of the Initial Term for two (2) additional terms of ten (10) years, upon the written request of Licensee received by Licensor on or before the expiration of the Initial Term then in effect, subject to the express written consent of the governing body of Licensor, such consent not to be unreasonably withheld.

C. Termination. Licensor may terminate this License if Licensee fails to pay, when due, any

amount owing under this License and that failure continues for sixty (60) days after Licensor delivers notice to Licensee reasonably detailing such failure to pay or, if Licensee commits any material breach or material default in performance of any obligation, prohibition, restriction, provision or covenant contained in this License, and the breach or default continues for a period of thirty (30) days after Licensor delivers notice to Licensee reasonably detailing the breach or default.

II. Financial Consideration

A. Fees. Licensee agrees to pay $1,000 to Licensor in consideration for this License. Payment shall be due immediately.

IIA. Other Consideration.

A. Reserved.

B. Legal Duties. Construction, maintenance, operation, and abandonment of any wellbore within the licensed right of way shall be conducted as a reasonably prudent operator would, in a good and workmanlike manner with due diligence, and in accordance with industry standards and any applicable State and Federal laws and regulations. A violation of such duties shall constitute a material breach of this agreement.

C. Change after Installation. Prior to a significant change to the wellbore after installation is complete, Licensee must receive Licensor's approval as expressed by its governing body.

III. Use

A. Licensor does hereby grant unto Licensee the following:

> **A-1.** The right to enter upon the Property, for the purpose of utilizing and occupying a wellbore right-of-way license and easement to drill a well or wells through the subsurface of lands owned by Licensor in order to complete and produce Licensee's wells on other lands. The easement runs through and across and is located on the following lands:
>
> **Section 4, Block 33, T-1-S, T&P RR Co. Survey, Howard County, Texas**
>
> Licensor reserves the right to the use and enjoyment of the Land except for the purposes herein granted, but such use shall not unreasonably hinder, conflict, or interfere with Licensee's sub-surface rights hereunder or unreasonably disturb Licensee's wellbores.
>
> As a condition of the license, the wellbores shall be located fifty (50) or more feet underground, and shall not disturb the surface or any surface or subsurface utilities.
>
> The wellbores shall be used for the exploration, production and transportation of crude oil, natural gas and their derivatives only.

A-2. Licensee shall also provide to the Licensor's representative the following items:

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

B. **Road Repair.** Licensee covenants and agrees that it will repair any of Licensor's roads that Licensee damages on Licensor's property so that such roads will comply with Licensor's Standard Specifications.

C. Utility Repair. Licensee covenants and agrees that Licensee shall, at its own expense, repair all water lines, sewer lines, service lines and water meters owned by Licensor that Licensee, its employees, its agents or assigns, damage so that such water lines, sewer lines and water meters shall comply with the requirements of Licensor's Standard Specifications.

D. Reserved.

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

F. Reservation of Rights. Licensor 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, expressly including but not limited to drainage facilities and related structures in the rights of way used and occupied by Licensee, if necessary for continued use of the same, in the same nature as was occurring at the Commencement Date.

Licensor reserves the right to lay and permit to be laid, sewer, gas, water, and other pipelines, wellbores or cables and conduits, and to do and permit to be done, any underground or overhead installation or improvement that may be deemed necessary or proper by the governing body of Licensor, in, on, across, along, over, under, and through any property occupied by Licensee. Upon request from the Licensee sixty (60) or more days prior to construction of crossing and (i) the construction complies with all applicable laws and regulations and (ii) Licensee (or its designee) shall have the right to be present for any such underground or overhead installation or improvement. In permitting such work to be done, Licensor shall not be liable to Licensee for any damage so caused to Licensee's system or property, **NOR SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY DAMAGES TO LICENSEE'S WELLBORE OR CASING, ARISING OUT OF THE NEGLIGENCE BY LICENSOR, ITS EMPLOYEES, OFFICERS OR AGENTS, OR LICENSOR'S CONTRACTORS OR SUBCONTRACTORS (EXCEPTING IN EACH CASE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT)**. If Licensor requires Licensee to remove, alter, change, adapt, or conform Licensee's facilities because of changes in the grade or construction of a street or in the location or manner of constructing a water pipe, sewer pipe, or other surface, underground or aboveground structure owned by Licensor, Licensee shall make the alterations or changes as soon as practicable, and in no event longer than one hundred eighty (180) days, when ordered in writing by Licensor, without claim for reimbursement for the cost of the relocation or for damages against Licensor. If

these requirements impose a financial hardship upon Licensee, Licensee shall have the right to present alternative proposals for Licensor's consideration.

G. Non-exclusive. Licensor expressly reserves the full right to grant other easements or rights of way crossing or running parallel with the rights of way used by Licensee, provided that such does not materially interfere with the rights of the Licensee.

H. Abandonment. It is especially provided, however, that as an express condition of this License, and not as a mere covenant, in the event Licensee abandons any equipment or appurtenances to the undertakings contemplated by this License, or the Property ceases to be used for the purposes enumerated herein for any period of twelve (12) consecutive months, or longer, other than the time elapsing between the date hereof and construction, and upon giving Licensee one hundred and twenty (120) days' written notice, then and in that event, this License shall automatically revert to Licensor, its successors or assigns, free and clear of any right, title, or interest in Licensee, or any re-entry by Licensor.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any wellbore or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. In the event of emergency repairs necessary to restore service, Licensee shall notify Licensor's Representative before making any repairs if during a Licensor work day. If not on a work day, Licensee shall notify Licensor's Representative on the first work day after repairs have begun.

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

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

K. Trash. Licensee shall keep the Property free of trash and debris at all times. Under no circumstances, will Licensee be allowed to bury any trash, debris or foreign material of any kind on or under the Property. Licensor shall have the right to expel and permanently ban from the Property any person observed disposing of trash on the Property. Upon the completion of any operations, all ribbons, flags, stakes and similar items shall by promptly removed from the Property.

L. Hunting, Fishing and Alcohol Prohibited. No agent, employee, representative, contractor or subcontractor of Licensee or any other person allowed to enter the Property by Licensee shall be permitted to hunt, fish, trap, camp, picnic, ride motorcycles or four-wheelers or otherwise conduct any social gathering on the Property, nor shall any such persons be permitted to bring firearms, archery equipment, dogs, alcoholic beverages or illegal drugs on the Property at any time. Violations of this provision shall cause the violator to be regarded as a trespasser and subject to prosecution under trespass laws of the State of Texas. Licensor shall have the right to expel and permanently ban from the Property any person observed on the Property in violation of this provision.

M. Storage of Machinery and Equipment. Except during the initial construction or subsequent maintenance or repair of the wellbore subject to this agreement, Licensee shall use no part of the Property to store machinery, equipment, or other property.

N. Additional Reservations. Licensor reserves the right to use the surface, subsurface or airspace above the land covered by this License for any purpose allowed by law and deemed necessary by Licensor and to do and permit to be done, any work in connection therewith which may be deemed necessary or proper by Licensor in, on, across, along, over, under, and through said right of way occupied by Licensee. In the event of such work in connection with said purposes it shall be deemed necessary by Licensor, at Licensor's sole discretion, to alter, change, adapt, conform or relocate any wellbore, property, or casing of Licensee, such alteration or change or relocation shall be commenced and completed by Licensee within one hundred eighty (180) days after being ordered in writing by Licensor pursuant to directions from Licensor's City Council without any claim for reimbursement for the cost of the relocation or damages against Licensor. The relocation or alteration shall be at the sole cost of Licensee. Provided, however, that Licensee shall at all times be entitled to receive from appropriate governmental bodies, excluding Licensor, payment for alteration or relocation of its system to which it may be lawfully entitled to under applicable federal or state laws with respect to relocation payments.

IV. Standard General Conditions

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

Commercial General Liability (including Contractual liability):

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

Business Automobile Liability: $1,000,000.00 combined single limit--
Personal Injury and Property Damage

Workers' Compensation: Statutory limits

Employers' Liability:	$1,000,000.00 per accident or occurrence
Umbrella Liability:	$5,000,000.00 each occurrence $5,000,000.00 aggregate

The Commercial General Liability shall be on an occurrence basis. Unless self-insured by Licensee, this insurance shall name Licensor as an additional insured and all insurance shall waive subrogation in favor of Licensor.

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

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

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

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

Licensee shall contractually require all contractors, subcontractors, and sub-subcontractors that work on any portion of the work that is the subject of this License to obtain insurance coverage that meets or exceeds the policy requirements and minimum amounts as required by Licensee, and name the City of Big Spring as an additional insured. Licensee certifies that the one or more certificates of insurance provided as required herein complies with the requirements of Chapter 1811 of the Texas Insurance Code. Licensee shall not use an unapproved certificate of insurance or insert inappropriate language on a certificate. Compliance with state law is the sole responsibility of Licensee.

Except in cases of Licensee's satisfying the terms of this Section IV.A by self-insurance, Licensee shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

B. Indemnity. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY

CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSEE, LICENSEE'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE, IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S WELLBORE OR CASING SYSTEM IN LICENSOR'S PROPERTY OR RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE AGREES THAT LICENSEE SHALL INDEMNIFY AND SAVE LICENSOR HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF THE WELLBORE OR CASING SYSTEM DESCRIBED HEREIN.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES FROM ALL SUITS, ACTIONS, CLAIMS, DAMAGES, PERSONAL INJURIES, ACCIDENTAL DEATH, PROPERTY DAMAGE, LOSSES AND EXPENSE OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY ON ACCOUNT OF ANY NEGLIGENT ACT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES, WHETHER SUCH NEGLIGENT ACT WAS THE SOLE PROXIMATE CAUSE OF THE INJURY OR DAMAGE OR A PROXIMATE CAUSE JOINTLY AND CONCURRENTLY WITH LICENSEE OR LICENSEE'S EMPLOYEES', AGENTS' OR SUBCONTRACTORS' NEGLIGENCE (BUT EXCLUDING IN ALL CASES INJURIES, DAMAGES, OR CLAIMS ARISING OUT OF OR RELATING TO THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LICENSOR, LICENSOR'S OFFICERS, AGENTS OR EMPLOYEES), IN THE EXECUTION, SUPERVISION AND OPERATIONS GROWING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS LICENSE INCLUDING SUCH NEGLIGENT ACTS ARISING FROM OR IN ANY WAY CONNECTED WITH THE PLACEMENT, CONSTRUCTION, OPERATION, REPAIR, MAINTENANCE, REPLACEMENT OR REMOVAL OF ANY PART OF LICENSEE'S WELLBORE OR CASING SYSTEM IN LICENSOR'S PROPERTY OR RIGHT OF WAY. LICENSEE WILL BE REQUIRED TO PAY ANY JUDGMENT WITH COSTS WHICH MAY BE OBTAINED AGAINST

LICENSOR OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING REASONABLE ATTORNEY'S FEES.

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS AND DEFEND LICENSOR, AND ALL OF LICENSOR'S OFFICERS, AGENTS AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, LIENS, FINES, PENALTIES, CAUSES OF ACTION, SUITS, CHARGES, JUDGMENTS, ADMINISTRATIVE ORDERS, REMEDIATION REQUIREMENTS, ENFORCEMENT ACTIONS OF ANY KIND, AND ALL COSTS AND EXPENSES OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES, BROUGHT FOR OR ON ACCOUNT OF FAILURE OF LICENSEE, ANY CONTRACTOR, SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, OR ANYONE THAT THEY CONTROL OR EXERCISE CONTROL OVER TO COMPLY WITH ALL APPLICABLE LOCAL, FEDERAL AND/OR STATE ENVIRONMENTAL LAWS, INCLUDING BUT NOT LIMITED TO THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) (AS THEY MAY BE REAUTHORIZED AND/OR AMENDED) AND ALL OTHER LOCAL, FEDERAL AND STATE LAWS, IN CONNECTION WITH OR RELATED TO ANY OF LICENSEE'S OPERATIONS OR ACTIVITIES ON THE PROPERTY, OR ANY OF LICENSEE'S HANDLING, STORING, RELEASING, TRANSPORTING OR DISPOSING OF ALL SUBSTANCES, INCLUDING, BUT NOT LIMITED TO HAZARDOUS SUBSTANCES AND HAZARDOUS WASTES, ON OR FROM THE PROPERTY OR ANY OTHER LANDS OF LICENSOR.

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

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

Licensee's work. Licensee shall assume exclusive responsibility for the work. Licensee is entirely free to do the work in its own way.

E. Waiver of Attorney Fees. BY EXECUTING THIS LICENSE, LICENSEE AGREES TO WAIVE, AND DOES HEREBY KNOWINGLY, CONCLUSIVELY, VOLUNTARILY AND INTENTIONALLY WAIVE, ANY CLAIM IT HAS OR MAY HAVE IN THE FUTURE AGAINST LICENSOR REGARDING THE AWARD OF ATTORNEY'S FEES, WHICH ARE IN ANY WAY RELATED TO THE LICENSE, THE CONSTRUCTION, OR INTERPRETATION, VALIDITY OR BREACH OF THE LICENSE. LICENSEE SPECIFICALLY AGREES THAT IF LICENSEE BRINGS OR COMMENCES ANY LEGAL ACTION OR PROCEEDING RELATED TO THIS LICENSE, THE CONSTRUCTION, INTERPRETATION, VALIDITY OR BREACH OF THIS LICENSE, INCLUDING BUT NOT LIMITED TO ANY ACTION PURSUANT TO THE PROVISIONS OF THE TEXAS UNIFORM DECLARATORY JUDGMENTS ACT (TEXAS CIVIL PRACTICE AND REMEDIES CODE SECTION 37.001, ET SEQ., AS AMENDED), OR CHAPTER 271 OF THE TEXAS LOCAL GOVERNMENT CODE, LICENSEE AGREES TO ABANDON, WAIVE AND RELINQUISH ANY AND ALL RIGHTS TO THE RECOVERY OF ATTORNEY'S FEES TO WHICH LICENSEE MIGHT OTHERWISE BE ENTITLED.

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

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

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

G. Release. EXCEPT TO THE EXTENT THAT ANY COVENANT OF LICENSOR HEREUNDER CONSTITUTES A "PROPRIETARY" ACT IN RESPECT OF TEXAS LOCAL GOVERNMENT CODE 271 BUT NOTWITHSTANDING ANY OTHER PROVISIONS, LICENSEE HEREBY RELEASES, ACQUITS, RELINQUISHES AND FOREVER DISCHARGES LICENSOR, LICENSOR'S EMPLOYEES AND OFFICERS

FROM ANY AND ALL DEMANDS, CLAIMS, DAMAGES OR CAUSES OF ACTION OF ANY KIND WHATSOEVER WHICH LICENSEE HAS OR MIGHT HAVE IN THE FUTURE, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, QUANTUM MERUIT, CLAIMS UNDER THE DUE PROCESS AND TAKINGS CLAUSES OF THE TEXAS AND UNITED STATES CONSTITUTIONS, TORT CLAIMS, OR LICENSOR'S NEGLIGENCE.

H. Governmental Immunity. By executing this License, Licensor is not waiving its right of governmental immunity in respect of any "governmental" act and Licensor is retaining its immunity from suit. Licensor is not granting consent to be sued by legislative resolution or action. **WITHOUT PREJUDICE AND SUBJECT TO SECTION IV.K BELOW, THERE IS NO WAIVER OF GOVERNMENTAL IMMUNITY**.

I. Third Party Beneficiary. Licensor's approval of this License does not create a third party beneficiary. There is no third party beneficiary to this License. No person or entity who is not a party to this License shall have any third party beneficiary or other rights hereunder.

J. Notices. Any address for notice may be changed by written notice given as provided herein. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or ten (10) business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or e-mail and will be effective when received.

K. Notice of Alleged Breach; Statutory Prerequisite. As a condition precedent to filing suit for alleged damages incurred by an alleged breach of an express or implied provision of this License, Licensee or its legal representative, shall give the City Manager, or any other reasonable official of Licensor, notice in writing (consisting of one (1) original and seven (7) copies of notice attached to a copy of this License) of such damages, duly verified, within one hundred eighty (180) days after the same has been sustained. The discovery rule does not apply to the giving of this notice. The notice shall include when, where and how the damages occurred, the apparent extent thereof, the amount of damages sustained, the amount for which Licensee will settle, the physical and mailing addresses of Licensee at the time and date the claim was presented and the physical and mailing addresses of Licensee for the six (6) months immediately preceding the occurrence of such damages, and the names and addresses of the witnesses upon whom Licensee relies to establish its claim; and a failure to so notify the City Manager within the time and manner provided herein shall exonerate, excuse and except Licensor from any liability whatsoever. Licensor is under no obligation to provide notice to Licensee that Licensee's notice is insufficient. Licensor reserves the right to request reasonable additional information regarding the claim. Said additional information shall be supplied within thirty (30) days after receipt of notice.

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

Licensee agrees that the requirements of this entire License are reasonable.

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

M. Waiver of Governmental Immunity; Chapter 271, TEX. LOC. GOV'T CODE. The parties agree that this License does not constitute a License or Contract for providing goods and/or services to Licensor as discussed in Subchapter I of Chapter 271 of the Texas Local Government Code, and Licensor does not waive, to the maximum extent allowed by law, any constitutional, statutory or common law right to sovereign immunity or governmental immunity from liability or suit. Licensor expressly does not consent to be sued or be liable. To the greatest extent allowed by law, nothing in this License constitutes a waiver of Licensor's governmental immunity and the parties expressly agree that this License shall not constitute, nor be interpreted as a waiver of Licensor's governmental immunity under Subchapter I of Chapter 271 of the Texas Local Government Code, nor shall it constitute nor be interpreted as a waiver of Licensor's governmental immunity for the benefit of any third party lacking privity to the License.

This License does not obligate Licensee to use the Property to construct, repair, operate, replace, and maintain Licensor's facilities or structures described herein, it merely prohibits Licensee from using the Property for any other purpose. This License restricts the use of the Property to a specific purpose, but does not require the use of the Property for a specific purpose. This License does not require Licensee to construct, operate, repair, maintain, replace or remove any of Licensee's facilities or structures described herein. Licensee is not providing a service to Licensor but is providing a service to Licensee's customers. Licensee is paying Licensor for a temporary interest in real property not for a service. Any such provision shall be deemed to be a covenant against noncomplying use, not a covenant to use. Licensee's use of the Property in compliance with a restriction shall not constitute a service, and such complying use shall not operate to waive Licensor's governmental immunity.

N. Compliance. Licensee agrees that it shall comply with Texas Government Code Section 2252.908, as amended, to the extent that this statute applies to this License. Licensee agrees that it shall comply with Texas Local Government Code Section 176.006, as amended, to the extent that this statute applies to this License.

O. Reserved.

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

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

LICENSOR:
CITY OF BIG SPRING, TEXAS

By:_____
Mayor

Sworn to and subscribed before me on the ___ day of _____, 2024, by _____(name of signer).

_____
Notary Public's Signature

(Personalized Seal)

ATTEST:

_____
Interim City Secretary

APPROVED ONLY AS TO FORM:

_____
City Attorney

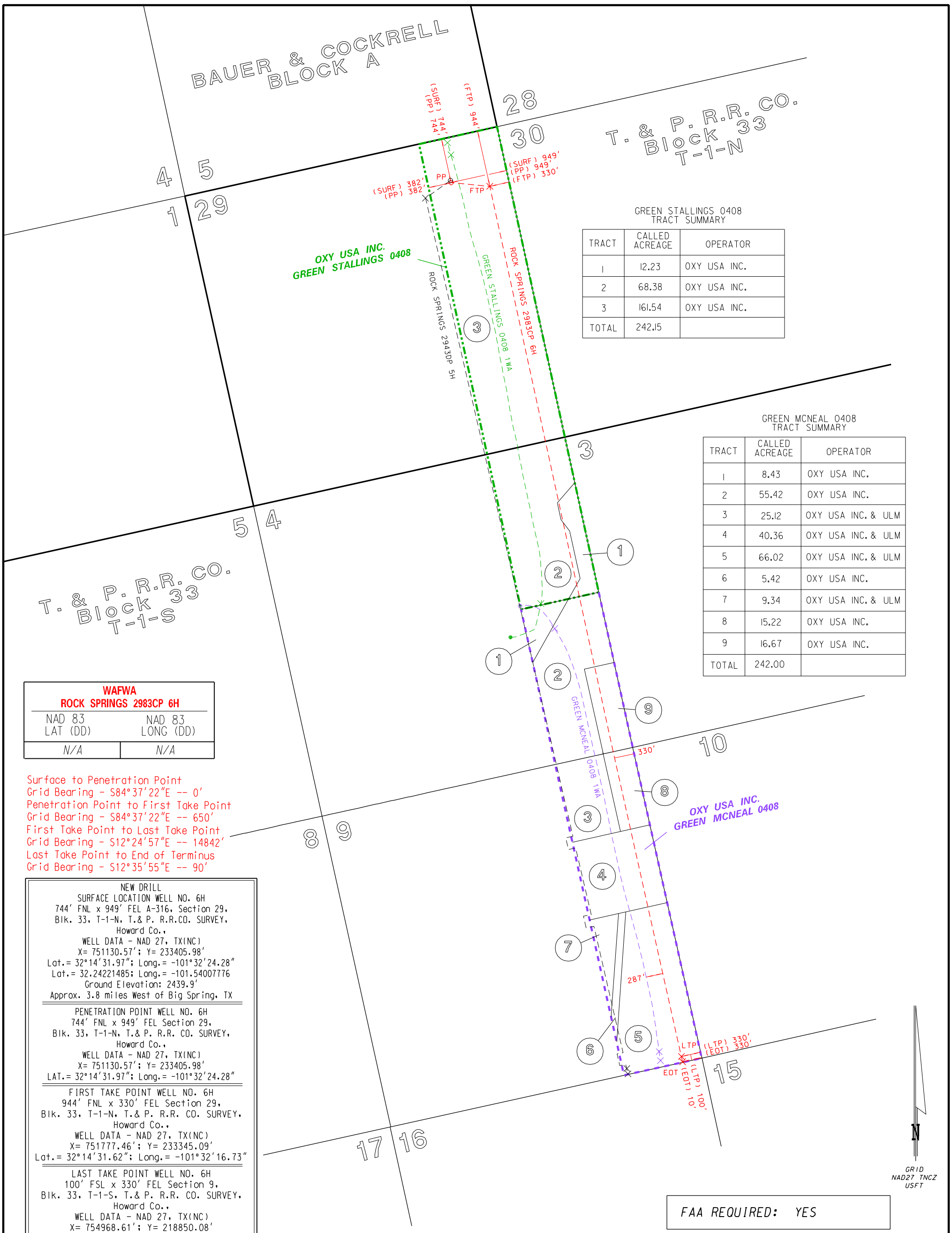
LICENSEE:
OXY USA INC

By:_____
Printed Name: Rhett D. LaFleur

Sworn to and subscribed before me on the ____day of _____, 2024, by Rhett D. LaFleur, Attorney-in-Fact on behalf of OXY USA INC.

_____
Notary Public's Signature

(Personalized Seal)



GREEN STALLINGS 0408
TRACT SUMMARY

TRACT	CALLED ACREAGE	OPERATOR
1	12.23	OXY USA INC.
2	68.38	OXY USA INC.
3	161.54	OXY USA INC.
TOTAL	242.15	

GREEN MCNEAL 0408
TRACT SUMMARY

TRACT	CALLED ACREAGE	OPERATOR
1	8.43	OXY USA INC.
2	55.42	OXY USA INC.
3	25.12	OXY USA INC. & ULM
4	40.36	OXY USA INC. & ULM
5	66.02	OXY USA INC. & ULM
6	5.42	OXY USA INC.
7	9.34	OXY USA INC. & ULM
8	15.22	OXY USA INC.
9	16.67	OXY USA INC.
TOTAL	242.00	

WAFWA ROCK SPRINGS 2983CP 6H	
NAD 83 LAT (DD)	NAD 83 LONG (DD)
N/A	N/A

Surface to Penetration Point
Grid Bearing - S84°37'22"E -- 0'
Penetration Point to First Take Point
Grid Bearing - S84°37'22"E -- 650'
First Take Point to Last Take Point
Grid Bearing - S12°24'57"E -- 14842'
Last Take Point to End of Terminus
Grid Bearing - S12°35'55"E -- 90'

NEW DRILL
SURFACE LOCATION WELL NO. 6H
744' FNL x 949' FEL A-316, Section 29,
Blk. 33, T-1-N, T.& P. R.R.CO. SURVEY,
Howard Co.,
WELL DATA - NAD 27, TX(NC)
X= 751130.57'; Y= 233405.98'
Lat.= 32°14'31.97"; Long.= -101°32'24.28"
Lat.= 32.24221485; Long.= -101.54007776
Ground Elevation: 2439.9'
Approx. 3.8 miles West of Big Spring, TX

PENETRATION POINT WELL NO. 6H
744' FNL x 949' FEL Section 29,
Blk. 33, T-1-N, T.& P. R.R. CO. SURVEY,
Howard Co.,
WELL DATA - NAD 27, TX(NC)
X= 751130.57'; Y= 233405.98'
LAT.= 32°14'31.97"; Long.= -101°32'24.28"

FIRST TAKE POINT WELL NO. 6H
944' FNL x 330' FEL Section 29,
Blk. 33, T-1-N, T.& P. R.R. CO. SURVEY,
Howard Co.,
WELL DATA - NAD 27, TX(NC)
X= 751777.46'; Y= 233345.09'
Lat.= 32°14'31.62"; Long.= -101°32'16.73"

LAST TAKE POINT WELL NO. 6H
100' FSL x 330' FEL Section 9,
Blk. 33, T-1-S, T.& P. R.R. CO. SURVEY,
Howard Co.,
WELL DATA - NAD 27, TX(NC)
X= 754968.61'; Y= 218850.08'
Lat.= 32°12'09.50"; Long.= -101°31'33.13"

END OF TERMINUS WELL NO. 6H
10' FSL x 330' FEL A-362, Section 9,
Blk. 33, T-1-S, T.& P. R.R. CO. SURVEY,
Howard Co.,
WELL DATA - NAD 27, TX(NC)
X= 754988.25'; Y= 218762.25'
Lat.= 32°12'08.64"; Long.= -101°31'32.87"
Lat.= 32.20239865; Long.= -101.52579599

1500 1125 750 375 0 750 1500
SCALE IN FEET
SCALE: 1" = 1500'

FAA REQUIRED: YES

SPRABERRY (TREND AREA) FIELD BOUNDARY
PRODUCING WELL
INJECTION WELL
WELL LOCATIONS
PROPOSED CONVERSION PC

I, BRYON W. CAREY hereby certify that this plat, drawn to the scale indicated, accurately represents conditions as they actually exist on the property on which permit to drill is sought and correctly reflects all pertinent data required to be shown on such plat by orders of the Railroad Commission of Texas.

Date: 03/25/2024

OXY USA INC.

ROCK SPRINGS 2983CP

Well No. 6H

Howard County, Texas

Scale: 1"= 1500' 03/25/2024 TX_502_rock_spring.dgn
Plat prepared by GRB
Horizon Survey, Inc.

MEMORANDUM

Date:	April 16, 2024
To:	Mayor Robert H. Moore and Big Spring City Council
CC:	Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Subject:	Asbestos Consultant Services for Airpark Properties

The city is requesting the City Council's approval to enter into an agreement with Asbestos & Environmental Consulting, LLC for asbestos abatement of three buildings located at the Mc-Mahon-Wrinkle Airpark, the control tower located at 3200 Rickabaugh Drive, the flight academy located at 2000 Rickabaugh Drive, and the training center located at 5500 Perimeter Road. An environmental survey confirmed that the buildings contain asbestos material that will need to be removed prior to demolition.

The city is also requesting approval to enter into an agreement with Asbestos & Environmental Consulting, LLC for the demolition of the control tower located at 3200 Rickabaugh Drive.

Asbestos & Environmental Consulting, LLC.
P.O. Box 64086
Lubbock, Texas 79464
(806) 786-6935

CONSULTING SERVICES CONTRACT

CLIENT:
Albert Belez
City of Big Spring, TX

Re: Control Tower Asbestos Abatement
Control Tower Demolition
Flight Academy Asbestos Abatement
Training Center Asbestos Abatement

OVERVIEW: Asbestos and Environmental Consulting, LLC (AEC), proposes to provide asbestos project design and specifications for the three facilities and bid documents for the control tower demolition.

This work shall be accomplished in accordance with United States Environmental Protection Agency (EPA) regulations associated with the Asbestos Hazard Emergency Response Act (AHERA), and the National Emission Standards for Hazardous Air Pollutants (NESHAPS) and the Department of State Health Services, and (DSHS) regulations associated with the Texas Asbestos Hazard Protection Act (TAHPA).

SCOPE OF SERVICES: We will provide asbestos consulting services as described in the attached "Terms of Agreement". Projects include scope of work for:

1. Prepare asbestos abatement specifications for:
   a. Control Tower
   b. Flight Academy
   c. Training Center
2. Prepare bidding documents for the following 4 projects:
   a. Control Tower asbestos abatement
   b. Control Tower demolition
   c. Flight Academy asbestos abatement
   d. Training Center asbestos abatement
3. Attend Pre-bid meeting / site tour for the 4 projects.
4. Attend Bid Opening for the 4 projects.

A separate proposal will be made for asbestos abatement of the control tower, flight academy and the training center once bids are received from asbestos contractors. The future proposal will address asbestos project management and air monitoring services and associated fees.

FEE: We will provide asbestos consulting services as described in the attached "Terms of Agreement". Abatement project and "Overview" and "Scope of Services" noted above for a fee of: $2,500.

THIS PROPOSAL IS VALID FOR 45 DAYS FROM SUBMITTAL

Asbestos & Environmental Consulting, LLC.
P.O. Box 64086
Lubbock, Texas 79464
(806) 786-6935

TERMS OF AGREEMENT
BETWEEN Asbestos and Environmental Consulting, LLC. AND CLIENT

1. AEC Responsibilities: AEC shall review the requirements of the project furnished by the Client and shall arrive at a mutual understanding of such requirements with the Client. AEC shall assist the Client, if required, in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract and the form of Agreement between the Client and the Contractor. AEC shall assist the Client, if required, in obtaining and evaluating bids or negotiated proposals, and in awarding and preparing contracts for abatement. AEC shall assist the Client as necessary in connection with the Client's responsibility for filing the documents required for the approval of governmental authorities having jurisdiction over the Project. AEC shall provide an on-site air monitoring technician to collect Phase Contrast Microscopy (PCM) and/or Transmission Electron Microscopy (TEM) air samples as appropriate. AEC shall provide an on-site laboratory to analyze PCM samples. AEC shall perform Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. AEC shall NOT have control or charge of, and shall NOT be responsible for, abatement means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents

2. Client Responsibilities: The Client shall provide all available information regarding the requirements for this Project. The Client shall designate a representative authorized to act in the Client's behalf. The Client shall examine documents submitted by AEC, Inc. and shall render decisions pertaining thereto promptly. The Client shall review AEC, Inc.'s work for compliance with the Client's program. The Client shall issue written notification of any fault or defect in documents.

3. Payments: AEC shall invoice the Client for the “FEE” and “ADDITIONAL EXPENSES” immediately upon completion of services listed. Client agrees to pay each invoice within thirty (30) calendar days of receipt. Invoices unpaid after thirty (30) calendar days shall incur interest charges calculated at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted by applicable law) until paid. Client further agrees to all cost related to collection of all amounts due and unpaid after sixty (60) calendar days, including court cost and reasonable attorney’s fees. Failure to make payment within thirty (30) calendar days of receipt of invoice shall constitute a release of AEC from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time. Payments of any invoice by the Client to AEC shall indicate the Client’s satisfaction with services performed and not aware of any deficiencies in those services. No deductions shall be made from AEC’s compensation due to any action by any other entity.

4. Remedies: In the event that either party breaches this Agreement, the other party shall be entitled to all rights and remedies at law or in equity, provided that the non-breaching party furnishes the other party with written notice of such breach and permits the other party to cure the same within (30) days in the case of a breach of obligation contained herein. All such notices shall be sent to the address in the manner as set forth in this Agreement.

5. Termination of the Agreement: This Agreement may be terminated by either party upon thirty (30) days written notice stating cause at which time the notified party may cure the default to continue the contract. AEC shall be compensated for all services performed prior to the termination date. Payment shall not release any caused action for damages for either party.

6. Successors and Assigns: This Agreement shall be binding not only on the parties to this Agreement, but also the parties’ respective heirs, administrators, executors, assigns, all other legal representatives, successors and assigns.

7. Agreement governed by the law of the State of Texas: This agreement shall be governed by the laws of the State of Texas and be performable in Lubbock County, Texas.

8. Counterparts: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. This Agreement shall only be binding when one or more counterparts hereof, individually or taken together, shall bear signatures of the parties reflected hereon as signatories. Fax signatures shall be deemed original signatures for all purposes.

9. Further Documents: Each party shall cooperate and take such action as may be reasonably requested by another party in order to carry out the provisions and purpose of this Agreement.

10. Entire Agreement: This Agreement, together with the attached exhibits, constitutes the entire and complete contract of the parties, exclusive of any other oral or written communication.

Client:

_____
(Signature)

_____
(Typed Name)

_____
(Company)

_____
(Address)

_____
(City-State-Zip)

_____
(telephone)

_____
(email)

Date _____

Consultant:

Stephen A. Bennett
Stephen (Steve) Bennett, PE, AIC, LRA
Principal

Asbestos and Environmental Consulting, LLC.
P.O. Box 64086
Lubbock, Texas 79464

(806) 786-6935
sbennett.aec@gmail.com

Date April 5, 2024