CITY COUNCIL REGULAR AGENDA

Tuesday, June 11, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, June 11, 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.	**Open Public Hearings**		Moore
6.	PUBLIC HEARING - Tax Abatement Guidelines		Medina
7.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1109 RUNNELS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 "A" BK 27 FAIRVIEW HEIGHTS 50X140 024 ACQ 062113 BLK/TRACT 27 0.161 ACRES – OWNER: JOE OLIVIO	7-49	Hagen
8.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1311 W 2ND, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: W/50 W/100 OF BK 3 BOWSER 50X162 478 BLK/TRACT 3 0.186 ACRES – OWNER: ESTATE OF THE LATE ULYSSES MATHEWS AND THE LATE JEWEL LEE MATHEWS	50-98	Hagen
9.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1011 W 7TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213 – OWNER: SERVANDO GUTIERREZ	99-153	Hagen
10.	**Close Public Hearings**		Moore

City Manager's Report

11.	City Manager's report on the following items: • Large Item Pickup, District 6 - June 19th • Update - Dora Robert's Rehab Playground • Update - Amphitheater Renovation Project		Darden

Consent Items

12.	Approval of the City Council Minutes of the Regular Meeting of May 28, 2024.	154-162	Davis
13.	Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of	163-165	Bowles

	Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Utility Fund Budget for the Purpose of Conducting an Inventory of All Service Lines in Response to the Lead Copper Rule Established in 2021 to Meet an October 16, 2024 Deadline; Providing for Severability; Providing for Publication; and Providing an Effective Date.		
14.	Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Airpark Fund Building Account for the Purpose of Replacing the Hangar Doors at the Hanger 25 Museum; Providing for Severability; Providing for Publication; and Providing an Effective Date.	166-167	Feeley
15.	Final Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2024 for the Homestead of any Married or Unmarried Adult; Finding and Determining That the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; Providing for Publication; and Providing an Effective Date	168-169	Smith
16.	Final Reading of an Ordinance Approving a Final Plat of Kentwood Addition (Unit 6), Being a Replat of Lots 11-20, Block 19 and Part of Lot 12, Block 22 of the Kentwood Addition (Unit 2), also Being a 7.248-Acre Tract out of Section 9, Block 32, T-1-S, T & P R.R. Co. Survey, Howard County Texas; 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	170-176	Cameron Walker/Darden
17.	Final Reading of a Resolution to Authorize the Filing of a Grant Application with the Permian Basin Regional Planning Commission for a Regional Solid Waste Program Grant Authorizing the Director of Public Works to Act on Behalf of the City of Big Spring in All Matters Related to the Application; and Pledging That if a Grant is Received City of Big Spring Will Comply with the Grant Requirements of the Permian Basin Regional Planning Commission, the Texas Commission on Environmental Quality and the State of Legislation; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and	177-178	Bowles

Determining That the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date.

Vouchers

18.	Vouchers for 05/17/24	$ 844,035.61		Tompkins
	Vouchers for 05/23/24	$ 591,967.36		
	Vouchers for 05/30/24	$ 334,236.81		
19.	Vouchers for 06/06/24	$ 614,323.30		Moreno

Bids

20.	Consideration and Possible Action on Awarding a Bid for Two (2) Vertical Turbine Pumps and Motors for the Water Treatment Plant and Authorizing the City Manager or His Designee to Execute any Necessary Documents	179-184	Bowles

New Business

21.	First Reading of a Resolution Reauthorizing the Tax Abatement Guidelines and Criteria; Providing for Severability; and Providing an Effective Date.	185-201	Medina
22.	First Reading of a Resolution Amending Article VIII of the City's Personnel Police Leave to Implement the Requirements of Section 614.015, Local Government Code, Establishing a Mental Health Leave Policy for City of Big Spring Peace Officers; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law; and Establishing an Effective Date	202-206	Williams
23.	Consideration and Possible Action to Authorize the Mayor to Execute a Tax Deed for the Sale of Real Property Located on Lot 15, Block 1, Muir Heights, Big Spring, Commonly Known as 4109 Parkway, Which is Held by the City of Big Spring, in Trust, to Dominique Williams for the Sum of Five Thousand One Dollars and 00/100 ($5,001.00).	207-216	Darden
24.	Consideration and Possible Action to Authorize the Mayor to Execute a Tax Deed for the Sale of Real Property Located on Lot 10, Block 3, College Heights, Big Spring, Texas 79720, Commonly Known as 1805 Runnels, Which is Held by the City of Big Spring, in Trust, to Snyder WM QSR Venture LLC,	217-226	Darden

	for the Sum of Twenty Five Thousand One Hundred Dollars and 00/100 ($25,100.00).		
25.	Consideration and Possible Action to Authorize Acquisition of Two Public Utility Right-of-Way Easements for Installation of a New Sewer Line from Along the South Service Road of I-20, Authorizing the City Attorney to Modify the Necessary Documents before Execution, and Authorizing the Mayor to Execute the Necessary Documents.	227-239	Bowles
26.	Consideration and Possible Action Approving a Temporary Water Pipeline Right-of-Way License Agreement with Oxy USA and Authorizing the City Manager or His Designee to Execute any Necessary Documents	240-253	Darden

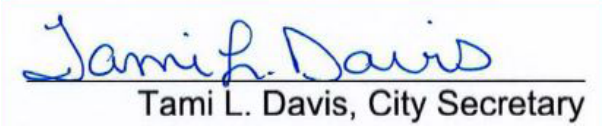
Council Input

27.	Input	Moore
28.	Adjourn	Moore

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, June 7, 2024 at 4:45 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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



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.

1109 RUNNELS

Code Enforcement Officer: Malissa Garcia

Exhibit A-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF MALISSA GARCIA
CONCERNING 1109 RUNNELS

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

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

"I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1109 RUNNELS**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 3 day of June, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 A-2

Property Details

Account		
Property ID:	281335	**Geographic ID:** B3390020700
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	1109 RUNNELS	
Map ID:		**Mapsco:**
Legal Description:	LTS 3-4 "A" BK 27 FAIRVIEW HEIGHTS 50X140 024 ACQ 062113 BLK/TRACT 27 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	MCDW2	
Owner		
Owner ID:	400578	
Name:	OLIVIO JOE	
Agent:		
Mailing Address:	1109 RUNNELS BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$44,169 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$5,260 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)

Market Value:	$49,429 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$49,429 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$49,429
Ag Use Value:	$0

VALUES DISPLAYED ARE 2024 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: OLIVIO JOE **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$49,429	$39,543	$94.47	
02B	CITY OF BIG SPRING	0.673163	$49,429	$39,543	$266.19	
03B	BIG SPRING ISD	0.930900	$49,429	$0	$0.00	
052	HOWARD COLLEGE	0.168395	$49,429	$39,543	$66.59	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $427.25

Estimated Taxes Without Exemptions: $994.20

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1109 RUNNELS CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 3 day of June, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 A-3

BIG SPRING TEXAS

CASE NOTES

Report Run On: Thursday, 16 May 2024 08:12

Case # 24-00000097 **Parcel # :** 281335

Site Address: 1109 RUNNELS

Case Description: structure in back is open to the elements

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		GETTING CASE TOGETHER AND WILL SEND TO LEGAL	Malissa Garcia	05/16/24	
SITE VISIT		REINSPECTED WILL SEND TO LEGAL NOTHING HAS BEEN DONE AND NOBODY HAS MADE CONTACT	Malissa Garcia	05/15/24	
GENERAL		SENT OUT NOTICE OF VIOLATION ON 2-29-24	Ashley Guerra	02/29/24	
PHOTOS		took photos of structure in the back	Malissa Garcia	02/26/24	
CORRECTIVE ACTION		the structure in the back needs to be removed or repaired	Malissa Garcia	02/26/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA

"With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On February 26, 2024 and May 15, 2024, I inspected the property described as:

> LTS 3-4 "A" BK 27 FAIRVIEW HEIGHTS 50X140 024 ACQ 062113 BLK/TRACT 27 0.161 ACRES Big Spring, Howard County, Texas, also known as **1109 RUNNELS**, Big Spring, Texas.

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

SIGNED on the 3 day of June, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 A-4

February 26, 2024 3:11 PM

February 26, 2024 3:11 PM

February 26, 2024 3:11 PM

February 26, 2024 3:14 PM

February 26, 2024 3:14 PM
[redacted]

85 Johnson
February 26, 2024 3:14 PM

May 15, 2024 3:19 PM

CHEETAH
May 15, 2024 3:20 PM

May 15, 2024 3:21 PM

May 15, 2024 3:21 PM

DANGER
May 15, 2024 3:22 PM

3:22 PM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY MALISSA GARCIA

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

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

SIGNED on the 3 day of June, 2024.

M Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 A-5

City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

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

2-29-24

NOTICE OF VIOLATION

24-00000097

OLIVIO JOE
1109 RUNNELS
BIG SPRING, TX 79720

Subject Property: 1109 RUNNELS , BIG SPRING, TX 00000
APN: 281335

Dear OLIVIO JOE

Municipal Code	Description	Corrective Action

SUBSTANDARD STRUCTURE	304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	the structure in the back needs to be removed or repaired DEADLINE FOR COMPLIANCE IS (7) SEVEN DAYS FROM THE DATE OF MAILING 2-29-24

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 432.264.2506 or by email at mgarcia@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,

M. Garcia

Malissa Garcia
Code Enforcement Officer

Case number: 24-00000097

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

May 30, 2024

Joe Olivio
1109 Runnels St.
Big Spring, Texas 79720

Javier Jaime
9902 Kay Rd.
Big Spring, Texas 79720

Javier Jaime
P.O. Box 490
Blessing, Texas 77419-0490

Javier Jaime
26366 Graham Rd.
Galt, California 95632-8255

***Re:* 1109 RUNNELS, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LTS 3-4 "A" BK 27 FAIRVIEW HEIGHTS 50X140 024 ACQ 062113 BLK/TRACT 27 0.161 ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is	The building has portions of its wooden paneling missing, affecting its structural integrity and making it dangerous. Hazardous condition.

clearly unsafe for its use and occupancy.	
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. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 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.	Portions of the building's wooden paneling are missing and others are broken and in disrepair, which reduces the building's load-carrying capacity. Exterior walls have holes and gaps where portions of the wooden paneling are missing or in disrepair. 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 REAR ACCESSORY STRUCTURE.

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

Issued by

Malissa Garcia — *Name*

Code Enforcement Officer — *Title*

+1 (432) 264-2506 mgarcia@mybigspring.com
Phone *E-mail*

The City's goal is voluntary compliance.

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, June 11, 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,

M. Garcia

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

9589 0710 5270 0707 0831 67

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

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

OFFICIAL USE

Certified Mail Fee
$

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
$

5/30/2024

Postmark Here

1109 RUNNELS
Final Notice
(Sub)

Sent To Joe Olivio
Street and Apt. No., or PO Box No. 1109 Runnels St.
City, State, ZIP+4® Big Spring, Texas 79720

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

9589 0710 5270 0707 0831 74

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

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1109 RUNNELS
Final Notice
(Sub.)

Sent To Javier Jaime
Street and Apt. No., or PO Box No. 9902 Kay Rd.
City, State, ZIP+4® Big Spring, Texas 79720

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

9589 0710 5270 0707 0831 81

U.S. Postal Service™
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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
$

5/30/2024

Postmark Here

1109 RUNNELS
Final Notice
(Sub.)

Sent To Javier Jaime
Street and Apt. No., or PO Box No. P.O. Box 490
City, State, ZIP+4® Blessing, Texas 77419-0490

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

9589 0710 5270 0707 0831 98

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

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

OFFICIAL USE

Certified Mail Fee
$

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
$

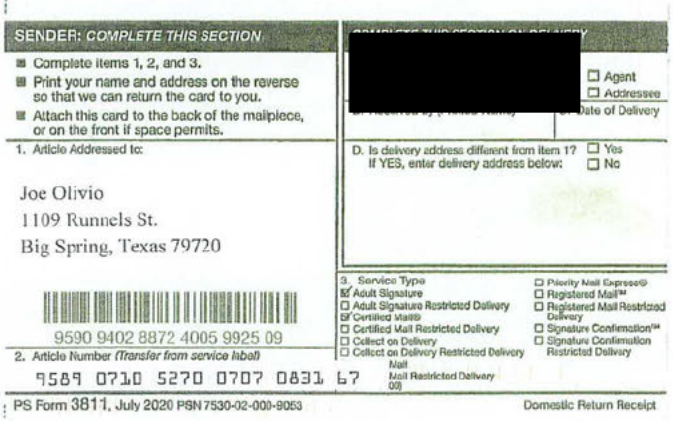
5/30/2024

Postmark Here

1109 RUNNELS
Final Notice
(Sub.)

Sent To Javier Jaime
Street and Apt. No., or PO Box No. 26366 Graham Rd.
City, State, ZIP+4® Galt, California 95632-8255

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



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:

Joe Olivio
1109 Runnels St.
Big Spring, Texas 79720

9590 9402 8872 4005 9925 09

2. Article Number (Transfer from service label)
9589 0710 5270 0707 0831 67

[redacted]

☐ Agent
☐ Addressee

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

Mail
Mail Restricted Delivery
00)

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052700707083167

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

Latest Update

Your item was delivered to an individual at the address at 11:42 am on May 31, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
May 31, 2024, 11:42 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

See Less ^

Feedback

Remove ×

Tracking Number:

9589071052700707083174

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

Latest Update

Your item departed our USPS facility in EL PASO TX DISTRIBUTION CENTER on June 5, 2024 at 11:18 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Moving Through Network

Departed USPS Regional Facility
EL PASO TX DISTRIBUTION CENTER
June 5, 2024, 11:18 pm

Arrived at USPS Regional Facility
EL PASO TX DISTRIBUTION CENTER
June 5, 2024, 11:38 am

See All Tracking History

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

See More ∨

Remove ×

Tracking Number:

9589071052700707083181

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

Latest Update

Your item was picked up at a postal facility at 10:25 am on June 4, 2024 in BLESSING, TX 77419.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

BLESSING, TX 77419
June 4, 2024, 10:25 am

See All Tracking History

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

See More

Remove ✕

Tracking Number:

9589071052700707083198

Copy **Schedule a Redelivery (https://tools.usps.com/redelivery.htm)**

Latest Update

As of 5:44 pm on June 3, 2024, your item is available for redelivery or pickup. You may Schedule a Redelivery or your item can be picked up at GALT, 600 N LINCOLN WAY, GALT, CA 956329998 M-F 0600-0900; SAT 0600-1500 by June 18, 2024.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed

Available for Redelivery or Pickup

GALT
600 N LINCOLN WAY
GALT CA 95632-9998
M-F 0600-0900; SAT 0600-1500
June 3, 2024, 5:44 pm

Notice Left (No Authorized Recipient Available)

GALT, CA 95632
June 3, 2024, 1:14 pm

See All Tracking History

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

See More

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

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 June 11, 2024, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 29, 2024."

SIGNED on the 3 day of June, 2024.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 A-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 **JUNE 11TH, 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:

1109 RUNNELS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 "A" BK 27 FAIRVIEW HEIGHTS 50X140 024 ACQ 062113 BLK/TRACT 27 0.161 ACRES – OWNER: JOE OLIVIO

1311 W 2ND, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: W/50 W/100 OF BK 3 BOWSER 50X162 478 BLK/TRACT 3 0.186 ACRES – OWNER: ESTATE OF THE LATE ULYSSES MATHEWS AND THE LATE JEWEL LEE MATHEWS

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

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

Nick Reyna
Nick Reyna, Building Official, City of Big Spring

May 29, 2024 4:16 PM

1311 W 2ND

Code Compliance Official: Ashley Guerra

Exhibit B-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1311 W 2ND

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 **1311 W 2ND**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 3 day of June, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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-2

Property Details

Account		
Property ID:	277453	**Geographic ID:** B2370001700
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	1311 W 2ND	
Map ID:		**Mapsco:**
Legal Description:	W/50 W/100 OF BK 3 BOWSER 50X162 478 BLK/TRACT 3 0.186 ACRES	
Abstract/Subdivision:		
Neighborhood:	LKVW2	
Owner		
Owner ID:	20300	
Name:	MATHEWS ULYSSES ET UX	
Agent:		
Mailing Address:	1311 W 2ND ST BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$6,150 (+)
Improvement Non-Homesite Value:	$4,775 (+)
Land Homesite Value:	$1,823 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)

Market Value:	$12,748 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$12,748 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$12,748
Ag Use Value:	$0

VALUES DISPLAYED ARE 2024 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: MATHEWS ULYSSES ET UX **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$12,748	$4,775	$11.41	
02B	CITY OF BIG SPRING	0.673163	$12,748	$4,775	$32.14	
03B	BIG SPRING ISD	0.930900	$12,748	$4,775	$44.45	$0.00
052	HOWARD COLLEGE	0.168395	$12,748	$4,775	$8.04	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $96.04

Estimated Taxes Without Exemptions: $256.41

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1311 W 2ND CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 3 day of June, 2024.

Ashley R
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 B-3

BIG SPRING TEXAS

CASE NOTES

Report Run On: Wednesday, 15 May 2024 13:44

Case # 24-00000177 **Parcel # :** 277453

Site Address: 1311 W 2ND

Case Description: SUBSTANDARD STRUCTURE

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		WENT BACK OUT FOR A REINSPECCT ON 4-11-24 NO PROGESS HAS BEEN MADE	Ashley Guerra	04/11/24	
GENERAL		SENT TO LEGAL ON 4-11-24	Ashley Guerra	04/11/24	
GENERAL		I SEE A LITTLE OF PROGRESS BUT NO PERMITS PULLED FOR WORK THAT IS B EING DONE	Ashley Guerra	03/21/24	
GENERAL		SENT OUT NOTICE OF VIOLATION ON MARCH 5 2024	Ashley Guerra	03/05/24	
GENERAL		FIRE REPORT	Ashley Guerra	03/04/24	
PHOTOS		PHOTOS TAKEN ON MARCH 4 2024	Ashley Guerra	03/04/24	
CORRECTIVE ACTION		THERE IS STRUCTURE ON PROPERTY THAT IS SUBSTANDARD AND NEEDS TO BE BROUGHT DOWN	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 4, 2024, March 21, 2024, and April 11, 2024, I inspected the property described as:

> W/50 W/100 OF BK 3 BOWSER 50X162 478 BLK/TRACT 3 0.186 ACRES Big Spring, Howard County, Texas, also known as **1311 W 2ND**, Big Spring, Texas.

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

SIGNED on the 3 day of June, 2024.

Ashley G

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 B-4

24-00000177
March 04, 2024 2:25 PM

24-00000177
WORTH
DEAD
END
March 04, 2024 2:25 PM

March 21, 2024 11:19 AM

Case # 24-00000177

SIERRA

April 11, 2024 9:30 AM

Exhibit B-5

Case #
24-00000177 ul

INCIDENT

Incident Number	Incident Date	NFIRS Number	Incident Type
230324-211026-BSFD	03/25/2023	0000586	(111) - Building fire

FDID	Station	Shift	District
KW601	Station 1	B-Shift	District 1

Initial Dispatch Code

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

Temporary Resident Involvement

Hazardous Materials Released

Action Taken 1
(11) - Extinguishment by fire service personnel

AID

Aid Given/Received
(N) - None

LOCATION

Location Type
(1) - Street address

Address
1311 W 2nd, Big Spring, Texas, 79720

Cross Street, USNG, or Directions	Latitude	Longitude	Census Tract

Detector Alerted Occupant

Property Use	Mixed Use
(400) - Residential, other	

TIMES

PSAP Received	Dispatch Notified Time	Alarm Time
00:21:00, 03/25/2023		00:21:00, 03/25/2023

Arrival Time	Water on Fire Time	At Patient Time
00:24:00, 03/25/2023		

Loss Stop Time	Controlled Time	Last Unit Cleared Time
		02:14:00, 03/25/2023

Total On Scene Time	Total Incident Time
1 hrs 50 mins 0 sec	1 hrs 53 mins 0 sec

COUNTS

Counts Include Aid Received?

No

Suppression:		EMS:		Other:	
Apparatus	Personnel	Apparatus	Personnel	Apparatus	Personnel
3	8	1	2	2	3

LOSS

Property:	Content:
Estimated Property Losses	Estimated Content Losses
50000	20000
Estimated Property Value	Estimated Content Value

PERSON/OWNER

Person:

Name | Business Name | Phone

Address

AUTHORIZATION

Report Writer:

Name	Employee Number	Assignment	Authorization Date
Ragle, Aaron	1777	LT	03/25/2023

Officer in Charge:

Name	Employee Number	Assignment	Authorization Date
Ragle, Aaron	1777	LT	03/25/2023

Quality Control:

Name	Authorization Date

INCIDENT NARRATIVE

L1, E2, E4, M5, and 510 responded to the above address in reference to a structure fire. E2 was first on-scene and gave the initial size up that the structure was fully involved. L1 and M5 arrived. 510 was responding from Coahoma to be command of the scene as B1 was still at an active structure fire on the east side of the city. E4 was released from that fire and responded to the second structure fire on W 2nd.

E2 was positioned on the Delta side of the structure. The 150 ft crosslay and the 200 ft crosslay were both pulled from E2. L1 arrived as E2 was stretching LDH from E2, across the street to a hydrant at the NE corner of West 2nd and Dillworth St. L1 initially was positioned on W 2nd, west of the structure. L1 assisted in securing a water supply and began suppression efforts with one of the handlines From E2. E2 crew was at the Alpha side with the other handline. It appeared that the residence, and a metal structure to the south, both had heavy fire involvement. Crews were able to start suppressing the Alpha, Delta, and Charlie sides, but were initially unable to reach the Bravo side due to fire and debris. L1 was informed that there may have been some propane or acetylene bottles near the Charlie/Delta side. The decision to re-position L1 and utilized the ladder to spray down onto the far sides of the structure was made. Crews pulled back from the Delta side and the deck gun from E2 was used to keep the fire at bay. L1 was re-positioned in front of E2. One section of LDH was pulled from L1 and was connected to the LDH already connected to the hydrant. 2.5 inch hose was stretched from E2 to L1 to supply E2 with water again. The ladder was raised over the Charlie/Delta corner of the structure. Crews were able to use L1 to reach the Bravo side. E4 had arrived and assisted E2 and M5 with gaining access to the Bravo side with hand lines.

INCIDENT NARRATIVE

Once most of the fire was out, crews began overhaul. Multiple hot spots were found inside the residence. All rooms were cleared, and portions of the ceiling was removed to exposed hidden fires. E2 informed L1 that the homeowner had been at the residence initially but had left the scene. The owner had stated he had a wood burning stove and an ember fell onto the carpet and start the fire. During overhaul there was a strong odor of a possible chemical or cleaning agent. Once all fires appeared to be out, crews rolled up the hoses and reloaded the LDH. All crews returned to service.

Report written by Aaron Ragle AE/EMT-P 03/25/20

Created By: Ragle, Aaron

Unit Reports

OPERATIONS CHIEF (510)

Use	Responding From	Priority
(0) - Other	City of Coahoma	Emergent

Response Delays: Distance

Dispatch Time	Enroute Time	Arrival Time
00:21:00, 03/25/2023	00:21:00, 03/25/2023	00:34:00, 03/25/2023

At Patient Time	Clear Time	In District Time
	02:14:00, 03/25/2023	

Actions Taken: Action taken, other

Person 1: HOLT, JAY

Patient Contact?	PPE Worn During Exposure

Fire Products Exposed To:

PPE Worn During Exposure:

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed:

MEDIC 5

Use	Responding From	Priority
(2) - EMS	City of Big Spring	Emergent

Response Delays: None/No Delay

Dispatch Time	Enroute Time	Arrival Time
00:21:00, 03/25/2023	00:21:00, 03/25/2023	00:27:00, 03/25/2023

At Patient Time	Clear Time	In District Time
	02:14:00, 03/25/2023	

MEDIC 5

Actions Taken:
Fire control or extinguishment, other

Person 1: WESTBROOK, ASHTON

Patient Contact? | PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction? | Barrier Breach | Black Soot Around Nose | Black Soot Around Mouth

Decontamination Procedures Completed

Person 2: DARROW, COLBY

Patient Contact? | PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction? | Barrier Breach | Black Soot Around Nose | Black Soot Around Mouth

Decontamination Procedures Completed

LADDER 1

Use	Responding From	Priority
(1) - Suppression	City of Big Spring	Emergent

Response Delays
None/No Delay

Dispatch Time	Enroute Time	Arrival Time
00:21:00, 03/25/2023	00:21:00, 03/25/2023	00:25:00, 03/25/2023

At Patient Time	Clear Time	In District Time
	02:14:00, 03/25/2023	

Actions Taken:
Fire control or extinguishment, other

Person 1: Ragle, Aaron

Patient Contact? | PPE Worn During Exposure

Person 1: Ragle, Aaron

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

Person 2: SPEARS, TY

Patient Contact?	PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

Person 3: SANCHEZ, MATTHEW

Patient Contact?	PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

ENGINE 4

Use	Responding From	Priority
(1) - Suppression	City of Big Spring	Emergent

Response Delays
None/No Delay

Dispatch Time	Enroute Time	Arrival Time
00:25:00, 03/25/2023	00:25:00, 03/25/2023	00:35:00, 03/25/2023

At Patient Time	Clear Time	In District Time
	02:14:00, 03/25/2023	

ENGINE 4

Actions Taken:

Personnel Count
0

ENGINE 2

Use	Responding From	Priority
(0) - Other	City of Big Spring	Emergent

Response Delays
None/No Delay

Dispatch Time	Enroute Time	Arrival Time
00:21:00, 03/25/2023	00:21:00, 03/25/2023	00:24:00, 03/25/2023

At Patient Time	Clear Time	In District Time
	02:14:00, 03/25/2023	

Actions Taken:
Fire control or extinguishment, other

Person 1: Moss, Tyler

Patient Contact?	PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

Person 2: Phelps, James

Patient Contact?	PPE Worn During Exposure

Fire Products Exposed To

PPE Worn During Exposure

PPE Malfunction?	Barrier Breach	Black Soot Around Nose	Black Soot Around Mouth

Decontamination Procedures Completed

Fire Module

SITE INFO

Alarms	Acres Burned	Resident Units In Bldg	Buildings Involved
		1	

Hydrant Identifier	Estimated Water Usage

IGNITION

Area of Origin
(00) - Other area of fire origin

Heat Source
(00) - Heat source: other

Item First Ignited
(14) - Floor covering or rug/carpet/mat, surface

Fire Confined to Item?

Type of Material First Ignited
(71) - Fabric, fiber, cotton, blends, rayon, wool

Cause of Ignition
(5) - Cause under investigation

Factors Contributing to Ignition 1
(00) - Factors contributing to ignition, other

Human Factors Contributing to Ignition
(N) - None

Est. Age of Person Involved	Gender of Person Involved

STRUCTURE

Structure Type
(1) - Enclosed building

Stories Above Grade	Stories Below Grade	Building Status
1	0	(2) - In normal use

Length	Width	Total Square Feet	Story of Fire Origin
		1414 sq ft	1

Fire Spread
(5) - Beyond building of origin

Item Contributing Most to Flame Spread	Type of Material

Number of Stories with Damage

Minor Damage	Significant Damage	Heavy Damage	Extreme Damage	Total Stories
			1	

PROTECTIVE SYSTEMS

Presence of Detector	Detector Type
(U) - Undetermined	

Power Supply	Detector Operations

PROTECTIVE SYSTEMS

Effectiveness (/Failure Reason)

Presence of Auto Extinguishing System
(N) - None Present

System Type

System Operation

# of Sprinklers

Reason for System Failure

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

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

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

SIGNED on the 3 day of June, 2024.

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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 B-6

City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION

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

3-5-24

NOTICE OF VIOLATION

24-00000177

MATHEWS ULYSSES ET UX
1311 W 2ND ST
BIG SPRING, TX 79720

Subject Property: 1311 W 2ND , BIG SPRING, TX 00000
APN: 277453

Dear MATHEWS ULYSSES ET UX

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 STRUCTURE ON PROPERTY THAT IS SUBSTANDARD AND NEEDS TO BE BROUGHT DOWN 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: 24-00000177

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

May 30, 2024

Edwin Mathews / Estate of Ulysses Mathews & Jewel Lee Mathews
1311 W. 2nd St.
Big Spring, Texas 79720

Edwin Mathews
1311 1/2 W. 2nd St.
Big Spring, Texas 79720

Marta Mathews
2702 Rebecca Dr.
Big Spring, Texas 79720

Martha Ann Crenshaw
4200 Hamilton St.
Big Spring, Texas 79720

Home Savings Association
1100 Andrews Highway
Midland, Texas 79701

Re: **1311 W 2ND, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: W/50 W/100 OF BK 3 BOWSER 50X162 478
BLK/TRACT 3 0.186 ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure	The building had fire damage that has not been repaired.

or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 8. Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety. 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. 10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The building is neglected, damaged, dilapidated, unsecured and abandoned so as to constitute an attractive nuisance. The building is intended to be used for dwelling purposes but due to dilapidation and damage is unfit for human habitation. Fire damage presents a risk of building collapse. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress	Fire damage has affected the building's load-carrying capacity. Exterior walls have fire damage which has left gaps in the exterior walls. The roof appears to admit rain and

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. 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.	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:

DEMOLISH AND REMOVE

of MAIN 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, June 11, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

> **SECTION A-1.10. Rights of Parties**
>
> (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
>
> (b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
>
> (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.

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

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

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

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

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

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

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

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

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

Sincerely,

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

9589 0710 5270 0707 0832 59

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

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

OFFICIAL USE

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

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1311 W 2ND
Final Notice
(Sub.)

Sent To Edwin Mathews
Street and Apt. No., or PO Box No. 1311 W. 2nd St.
City, State, ZIP+4® Big Spring, Texas 79720

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

9589 0710 5270 0707 0832 04

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- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1311 W 2ND
Final Notice
(Sub.)

Sent To Estate of the Late Ulysses Mathews & the
Street and Apt. No., or PO Box No. Late Jewel Lee Mathews... 1311 W 2nd St.
City, State, ZIP+4® Big Spring, Texas 79720

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

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- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1311 W 2ND
Final Notice
(Sub.)

Sent To Edwin Mathews
Street and Apt. No., or PO Box No 1311 1/2 W. 2nd St.
City, State, ZIP+4® Big Spring, Texas 79720

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

9589 0710 5270 0707 0832 28

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

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1311 W 2ND
Final Notice
(Sub.)

Sent To Marta Mathews
Street and Apt. No., or PO Box No. 2702 Rebecca Dr.
City, State, ZIP+4® Big Spring, Texas 79720

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

9589 0710 5270 0707 0832 35

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

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1311 W 2ND
Final Notice
(Sub.)

Sent To Martha Ann Crenshaw
Street and Apt. No., or PO Box No. 4200 Hamilton St.
City, State, ZIP+4® Big Sprng, Texas 79720

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

9589 0710 5270 0707 0832 42

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OFFICIAL USE

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

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1311 W 2ND
Final Notice
(Sub.)

Sent To Home Savings Association
Street and Apt. No., or PO Box No. 1100 Andrews Highway
City, State, ZIP+4® Midland, Texas 79701

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052700707083259

Copy Schedule a Redelivery (https://tools.usps.com/redelivery.htm)

Latest Update

This is a reminder to arrange for redelivery of your item before June 14, 2024 or your item will be returned on June 15, 2024. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed
Reminder to Schedule Redelivery of your item before June 14, 2024
June 5, 2024

Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
May 31, 2024, 11:43 am

See All Tracking History

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

Text & Email Updates

Schedule Redelivery

USPS Tracking Plus®

Feedback

Product Information

See Less ^

Remove X

Tracking Number:

9589071052700707083204

Copy Schedule a Redelivery (https://tools.usps.com/redelivery.htm)

Latest Update

This is a reminder to arrange for redelivery of your item before June 14, 2024 or your item will be returned on June 15, 2024. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed
Reminder to Schedule Redelivery of your item before June 14, 2024
June 5, 2024

Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
May 31, 2024, 11:43 am

See All Tracking History

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

See More v

Remove X

Tracking Number:

9589071052700707083211

Copy Schedule a Redelivery (https://tools.usps.com/redelivery.htm)

Latest Update

This is a reminder to arrange for redelivery of your item before June 14, 2024 or your item will be returned on June 15, 2024. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed

Reminder to Schedule Redelivery of your item before June 14, 2024

June 5, 2024

Notice Left (No Authorized Recipient Available)

BIG SPRING, TX 79720
May 31, 2024, 11:43 am

See All Tracking History

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

See More ∨

Remove ×

Tracking Number:

9589071052700707083228

Copy **Schedule a Redelivery (https://tools.usps.com/redelivery.htm)**

Latest Update

This is a reminder to arrange for redelivery of your item before June 14, 2024 or your item will be returned on June 15, 2024. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed

Reminder to Schedule Redelivery of your item before June 14, 2024
June 5, 2024

Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
May 31, 2024, 12:11 pm

See All Tracking History

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

See More

Remove ×

Tracking Number:

9589071052700707083235

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

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Moving Through Network

In Transit to Next Facility
June 5, 2024

Arrived at USPS Regional Facility
COPPELL TX DISTRIBUTION CENTER
June 4, 2024, 10:19 am

See All Tracking History

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

See More

Remove ×

Tracking Number:

9589071052700707083242

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

Latest Update

Your package is moving within the USPS network and is on track to be delivered to its final destination. It is currently in transit to the next facility.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Moving Through Network

In Transit to Next Facility
June 5, 2024

Arrived at USPS Regional Facility
COPPELL TX DISTRIBUTION CENTER
June 4, 2024, 10:07 am

See All Tracking History

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

See More ⌄

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

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 June 11, 2024, attached as **Exhibit B-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 29, 2024."

SIGNED on the 3 day of June, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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-7

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 **JUNE 11TH, 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:

1109 RUNNELS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 "A" BK 27 FAIRVIEW HEIGHTS 50X140 024 ACQ 062113 BLK/TRACT 27 0.161 ACRES – OWNER: JOE OLIVIO

1311 W 2ND, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: W/50 W/100 OF BK 3 BOWSER 50X162 478 BLK/TRACT 3 0.186 ACRES – OWNER: ESTATE OF THE LATE ULYSSES MATHEWS AND THE LATE JEWEL LEE MATHEWS

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

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

Nick Reyna

Nick Reyna, Building Official, City of Big Spring

SIERRA
HERALD
Nov 29 2024 4:30 PM

1011 W 7TH

Code Compliance Official: Ashley Guerra

Exhibit C-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1011 W 7TH

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

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

"I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1011 W 7TH**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 3 day of June, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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-2

Property Details

Account		
Property ID:	282200	**Geographic ID:** B4020009900
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	1011 W 7TH	
Map ID:		**Mapsco:**
Legal Description:	LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY 100X90 833 0.207 ACRES ACQ 100213	
Abstract/Subdivision:		
Neighborhood:	LKVW2	
Owner		
Owner ID:	439529	
Name:	GUTIERREZ SERVANDO	
Agent:		
Mailing Address:	2300 GRACE BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$2,718 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$2,254 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$4,972 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$4,972 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$4,972
Ag Use Value:	$0

VALUES DISPLAYED ARE 2024 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: GUTIERREZ SERVANDO **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$4,972	$4,972	$11.88	
02B	CITY OF BIG SPRING	0.673163	$4,972	$4,972	$33.47	
03B	BIG SPRING ISD	0.930900	$4,972	$4,972	$46.28	
052	HOWARD COLLEGE	0.168395	$4,972	$4,972	$8.37	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $100.00

Estimated Taxes Without Exemptions: $100.00

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1011 W 7TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 3 day of June, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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

BIG SPRING TEXAS

CASE NOTES

Report Run On: Thursday, 09 May 2024 15:12

Case # 23-00000198 **Parcel # :** 282200

Site Address: 1011 W 7TH

Case Description: substandard structure

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		PREPARING TO SEND TO LEGAL 5-9-24	Ashley Guerra	05/09/24	
SITE VISIT		went by on 5-6-24 to check on property no progress has been made going to prep to send to legal	Ashley Guerra	05/06/24	
GENERAL		owner pulled demo permit on 10-31-23	Ashley Guerra	11/02/23	
SITE VISIT		went back for re inspection on 10-25-23 . owner stopped by he has cut the yard and notified us he would be in for a demo permit . to remove ss building from property . owner information Servando Gutierrez [redacted] home owner address [redacted]	Ashley Guerra	10/25/23	
GENERAL		SENT OUT NOTICE OF VIOLATION ON 10-9-23	Ashley Guerra	10/09/23	
CORRECTIVE ACTION		ON 10-4-23 DROVE BY AND NOTICED A SUBSTANDARD STRUCTURE , HOLES IN ROOF ,REPAIR OR DEMO HOUSE NEEDS TO BE SECURE /DEMO OR BROUGHT UP TO CODE . DEADLINE FOR COMPLIANCE IS SEVEN (7) DAYS FROM DATE OF MAILING	Ashley Guerra	10/09/23	
GENERAL		took photos 10-4-2023	Malissa Garcia	10/04/23	
SITE VISIT		ON 10-4-23 WENT BY NOTICED A SS CLASS ONE	Ashley Guerra	10/04/23	

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 October 4, 2023, October 25, 2023, and May 6, 2024, I inspected the property described as:

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

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

SIGNED on the 3 day of June, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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

23-00000198
October 4, 2023 10:53 AM

23-00000198
October 4, 2023 10:53 AM

23-00000198
October 4, 2023 10:53 AM

October 4, 2023 10:58 AM

23-00000198
October 4, 2023 10:54 AM

5, 2023 3:03 PM

23-0000198
October 25, 2023 3:03 PM

October 25, 2023 3:03 PM

October 25, 2

5, 2023 3:03 PM

October 25, 2023 3:03 PM

BS BR
C
F.F
C.F
October 25, 2023 3:04 PM

23-00000198

23-00000198

October

23-00000198
May 06, 2024 8:56 AM

23-00000198
May 06, 2024 8:56 AM

23-00000198
May 06, 2024 8:56 AM

23-00000198
May 06, 2024 8:56 AM

23-00000198
May 06, 2024 8:57 AM

May 06, 2024 8:56 AM

23-00000198
May 06, 2024 8:56 AM

23-00000198

Exhibit C-5

Case # 23-00000198

CITY OF BIG SPRING
DEMOLITION PROJECTS PERMIT
432-264-2504
THIS FORM WAS PRINTED ON: 4/26/2024

PERMIT #: **2300001675**

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

PROJECT ADDRESS:	**1011 W 7TH ST**	LOT #:	**LESS S/50 OF LTS 1-2**
SUBDIVISION:	**JONES VALLEY**	BLK #:	13
		ZONE ORD:	
OWNER NAME:	**SERVANDO GUTIERREZ**	CONTRACTOR:	**SERVANDO GUTIERREZ**
ADDRESS	**1011 W 7TH ST**	ADDRESS:	**1011 W 7TH ST**
CITY	**BIG SPRING**	CITY:	**BIG SPRING**
STATE	**TX**	ST:	**TX**
ZIP:	**79720-2116**	ZIP:	**79720-2116**
PHONE:		PHONE:	
ENGINEER:		SQ FT	**0.00**
DESIGNER:		OCCP TYPE:	
PROP.USE		CNST TYPE:	
WORK:	**DEMOLITION PROJECTS**	WORK CLASS:	

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

NOTES:

NOTICE

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

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

_____ _____ ___/___/_____
(SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT) PHONE # DATE

_____ ___/___/_____
(APPROVED BY) DATE

Exhibit C-6

BIG SPRING
TEXAS

ORDER OF ABATEMENT

1011 W 7TH, BIG SPRING, TEXAS 79720
LESS S/50 OF LTS 1-2 BK 13 JONES VALLEY
100X90 833 0.207 ACRES ACQ 100213
CITY OF BIG SPRING, HOWARD COUNTY, TEXAS

On November 28, 2023 City Council heard evidence and arguments regarding the conditions at the above-described property, and upon a vote taken at a duly noticed official meeting, the City Council of Big Spring enters this **PRELIMINARY ORDER** to abate the following nuisance conditions at the above-described property. This preliminary order shall have no effect, unless and until it becomes a final order, as stated herein.

Any person who would be affected by this order may appeal the order within thirty (30) days to the State District Court for relief, and upon failure to do so within such period, or upon final adjudication in a State court in favor of the City, such order shall be final.

If not so appealed on or before **Friday, December 29th, 2023**, this order shall become the **FINAL ORDER OF ABATEMENT** and at such time the final order shall take effect.

FINDINGS:

1. Servando Gutierrez ("Owner" herein) did receive a final written notice, dated November 17, 2023, that the following structure(s): ***Main Structure***,on the property violated the following sections of the Property Maintenance Code of the City of Big Spring:

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is	The structure is open to the elements due to broken windows and no door. The roof and interior is rotted and showing signs of dilapidation. Hazardous condition.

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.

2. As indicated by underlining, the Owner (failed to respond to the notice of violation)(appeared at the hearing in person).

3. The Final Notice included a Notice of Hearing to be held at **5:30 PM, November 28, 2023.**

4. The hearing was held at the above-stated day and time. Code Compliance presented evidence that a nuisance exists on the property as described in Item 1 of Findings, above, and requested an order to abate said nuisance.

5. All evidence presented to the City Council, including the issuance of notices, for its consideration of this matter is hereby accepted and incorporated into the body of this Order for all purposes.

6. Based on the evidence presented, City Council conducted a vote in open session finding that the premises are in violation of the sections referenced in Item 1 of Findings, above, and constitute nuisances and is unsafe, and ordering abatement of the nuisances as follows.

IT IS SO ORDERED that the structures be vacated and no person or entity may occupy the structures until such time as a final inspection is conducted and certificate of occupancy issued.

IT IS SO ORDERED that a sign or signs be posted at the front and rear entrance to the property/structure in substantially similar form:

NOTICE TO VACATE BUILDING/STRUCTURE

DANGEROUS BUILDING/STRUCTURE
DO NOT ENTER. UNSAFE TO OCCUPY

1011 W 7TH, BIG SPRING, TEXAS 79720

By order of the City Council

This Structure, ***Main Structure***, at this Property Is Unsafe and Its Occupancy Has Been Prohibited by the City of Big Spring.

It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or of demolishing the same.

IT IS SO ORDERED that in the event they are not abated at the time this Order shall become Final, the City shall abate all of the above-described nuisance violations from the above-described structure(s) at the above-described property by: Demolish and Remove.

IT IS FURTHER ORDERED that the costs of abatement be assessed against the owner pursuant to the Property Maintenance Code of the City of Big Spring. If such costs and expenses are unpaid, the City shall file a lien and assess a civil penalty in the amount of 25% of the abatement costs pursuant to the Property Maintenance Code of the City of Big Spring.

A COPY OF THIS ORDER SHALL BE POSTED ON THE PROPERTY.

Nov. 30, 2023
Date Executed

Robert H. Moore, III, Mayor
on behalf of City Council

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

"The document in **Exhibit C-7** 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-7** is also attached.

SIGNED on the 3 day of June, 2024.

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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-7

Case number: 23-00000198

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

May 30, 2024

Servando Gutierrez
2300 Grace St.
Big Spring, Texas 79720

Servando Gutierrez
1011 W. 7th St.
Big Spring, Texas 79720

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

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

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

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: 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. 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.	The structural members of the building have deteriorated so as to reduce their load-carrying capacity. 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:

DEMOLISH AND REMOVE

of MAIN 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, June 11, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

CONDUCT OF THE HEARING. The Structural Standards Ordinance of the Big Spring City

Code provides the following concerning the conduct of the hearing:

SECTION A-1.10. Rights of Parties

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

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

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

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

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

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

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

NOTICE TO OWNER: According to the real property records of Howard County, you own the

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

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

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

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

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

Sincerely,

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

9589 0710 5270 0707 0832 66

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

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

OFFICIAL USE

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

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1011 W. 7TH Final Notice (Sub.)

Sent To Servando Gutierrez
Street and Apt. No., or PO Box No. 2300 Grace St.
City, State, ZIP+4® Big Spring, Texas 79720

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

9589 0710 5270 0707 0832 73

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

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

OFFICIAL USE

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$

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

Postage
$

Total Postage and Fees
$

5/30/2024

Postmark Here

1011 W. 7TH Final Notice (Sub.)

Sent To Servando Gutierrez
Street and Apt. No., or PO Box No. 1011 W. 7th St.
City, State, ZIP+4® Big Spring, Texas 79720

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052700707083266

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

Latest Update

Your item was delivered to an individual at the address at 4:28 pm on May 31, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

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May 31, 2024, 4:28 pm

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Your item departed our USPS facility in EL PASO TX DISTRIBUTION CENTER on June 5, 2024 at 11:18 pm. The item is currently in transit to the destination.

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Departed USPS Regional Facility
EL PASO TX DISTRIBUTION CENTER
June 5, 2024, 11:18 pm

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June 5, 2024, 11:44 am

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FAQs

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Servando Gutierrez
2300 Grace St.
Big Spring, Texas 79720

9590 9402 8876 4005 4534 26

2. Article Number (Transfer from service label)

9589 0710 5270 0707 0832 66

COMPLETE THIS SECTION ON DELIVERY

[redacted]

☐ Agent
☐ Addressee

C. Date of Delivery

5/31/24

☐ Yes
☐ No

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☑ Adult Signature
☐ Adult Signature Restricted Delivery
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STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for June 11, 2024, attached as **Exhibit C-8**, was posted on or near the front door of each dwelling unit listed in the attached notice on May 29, 2024."

SIGNED on the 3 day of June, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of June, 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-8

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 **JUNE 11TH, 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:

1109 RUNNELS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LTS 3-4 "A" BK 27 FAIRVIEW HEIGHTS 50X140 024 ACQ 062113 BLK/TRACT 27 0.161 ACRES – OWNER: JOE OLIVIO

1311 W 2ND, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: W/50 W/100 OF BK 3 BOWSER 50X162 478 BLK/TRACT 3 0.186 ACRES – OWNER: ESTATE OF THE LATE ULYSSES MATHEWS AND THE LATE JEWEL LEE MATHEWS

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

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

Nick Reyna

Nick Reyna, Building Official, City of Big Spring

May 29, 2024 4:26 PM

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, May 28, 2024, with the following members present in person:

MAYOR PRO TEM TROY TOMPKINS
COUNCIL MEMBER HOMER WILKERSON
MAYOR ROBERT MOORE
COUNCIL MEMBER CODY HUGHES
COUNCIL MEMBER DIANE YANEZ
COUNCIL MEMBER DANIEL MORENO
COUNCIL MEMBER NICK ORNELAS

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
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
Dr. Joseph Chavez gave the invocation.

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

Public Comment

Public Comment

There was no public comments made at this time.

Announcements, Presentations and Public Hearings

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Presentation from CRMWD (Colorado River Municipal Water District)

Cole Walker, General Manager, presented to the Council a review of how the Colorado River Municipal Water Districts operates.

Public Hearing - Ambulance Operator's Permit of Allegiance Mobile Health

Jay Holt, Fire Chief, explained that Allegiance Mobile Health needs an Ambulance Operator's Permit to run the EMS Service for Big Spring and Howard County with the Council's approval.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 5
- Update - Bert Andries Splash Pad Opening
- Russ McEwen Aquatic Center Opening - June 1st
- Update - Goliad Street
- Update - Handicap Door at the Water Office
- Seeking Grants for a Community Center

Todd Darden, City Manager, reported on the above captioned items as follows: Large Item Pickup for District 5 picked up 15 tons of items; The Bert Andries Splash Pad grand opening was very successful; The Russ McEwen Aquatic Center will be opening for the summer on June 1st; The Goliad Street drainage project is complete; A handicap door has been put in at the Water Office; and the City Staff is starting the process of seeking grants and donations for a new Community Center and will be bringing RFQ's to the council.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of May 14, 2024.

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Directors Minutes for the Regular Meeting of April 16, 2024

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meeting of April 18, 2024

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Vouchers

Vouchers for 05/17/24	$	844,035.61
Vouchers for 05/23/24	$	591,967.36

Council Member Tompkins asked for the above captioned vouchers to be moved to the next City Council meeting.

Bids

TABLED - Acknowledge Receipt That This Item is No Longer Available.
Consideration and Possible Action on Awarding a Bid for a 9 Ton Deck Crane for the Wastewater Treatment Plant and Authorizing the City Manager or His Designee to Execute any Necessary Documents

John Medina, Assistant City Manager, explained that the above captioned item was no longer available and no action needs to be taken at this time.

Consideration and Possible Action on Awarding a Bid for an Asbestos Abatement at the McMahon-Wrinkle Airpark for Building #42 and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to award the above captioned bid to 1 Priority Environmental Services in the amount of $98,000.00, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for the Frazier Road Elevated Tank Project at the McMahon-Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Mayor Pro Tem Tompkins to award the above captioned bid to Maguire Iron, Inc. in the amount of $2,668,000.00, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action on Awarding a Bid For Replacing the Doors on Hangar 25 at McMahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Yanez to award the above captioned bid to WR Construction, Inc. for the total amount of $546,356.00, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action on Awarding a Bid for Window Replacement at City Hall and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Ornelas to award the above captioned bid to PK Construction in the amount of $184,352.00, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

New Business

Consideration and Possible Action Authorizing Event Funding Request from CVB for Pops in the Park.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Utility Fund Budget for the Purpose of Conducting an Inventory of All Service Lines in Response to the Lead Copper Rule Established in 2021 to Meet an October 16, 2024 Deadline; 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 Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the Airpark Fund Building Account for the Purpose of Replacing the Hangar Doors at the Hanger 25 Museum; Providing for Severability; Providing for Publication; and Providing an Effective Date.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Granting a Partial Ad Valorem Tax Exemption for Tax Year 2024 for the Homestead of any Married or Unmarried Adult; Finding and Determining That the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; Providing for Severability; Providing for Repeal of Conflicting Ordinances; 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 Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

First Reading of an Ordinance Approving a Final Plat of Kentwood Addition (Unit 6), Being a Replat of Lots 11-20, Block 19 and Part of Lot 12, Block 22 of the Kentwood Addition (Unit 2), also Being a 7.248-Acre Tract out of Section 9, Block 32, T-1-S, T & P R.R. Co. Survey, Howard County Texas; Providing for the Repeal of Conflicting Legislation; Providing for Severability; Finding and Determining That the Meetings at Which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

First Reading of a Resolution to Authorize the Filing of a Grant Application with the Permian Basin Regional Planning Commission for a Regional Solid Waste Program Grant Authorizing the Director of Public Works to Act on Behalf of the City of Big Spring in All Matters Related to the Application; and Pledging That if a Grant is Received City of Big Spring Will Comply with the Grant Requirements of the Permian Basin Regional Planning Commission, the Texas Commission on Environmental Quality and the State of Legislation; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining That the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an

Effective Date.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action Regarding the Purchase of Two Public Utility Easements for Installation of a New Sewer Line in Section 4, Block 33, Township 1 South, T. & P. RR Co. Survey, Authorizing the City Attorney to Modify the Necessary Documents before Execution, and Authorizing the City Manager to Execute the Necessary Documents.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Boards and Committees

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

Planning & Zoning Commission

Felix Holguin - Appointment - Dist. Five

MOTION WAS MADE BY Mayor Moore to appoint Felix Holguin to the Planning & Zoning Commission, seconded by Mayor Pro Tem Tompkins.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

CRMWD Board of Directors

Dr. John Myers - Reappointment

Mr. Richard Steel - Reappointment

MOTION WAS MADE BY Mayor Moore to reappoint Dr. John Myers and Mr. Richard Steel to the CRMWD Board of Directors, seconded by Council Member Yanez.

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

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

MOTION PASSED

Council Input

Input

Mayor Pro Tem Tompkins thanked Mike Feeley, Airpark Director, and Mark Willis, EDC Director, for their work on the ABS Project.

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meeting Act, Section 551.087, Texas Government Code, "Deliberation Regarding Economic Development Negotiations; Closed Meeting" to Discuss and Deliberate Economic Development Negotiations

MOTION WAS MADE BY Mayor Moore to adjourn into the above captioned executive session at 6:53 p.m., seconded by Council Member Ornelas.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

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

Mayor Moore reconvened the City Council meeting at 7:05 p.m.

MOTION WAS MADE BY Mayor Moore to approve the EDC incentive package to the ABS Project as presented by Mark Willis, EDC Director, seconded by Council Member Hughes.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **7**

NAYS: None **0**

MOTION PASSED

Adjourn

Mayor Moore adjourned the City Council meeting at 7:07 p.m.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

BIG SPRING
TEXAS

MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Date: Tuesday, May 21, 2024

Subject: Lead and Copper Service Line Inventory

Action Requested: Budget Amendment for Lead and Copper Service Lines

Background Information: Unfunded Mandate

Financial Considerations:

Expenditure amount requested:	$450,000
What fund/department account will this amount be drawn from?	Water Enterprise 405
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Vendor Bids/Quotations: We received one bid from Core and Main for $395,880

Staff Opinion as to Feasibility and Timeline: This is to be completed by mid-October as the mandates spell out for all municipalities.

Staff recommendation: It is our recommendation to approve this budget amendment for the lead and copper service line audit. We are asking for $450,00o to pay for additional engineering services as well as GIS support for the project to inventory all meters in our system as we are checking service line materials.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE UTILITY FUND BUDGET FOR THE PURPOSE OF CONDUCTING AN INVENTORY OF ALL SERVICE LINES IN RESPONSE TO THE LEAD COPPER RULE ESTABLISHED IN 2021 TO MEET AN OCTOBER 16, 2024 DEADLINE; 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 Utility 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 Utility Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of $450,000.00 to account 405-021-710-5521-001, for the purpose of conducting an inventory of all service line in response to the Lead Copper Rule established in 2021 for an October 16, 2024 deadline. 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 **28th** day of **May, 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 **11th** day of **June, 2024** with all members of the Council present voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE AIRPARK FUND BUILDING ACCOUNT FOR THE PURPOSE OF REPLACING THE HANGAR DOOR AT THE HANGER 25 MUSEUM; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS the City Manager and the Finance Director recommend that the City Council increase the Airpark Fund budgeted expenditures and amend the Budget previously approved;

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increasing account 410-021-610-6200-000 by $60,000.00 for the purpose of replacing the hangar doors at the Hangar 25 Museum, and decreasing account 410-021-610-6401-000 by the same amount.

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 **28th** day of **May, 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 **11th** day of **June, 2024** with all members of the Council present voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL AD VALOREM TAX EXEMPTION FOR TAX YEAR 2024 FOR THE HOMESTEAD OF ANY MARRIED OR UNMARRIED ADULT; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and §11.13 of the Texas Property Tax Code.

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

SECTION 1. As authorized by Article 8 Section 1-b(e) of the Texas Constitution and §11.13(n) of the Texas Property Tax code the City Council hereby exempts from municipal ad valorem taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2023. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars ($5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where ad valorem tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

SECTION 2. As set forth in Texas Tax Code §11.13, joint, community, or successive owners of property may not each receive the same exemption adopted by the ordinance for the same residence homestead. Furthermore, a person may not receive an exemption under Section 11.13 for more than one residence homestead in the same year.

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **May 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 **11th** day of **June 2024**, with all members present voting "aye" for passage of same.

_____
Robert H. Moore, III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Memo

Meeting Date:	May 28, 2024
To:	City Council
From:	Cameron Walker, Contract Planner
Subject:	Conditional approval of a final plat of Kentwood Addition (Unit 6), being a replat of Lots 11-20, Block 19 and Lots 1-11, and part of Lot 12, Block 22 of the Kentwood Addition (Unit 2), also being a 7.248-acre tract out of Section 9, Block 32, T-1-S, T&P RR. Co Survey, Howard County Texas.
Location:	Generally located on the south side of McDonald Drive east of Shirley Drive.
Contact:	Cameron Walker, Contract Planner, 432-349-5102

Analysis:

The property was platted previously as a portion of Kentwood Addition (Unit 2). It is now being replatted into twenty-eight residential lots for new housing.

The plat meets all the City's subdivision regulations, except that the majority of lots are smaller than the minimum lot size required under the current zoning of SF-2, Single-Family Dwelling District. As such, it cannot be approved *and recorded* until the zoning is approved by the City Council. The Commission will act on the proposed zone change at the April 16th meeting. If the developer's proposal to rezone the property is recommended for approval then it will be appropriate for the Commission to consider recommending conditional approval of the plat. The City Council has final authority over both the zoning and the plat. Public improvements including water lines, sewer lines, fire hydrants, street paving including curb and gutter will be installed or are currently being completed.

Staff recommends approval of the conditional final plat of Kentwood Addition (Unit 6).

Attachments: Plat

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.

Rec'd By/Date For Office Use Only
_____/_____
_____/_____
_____/_____
_____/_____
_____/_____
_____/_____

(Check items if submitted with this application form.)

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

_____
Notary Public, Midland County, Texas

FOR OFFICE USE ONLY
Rec'd BY: _____ DATE: _____
RES REPLAT: YES _____ NO _____
ASSIGNED: _____
FOR: _____ ON: _____

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS APPROVING A FINAL PLAT OF KENTWOOD ADDITION (UNIT 6), BEING A REPLAT OF LOTS 11-20, BLOCK 19 AND PART OF LOT 12, BLOCK 22 OF THE KENTWOOD ADDITION (UNIT 2), ALSO BEING A 7.248-ACRE TRACT OUT OF SECTION 9, BLOCK 32, T-1-S, T & P R.R. CO. SURVEY, HOWARD COUNTY TEXAS; 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 Planning and Zoning Commission held public hearings during regular meetings on April 16, 2024 and gave its approval of the conditional Final Plat of said 7.248 acres;

WHEREAS, it was determined by the Planning and Zoning Commission that approval and recording of the Final Plat for the 7.248-acre tract was subject to approval by the City Council of Big Spring of a Rezone of the tract;

WHEREAS, the City Council of the City of Big Spring held a public hearing during a duly noticed regular meeting on April 23, 2024 and passed on first reading the 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;

WHEREAS, the City Council of the City of Big Spring held a public hearing during a duly noticed regular meeting on May 14, 2024 and passed on final reading the 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; and

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

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

SECTION 1. The Final Plat of the approximately 7.248-acre tract out of Section 9, Block 32, T-1-S, T & P R.R. Co. Survey of Howard County in the City of Big Spring, Howard County, Texas, attached hereto as Exhibit "A," is hereby approved.

SECTION 2. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

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

SECTION 4. It is hereby officially found and determined that the meetings at which this Ordinance was adopted were open to the public and that public notice of the time, place and purpose of said meetings was given as required by law.

SECTION 5. This Ordinance is ordered to be codified.

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

SECTION 7. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **May, 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 **11th** day of **June, 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

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

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

METES & BOUNDS DESCRIPTION:

BEING a **7.248-acre** tract of land which includes all of Lot Nos. 11-20, Block 19, and all of Lot Nos. 1-11 and a northerly 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 further, said 7.248 acres includes the adjacent portions of McDonald Drive, Joshua Drive, Merrily Drive and it's easterly extension, and the alley adjacent to the easterly boundary lines of said Lots 1-11 and northerly portion of Lot No. 12, Block 22; said 7.248-acre tract being more particularly described in metes and bounds as follows:

BEGINNING at a set 1/2-inch rebar rod with cap stamped "J&M BOUNDARY" (replacing a found and bent 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 213A, Plat Records, Howard County, Texas, and being the southwest corner of said Block 19, KENTWOOD Unit 2;

THENCE North 11°41'46" West 229.02 feet to a set 1/2-inch rebar rod with cap stamped "J&M BOUNDARY" (henceforth referred to as a SET REBAR) marking the beginning of a non-tangent curve to the right having a radius of 2085.00 feet, an arc length of 629.55 feet, a delta angle of 17°18'00" and subtended by a chord with bearing and distance of N08°35'03"W 627.16 feet;

THENCE in a northerly direction along said curve to the right, at 549.70 feet pass the south right-of-way line of McDonald Drive, and continuing **the total arc length of 629.55 feet** to a SET REBAR (replacing a found and bent metal pipe) in the north right-of-way line of McDonald Drive marking the northwest corner of this described tract, the northeast corner of said KENTWOOD Unit 5, and the southwest corner of Lot No. 21, Block 20 of said KENTWOOD Unit 2;

THENCE North 88°52'46" East, at 130.00 feet pass the southeast corner of said Lot No. 20 in the west right-of-way line of Joshua Drive, at 190.00 feet pass the east right-of-way line of Joshua Drive and the southwest corner of Lot No. 21, Block 21 of said KENTWOOD Unit 2, and continuing a total distance of 221.71 feet to a found spike nail marking the beginning of a non-tangent curve to the left having a radius of 3950.00 feet, an arc length of 143.33 feet, a delta angle of 02°04'44" and subtended by a chord with bearing and distance of N88°08'05"E 143.32 feet;

THENCE in an easterly direction along said north right-of-way line and curve to the left and the south line of said Lot No. 21, Block 21, at 123.33 feet pass the southeast corner of said Lot No. 21, Block 21 being in the west right-of-way line of a 20-foot wide alley, and continuing said total arc length of 143.33 feet to a found 1/2-inch rebar rod marking the southwest corner of Lot No. 22 of said Block 21, same being the northeast corner of this 7.248-acre tract, and the beginning of a non-tangent curve to the left having a radius of 3950.00 feet, an arc length of 695.45 feet, a delta angle of 10°05'16" and subtended by a chord with bearing and distance of S08°27'43"E 694.55 feet;

THENCE in a southerly direction along said non-tangent curve to the left, at 80.00 feet pass the south right-of-way line of said McDonald Drive, a found 1/2-inch rebar rod marking the northwest corner of Lot 40 of said Block 22, and the northeast corner of a 20 feet wide alley, and continuing along the easterly right-of-way line of said alley said **total arc length of 695.45 feet** to a SET REBAR marking the end of said curve to the left, same being the beginning of a non-tangent curve to the right having a radius of 2385.00 feet, an arc length of 167.53 feet, a delta angle of 04°01'28" and subtended by a chord with bearing and distance of S13°14'01"E 167.49 feet;

THENCE in a southeasterly direction along said curve to the right and continuing along said easterly alley right-of-way line, said arc length of 167.53 feet to a SET REBAR marking the end of said curve;

THENCE South 78° 03' 32" West, at 20.00 feet pass the west line of said 20-foot wide alley and the easterly line of Lot No. 12 of said Block 22, and continuing over and across said Lot No. 12 a **total distance of 210.14 feet** to a SET REBAR marking the intersection of the south right-of-way line of said Merrily Drive and the westerly right-of-way line of Joshua Drive, same being the northeast corner of Block 14 of said KENTWOOD Unit 2 and the beginning of a non-tangent curve to the left with radius of 2175.00 feet, an arc length of 60.00 feet, a delta angle of 01°34'51" and subtended by a chord with bearing and distance of N11°57'18"W 60.00 feet;

THENCE in a northwesterly direction along said curve to the left being an extension of said westerly right-of-way line of said Joshua Drive, an arc length of 60.00 feet to a SET REBAR marking the intersection of said westerly right-of-way line of Joshua Drive and said northerly right-of-way line of Merrily Drive, same being the southeast corner of Lot No. 11 of said Block 19;

THENCE South 78° 01' 10" West 52.81 feet along said northerly right-of-way line of Merrily Drive and the south line of said Lot No. 11 to a found 1/2-inch rebar rod marking the beginning of a non-tangent curve to the right having a radius of 360.00 feet, an arc length of 96.32 feet, a delta angle of 15°19'45" and subtended by a chord with bearing and distance of 96.03 feet;

THENCE along said northerly right-of-way line and southerly lot line and said curve to the right, said arc length of 96.32 feet to said **POINT OF BEGINNING** and containing 7.248 acres of land.

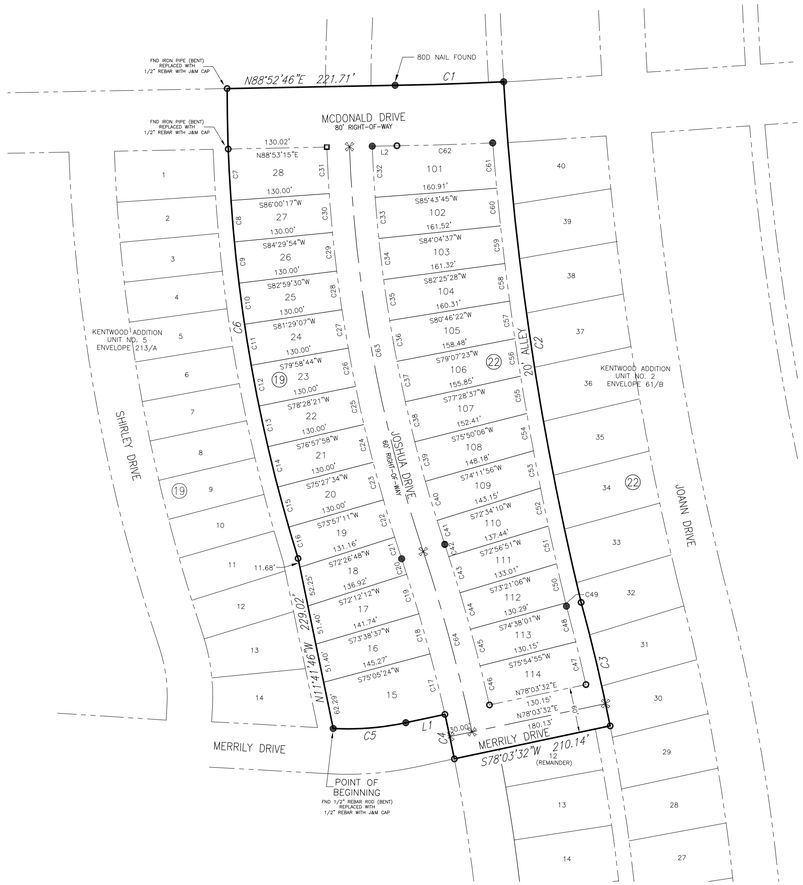
BASIS OF BEARINGS:
BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE BASED ON GRID NORTH REFERENCING THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, AND NAD 83 AS DETERMINED FROM GPS SURVEY DATA. DISTANCES CAN BE CONVERTED TO SURFACE BY MULTIPLYING EACH BY THE COMBINED SCALE FACTOR OF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

PLAT NOTES:
1. AREA OF SUBDIVISION = 7.248 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 SPRING, 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.

NORTH

GRAPHIC SCALE 1"=100'
100 0 100 200



VICINITY MAP
(1"=2000')

LEGEND

- SUBDIVISION BOUNDARY
- ADJACENT PROPERTY
- PROPOSED LOT LINES
- PROP. STREET R.O.W.
- EXIST. STREET R.O.W.
- PROP. STREET CENTERLINE
- PROP. UTILITY EASEMENTS
- EXIST. UTILITY EASEMENTS
- SET 1/2 INCH REBAR ROD WITH PLASTIC CAP STAMPED "J&M BOUNDARY"
- SET MAGNAIL WITH METAL WASHER
- FOUND 1/2 INCH REBAR ROD (UNLESS OTHERWISER NOTED)
- FOUND STEEL PIPE
- D.E. = DRAINAGE EASEMENTS
- U.E. = UTILITY EASEMENTS
- S.L.E. = STREET LIGHT EASEMENTS
- P.R. = PLAT RECORDS, HOWARD CO., TEXAS
- D.R. = DEED RECORDS, HOWARD CO., TEXAS
- O.P.R. = OFFICIAL PUBLIC RECORDS, HOWARD CO., TEXAS

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S78°01'10"W	52.81'
L2	S88°53'15"W	32.68'

BLOCK 19

LOT AREA TABLE			
LOT NO.	AREA (SQ.FT.)	AREA (ACRES)	PERI-METER
15	11,134	0.256	438.85'
16	7,624	0.175	393.31'
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	418.78'
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	6,768	0.155	366.33'
113	6,698	0.154	363.36'
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°05'16"	348.63'	S8°27'43"E	694.55'
C3	167.53'	2385.00'	4°01'28"	83.80'	S13°14'01"E	167.49'
C4	60.01'	2175.43'	1°34'50"	30.01'	N11°57'18"W	60.01'
C5	96.32'	360.00'	15°19'45"	48.45'	S85°26'25"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°46'28"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°38'26"W	43.20'
C17	82.16'	2175.00'	2°09'52"	41.09'	S13°49'40"E	82.16'
C18	54.90'	2175.00'	1°26'47"	27.45'	S15°37'59"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'
C22	51.40'	1955.00'	1°30'23"	25.70'	S16°48'00"E	51.40'

CURVE TABLE						
CURVE NO.	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
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	33.06'	1895.00'	0°59'58"	16.53'	S17°55'49"E	33.06'
C42	16.94'	2235.00'	0°26'04"	8.47'	S18°08'50"E	16.94'
C43	50.00'	2235.00'	1°16'55"	25.00'	S17°17'21"E	50.00'
C44	50.00'	2235.00'	1°16'55"	25.00'	S16°00'27"E	50.00'

CURVE TABLE						
CURVE NO.	ARC LENGTH	RADIUS	Δ ANGLE	TANGENT	CHORD BEARING	CHORD LENGTH
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	57.96'	2365.00'	1°24'15"	28.98'	N13°22'15"W	57.96'
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°18'56"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°57'39"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	126.45'	4030.00'	1°47'52"	63.23'	S88°18'20"W	126.44'
C63	544.84'	1925.00'	16°13'00"	274.26'	S10°19'16"E	543.03'
C64	246.66'	2205.00'	6°24'33"	123.46'	S15°09'34"E	246.53'

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

HOWARD
COUNTY CLERK 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 AND 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: 7.248 ACRES

SCALE: 1" = 100' SMALLEST LOT: 0.154 ACRE LARGEST LOT: 0.256 ACRE

LOT WIDTH: MIN. 50.00' MAX. 82.16' LOT DEPTH: MIN. 130.00' MAX. 161.52'

FOUND REBAR ROD (●) (SYMBOL) SET 1/2" REBAR ROD WITH CAP (○) (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 11, 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS TO AUTHORIZE THE FILING OF A GRANT APPLICATION WITH THE PERMIAN BASIN REGIONAL PLANNING COMMISSION FOR A REGIONAL SOLID WASTE PROGRAM GRANT AUTHORIZING DIRECTOR OF PUBLIC WORKS TO ACT ON BEHALF OF CITY OF BIG SPRING IN ALL MATTERS RELATED TO THE APPLICATION;AND PLEDGING THAT IF A GRANT IS RECEIVED CITY OF BIG SPRING WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE PERMIAN BASIN REGIONAL PLANNING COMMISSION, THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE STATE OF TEXAS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council finds it advisable to proceed as follows; and,

WHEREAS, the Permian Basin Regional Planning Commission is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the Permian Basin Regional Planning Commission adopted regional solid waste management plan; and,

WHEREAS, City of Big Spring in the State of Texas is qualified to apply for grant funds under the Request for Applications;

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

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

SECTION 2. The Director of Public Works is authorized to request grant funding under the Permian Basin Regional Planning Commission Regional Solid Waste Grants Program and act on behalf of the City of Big Spring in all matters related to the grant application and any subsequent grant contract and grant project that may result.

SECTION 3. If the project is funded, the City of Big Spring will comply with the grant requirements of the Permian Basin Regional Planning Commission, Texas Commission on Environmental Quality, and the State of Texas.

SECTION 4. Grant funds and any grant-funded equipment or facilities will be used only for purposes for which they are intended under the grant.

SECTION 5. Activities will comply with and support the adopted regional and local solid waste management plans adopted for the geographical area in which the activities are performed.

SECTION 6. This resolution shall take effect immediately after passage in accordance with provisions of the Charter of the City of Big Spring.

SECTION 7. Should any section, paragraph, sentence, clause, phrase, or word of this resolution be declared unconstitutional or invalid for any purpose, the remainder of this resolution shall not be affected thereby.

SECTION 8. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **28th** day of **May 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 **11th** day of **June 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

BIG SPRING
TEXAS

MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Date: Tuesday, June 11, 2024

Subject: Vertical Turbines

Action Requested: Requesting to award the bid for two new vertical turbine pumps located at our water treatment plant.

Financial Considerations:

Expenditure amount requested:	$270,820.00
What fund/department account will this amount be drawn from?	Water Treatment Plant
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No

Staff recommendation: Being the only vendor for peerless pumps in the Permian basin, it is staff recommendation to award the bid from JCH. This is a budgeted item in the 2023-2024 budget and the bid came in $30,000.00 under budget. These pumps serve as the main pumps leaving the water treatment plant to distribute water to all the citizens of Big Spring, and need to be replaced before they go out completely. We are planning to send the old pumps off to be rebuilt and be stored as spares in case any pump failures in the future.

Wednesday, June 5, 2024

Sub: Peerless Pump Co. Authorized Distributor / Water Utilities Market

To Whom It May Concern,

JCH Inc. (James Cooke and Hobson) is the sole representative, distributor, dealer and warranty center for all Peerless Products in the Water Utility Market for The Texas High Plains, Permian Basin, Panhandle and specifically Howard County. This means JCH Inc. is the only company authorized to bid projects or provide parts and service on behalf of Peerless Pump Co. and is the only company that Peerless Pump will support for startup, warranty, and aftermarket requirements.

If you receive a bid proposal for Peerless Pump products from anyone other than JCH Inc. in the High Plains, Permian Basin, Panhandle of Texas, and specifically Howard County all warranties for those products will be considered void.

If you have any questions or concerns, please feel free to contact me direct.

Sincerely yours,

Dave Stuart
Peerless Pump Co.
Regional Sales Manager
Water Utility-West

JAMES • COOKE • HOBSON
Address: 102 Nena Amarillo, TX 79119
Phone: (806) 676-0017 Web: jchinc.com

4/24/24

Attention: Chad Tidwell

Subject: Quote for a new Peerless Vertical Turbine for the Low side application

Dear Sir:
Thank you for asking us to provide you with this quote. Please use $128,850.00 as your cost for a new complete vertical turbine pump and motor along with installation to replace one of the Low side vertical turbines.
We are quoting a Peerless 14MD/HC 3stage short set vertical turbine to match existing pump dimensions & using a new National HH-80 discharge head so no piping changes need to be made.

- Duty point is 2800gpm @ 216'TDH
- New GE 200hp 1750rpm ODP Vertical Hollow shaft motor that is VFD compatible
- Inside of bowl assembly has ScotchKote 134 lining
- Outside of bowl assembly, inside/outside of discharge column, inside/outside of discharge head all coated with 2 part epoxy paint.
- Packed Stuffing box

Items Included:

One (1) Peerless vertical turbine with new motor delivered to jobsite	$114,850.00
One (1) Crane service	$ 6,500.00
One (1) Misc. materials/electrical	$ 1,250.00
One (1) Labor and trip charges	$ 6,250.00

Price is fob job site (no freight charges)

Terms are Net 30. Quote is valid for 90 days.

Delivery. We can use 14 weeks they seem pretty confident with that number.

Please review above carefully and feel free to call with any questions.
Thank you!!

Mike Neill
Sales Engineer
JCH James, Cooke & Hobson, Inc.
Cell : 806-336-5913
Office : 806-641-8750
Email : Mike.neill@jchinc.com
www.jchinc.com

JAMES • COOKE • HOBSON
Address: 102 Nena Amarillo, TX 79119
Phone: (806) 676-0017 Web: jchinc.com

4/24/2024

Attention: Chad Tidwell

Subject: Quote for a new Peerless Vertical Turbine for the High side application

Dear Sir:
Thank you for asking us to provide you with this quote. Please use $141,970.00 as your cost for a new complete vertical turbine pump and motor along with installation to replace one of the High side vertical turbines.
We are quoting a Peerless 16ME/MC 2stage short set vertical turbine to match existing pump dimensions & using a new National HH-80 discharge head so no piping changes need to be made.

- Duty point is 3500gpm @ 250'TDH
- New GE 300hp 1750rpm ODP Vertical Hollow shaft motor that is VFD compatible
- Inside of bowl assembly has ScotchKote 134 lining
- Outside of bowl assembly, inside/outside of discharge column, inside/outside of discharge head all coated with 2 part epoxy paint.
- Packed stuffing box

Items Included:

One (1) Peerless vertical turbine with new motor delivered to jobsite	$127,970.00
One (1) Crane service	$ 6,500.00
One (1) Misc. materials/electrical	$ 1,250.00
One (1) Labor and trip charges	$ 6,250.00

Price is fob job site (no freight charges)

Terms are Net 30. Quote is valid for 90 days.

Delivery. We can use 18 weeks the seem pretty confident in meeting that.

Please review above carefully and feel free to call with any questions.
Thank you!!

Mike Neill
Sales Engineer
JCH James, Cooke & Hobson, Inc.
Cell : 806-336-5913
Office : 806-641-8750
Email : Mike.neill@jchinc.com
www.jchinc.com

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, REAUTHORIZING THE TAX ABATEMENT GUIDELINES AND CRITERIA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 312.002 of the Tex. Tax Code authorizes the governing body of municipality to enter into tax abatement agreements under established tax abatement guidelines and criteria; and

WHEREAS, the governing body is required under Ch. 312 to reauthorize these guidelines and criteria every two years following a public hearing; and

WHEREAS, the City Council held a public hearing regarding the above-described guidelines and criteria at a regular meeting on June 11th,2024 ; and

WHEREAS, the City Council wishes to renew the City's eligibility to participate in tax abatement and; therefore, reauthorizes these Tax Abatement Guidelines and Criteria;

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

SECTION 1. The City Council hereby amends the Tax Abatement Guidelines, attached as Attachment 1, and incorporated herein as if copied verbatim.

SECTION 2. The Tax Abatement Committee shall ensure that these guidelines and criteria are implemented.

SECTION 3. Any prior resolution that is inconsistent with this Resolution is hereby repealed and declared to be of no further force or effect.

SECTION 4. This Resolution shall take effect immediately after passage in accordance with the provisions of the Charter of the City of Big Spring.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **11th** day of **June**, **2024** with all members of the Council voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **25th** day of **June**, **2024** with all members of the Council voting "aye" for the passage of same.

ATTEST: _____
Robert H. Moore, III, Mayor

_____
Tami L. Davis, City Secretary

Attachment 1

CITY OF BIG SPRING, TEXAS
TAX ABATEMENT GUIDELINES AND CRITERIA

The purpose of this document (these "Guidelines and Criteria") is to establish guidelines, criteria, and a uniform policy of tax abatement for owners or lessees of eligible facilities willing to execute tax abatement contracts designed to provide long-term significant positive economic impact to the community by utilizing the area contractors and work force to the maximum extent feasible, and by developing, redeveloping, and improving property. In the event of a conflict or inconsistency between the provisions of these Guidelines and Criteria and those of Chapter 312 of the Texas Tax Code, the terms of the Texas Tax Code shall control.

Notwithstanding the criteria set forth herein, the Big Spring City Council reserves the right to negotiate the terms of any Abatement Agreement in order to compete favorably with other communities and may include provisions that are more or less restrictive than these Guidelines and Criteria if deemed necessary.

Only that increase in the fair market value of the property that directly results from the development, redevelopment, or improvement specified in the contract will be eligible for abatement, and then only to the extent that such increase exceeds any reduction in the fair market value of the other property of the applicant located within the jurisdiction creating the Reinvestment Zone.

This policy is effective as of _____, 20__ and shall at all times be kept current with regard to the needs of the City and reflective of the official views of the Big Spring City Council.

TAX ABATEMENT COMMITTEE-SECTION 1

A. A Tax Abatement Advisory Committee exists which is composed of at least, but not limited to, one representative of the City of Big Spring City Council, one representative of the Howard County Commissioner's Court, one representative of Howard College Board of Trustees, and three members appointed by the Big Spring Economic Development Corporation which shall include a Certified Public Accountant, a Developer, and a representative of the financial community. The Chief Appraiser of the Howard County Tax Appraisal District and the Executive Director of Big Spring Economic Development Corporation serve as ex-officio members of the Committee. Members are appointed for terms of one year to run from July 1 to June 30. The Committee will make recommendations regarding contract terms and adoption or rejection of all tax abatement applications that are submitted to the City. No action or recommendation of the Tax Abatement Advisory Committee shall limit the discretion of the Council to consider, adopt, modify or decline any request for the creation of a Reinvestment Zone or tax abatement request.

B. It is within the purview of the Council to grant tax abatement on the same or similar terms and conditions as the other taxing units having jurisdiction over a property. However, nothing herein shall limit the discretion of the City Council to consider, adopt, modify or decline any tax abatement request.

C. The adoption of these guidelines and criteria by the Council does not:

(1) limit the discretion of the Council to decide whether to enter into a specific tax abatement agreement;

(2) limit the discretion of the Council to delegate to City employees the authority to determine whether the Council should consider a particular application or request for tax abatement; or

(3) create any property, contract, or other legal right in any person to have the Council consider or grant a specific application or request for tax abatement.

DEFINITIONS-SECTION 2

"Abatement" means tax abatement, or the full or partial exemption from ad valorem taxes of certain property in a Reinvestment Zone designated in the City of Big Spring, Texas.

"Abatement Agreement" means a contractual agreement between a property owner and/or lessee and the City of Big Spring for tax abatement.

"Base year value" means the assessed value of any eligible Real Property or Tangible Personal Property as of January 1 of the year in which an Abatement Agreement for that Real Property or Tangible Personal Property is executed.

"Council or **City Council"** means the City Council of Big Spring, Texas.

"City" means Big Spring, Texas.

"Deferred Maintenance" means improvements necessary for continued operation which do not improve productivity or alter the process technology.

"Eligible Property" means new, expanded, or modernized buildings, facilities, structures, fixed machinery and equipment, site improvements, and other forms of Tangible Personal Property, that are reasonably likely as a result of granting Abatement to contribute to the retention or expansion of primary employment or to attract investment that would be a benefit to, and contribute to the economic development of, the City of Big Spring. The term, "Eligible Property" shall not include property described by Section 312.211(a) of the Texas Tax Code.

"Expansion" means the addition of buildings, structures, machinery, equipment, Tangible Personal Property, or payroll for purposes of increasing production capacity.

"Modernization" means a complete or partial demolition of existing facilities and the complete or partial reconstruction or installation of new facilities of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, or equipment, or both.

"Productive Life" means the number of years a property improvement is expected to be in service.

"Real Property" means any piece of land or condominium interest.

"Reinvestment Zone" is Real Property designated as a Reinvestment Zone under Chapter 312 of the Texas Tax Code or other Texas law.

"Tangible Personal Property" is any personal property, including, without limitation, any piece of machinery or equipment or any appliance that is used in any improvements or placed on any Real Property.

ABATEMENT AUTHORIZED - SECTION 3

A. **Eligibility.** Upon application, Eligible Property may be considered for Abatement as hereinafter provided.

B. **Creation of New Values.** Abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in an Abatement Agreement between the City of Big Spring and the property owner or lessee, subject to such limitations as the Council may require.

C. **Eligible Property.** Subject to the limitations hereof, Abatement may be extended to the value of Eligible Property.

D. **Ineligible Property.** The following types of property shall be fully taxable and ineligible for Abatement: Deferred Maintenance; property to be rented or leased (except as provided in this Section 3; and property which has a productive life of less than two times the term of the Abatement Agreement.

E. **Owned/Leased Facilities.** If taxes are abated on leased Eligible Property, the Abatement Agreement shall be executed by both the lessor and lessee of such property. This does not apply to the lease of individual units of a multi-family residence or a shopping center.

F. **Economic Qualification.** In order to be Eligible Property and considered for Abatement, Tangible Personal Property or Real Property:

(1) Must be reasonably expected to have an increase in positive net economic benefit to the City over the life of the Abatement. This includes but is not limited to new payroll and/or capital improvements. The creation of new jobs will also factor into the decision to grant an Abatement; and

(2) Must not be expected to solely or primarily have the effect of transferring employment from one part of Howard County to another without a super-majority vote of approval from the Council.

G. **Standards for Tax Abatement.** The following factors, among others, shall be considered in determining whether to grant Abatement:

(1) Value of existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive Life of proposed improvements;

(4) Number and term of existing jobs to be retained by proposed improvements;

(5) Number, term and type of new jobs to be created by proposed improvements;

(6) Amount of local payroll to be created;

(7) Whether the new jobs to be created will be filled by persons residing or projected to reside within affected taxing jurisdictions;

(8) Amount of local sales taxes and/or hotel-motel taxes to be generated directly;

(9) Amount that the property tax base valuation will be increased during the term of Abatement and after Abatement;

(10) The costs to be incurred by the City to provide facilities or services directly resulting from new improvements;

(11) The amount of ad valorem taxes to be paid to the City during the Abatement period considering (a) existing values, (b) the percentage of new value abated, (c) the Abatement period, and (d) property value after expiration of the Abatement period;

(12) The population growth of the City that occurs directly as a result of new improvements;

(13) The types and values of public improvements, if any, to be made by an applicant seeking Abatement;

(14) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(15) The impact on existing business;

(16) The attraction of other new businesses to the area;

(17) The overall compatibility with any zoning ordinances or comprehensive plan for the area;

(18) Whether the project has obtained any necessary permits from applicable environmental agencies;

(19) Whether the requesting entity is receiving federal or state tax credits or subsidies.

(20) Whether the abatement would establish a competitive disadvantage to existing businesses in the taxing area.

All applications for Abatement shall be reviewed on their merits utilizing the factors provided above, among others. After such review, Abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

H. **Denial of Abatement.** Neither a Reinvestment Zone nor Abatement Agreement shall be authorized if it is determined that:

(1) There would be substantial adverse effect on the provision of government services or tax base;

(2) The applicant has insufficient financial capacity;

(3) The planned or potential use of the property would constitute a hazard to public safety, health, or morals;

(4) The planned or potential use of the property would be likely to cause a violation of any local, state or federal code or law; or

(5) The Reinvestment Zone or Abatement Agreement is deemed inappropriate for any other reason by the Council.

I. **Taxability.** Notwithstanding the terms of any Abatement Agreement, taxes shall be payable as follows:

(1) The value of any Real Property or Tangible Personal Property not subject to Abatement shall be fully taxable;

(2) Ineligible property as provided in Section 3 hereof shall be fully taxable;

(3) The base year value of property comprising the Eligible Property but existing before any Abatement Agreement is executed shall be fully taxable; and

(4) The additional value of new Eligible Property shall be fully taxable at the beginning of the first tax year after the Abatement ends.

The Big Spring City Council, as a part of the approval of Abatement or during the duration of Abatement, may at its discretion require the entity or entities requesting or receiving Abatement to provide a performance bond naming the City as the recipient. Should the entity or entities

requesting or receiving Abatements default on its contractual obligation to perform as agreed in the Abatement Agreement, City personnel will use the performance bond to offset any or all property taxes that would have been collected had the Abatement not been in place.

REINVESTMENT ZONE - SECTION 4

No Real Property or Tangible Personal Property is eligible for Abatement unless such Real Property or Tangible Personal Property is located in a Reinvestment Zone designated in accordance with Chapter 312 of the Texas Tax Code or other relevant Texas law.

APPLICATION - SECTION 5

A. **Applicant.** Any present or potential owner or lessee of taxable property in the City limits may request the creation of a Reinvestment Zone and/or tax abatement by filing with the City Manager a written application in a form substantially similar to that attached hereto as Exhibit A.

B. **Application.** At a minimum, the application shall consist of: a general description of the new improvements to be undertaken; a descriptive list of the improvements for which tax abatement is requested; a list of the kind, number and location of all proposed improvements of the property; a map and property description; and a time schedule for undertaking and completing the proposed improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The Council may require such financial and other information as deemed appropriate for evaluating the financial capacity and other factors pertaining to the applicant to be included with the application. The completed application must be accompanied by the payment of a non-refundable application fee of ONE THOUSAND AND 00/100 DOLLARS ($1,000.00), although that fee may be waived by the Council. All checks in payment of the administrative fee should be made payable to the City of Big Spring.

C. **Notice.** City personnel shall provide written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to a proposed Abatement Agreement is located, along with notice published in a newspaper of general circulation within such taxing jurisdiction, not later than the thirtieth day before a public hearing relating to a proposed Abatement Agreement. Before acting upon the application, the Council shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the Abatement should or should not be granted.

D. **Joint Application.** If any other taxing entity within the City limits designates a Reinvestment Zone within its boundaries and enters into or proposes to enter into an Abatement Agreement with a present or potential owner of a taxable property, such present or potential owner of taxable property may request Abatement from the City by following the same application process described herein.

AGREEMENT - SECTION 6

A. After application approval, the Council shall formally pass a resolution and execute an Abatement Agreement with the owner of the Eligible Property and lessee as required which shall:

(1) include a list of the kind, number, and location of all proposed improvements to the property;

(2) provide access to and authorize inspection of the property by the taxing unit to ensure compliance with the Abatement Agreement;

(3) limit the use of the property as allowed under Chapter 312 of the Texas Tax Code;

(4) provide for recapturing property tax revenues that are lost if the owner fails to make the improvements as provided by the Abatement Agreement;

(5) include each term that was agreed upon with the property owner and require the owner to annually certify compliance with the terms of the Abatement Agreement to each taxing unit; and

(6) allow the taxing unit to cancel or modify the Abatement Agreement at any time if the property owner fails to comply with the terms of that agreement.

RECAPTURE - SECTION 7

Any Abatement Agreement made pursuant to these Guidelines and Criteria shall provide for the recapture of all taxes previously abated in the event the applicant breaches the terms that agreement.

ADMINISTRATION - SECTION 8

A. The Chief Appraiser of the Howard County Appraisal District will annually determine an assessment of the real and personal property comprising the Eligible Property located in a Reinvestment Zone. Each year, the company or individual receiving Abatement shall furnish the Appraiser with such information as may be necessary for the Abatement. Once value has been established, the Chief Appraiser will notify the City Manager of the amount of the assessment.

B. The City may execute a contract with any other jurisdiction(s) to inspect the Eligible Property to determine if the terms and conditions of the Abatement Agreement are being met. The Abatement Agreement shall stipulate that employees and/or designated representatives of the City will have access to the Eligible Property during the term of the Abatement to determine whether the terms and conditions of the Abatement Agreement are being met. All inspections will be made only after the giving of twenty-four (24) hours prior notice and will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of an affected facility. All inspections will be made with one or more representatives of the company or individual and in accordance with its safety standards.

C. A designated representative of the City shall annually evaluate property subject to Abatement to ensure compliance with the Abatement Agreement.

D. The City of Big Spring shall notify the Chief Appraiser of Howard County of the establishment of any Reinvestment Zone or approval of any Abatement Agreement.

E. The Chief Appraiser of Howard County shall deliver to the State Comptroller before July 1 of the year following the year in which a Reinvestment Zone is created or an Abatement Agreement is executed a general description of the zone, the relevant Guidelines and Criteria, and a copy of each Abatement Agreement to which the City is a party.

F. For each of the first three tax years following the expiration of an Abatement Agreement, the chief appraiser shall deliver to the comptroller a report containing the appraised value of the property that was the subject of that agreement.

ASSIGNMENT - SECTION 9

Abatement may be transferred and assigned by the holder to a new owner or lessee of the same Eligible Property only upon the approval by resolution of the City Council subject to the financial capacity of the proposed assignee and provided that all conditions and obligations in the Abatement Agreement are guaranteed by the execution of a new agreement with the City. No assignment or transfer shall be approved if the parties to the existing Abatement Agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably delayed or withheld.

SUNSET PROVISION - SECTION 10

These Guidelines and Criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters vote of the Big Spring City Council, at which time all Reinvestment Zones and Tax Abatement Agreements created pursuant to these provisions will be reviewed to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed, or eliminated.

[Signature Page Follows]

Adopted _____, 20__

Big Spring City Council:

_____	_____
Nick Ornelas District 1	Diana Yanez. District 2
_____	_____
Cody Hughes District 3	Homer Wilkerson District 4
_____	_____
Troy Tompkins District 5	Daniel Moreno District 6

_____
Robert H. Moore, Mayor

Exhibit A
Application
for
Tax Abatement

Application for Tax Abatement

City of Big Spring, Texas

Property Redevelopment & Tax Abatement Act
(Tex. Tax Code Chapter 312)

I. APPLICABLE INFORMATION

Application Date: _____

Is $1000 application fee included? Yes ____ No ____

Applicant Company: _____

Mailing Address: _____
_____
_____

Telephone Number: _____

Fax Number: _____

Applicant's Representative for contact regarding abatement request:

Name: _____

Mailing Address: _____
_____
_____

Telephone Number: _____

Fax Number: _____

II. PROPERTY AND PROJECT DESCRIPTION

This application is for a: New facility ____ Expansion ____ Modernization ____

Check the following target industry applicable to your company:

____ Aquaculture/Agriculture Facility	____ Research Facility
____ Distribution C enter Facility	____ Regional Service Facility
____ Manufacturing Facility	____ Office Building
____ Regional Entertainment/Tourism Facility	____ Wind Energy Facility
____ Historic Building in Designated Area	____ Other Basic Facility

Legal description of property to be considered for Tax Abatement/Reinvestment Zone (may be attached as Exhibit A):

Describe the proposed improvements for which abatement is requested (may be attached as Exhibit B):

Description of activities, products, or services to be produced and/or provided at project location:

Current Assessed Value: Real Property: $_____
Personal Property: $_____

Estimated start date of construction/site improvements:

Projected date of occupancy/commencement of operations at project site:

Requested level of Tax Abatement (%, years):

Will the project be entirely located within a currently existing reinvestment zone? __Yes __No

III. EMPLOYMENT IMPACT OF PROJECT

Projected number of new jobs created by the project: Full-time: ___ Part-Time: ___

Types of jobs to be created:

Estimated average annual salary of new jobs: $_____

Total estimated annual payroll for all new jobs: $_____

Number of jobs expected to be filled by local residents:

Number of jobs that will be transferred from other locations in Howard County:

IV. FISCAL IMPACT OF PROJECT

A. PROPERTY IMPROVEMENTS

Estimated Value of Eligible Property for ad valorem tax purposes: $_____

B. NET ECONOMIC BENEFIT

Estimated net economic benefit to the City of Big Spring: $_____

C. INFRASTRUCTURE IMPROVEMENTS

Will any infrastructure improvements be requested of the City of Big Spring for this project?

Yes ____ No ____

V. CERTIFICATION

I certify the information contained in this application (including all exhibits and addendum) to be true and correct to the best of my knowledge. I further certify that I have read the "Tax Abatement Guidelines and Criteria" for the City of Big Spring and agree to comply with the guidelines and criteria stated therein.

_____ _____

Signature Title

_____ _____

Printed Name Date

Exhibit A

Legal Description of Property to be considered for
Reinvestment Zone/Tax Abatement

Exhibit B

Proposed Improvements to be considered for
Tax Abatement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING ARTICLE VIII OF THE CITY'S PERSONNEL POLICY – LEAVE - TO IMPLEMENT THE REQUIREMENTS OF SECTION 614.015, LOCAL GOVERNMENT CODE, ESTABLISHING A MENTAL HEALTH LEAVE POLICY FOR CITY OF BIG SPRING PEACE OFFICERS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;

WHEREAS, the City of Big Spring Texas is a home rule municipality located in Howard County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas under its Home Rule Authority; and

WHEREAS, the Texas Legislature enacted Section 614.015 to the Texas Local Government Code and requiring political subdivisions to develop and implement a paid mental health leave policy for certain public safety personnel employed by the political subdivision who experience a traumatic event in the scope of that employment;

WHEREAS, City Council finds it necessary and proper to adopt this resolution

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

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

SECTION 2. The attached Exhibit A, titled "Mental Health Leave for Peace Officers," is hereby adopted in compliance with the requirements of Section 614.015, Texas Local Government Code.

SECTION 3. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution 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 Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

SECTION 6. This Resolution shall become effective immediately.

SECTION 7. This Resolution 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 **11th** day of **June, 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 **25th** day of **June, 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

MENTAL HEALTH LEAVE FOR PEACE OFFICERS POLICY

Insert the following Section 12 into Chapter VIII of the City of Big Spring Personnel Policies

Section 12. Peace Officer Mental Health Leave

A. POLICY

The purpose of this policy is to provide guidance in following Chapter 614.015 of the Government Code regarding the use of mental health leave for authorized peace officers employed by law enforcement agencies. Mental health leave will support staff in maintaining a healthy state of mind while at work and at home. The City of Big Spring recognizes that mental health is just as important as maintaining physical health. The City supports establishing a workplace that is comfortable, healthy, safe, and supportive.

B. APPLICABILITY

This policy applies to all appropriately licensed peace officers employed by the City of Big Spring. The Police Chief and Human Resources Director will be responsible for communicating and implementing this policy as applicable.

C. DEFINITIONS

Law Enforcement Agency: An agency of the state or an agency of a political subdivision of the state authorized by law to employ peace officers.

Peace Officer: An individual having met all requirements established by law and possessing the necessary licenses under the law; completed the basic licensing course; the state licensing examination; and thereafter having been appointed by Big Spring Police Department to serve as an officer.

Course and Scope of Employment: An activity of any kind or character that has to do with and originates in the work, business, trade, or profession of the employer and that is performed by an employee while engaged in or about the furtherance of the affairs or business of the employer. (Section 401.011(12) of the Texas Labor Code)

Identified Traumatic Event: A reasonable traumatic event occurring in the course and scope of employment which results in an adverse effect on the mental health of a peace officer resulting in the documented need for mental health leave.

D. CONDITIONS

The use of mental health leave may be granted after a peace officer experiences a traumatic event in the course and scope of employment. Traumatic events that may occur within a peace officer's career can have varying degrees of severity and effect on any one individual. Each employee may experience the same type of traumatic event differently. Below is a non-exhaustive list of possible examples of traumatic events in the course and scope of employment that can have an effect on an employee's mental health.

- Major disasters which may include response to weather related events involving multiple casualties; or explosions with multiple casualties; or search and recovery missions involving multiple casualties;

- Incidents involving multiple casualties which may include shootings or traffic accidents;

- Line of duty death or suicide of a department member;

- Death of a child resulting from violence or neglect;

- Officer(s) involved shooting of a person.

When such a traumatic event does occur while in the course and scope of employment, it is important for management staff to recognize the fact that some employees may be negatively affected and need to be away from work to appropriately process the traumatic incident and perhaps seek mental health assistance from a professional. In addition, it is important to provide support for employees.

An officer shall be allowed up to 3 days (24 hours) of paid mental health leave per identified traumatic event.

E. ANONYMITY

The agency will keep requests to take mental health leave and any medical information related to mental health leave under this policy confidential to the extent allowed by law and separate from the employee's general personnel file. The agency cannot guarantee anonymity of information that is otherwise public or necessary to carry out the agency's duties under the law.

F. EFFECT ON PAID LEAVE BALANCES

The agency will not reduce an eligible employee's personal Vacation, Sick, or Compensatory Time earned, or other paid leave balance for mental health leave taken in accordance with this policy.

G. EMPLOYEE RESPONSIBILITIES

After experiencing an identified traumatic event while in the course and scope of employment, it is prudent for the affected employee to openly communicate his/her current mental/physical status to their supervisor. Employees should be open to suggestions by their supervisor in using mental health leave and/or seeking assistance from a crisis intervention

professional. Communications/conversations regarding the affected employee's health status will be kept confidential by the supervisor and any other need-to-know management staff as required by state and federal law.

H. CHIEF OF POLICE OR HUMAN RESOURCES DIRECTOR RESPONSIBILITIES

Management/supervisors should privately meet with any individual who has experienced a traumatic event while in the course and scope of employment. Supervisors should ensure the employee will be supported as much as possible after experiencing the event. In addition, it is important for supervisors to determine if there is a need for the employee to use mental health leave. If a supervisor determines the employee may need advice and help from a crisis intervention professional, this should occur as quickly as possible. Any employee who requests mental health leave and/or the assistance of a crisis intervention professional after experiencing a traumatic event should be granted the request. Regarding the mental health leave, it is at the discretion of command staff in determining how long the initial mental health leave should be if medical documentation is unavailable. If additional mental health leave beyond that initially granted by command staff is needed, the supervisor will require medical documentation from the individual's treating medical provider to substantiate the need for such additional leave.

I. DOCUMENTING MENTAL HEALTH LEAVE

Once an employee has been granted use of mental health leave, the supervisor will notify Human Resources. The maximum number of mental health days an individual may use is 3 days (24 hours) per Identified Traumatic Event. If additional days beyond 3 are necessary, the employee must use accrued leave unless the leave is determined to be covered under workers' compensation. Request for additional leave must be substantiated in writing by the employee's treating medical provider. In addition, the employee will be required to submit to a fitness for duty examination before being allowed to return to work.

Mental health leave will run concurrently with FMLA where FMLA is available.

While utilizing mental health leave, employees will continue to earn all benefits, seniority, and applicable special pays.

Management Info:

Status:	Trust		
Best Process:	Sold	Best Process Type:	
Progress:	CAD # 284151		
	Boarded up house. NO HS Pending bid to Dominique Williams		

Property Info:

City:	Big Spring		
Cad Property Id:	284151	CAD Value:	50,088
Site Description:	4109 Parkway Rd, Big Spring, TX 79720, USA		
Owner Info:	City of Big Spring in Trust		
	Brian Senter [redacted] [redacted]		
Legal Description:	LT 15 BK 1 MUIR HEIGHTS 60X127 411 BLK/TRACT 331S 0.175 ACRES ACQ 02072020		

Homestead:	No	Site Structure:	Yes	Non Affixed Material:	Yes

Litigation Info:

Case Number:	6922		
Judgement Date:	04/11/2023	Sale Date:	09/05/2023
Sheriff's Deed Date:	04/11/2023	Redemption Date:	10/18/2023
Court:	118th DC		
Style Plaintiff:	Howard County Tax Office		
Style Defendant:	Brian Senter		
Sheriff's Deed Volume:	Vol 2190 Pg 663 Deed # 202300007640		
Tax Due:	No		
Delinquent:	Yes	Litigation:	No

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TAX DEED

STATE OF TEXAS §
§

COUNTY OF HOWARD §

WHEREAS, by an Order of Sale issued out of the 31st Judicial District Court of Howard County, Texas; in Cause No. 6922 styled Howard County Tax Office, vs. Brian Senter, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 11th day of April, 2023, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 11th day of April, 2023 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **FIVE THOUSAND ONE DOLLARS AND 00/100 ($5,001.00),** said amount being the highest and best offer received from **Dominique Williams** [redacted], receipt of which is hereby acknowledged, do hereby sell, grant and convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantors, all the right, title and interest as was acquired by Grantors through foreclosure to the certain tract of land described as follows:

Lot Fifteen (15), Block One (1) of the Muir Heights Addition to the city of Big Spring, Howard County, Texas (R284151)

All of Grantors' oil, gas, and other minerals in and under and that may be produced from the Property are hereby reserved for Grantors and Grantors' heirs, successors, and assigns forever. If

the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

WHEREAS this conveyance is also subject to the following Fee Simple Determinable Condition:

Grantee will do everything necessary to bring the Property into compliance with all state and local codes within six months of the execution date of this deed. An affidavit stating that the condition has been fulfilled, filed within six months of said date, if not contradicted by a recorded statement filed within the same six months, is conclusive evidence that the condition has been satisfied, and Grantee and third parties may rely on it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Dominique Williams, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

_____
Dominique Williams

This instrument was acknowledged before me on the _____ day of _____, ____, by Dominique Williams.

_____
Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

_____
City Secretary

This instrument was acknowledged before me on the _____ day of _____, ____, by Robert H. Moore, III, Mayor, on behalf of CITY OF BIG SPRING in its capacity therein stated.

_____
Notary Public, State of Texas

~~~
~~~

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

_____
Brent Zitterkopf, County Clerk

This instrument was acknowledged before me on the _____ day of _____, ____, by Randy Johnson, County Judge, on behalf of HOWARD COUNTY in its capacity therein stated.

_____
Notary Public, State of Texas

~~~
~~~

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

_____
Tom Olague, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, ____, by Fabian Serrano, Board President, on behalf of BIG SPRING INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

_____
Notary Public, State of Texas

~~~
~~~

HOWARD COLLEGE

By: _____
John E. Freeman, Board Chairman

ATTEST:

_____
Adrian Calvio, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, ____, by John E. Freeman, Board Chairman, on behalf of HOWARD COLLEGE in its capacity therein stated.

_____
Notary Public, State of Texas

2023-00007640
OPR Vol 2190 P 663
10/06/2023 01 46 09 PM Pages 3 DS
Brent Zitterkopf-County Clerk Howard County TX

NOTICE OF CONFIDENTIALITY RIGHTS
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

SHERIFFS DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF HOWARD §

WHEREAS, by virtue of an Order of Sale out of the District Court of HOWARD County Texas for the 118TH DISTRICT COURT Judicial District in Cause No 6922 in favor of

HOWARD COUNTY
BIG SPRING INDEPENDENT SCHOOL DISTRICT
CITY OF BIG SPRING
HOWARD COLLEGE
as Plaintiffs

and
BRIAN SENTER

as Defendants therein on a certain Judgment and decree of sale rendered in said Court on the 11th day of April 2023 which Order of Sale was issued on the 24th day of July 2023 and delivered to me as Sheriff of the County and State aforesaid commanding any sheriff or constable of the State of Texas to seize and sell as under execution the premises described in said Order of Sale I, Sheriff as aforesaid, did upon the 31st day of July 2023 in obedience to said Order of Sale seize and levy upon all the estate right title claim and interest which the said Defendant on the 11th day of April, 2023 so had of in and to and since said time had of in and to the premises hereinafter described, and on the 5th day of September 2023 the sale being the 1st Tuesday of said month between the hours of 10 00 a m and 4 00 p m as prescribed by law did sell said premises at public in the County of HOWARD at the door of the Courthouse thereof in the City of BIG SPRING, Texas having first given public notice of the authority by virtue of which sale was to be made, the time of levy the time and place of sale and a description of the property that was to be sold together with the other information required by law by causing an advertisement thereof to be published in the English language once a week for three consecutive weeks immediately preceding the date of such sale in the Big Spring Herald a newspaper for such purpose and having transmitted all such notice as required by law

WHEREAS at said sale there being no sufficient bid received the said premises were struck off to the CITY OF BIG SPRING, IN TRUST for the use and benefit of itself and HOWARD COUNTY BIG SPRING INDEPENDENT SCHOOL DISTRICT AND HOWARD COLLEGE taxing units in said cause adjudged to have a lien against said property, and their successors and assigns

NOW, WHEREAS in consideration of the premises said judgment and Order of Sale and provisions of Section 34 01 Texas Property Tax Code I STAN PARKER Sheriff of HOWARD County Texas aforesaid have GRANTED SOLD and CONVEYED and by these presents do GRANT SELL and CONVEY unto the said CITY OF BIG SPRING IN TRUST for the use and benefit of itself and HOWARD COUNTY BIG SPRING INDEPENDENT SCHOOL DISTRICT AND HOWARD COLLEGE all the right title interest and claim which the said defendants had on the 11th day of April 2023 or at any time afterwards in and to the premises described in said Order of Sale viz the lot tract or parcel of land lying and situated in HOWARD County, Texas and described as follows to wit

TRACT 1 GEO 284151
LT 15 BK 1 MUIR HEIGHTS 60X127 411 BLK/TRACT 331S 0 175 ACRES ACQ 02072020
ACRES 0 175

to have and to hold the above described property unto CITY OF BIG SPRING IN TRUST its successors and assigns forever as fully and absolutely as I Sheriff as aforesaid can convey by virtue of said Judgment Order of Sale, and the provisions of Section 34 01 Texas Property Tax Code and subject to Defendants right of redemption if any as set out in said Section

IN TESTIMONY WHEREOF I have hereunto set my hand on September 22, 2023

Sheriff HOWARD County, Texas

By _____
Deputy/Agent

GRANTEE
CITY OF BIG SPRING IN TRUST
310 NOLAN STREET
BIG SPRING TX 79720

THE STATE OF TEXAS §
§
COUNTY OF HOWARD §

BEFORE ME the undersigned authority on this day personally appeared Dean Reseda known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity as therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE on September 22, 2023

Whitney Saige Barker
NOTARY PUBLIC in and for the State of Texas
My Commission Expires 04-11-2027

WHITNEY SAIGE BARKER
Notary Public State of Texas
Comm Expires 04 11 2027
Notary ID 13429701 8

Document Number 2023 00007640
Recording Date 10/06/2023 01 46 09 PM
First B/V/P of this recording B OPR V 2190 P 663 Page 3 of 3

STATE OF TEXAS
COUNTY OF HOWARD
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page stamped here on of the Named Records of Howard County as stamped hereon by me

Brent Zitterkopf County Clerk
Recorded By _____ Deputy

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE

Record and Return To PERDUE BRANDON FIELDER COLLINS & MOTT LLP
1031 ANDREWS HWY STE 210
MIDLAND TX 79701

Management Info:

Status:	Trust		
Best Process:	Sold	Best Process Type:	
Progress:	no homestead		
	Pending bid to Snyder WM QSR Venture LLC		

Property Info:

City:	Big Spring		
Cad Property Id:	279259	CAD Value:	$87,988
Site Description:	1805 Runnels St, Big Spring, TX 79720, USA		
Owner Info:	City of Big Spring in Trust		
	Viola H Shortes, Deceased, The Unknown Heirs of 200 S 19TH STREET CARRIZO SPRINGS , TX 78834		
Legal Description:	Lot Ten (10), Block Three (3), of the College Heights Addition, City of Big Spring, Howard County, Texas (R279259)		
Homestead:	No	Site Structure:	Yes

Non Affixed Material: Yes

Litigation Info:

Case Number:	6907		
Judgement Date:	09/18/2023	Sale Date:	11/07/2023
Sheriff's Deed Date:	11/27/2023	Redemption Date:	06/04/2024
Court:	118th DC		
Style Plaintiff:	Howard County, ET AL		
Style Defendant:	Viola H Shortes, Deceased, The Unknown Heirs of		
Sheriff's Deed Volume:	2023-00008887		
Tax Due:	No		
Delinquent:	Yes	Litigation:	No

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TAX DEED

STATE OF TEXAS §
§
COUNTY OF HOWARD §

WHEREAS, by an Order of Sale issued out of the 118th Judicial District Court of Howard County, Texas; in Cause No. 6907 styled Howard County, ET AL, vs. Viola H Shortes, Deceased, The Unknown Heirs of, and delivered to the Sheriff directing him to seize, levy upon and sell the hereinafter described property to satisfy the amount of all delinquent taxes, penalties, interest and costs which were secured by a judgment rendered in said cause on the 18th day of September, 2023, in favor of the Plaintiffs.

WHEREAS, in obedience to said Order of Sale, the Sheriff did seize and levy on the hereinafter described property and all the estate, right, title and interest or claims which said Defendants so had, in and to, on the 18th day of September, 2023 and since that time had of, in and to, the hereinafter described real property; and as prescribed by law for Sheriff's sales, did offer to sell such real property at public auction.

WHEREAS, at said sale no bid being received which was equal to the adjudged value of said real property as fixed by said court or the aggregate amount of said judgment established therein, the title to said real property pursuant to said judgment and Section 34.01 of the Texas Property Tax Code was struck off in trust for the use and benefit of each taxing district having been by said judgment adjudged to have valid tax liens against such real property, and

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that the taxing entities set forth in the judgment in said cause, pursuant to the provisions of Section 34.05 of the Texas Property Tax Code, for and in consideration of the sum of **TWENTY FIVE THOUSAND ONE HUNDRED DOLLARS AND 00/100 ($25,100.00),** said amount being the highest and best offer received from **Snyder WM QSR Venture LLC, 1400 Land Drive, Plano, Texas, 75093,** receipt of which is hereby acknowledged, and by these presents do convey, expressly subject to the right of redemption by the Defendants in said tax suit as provided by Section 34.21 of the Texas Property Tax Code, and further subject to all presently recorded and validly existing restrictions, reservations, covenants, conditions, easements, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property, all the right, title and interest as was acquired by the taxing entities through foreclosure the certain tract of land described as follows:

Lot Ten (10), Block Three (3), of the College Heights Addition, City of Big Spring, Howard County, Texas (R279259)

All of Grantors' oil, gas, and other minerals in and under and that may be produced from the Property are hereby reserved for Grantors and Grantors' heirs, successors, and assigns forever. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.

TO HAVE AND TO HOLD the above described property unto the named purchaser Snyder WM QSR Venture LLC, his/her heirs, successors and assigns forever, free and clear of all liens for ad valorem taxes against such property delinquent at the time of judgment in the above referred tax suit to all taxing units which were a party of said suit and as fully and absolutely as the entities named below can convey the above described real property by virtue of said judgment and Order of Sale and said Section 34.05 of the Texas Property Tax Code.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

This tax deed may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

Snyder WM QSR Venture LLC

By: _____
Jagdip Dave, President

This instrument was acknowledged before me on the _____ day of _____, ____, by Jagdip Dave as President of Snyder WM QSR Venture LLC.

_____
Notary Public, State of Texas

This deed is effective as of the date of the last notary acknowledgment of the Grantors' and Grantee's signatures.

CITY OF BIG SPRING

By: _____
Robert H. Moore, III, Mayor

ATTEST:

_____
City Secretary

This instrument was acknowledged before me on the _____ day of _____, ____, by Robert H. Moore, III, Mayor, on behalf of CITY OF BIG SPRING in its capacity therein stated.

_____
Notary Public, State of Texas

HOWARD COUNTY

By: _____
Randy Johnson, County Judge

ATTEST:

_____
Brent Zitterkopf, County Clerk

This instrument was acknowledged before me on the _____ day of _____, ____, by Randy Johnson, County Judge, on behalf of HOWARD COUNTY in its capacity therein stated.

_____
Notary Public, State of Texas

~~~
~~~

BIG SPRING INDEPENDENT SCHOOL DISTRICT

By: _____
Fabian Serrano, Board President

ATTEST:

_____
Tom Olague, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, ____, by Fabian Serrano, Board President, on behalf of BIG SPRING INDEPENDENT SCHOOL DISTRICT in its capacity therein stated.

_____
Notary Public, State of Texas

~~~
~~~

HOWARD COLLEGE

By: _____
John E. Freeman, Board Chairman

ATTEST:

_____
Adrian Calvio, Board Secretary

This instrument was acknowledged before me on the _____ day of _____, ____, by John E. Freeman, Board Chairman, on behalf of HOWARD COLLEGE in its capacity therein stated.

_____
Notary Public, State of Texas

~~~
~~~

2023-00008887
OPR Vol: 2200 P: 531
12/06/2023 11:49:33 AM Pages: 3 DS
Brent Zitterkopf-County Clerk,Howard County, TX

**NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

SHERIFFS DEED

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOWARD §

WHEREAS, by virtue of an Order of Sale out of the District Court of HOWARD County, Texas, for the 118TH DISTRICT COURT Judicial District in Cause No. 6907 in favor of

HOWARD COUNTY
BIG SPRING INDEPENDENT SCHOOL DISTRICT
CITY OF BIG SPRING
HOWARD COLLEGE
as Plaintiffs,

and
VIOLA H SHORTES

as Defendants therein on a certain Judgment and decree of sale rendered in said Court on the 18th day of September, 2023, which Order of Sale was issued on the 10th day of October, 2023, and delivered to me as Sheriff of the County and State aforesaid, commanding any sheriff or constable of the State of Texas to seize and sell as under execution the premises described in said Order of Sale, I, Sheriff as aforesaid, did upon the 10th day of October, 2023 in obedience to said Order of Sale, seize and levy upon all the estate, right, title, claim and interest which the said Defendant, on the 18th day of September, 2023 so had of, in and to, and since said time had of, in and to the premises hereinafter described, and on the 7th day of November, 2023 the sale being the 1st Tuesday of said month, between the hours of 10:00 a.m. and 4:00 p.m. as prescribed by law, did sell said premises at public in the County of HOWARD at the door of the Courthouse thereof, in the City of BIG SPRING, Texas, having first given public notice of the authority by virtue of which sale was to be made, the time of levy, the time and place of sale and a description of the property that was to be sold, together with the other information required by law, by causing an advertisement thereof to be published in the English language once a week for three consecutive weeks immediately preceding the date of such sale in the Big Spring Herald, a newspaper for such purpose, and having transmitted all such notice as required by law.

WHEREAS, at said sale, there being no sufficient bid received, the said premises were struck off to the CITY OF BIG SPRING, in trust for the use and benefit of itself and HOWARD COUNTY, BIG SPRING INDEPENDENT SCHOOL DISTRICT AND HOWARD COLLEGE taxing units in said cause adjudged to have a lien against said property, and their successors and assigns;

NOW, WHEREAS, in consideration of the premises, said judgment and Order of Sale and provisions of Section 34.01, Texas Property Tax Code, I, STAN PARKER , Sheriff of HOWARD County, Texas aforesaid, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY, unto the said CITY OF BIG SPRING, in trust for the use and benefit of itself and HOWARD COUNTY, BIG SPRING INDEPENDENT SCHOOL DISTRICT AND HOWARD COLLEGE all the right, title, interest and claim which the said defendants had on the 18th day of September, 2023, or at any time afterwards, in and to the premises described in said Order of Sale, viz; the lot, tract or parcel of land lying and situated in HOWARD County, Texas and described as follows, to wit;

TRACT 1: GEO: 279259
LT 10 BK 3 COLLEGE HEIGHTS 50X140 846 0.161 ACRES ACRES:0.161, BIG SPRING, HOWARD COUNTY, TEXAS

to have and to hold the above described property unto CITY OF BIG SPRING, IN TRUST its successors and assigns forever, as fully and absolutely as I, Sheriff as aforesaid, can convey by virtue of said Judgment, Order of Sale, and the provisions of Section 34.01, Texas Property Tax Code, and subject to Defendants right of redemption, if any, as set out in said Section.

IN TESTIMONY WHEREOF, I have hereunto set my hand on November 27, 2023.

Sheriff HOWARD County, Texas

By _____
Deputy/Agent

GRANTEE:
CITY OF BIG SPRING, IN TRUST
310 NOLAND STREET
BIG SPRING, TX 79720

THE STATE OF TEXAS §
§
COUNTY OF HOWARD §

BEFORE ME, the undersigned authority, on this day personally appeared Dean Restelli, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration and in the capacity as therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on November 27, 2023.

Saige Barker
NOTARY PUBLIC in and for the State of Texas
My Commission Expires: 4-11-2027

WHITNEY SAIGE BARKER
Notary Public, State of Texas
Comm. Expires 04-11-2027
Notary ID 13429701-8

Document Number 2023-00008887
Recording Date: 12/06/2023 11:49:33 AM
First B/V/P of this recording: B: OPR V: 2200 P: 531 Page 3 of 3

STATE OF **TEXAS**
COUNTY OF **HOWARD**
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the Volume and Page stamped here on of the Named Records of Howard County, as stamped hereon by me.

Brent Zitterkopf, County Clerk

Recorded By: _____ Deputy

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICT THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Record and Return To: PERDUE BRANDON
1031 ANDREWS HWY, SUITE 210
MIDLAND, TX 79701

BIG SPRING
TEXAS

MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council

CC: Todd Darden, City Manager

From: Shane Bowles, Public Works Director

Date: Tuesday, June 11, 2024

Subject: Right of Way Agreements

Action Requested: Approval for the City of Big Spring to execute the Right of Way Easements for the purpose of the EDA Project.

Financial Considerations:

Expenditure amount requested:	N/A
What fund/department account will this amount be drawn from?	N/A
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	N/A
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Staff Opinion as to Feasibility and Timeline: Allowing the Execution of the Right of Way agreements, this would allow the City of Big Spring the opportunity to lay a new sewer line from along the south service road of I-20. Both Easements are being donated to the City of Big Spring and do not have a financial impact.

Supporting Documents: Texas DPS Signed Agreement, Jon Bentley Signed Agreement

Staff recommendation: Approve the agreements as read.

DocuSign Envelope ID: F0F2DF01-EE09-4CE0-9916-1393AD3CEAAB

Easement Agreement

This **EASEMENT AGREEMENT** (this "**Agreement**"), dated as of May 7, 2024 (the "**Effective Date**"), is hereby made by and between Texas Department of Public Safety, having an address at PO Box 4087, 5805 North Lamar, Austin, Texas 78773-0001 (hereinafter, the "**Grantor**") and **CITY OF BIG SPRING** a Texas municipal corporation, having an address at 310 Nolan Street, Big Spring, Texas 79720 (hereinafter, the "**Grantee**"). For good and valuable consideration of one and 00/100 Dollars ($1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to, Grantee and its heirs, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "**Easement**") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "**Grantor's Land**").

1. Description of the Easement. The easement granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way (the "**Easement**"), with the right, privilege, and authority to:

(a) Construct, reconstruct, relocate, extend, repair, replace, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove aboveground and underground water and sewer line facilities including water/sewer lines, valves, manholes, and fire hydrants (collectively, the "**Facilities**"), which the Grantee shall require now and from time to time, for the water distribution system and wastewater collection system, by any means, whether now existing or hereafter devised, for public or private use, in, upon, under, and across that portion of the Grantor's Land described in Section 3 below (the "**Easement Area**"), and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing water and wastewater services to the Grantor and others (the foregoing, hereinafter, the "**Easement**").

(b) From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width.

(c) Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided, however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

(d) Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways,

DocuSign Envelope ID: F0F2DF01-EE09-4CE0-9916-1393AD3CEAAB

and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

(e) Temporary Construction Easement. It is agreed that the Grantee shall have the temporary use of 10 (ten) feet of land along and parallel to each boundary of the above described easement (20 feet total) during the time that the above described utility improvements are being completed, after which time the right to the use of the land shall cease.

2. Description of Grantor's Land. Grantor is the fee owner of certain land located in the County of Howard, the State of Texas, designated and particularly described as follows.

SEE ATTACHED METES & BOUNDS DESCRIPTION AND EXHIBIT "A" MADE A PART HEREOF FOR ALL PURPOSES.

3. Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land as shown on the attached Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantee.

4. Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

5. General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacement thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, not to be unreasonably withheld, conditioned or delayed, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

6. Reserved Rights. Grantor reserves the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists.

7. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to grant the Easement to Grantee; (b) such grant of the Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the covenants, terms, and conditions hereof; and (c) Grantee's Easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

8. Warranty of Title. The Grantor does not warrant title to the rights above granted or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title to the easement solely at its own risk.

9. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect. Grantor and Grantee consent to personal jurisdiction and venue in the state courts sitting in Howard County, Texas, which courts shall have exclusive jurisdiction over any action arising out of this Agreement.

10. Partial Invalidity. Any Provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining Provisions of this Agreement or affecting the validity or enforceability of any of the Provisions of this Agreement in any other jurisdiction. If any Provision of this Agreement is so broad as to be unenforceable, the Provision will be interpreted to be only so broad as is enforceable.

11. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

12. Recording the Agreement. The parties agree that this Agreement may be recorded in the recorder's office for the County of Howard, Texas.

13. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor:	Texas Department of Public Safety IOD/Facilities 5805 North Lamar Austin, Texas 78773-0001
with a copy to:	James "Eddie" King" Texas Department of Public Safety 5805 North Lamar Austin, Texas 78773-000 Andrew W. Hagen 310 Nolan Street Big Spring, Texas 79720
To Grantee:	Todd Darden, City Manager

DocuSign Envelope ID: F0F2DF01-EE09-4CE0-9916-1393AD3CEAAB

310 Nolan Street
Big Spring, Texas 79720

with a copy to: Andrew Hagen, City Attorney
310 Nolan Street
Big Spring, Texas 79720

14. Counterparts; Amendments. This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, by US Mail, or nationally-recognized overnight courier shall become one (1) integrated agreement enforceable on its covenants, terms, and conditions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns. If amended or modified as permitted by this Section, the term "Agreement" shall thereafter be read to include all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

15. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

16. 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.

(d) Neither the execution of the Easement by Grantor nor any other conduct of any representative of Grantor related to the Easement will be considered a waiver of sovereign immunity to suit.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

GRANTOR:

TEXAS DEPARTMENT OF PUBLIC SAFETY

BY: [redacted] OGC Reviewed
NAME: WALT GOODSON
TITLE: DEPUTY DIRECTOR

STATE OF TEXAS §
COUNTY OF Travis §
Sworn to and subscribed before me on the 7th day of May, 2024, by Walt Goodson.

[redacted]
Notary Public's Signature

SEAL

TRACY MARTINEZ
Notary ID #133983625
My Commission Expires
September 26, 2026

GRANTEE:

CITY OF BIG SPRING, A TEXAS MUNICIPAL CORPORATION

BY: _____
ROBERT H. MOORE, III
MAYOR

STATE OF TEXAS §
COUNTY OF _____ §

Sworn to and subscribed before me on the _____ day of _____, _____, by _____.

_____
Notary Public's Signature

SEAL

EXHIBIT A

JACOB MARTIN
TBPLS FIRM# 10194493 FIRM# F-2448
2455 CURRY LANE
ABILENE, TX 79605
325-695-1079
1025 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-6550
1014 BROADWAY STREET
LUBBOCK, TX 79411
806-368-6376

SURVEYED FOR: THE CITY OF BIG SPRING
CURRENT LANDOWNER: TEXAS DEPARTMENT OF PUBLIC SAFETY

METES AND BOUNDS DESCRIPTION OF CENTERLINE:

BEING a 30 foot wide Utility Easement containing 0.308 acre of land out of Section 4, Block 33, Township 1 South, T. & P. Railway Survey, A.K.A. S. W. Moore Survey, Abstract No. 1069, Big Spring, Howard County, Texas and being out of a called 12.24 acres tract conveyed in a deed to Texas Department Of Public Safety recorded in Volume 736, Page 630, Official Public Records, Howard County, Texas, and described in three tracts in a Special Warranty Deed to U. S. Exploration Company recorded in Volume 624, Page 42, Deed Records, Howard County, Texas. This easement is described more particularly in metes and bounds as follows:

BEGINNING at a 5/8 inch rebar rod with a TXDOT aluminum cap found in the southerly right-of-way line of Interstate Highway 20 and at the northwesterly corner of said 12.24 acres tract and the northeasterly corner of the remainder of a called 532 acres tract conveyed to Cross-Ell Ranch Corporation in a deed recorded in Volume 610, Page 591 of said Deed Records, and said point of beginning called to be 145.09 feet right of Highway Centerline Station 539+60.19, and from which the northeast corner of said Section 4 is calculated from deed calls to bear N13°46'58"W 100.00 feet and N76°13'02"E 2204.43 feet,

THENCE N76°13'02"E 447.43 feet along said southerly right-of-way line and the northerly line of said 12.24 acres tract to a point for the northeasterly corner of said 12.24 acres tract and the northwesterly corner of a called 20.01 acres tract described in a deed to Jon Bentley, et ux, recorded in Instrument No. 2022-9339 of said Official Public Records;

THENCE S13°07'28"E 30.00 feet along the easterly line of said 12.24 acres tract and the westerly line of said 20.01 acres tract to a point;

THENCE S76°13'02"W 447.45 feet over and across said 12.24 acres tract to a point in the westerly line of said 12.24 acres tract and the easterly line of said remainder tract;

THENCE N13°04'55"W 30.00 feet along said common property line to the point of beginning and said tract containing 0.308 acre

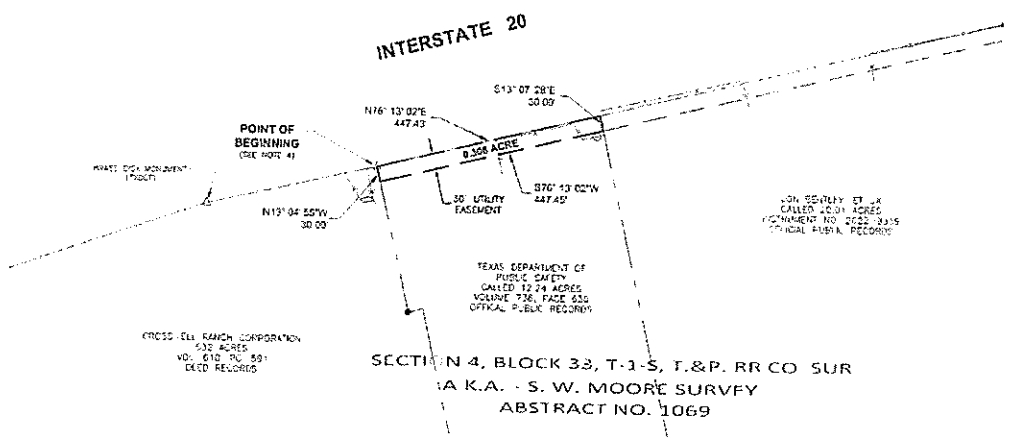
UTILITY EASEMENT
30' WIDE AND CONTAINING 0.308 ACRE
OUT OF SECTION 4, BLOCK 33,
TOWNSHIP 1 SOUTH, T. & P. RR CO. SURVEY
A.K.A. S. W. MOORE SURVEY
ABSTRACT NO. 1069
HOWARD COUNTY, TEXAS
DRAWN: OCTOBER 2, 2023

SURVEY NOTES:

1. Bearings, distances and coordinates shown hereon are grid referenced to NAD83 and the Texas State Plane Coordinate System North Central Zone 4202, as determined from GPS observations.
2. This property is described in 3 tracts in a Special Warranty Deed to U.S. Exploration Company, recorded in Volume 624, Page 42, Deed Records, Howard County, Texas.
3. Documents of record referenced hereon are as found in the Howard County Public Records.
4. Point of Beginning: N=6,728,876.52', E=1,028,353.16'. A found 5/8 inch rebar rod with a TXDOT aluminum cap called to be at 145.09 feet right of Centerline Station 539+60.19 of Interstate Highway 20.

CORNER POST AS INDICATED
FOUND 3/2" REBAR ROD UNLESS NOTED OTHERWISE
SURVEY LINE
EASEMENT CENTERLINE (BOLD)
FENCELINE

NORTH
0 50 100 200
SCALE 1" = 100'



STATE OF TEXAS
REGISTERED
MARK T. BROWN
4247
PROFESSIONAL LAND SURVEYOR

The 0.308 acre tract depicted hereon was surveyed on the ground under my direct supervision in May 2023.

Mark T. Brown
Mark T. Brown, RPLS #4247

[NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.]

Easement Agreement

This **EASEMENT AGREEMENT** (this "**Agreement**"), dated as of November 14th ,2023 (the "**Effective Date**"), is hereby made by and between **JON BENTLEY and SANDYE BENTLEY** having an address at [redacted] (hereinafter, the "**Grantor**") and **CITY OF BIG SPRING** a Texas municipal corporation, having an address at 310 Nolan Street, Big Spring, Texas 79720 (hereinafter, the "**Grantee**"). For good and valuable consideration of one dollar and 00/100 Dollars ($1.00), and other valuable considerations paid, the receipt and sufficiency of which are hereby acknowledged under seal, Grantor hereby grants to, Grantee and its heirs, successors, and assigns, the perpetual right and easement as described in Section 1 below (the "**Easement**") in, under, through, over, across, and upon the Grantor's land, as described in Section 2 below (the "**Grantor's Land**").

1. Description of the Easement. The easement granted by the Grantor to the Grantee consists of a perpetual easement and right-of-way (the "**Easement**"), with the right, privilege, and authority to:

(a) Construct, reconstruct, relocate, extend, repair, replace, maintain, operate, inspect, patrol, and, at its pleasure, abandon or remove aboveground and underground water and sewer line facilities including water/sewer lines, valves, manholes, and fire hydrants (collectively, the "**Facilities**"), which the Grantee shall require now and from time to time, for the water distribution system and wastewater collection system, by any means, whether now existing or hereafter devised, for public or private use, in, upon, under, and across that portion of the Grantor's Land described in Section 3 below (the "**Easement Area**"), and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing water and wastewater services [to the Grantor and others] (the foregoing, hereinafter, the "**Easement**").

(b) From time to time, without further payment therefor, clear and keep cleared, by physical, chemical, or other means, the Easement Area of any and all trees, vegetation, roots, aboveground or belowground structures, improvements, or other obstructions and trim and/or remove other trees, roots and vegetation adjacent to the Easement Area that, in the opinion of Grantee, may interfere with the construction, operation, and maintenance of the Facilities. The first clearing may be for less than the full width and may be widened from time to time to the full width.

(c) Excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Section 1; provided,

however, that the Grantee will, upon completion of their work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

(d) Pass and repass along the Easement Area to and from the adjoining lands and pass and repass over, across, and upon the Grantor's Land to and from the Easement Area, and construct, reconstruct, relocate, use, and maintain such footbridges, causeways, and ways of access, if any, thereon, as is reasonable and necessary in order to exercise to the fullest extent the Easement.

(e) Temporary Construction Easement. It is agreed that the Grantee shall have the temporary use of 10 (ten) feet of land along and parallel to each boundary of the above described easement (20 feet total) during the time that the above described utility improvements are being completed, after which time the right to the use of the land shall cease.

2. Description of Grantor's Land. Grantor is the fee owner of certain land located in the County of Howard, the State of Texas, designated and particularly described as follows.

SEE ATTACHED METES & BOUNDS DESCRIPTION AND EXHIBIT "A" MADE A PART HEREOF FOR ALL PURPOSES.

3. Location of the Easement Area. The Easement Area shall consist of a portion of the Grantor's Land as shown on the attached Exhibit A and recorded herewith, copies of which are in the possession of the Grantor and the Grantee.

4. Facilities Ownership. It is agreed that the Facilities shall remain the property of the Grantee, its successors and assigns.

5. General Provisions. The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantee that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacement thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantee, not to be unreasonably withheld, conditioned or delayed, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantee's prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling.

6. Reserved Rights. Grantor reserves the right to cross and recross said easement and right of way provided that such use of said ground shall not interfere with, obstruct, or endanger any rights granted as aforesaid and shall not disturb the grade of said ground as it now exists.

7. Representations and Warranties. Grantor hereby represents and warrants to Grantee that: (a) it has the full right, power, title, and interest to grant the Easement to Grantee;

(b) such grant of the Easement and any rights granted under this Agreement may be fully and thoroughly enjoyed and utilized by Grantee pursuant to the covenants, terms, and conditions hereof; and (c) Grantee's Easement rights hereunder shall not be defeased, impaired, or adversely affected by superior title.

8. Warranty of Title. The Grantor hereby warrants the title to the rights above granted and that the same are free and clear of all liens and encumbrances, except as may be herein expressly shown in Exhibit A attached hereto and made a part hereof, and that the Grantor will execute or procure any further necessary assurance of the title to said premises as may be required by the Grantee/The Grantor does not warrant title to the rights above granted or that the same are free and clear of all liens and encumbrances. Grantee hereby takes title to the easement solely at its own risk.

9. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws principles. In the event that any provision hereof is determined to be invalid, such invalid provision shall not invalidate the remaining provisions, which shall continue to be in full force and effect. Grantor and Grantee consent to personal jurisdiction and venue in the state courts sitting in Howard County, Texas, which courts shall have exclusive jurisdiction over any action arising out of this Agreement.

10. Partial Invalidity. Any Provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining Provisions of this Agreement or affecting the validity or enforceability of any of the Provisions of this Agreement in any other jurisdiction. If any Provision of this Agreement is so broad as to be unenforceable, the Provision will be interpreted to be only so broad as is enforceable.

11. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

12. Recording the Agreement. The parties agree that this Agreement may be recorded in the recorder's office for the County of Howard, Texas.

13. Notice. Each Party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Grantor: Name: Jon & Sandye Bentley
[redacted]

To Grantee:	Todd Darden, City Manager 310 Nolan Street Big Spring, Texas 79720
with a copy to:	Andrew Hagen, City Attorney 310 Nolan Street Big Spring, Texas 79720

14. Counterparts; Amendments. This Agreement may be executed in counterparts and, when executed and delivered by all parties in person, by US Mail, or nationally-recognized overnight courier shall become one (1) integrated agreement enforceable on its covenants, terms, and conditions. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended or modified, except in a writing signed by each party hereto or their respective heirs, successors, or assigns. If amended or modified as permitted by this Section, the term "Agreement" shall thereafter be read to include all said amendments and modifications. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

15. Authority. Both parties represent and warrant that they have the authority to execute this Agreement and each individual signing on behalf of a party to this Agreement states that he or she is the duly authorized representative of the signing party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

16. 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

GRANTORS:

[redacted]

[redacted] **JON BENTLEY**

[redacted]

SANDYE BENTLEY [redacted]

STATE OF TEXAS §
COUNTY OF Howard §

Sworn to and subscribed before me on the 14th day of November 2023

by JON BENTLEY.

ROBERT CLAY CHEEK
Notary Public, State of Texas
Comm. Expires 06-10-2027
Notary ID 126616438

[redacted]

Notary Public's Signature

[SEAL]

STATE OF TEXAS §
COUNTY OF Howard §

Sworn to and subscribed before me on the 14th day of November 2023

by SANDYE BENTLEY.

[redacted]

Notary Public's Signature

[SEAL]

GRANTEE:

CITY OF BIG SPRING, A TEXAS MUNICIPAL CORPORATION

BY: _____
ROBERT H. MOORE, III
MAYOR

STATE OF TEXAS §
COUNTY OF _____ §

Sworn to and subscribed before me on the _____ day of November 2023

by ROBERT H. MOORE, III.

_____

[SEAL] Notary Public's Signature

JACOB MARTIN
TBPLS FIRM# 10194493 FIRM# F-2448
3465 CURRY LANE
ABILENE, TX 79606
325-695-1070
1925 FORT WORTH HWY
WEATHERFORD, TX 76086
817-594-9880
1014 BROADWAY STREET
LUBBOCK, TX 79414
806-368-6375

SURVEY NOTES:

1. **Bearings, distances and coordinates shown hereon are grid referenced to NAD83 and the Texas State Plane Coordinate System North Central Zone 4202, as determined from GPS observations.**
2. **Documents of record referenced hereon are as found in the Howard County Public Records.**
3. **Point of Beginning: N=6,780,174.37', E=1,029,571.46'. From which a found 3/4 inch rebar rod with aluminum disk cap (TXDOT) called to be at 145.09 feet right of Centerline Station 539+60.19 of Interstate Highway 20 bears S76°13'02"E 1254.42 feet.**

CORNER POST AS INDICATED
FOUND 1/2" REBAR ROD UNLESS NOTED OTHERWISE
SURVEY LINE
EASEMENT CENTERLINE (BOLD)
FENCELINE

NORTH
0 100 200 400
SCALE: 1" = 200'

SURVEYED FOR: THE CITY OF BIG SPRING

CURRENT LANDOWNER: JON BENTLEY, ET UX

METES AND BOUNDS DESCRIPTION OF CENTERLINE:

BEING a 30-foot wide **Utility Easement** containing 0.556 acre of land out of Section 4, Block 33, Township 1 South, T. & P. Railway Survey (A.K.A., S. W. Moore Survey), Abstract No. 1069, Big Spring, Howard County, Texas and being out of a called 20.01 acres tract described in a Warranty Deed to Jon Bentley, et ux recorded in Instrument No. 2022-9339, Official Public Records, Howard County, Texas. This easement is described more particularly in metes and bounds as follows:

BEGINNING at a 3/4 inch rebar rod found in the southerly right-of-way line of Interstate Highway 20 and marking the northeasterly corner of said 20.01 acres tract and this easement and a northwesterly corner of the remainder of a called 532 acres tract conveyed to Cross-Ell Ranch Corporation in a deed recorded in Volume 610, Page 591 of said Deed Records, and from said point of beginning a 3/4 inch rebar rod with a TXDOT aluminum cap called to be 145.09 feet right of Highway Centerline Station 539+60.19 bears S76°13'02"W 1254.42 feet, and a concrete marker (TXDOT) found in said right-of-way line opposite Highway Centerline Station 558+00 bears N76°53'48"E 284.73 feet, and the northeast corner of said Section 4 is calculated from deed calls to bear N13°46'58"W 100.0 feet and N76°13'02"E 950.0 feet;

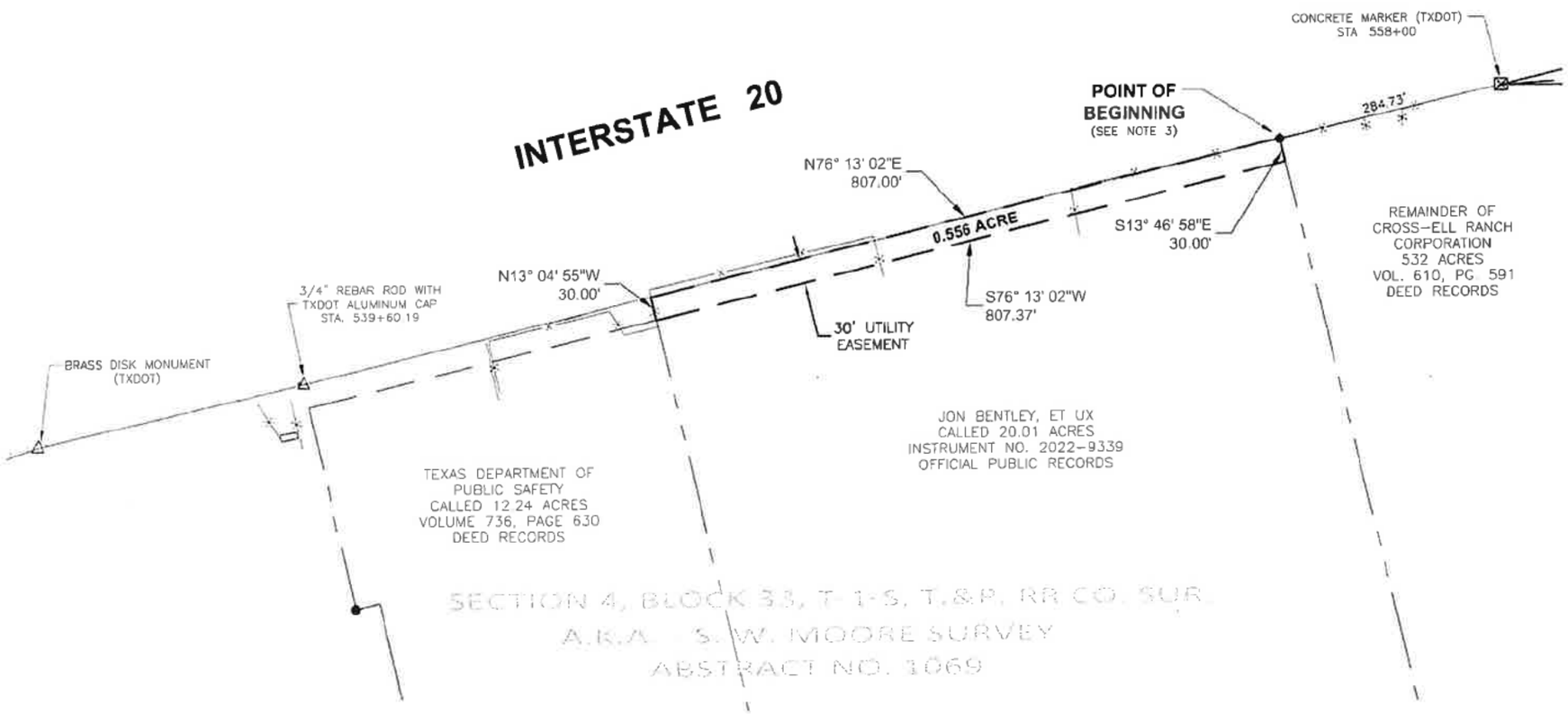
THENCE S13°46'58"E 30.00 feet along the easterly line of said 20.01 acres tract and a westerly line of said remainder tract to a point for the southeasterly corner of this easement;

THENCE S76°13'02"W 807.37 feet over and across said 20.01 acres tract to a point for the southwesterly corner of this easement being in the westerly line of said 20.01 acres tract and in the easterly line of a called 12.24 acres tract conveyed to Texas Department of Public Safety in a deed recorded in Volume 736, Page 630, Deed Records, Howard County, Texas and described in Volume 624, Page 42 of said Deed Records;

THENCE N13°04'55"W 30.00 feet along said westerly line of said 20.01 acres tract and said easterly line of said 12.24 acres tract to a point in said southerly right-of-way line and said point being the common northwesterly corner of this tract and of said 20.01 acres tract;

THENCE N76°13'02"E 807.00 feet along said southerly right-of-way line and the northerly line of said 20.01 acre tract to the point of beginning and said tract containing 0.556 acre.

UTILITY EASEMENT
30' WIDE AND CONTAINING 0.556 ACRE
OUT OF SECTION 4, BLOCK 33,
TOWNSHIP 1 SOUTH, T. & P. RR CO. SURVEY
A.K.A S. W. MOORE SURVEY
ABSTRACT NO. 1069
HOWARD COUNTY, TEXAS
DRAWN: OCTOBER 16, 2023



STATE OF TEXAS
REGISTERED
MARK T. BROWN
4247
PROFESSIONAL
LAND SURVEYOR

The 0.556 acre tract depicted hereon was surveyed on the ground under my direct supervision in May 2023.

Mark J. Brown

Mark T. Brown, RPLS #4247

ITY OF BIG SPRING PIPLINE RIGHT OF WAY LICENSE AGREEMENT # _7

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 Exhibit A attached hereto and incorporated herein for all purposes.

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

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 three (3) months (the "Initial Term"), commencing with the date the parties execute this License (the "Commencement Date") unless terminated earlier as provided hereafter.

B. Renewal Term. Any renewal term shall be subject to subsequent negotiations and agreement.

C. Termination. Licensor may terminate this License upon notice to Licensee of at least 60 days in advance.

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

II. Financial Consideration

A. Fees. Licensee agrees to pay $2,500 to Licensor in consideration for this License. Payment shall be due immediately.

IIA. Other Consideration.

A. Reserved.

B. Legal Duties. Construction, maintenance, operation, and removal of any pipeline and associated appurtenances 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 pipeline 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, being 100 feet in width of the pipeline location as shown on **Exhibit A** attached hereto and incorporated herein for the purpose of placing, constructing, operating, repairing, maintaining, replacing and removing, thereon, along the herein described pipeline location, two (2) pipelines, and no more than 2 pipelines, no larger than twelve (12) inches in nominal diameter, for the transportation of water only, and to have the right of ingress and egress at convenient points for such purpose, and said construction width shall revert to 30 feet after the pipeline is laid. The water lines shall be placed though one culvert.

A-2. Licensee shall also provide to the Licensor's representative the following items:

1) Business address and telephone number of the person responsible for the operation of

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

B. **Road Repair.** Licensee covenants and agrees that it will repair any of 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 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, provided that Licensee receives written notice at least sixty (60) 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 PIPELINE 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. In such event, Licensee shall, at Licensor's option, either: a) purge the pipeline, "cut and cap" its ends, and fill it with an inert gas or water rendering it inoperable and no longer of use, or b) remove the pipeline and thereafter restore the right of way to the condition prior to removal of the pipeline to the extent practicable in addition to complying with all applicable environmental laws and regulations.

I. Approval of Specifications. In the event Licensee desires to reconstruct, repair, maintain, replace or remove any pipeline or casing system built hereunder, Licensee shall submit the plans and specifications that pertain to the rebuilding or repairs of Licensor's streets and roads and the rebuilding or repairs of any of Licensor's public utilities to Licensor's Representative for his or her approval. 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 pipeline 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 pipeline, 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 PIPELINE OR CASING SYSTEM IN LICENSOR'S 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 PIPELINE 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 PIPELINE OR CASING SYSTEM IN LICENSOR'S 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 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 three (3) 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

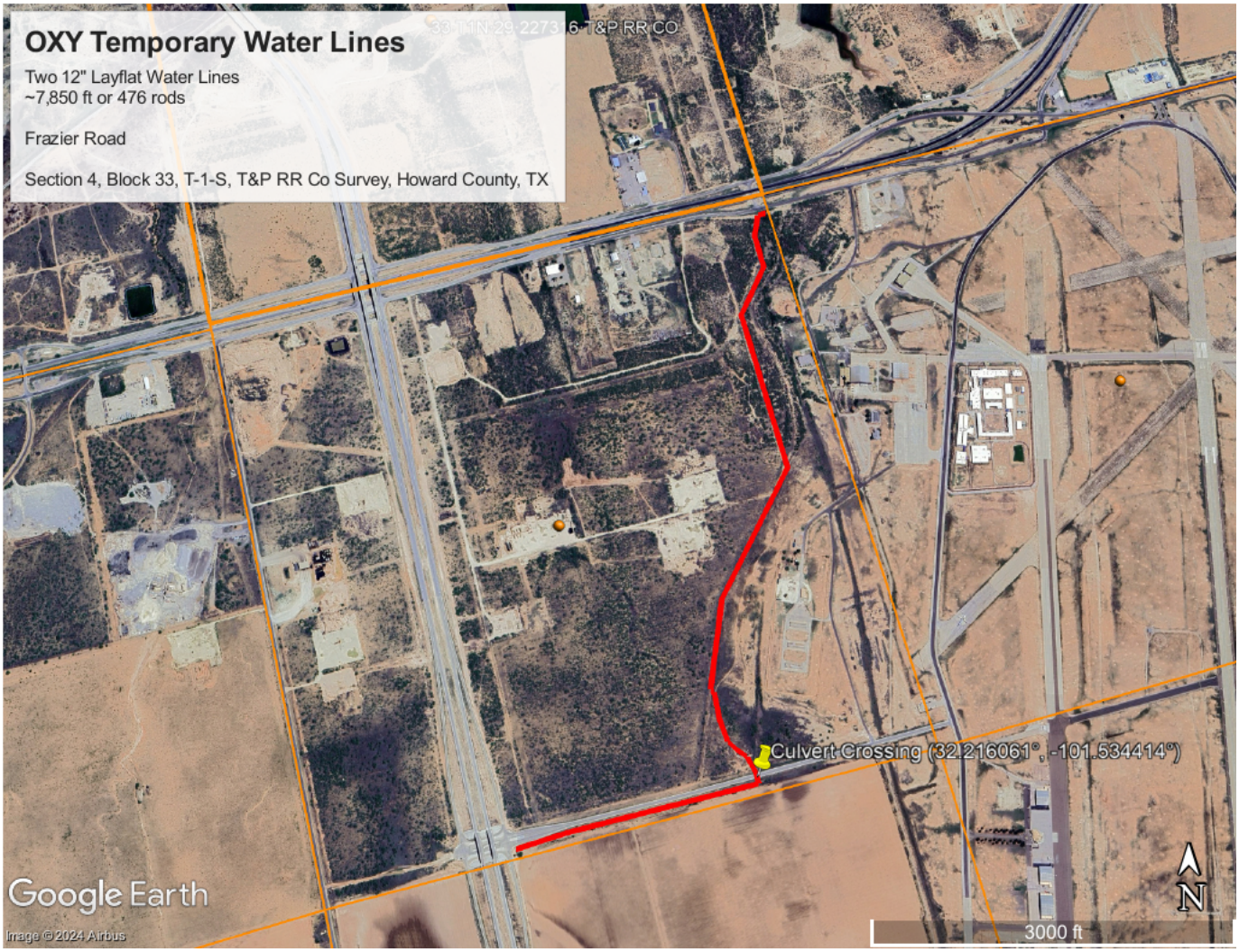
By:_____
Printed Name: Rhett D. LaFleur
Title: Attorney-in-fact

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)

EXHIBIT A


OXY Temporary Water Lines
Two 12" Layflat Water Lines
~7,850 ft or 476 rods
Frazier Road
Section 4, Block 33, T-1-S, T&P RR Co Survey, Howard County, TX
Culvert Crossing (32.216061°, -101.534414°)
Google Earth
Image © 2024 Airbus
3000 ft
N