CITY COUNCIL REGULAR AGENDA

Tuesday, July 9, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 9, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website http://mybigspring.com/224/Channel-17-Live.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

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.	Presentation of Awards and Award Winning "Pops in the Park" Video by Big Spring Convention and Visitor's Bureau	6	Lewis/Womble
6.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 901 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES – OWNER: ESTATE OF SANTIAGO LEAL	7-46	Hagen
7.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 303 E 6TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES – OWNER: ROSEMARY E. BIRGE	47-90	Hagen
8.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 401 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES – OWNER: VICTOR DOMINGUEZ GARCIA	91-131	Hagen
9.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 711 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES – OWNER: FELIP L. VILLA AND ESTELLA VILLA	132-164	Hagen
10.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1411 BLUEBIRD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES – OWNER: FREDRICK C. COLEMAN	165-201	Hagen

City Manager's Report

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

- Large Item Pickup, District 1 - July 17th

Consent Items

12.	Approval of the City Council Minutes of the Regular Meeting of June 25, 2024.		202-207	Davis
13.	Final Reading of a Resolution Providing For the City's Approval or Disapproval of the Howard Central Appraisal District's Fiscal Year 2025 Budget; and Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law		208-217	Darden

Vouchers

14.	Vouchers for 06/28/24	$ 990,968.12		Moreno
15.	Vouchers for 07/05/24	$ 1,190,939.02		Ornelas

New Business

16.	Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney			Hagen
17.	Consideration and Possible Action to Approve a National Fitness Campaign Grant and Authorizing the City Staff to Seek Grants for Additional Funding.		218-236	Lewis
18.	Consideration and Possible Action to Approve a Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool and Authorizing the City Manager or His Designee to Execute any Necessary Documents		237-242	Darden
19.	First Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the General Fund Budget for the Purpose of Amending the SmartGov Software Package to Implement Online Licensing; Providing for Severability; Providing for Publication ; and Providing an Effective Date		243-245	Smith
20.	Emergency Reading of an Ordinance Amending the Big Spring City Code, Chapter 40, "Parks, Recreation, and Cultural Affairs," Article V, "Moss Creek Lake," Section 40-		246-249	Bowles

151, "Admission Regulations," to Authorize the City Manager to Temporarily Close Moss Creek Lake and the Surrounding City-Owned Area When Necessary for Reasons of Maintenance or Public Safety; A Person who Violates a Temporary Closure May be Subject to the Criminal Penalties Under Law for Trespassing; Providing for Repeal of Conflicting Ordinances; Providing for Severability; Finding and Determining that the Meeting at Which the Ordinance was Discussed was Open to the Public as Required by Law; Declaring an Emergency; Providing for Publication; and Establishing an Effective Date

Council Input

21. Input — Moore

Executive Session

22. Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act: Section 551.071, Texas Government Code, to Receive Attorney Advice and Consultation; and Section 551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person: — Moore

    Leases of Municipal Corrections Finance, L.P. (Geo), 3700 Wright Ave ("Airpark"), 3711 Wright Ave. ("Cedar Hill") and 2001 Rickabaugh Ave. ("Flightline"), Big Spring, Texas

23. Reconvene into Open Session and Take Any Necessary Action on Executive Session Items — Moore

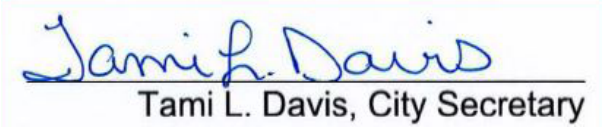
24. Adjourn — Moore

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, July 5, 2024 at 4:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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



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.

COMMUNITY SERVICES MEMO

Date: 07/09/2024

To: Mayor and City Council

City Manager

From: James Womble, Tourism Coordinator

Hayley Lewis, Community Services Director

Subject: Award Recognition "Pops in the Park Celebration"

The Big Spring Convention and Visitor's Bureau would like to present "Pops in the Park Celebration" to city council to announce:

- This video has won the 2024 Communicator Award for 2024 Award of Distinction

- It has also won the 2024 Bronze Telly Award for Live Events and Experiences based videos

- "Pops in the Park Celebration" video (1:48)

901 N GOLIAD

Code Compliance Official: Shannon Fant

Exhibit A-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF SHANNON FANT
CONCERNING 901 N GOLIAD

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

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

"I am a Code 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 **901 N GOLIAD**, 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 July, 2024.

S Fant
AFFIANT

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

 24-00000104

Property Details

Account		
Property ID:	294265	**Geographic ID:** 51442015000
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	901 N GOLIAD	
Map ID:		**Mapsco:**
Legal Description:	SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES	
Abstract/Subdivision:		
Neighborhood:	NTSD	
Owner		
Owner ID:	294803	
Name:	LEAL SANTIAGO	
Agent:		
Mailing Address:	901 N GOLIAD BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$83,854 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$1,312 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)

Market Value:	$85,166 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$85,166 (=)
Homestead Cap Loss:	$68,503 (-)
Assessed Value:	$16,663
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: LEAL SANTIAGO **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$85,166	$0	$0.00	
02B	CITY OF BIG SPRING	0.673163	$85,166	$6,663	$44.85	
03B	BIG SPRING ISD	0.930900	$85,166	$0	$0.00	$0.00
052	HOWARD COLLEGE	0.168395	$85,166	$0	$0.00	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $44.85

Estimated Taxes Without Exemptions: $1,713.02

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
901 N GOLIAD 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 July, 2024.

AFFIANT

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

BIG SPRING TEXAS

CASE NOTES

Report Run On: Monday, 10 June 2024 12:54

Case # 24-00000106 **Parcel # :** 294265

Site Address: 901 N GOLIAD

Case Description: SUBSTANDARD BUILDINGIN BACKYARD

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		reinspected property, will proceed	Malissa Garcia	06/10/24	
GENERAL		will send to legal today	Malissa Garcia	06/10/24	
SITE VISIT		INSPECTED PROPERTY FOUND THAT THERE WAS A SUBSTANDARD STRUCTURE IN THE BACK YARD WITH CHUNKS OF THE ROOF MISSINGAND SEVERE WEATHER DAMAGE	Shannon Fant	02/28/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT

"With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On February 28, 2024 and June 10, 2024, I inspected the property described as:

> SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES Big Spring, Howard County, Texas, also known as **901 N GOLIAD**, 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 July, 2024.

Shant
AFFIANT

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

Galaxy Tab S8+
February 28, 2024 11:05 AM

Galaxy Tab S8+
February 28, 2024 11:05 AM

Galaxy Tab S8+
February 28, 2024 11:05 AM

24-00000106
Galaxy Tab S8+
February 28, 2024 11:05 AM

Galaxy Tab S8+
February 28, 2024 11:05 AM

June 10, 2024 10:36 AM

June 10, 2024 10:36 AM

June 10, 2024 10:36 AM

June 10, 2024 10:36 AM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY SHANNON FANT

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

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

SIGNED on the 3 day of July, 2024.

Fant
AFFIANT

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

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 901 N GOLIAD BIG SPRING,TX79720
Legal Description: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES

Date 06/10/2024 **Case No:24-00000106**

LEAL SANTIAGO
901 N GOLIAD
BIG SPRING, TX 79720

Dear LEAL SANTIAGO
The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:
SUBSTANDARD STRUCTURE

Description of Violation:

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 901 N GOLIAD BIG SPRING,TX79720

Legal Description: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES

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.

Corrective Action:

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

Issued by:

Shannon Fant	Code Compliance
432.264.2508	sfant@mybigspring.com
Phone	Email Address

If this matter has been taken care of please notify this office at **(432)264-2504**
It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Shannon Fant - Code Compliance

Case Number: 24-00000106

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

June 28, 2024

Estate of the Late Santiago Leal
901 N. Goliad St.
Big Spring, Texas 79720

Jimmy Leal
1518 Stadium Ave.
Big Spring, Texas 79720

Institute for Essential Housing, Inc.
608 Fannin St.
Houston, TX USA

Gilbert Leal
2307 Grace St.
Big Spring, Texas 79720

Institute for Essential Housing Inc.
c/o Secretary of State
1019 Brazos St.
Austin, Texas 78701

Jeffrey Leal
903 N. Goliad St.
Big Spring, Texas 79720

Forestar (USA) Real Estate Group Inc.
(formerly Lumbermen's Investment
Corporation)
1300 S. Mopac Expressway, FL 3N
Attn: Tax Dept
Austin, Texas 78746

***Re:* 901 N GOLIAD, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 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.	The buildings are neglected, damaged, dilapidated, unsecured, and abandoned so as to constitute an attractive nuisance. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 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 buildings have deterioration and distress that appears to reduce its load-carrying capacity. Exterior walls are not plumb and free of holes, cracks or breaks. The roofing 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 of the buildings have 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 OR REPAIR

REAR ACCESSORY STRUCTURE TO THE WEST OF THE MAIN STRUCTURE.

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

Issued by

Shannon Fant	Code Compliance Official
Name	*Title*
+1 (432) 264-2508	sfant@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, July 9, 2024 at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

> **SECTION A-1.10. Rights of Parties**
> (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
>
> (b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
>
> (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
>
> (d) Rights of Parties. Each party shall have the following rights, among others:
>
> 1. To call and examine witnesses on any matter relevant to the issues of the hearing;
>
> 2. To introduce documentary and physical evidence;
>
> 3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
>
> 4. To impeach any witness regardless of which party first called him to testify;
>
> 5. To rebut the evidence against him;
>
> 6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

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

you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

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

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

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

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

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

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

Sincerely,

M. Garcia

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

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

Postmark Here
6/28/24
Final Notice (Sub)
901 NE Goliad

Sent To: State of Texas Santiago Leal
Street and Apt. No., or PO Box No.: 901 N Goliad
City, State, ZIP+4®: Big Spring TX 79720

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

9589 0710 5270 1221 6680 45

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

Postage
$

Total Postage and Fees
$

Postmark Here
6/28/24
Final Notice (Sub)
901 NE Goliad

Sent To: Institute of Essential Housing
Street and Apt. No., or PO Box No.: 608 Feminist
City, State, ZIP+4®: Austin TX USA

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

9589 0710 5270 1221 6680 21

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- ☐ Return Receipt (hardcopy) $
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- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

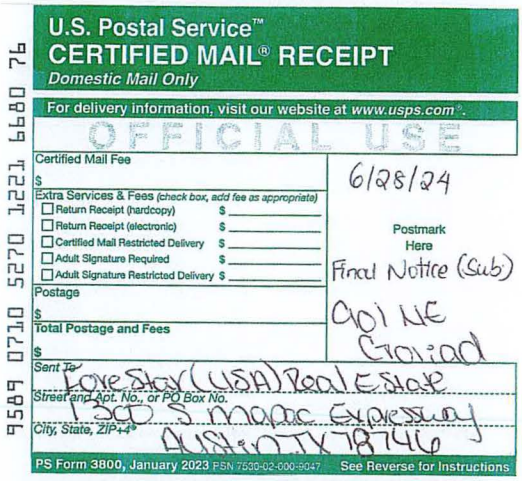
Total Postage and Fees
$

Postmark Here
6/28/24
Final Notice (Sub)
901 NE Goliad

Sent To: Institute for Essential Housing
Street and Apt. No., or PO Box No.: 1619 Bryan 205
City, State, ZIP+4®: Austin TX 78701

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

9589 0710 5270 1221 6680 69



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

Postage
$

Total Postage and Fees
$

Postmark Here
6/28/24
Final Notice (Sub)
901 NE Goliad

Sent To: Love Star (USA) Real Estate
Street and Apt. No., or PO Box No.: 1300 S Mopac Expressway
City, State, ZIP+4®: Austin TX 78746

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

9589 0710 5270 1221 6680 76

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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
$

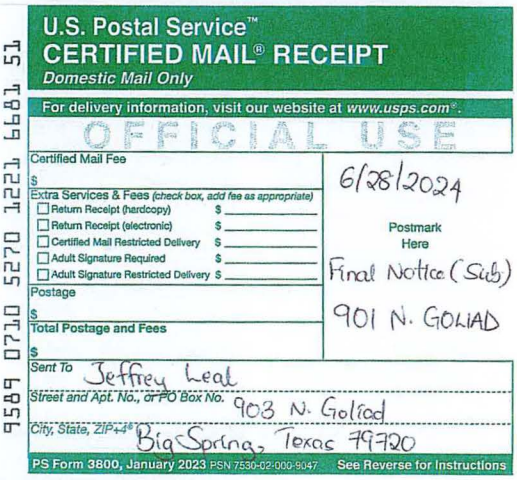
Total Postage and Fees
$

Postmark Here
6/28/24
Final Notice (Sub)
901 NE Goliad

Sent To: Gilbert Leal
Street and Apt. No., or PO Box No.: 2501 Cindy St
City, State, ZIP+4®: Big Spring TX 79720

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

9589 0710 5270 1221 6680 52



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

Postage
$

Total Postage and Fees
$

Postmark Here
6/28/2024
Final Notice (Sub)
901 N. GOLIAD

Sent To: Jeffrey Leal
Street and Apt. No., or PO Box No.: 903 N. Goliad
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 1221 6681 51

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

Postage
$

Total Postage and Fees
$

Postmark Here
6/28/24
Final Notice (Sub)
901 NE Goliad

Sent To: Jimmy Leal
Street and Apt. No., or PO Box No.: 1519 Stadium Ave
City, State, ZIP+4®: Big Spring TX 79720

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

9589 0710 5270 1221 6680 38

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052701221668045

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

Latest Update

Your item was delivered to an individual at the address at 3:05 pm on July 1, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
July 1, 2024, 3:05 pm

See All Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Feedback

Remove ×

Tracking Number:

9589071052701221668021

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

Latest Update

Your item was returned to the sender on July 3, 2024 at 12:32 pm in HOUSTON, TX 77002 because of an incorrect address.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert

No Such Number

HOUSTON, TX 77002
July 3, 2024, 12:32 pm

In Transit to Next Facility

July 2, 2024

See All Tracking History

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

See More

Remove X

Tracking Number:

9589071052701221668069

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

Latest Update

Your item was picked up at a postal facility at 6:03 am on July 3, 2024 in AUSTIN, TX 78711.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

AUSTIN, TX 78711
July 3, 2024, 6:03 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:

9589071052701221668076

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

Latest Update

Your item departed our USPS facility in AUSTIN TX DISTRIBUTION CENTER on July 5, 2024 at 8:23 am. 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

AUSTIN TX DISTRIBUTION CENTER
July 5, 2024, 8:23 am

Addressee Unknown

AUSTIN, TX 78746
July 1, 2024, 1:20 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:

9589071052701221668038

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®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

In Transit to Next Facility

July 3, 2024

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
June 28, 2024, 8:57 pm

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

See More ∨

Remove ×

Tracking Number:

9589071052701221668052

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

Latest Update

Your item was delivered to an individual at the address at 4:09 pm on July 2, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
July 2, 2024, 4:09 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:

9589071052701221668151

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

Latest Update

Your item was delivered to an individual at the address at 3:04 pm on July 1, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720
July 1, 2024, 3:04 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 July 09, 2024, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 27, 2024."

SIGNED on the 3 day of July, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of July, 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 **JULY 9TH, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

901 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES – OWNER: SANTIAGO LEAL

303 E 6TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES – OWNER: ROSEMARY E. BIRGE

401 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES – OWNER: VICTOR DOMINGUEZ GARCIA

711 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES – OWNER: FELIP L. VILLA ET UX

1411 BLUEBIRD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES – OWNER: FREDRICK C. COLEMAN

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

Galaxy Tab S8+
June 27, 2024 3:43 PM

303 E 6TH

Code Compliance Official: Shannon Fant

Exhibit B-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF SHANNON FANT
CONCERNING 303 E 6TH

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

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

"I am a Code 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 **303 E 6TH**, 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 July, 2024.

S Fant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of July, 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:	284735	**Geographic ID:** B4830030500
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	303 E 6TH	
Map ID:		**Mapsco:**
Legal Description:	E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES	
Abstract/Subdivision:		
Neighborhood:	OGTN	
Owner		
Owner ID:	20122	
Name:	BIRGE ROSEMARY E	
Agent:		
Mailing Address:	303 E 6TH BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$13,403 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$1,503 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)

Market Value:	$14,906 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$14,906 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$14,906
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: BIRGE ROSEMARY E **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$14,906	$9,906	$23.67	
02B	CITY OF BIG SPRING	0.673163	$14,906	$9,906	$66.68	
03B	BIG SPRING ISD	0.930900	$14,906	$0	$0.00	
052	HOWARD COLLEGE	0.168395	$14,906	$9,906	$16.68	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $107.03

Estimated Taxes Without Exemptions: $299.81

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
303 E 6TH 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 July, 2024.

Stant
AFFIANT

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

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

Notary Public, State of Texas

Exhibit B-3

BIG SPRING TEXAS

CASE NOTES

Report Run On: Monday, 10 June 2024 12:52

Case # 24-00000573 **Parcel # :** 284735

Site Address: 303 E 6TH

Case Description: SUBSTANDARD BUILDING

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		reinspected, will proceed	Malissa Garcia	06/10/24	
GENERAL		will send to legal today	Malissa Garcia	06/10/24	
SITE VISIT		INSPECTED PROPERTY BUILDING ON PROPERTY HAS HAD SEVERE FIRE DAMAGE TOOK PICS WILL FOLLOWUP WITH NOV TO OWNER	Shannon Fant	04/24/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT

"With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On April 24, 2024 and June 10, 2024, I inspected the property described as:

> E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES Big Spring, Howard County, Texas, also known as **303 E 6TH**, 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 July, 2024.

Shant
AFFIANT

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

24-00000573

24-00000573

Galaxy Tab S8+
April 24, 2024 1:36 PM
24-00000573

24-00000573

Galaxy Tab S8+
April 24, 2024 1:36 PM

Galaxy Tab S8+
April 24, 2024 1:36 PM

24-00000573

24-00000573

24-00000573

24-00000573

24-00000573

Exhibit B-5

24-00000573

ul

INCIDENT

Incident Number	Incident Date	NFIRS Number	Incident Type
240410-1336-BSFD	04/10/2024	0001296	(111) - Building fire

FDID	Station	Shift	District
KW601	Station 4	B-Shift	District 4

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
(10) - Fire control or extinguishment, other

AID

Aid Given/Received
(N) - None

LOCATION

Location Type
(1) - Street address

Address
303 6th Street, Big Spring, Texas, 79720

Cross Street, USNG, or Directions	Latitude	Longitude	Census Tract

Detector Alerted Occupant

Property Use	Mixed Use
(NNN) - None	

TIMES

PSAP Received	Dispatch Notified Time	Alarm Time
13:24:00, 04/10/2024		13:24:00, 04/10/2024

Arrival Time	Water on Fire Time	At Patient Time
13:26:00, 04/10/2024	13:27:00, 04/10/2024	

Loss Stop Time	Controlled Time	Last Unit Cleared Time
		14:45:00, 04/10/2024

INCIDENT NARRATIVE

E4 responded to 303 6th street in reference to a structure fire. E4 was first on scene followed by E2 and E3. Fire marshal and BC Glenn were providing command and investigations. E4 parked just past the house out of the way of smoke to begin attacking the fire. Lt Newman exited the engine to do a scene size up. AE Westbrook pulled cross lay 2, 200ft of 1'3/4 hose to the front of the building were the fire was. The garage between the main house and the neighbor's house was showing heavy smoke and flames. Lt Newman made the initial attack on the structure fire knocking down the fire. A second line was pulled, cross lay 1, 200ft of 1'3/4 hose for a second attack and provide more water on the fire. E3 at the time was laying 600ft of LDH from a hydrant to E4 pumping the fire. The supply line was established and brought online. The occupant of the garage needed transport and treatment. Rios was sent to join FF moss On medic 4 and the pt was transported to smmc er. A second ambulance was dispatched for personell. We continued to work the fire from the bravo and delta sides to prevent spread to exposures. Once the fire was contained and knocked down to a point it was no longer flaming. The exposures were checked with a thermal camer for fire extension. The fire was contained to the building of origin. The operation was then transitioned to ovehaul and all hot spots were cooled and the fire was completely extingused. The occupant of the garage stated that he was cooking a pizza on an open flame (burner) when his dog knocked over the burner. A fire ensued and the occupant tried to control it but was unssuccessful. After sustaining some burns he vacated the stucture. All equipment was broken down cleaned and placed back in service. All units cleared the scene and back in service.

Created By:

Unit Reports

MEDIC 4

Use	Responding From	Priority
(2) - EMS		Emergent

Response Delays: None/No Delay

Dispatch Time	Enroute Time	Arrival Time
13:24:00, 04/10/2024	13:24:00, 04/10/2024	13:26:00, 04/10/2024

At Patient Time	Clear Time	In District Time
	14:45:00, 04/10/2024	

Actions Taken: Provide first aid & check for injuries

Personnel: ANTHONY RIOS, Tyler Moss

ENGINE 4

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

Response Delays: None/No Delay

Dispatch Time	Enroute Time	Arrival Time
13:24:00, 04/10/2024	13:24:00, 04/10/2024	13:26:00, 04/10/2024

At Patient Time	Clear Time	In District Time
	14:45:00, 04/10/2024	

Actions Taken: Fire control or extinguishment, other

Personnel: Tye Newman, ASHTON WESTBROOK

Person 1: GLENN, CHRIS

Fire Products Exposed To
None

PPE Worn During Incident
None

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
13:24:00, 04/10/2024	13:24:00, 04/10/2024	13:26:00, 04/10/2024

At Patient Time	Clear Time	In District Time
	14:45:00, 04/10/2024	

Actions Taken:
Provide manpower

Personnel
Jake Kirkpatrick, MATTHEW ALLMAND

FIRE MARSHALL

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

Response Delays
None/No Delay

Dispatch Time	Enroute Time	Arrival Time
13:24:00, 04/10/2024	13:24:00, 04/10/2024	13:26:00, 04/10/2024

At Patient Time	Clear Time	In District Time
	14:45:00, 04/10/2024	

Actions Taken:
Information, investigation & enforcement, other

Personnel
Dan Hendrickson

Fire Module

SITE INFO

Alarms	Acres Burned	Resident Units In Bldg	Buildings Involved
1		1	1

24-00000573

ul

STRUCTURE

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: (N) - None present

Detector Type

Power Supply

Detector Operations

Effectiveness (/Failure Reason)

Presence of Auto Extinguishing System: (N) - None Present

System Type

System Operation

# of Sprinklers

Reason for System Failure

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY SHANNON FANT

"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 July, 2024.

Shant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of July, 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 Code Compliance

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

NOTICE OF VIOLATION

Re: 303 E 6TH BIG SPRING,TX79720
Legal Description: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES

Date 06/10/2024 **Case No:24-00000573**

BIRGE ROSEMARY E
303 E 6TH
BIG SPRING, TX 79720

Dear BIRGE ROSEMARY E
The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:
SUBSTANDARD STRUCTURE

Description of Violation:

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 303 E 6TH BIG SPRING,TX79720

Legal Description: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES

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.

Corrective Action:

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

Issued by:

Shannon Fant	Code Compliance
432.264.2508	sfant@mybigspring.com
Phone	Email Address

If this matter has been taken care of please notify this office at **(432)264-2504**
It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Shannon Fant - Code Compliance

Case Number: 24-00000573

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

June 28, 2024

Rosemary E. Birge
303 E 6th St.
Big Spring, Texas 79720

***Re:* 303 E 6TH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES, Howard County

Big Spring Code Compliance has determined that at the following structure(s): ACCESSORY STRUCTURE ADJACENT TO THE MAIN STRUCTURE TO THE WEST, 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 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	The building had fire damage that has not been repaired. The building is neglected, damaged, dilapidated and unsecured so as to constitute an attractive nuisance. Fire damage presents a risk of building collapse. Hazardous condition.

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. 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.	
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	Fire damage has affected the building's load-carrying capacity. Exterior walls have fire damage which has left gaps in the exterior walls. Exterior walls are not plumb and free of holes, cracks or breaks. The roof appears to admit rain and has signs of deterioration. Unsafe condition.

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.	
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

ACCESSORY STRUCTURE ADJACENT TO THE MAIN STRUCTURE TO THE WEST.

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

Issued by

Shannon Fant	Code Compliance Official
Name	*Title*
+1 (432) 264-2508	sfant@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, July 9, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

> **SECTION A-1.10. Rights of Parties**
>
> (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
>
> (b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.
>
> (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
>
> (d) Rights of Parties. Each party shall have the following rights, among others:
>
> 1. To call and examine witnesses on any matter relevant to the issues of the hearing;

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

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

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

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

TRANSFER OF OWNERSHIP UNLAWFUL: Please be advised that until this order is complied with, it shall be unlawful (being a Class C Misdemeanor) to transfer ownership of the

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

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

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

Sincerely,

M. Garcia

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

9589 0710 5270 1221 6680 83

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
$

6/28/2024

Postmark Here

Final Notice (Sub)
303 E Leth Street

Sent To: Rosemary Birge
Street and Apt. No., or PO Box No.: 303 E Leth St
City, State, ZIP+4®: Big Spring TX 79720

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052701221668083

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

Feedback

Latest Update

We attempted to deliver your item at 3:09 pm on July 2, 2024 in BIG SPRING, TX 79720 and a notice was left because an authorized recipient was not available. 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 beginning July 3, 2024. If this item is unclaimed by July 16, 2024 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed
Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
July 2, 2024, 3:09 pm

Available for Pickup
BIG SPRING
501 S MAIN ST
BIG SPRING TX 79720-9998
M-F 0800-1700; SAT 0900-1200
July 1, 2024, 7:12 pm

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®

Product Information

See Less

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 July 09, 2024, attached as **Exhibit B-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 27, 2024."

SIGNED on the 3 day of July, 2024.

S Hunt
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of July, 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 **JULY 9TH, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

901 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES – OWNER: SANTIAGO LEAL

303 E 6TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES – OWNER: ROSEMARY E. BIRGE

401 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES – OWNER: VICTOR DOMINGUEZ GARCIA

711 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES – OWNER: FELIP L. VILLA ET UX

1411 BLUEBIRD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES – OWNER: FREDRICK C. COLEMAN

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

Galaxy Tab S8+
June 27, 2024 3:51 PM

401 NE 10TH

Code Compliance Official: Shannon Fant

Exhibit C-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF SHANNON FANT
CONCERNING 401 NE 10TH

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

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

"I am a Code 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 **401 NE 10TH**, 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 July, 2024.

Shant
AFFIANT

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

 24-00000108

Property Details

Account		
Property ID:	294204	**Geographic ID:** 51442009000
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	401 NE 10TH	
Map ID:		**Mapsco:**
Legal Description:	SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES	
Abstract/Subdivision:		
Neighborhood:	NTSD	
Owner		
Owner ID:	9388	
Name:	GARCIA VICTOR DOMINGUEZ	
Agent:		
Mailing Address:	401 NE 10TH BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$18,584 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$6,272 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)

Market Value:	$24,856 (=)
Agricultural Value Loss:	$0 (-)
Appraised Value:	$24,856 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$24,856
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: GARCIA VICTOR DOMINGUEZ **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$24,856	$24,856	$59.38	
02B	CITY OF BIG SPRING	0.673163	$24,856	$24,856	$167.32	
03B	BIG SPRING ISD	0.930900	$24,856	$24,856	$231.38	
052	HOWARD COLLEGE	0.168395	$24,856	$24,856	$41.86	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $499.94

Estimated Taxes Without Exemptions: $499.94

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
401 NE 10TH 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 July, 2024.

Stant
AFFIANT

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

CASE NOTES

Report Run On: Monday, 10 June 2024 12:37

Case # 24-00000108 **Parcel # :** 294204

Site Address: 401 NE 10TH

Case Description: SUBSTANDARD BUILDING

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		reinspected property will proceed	Malissa Garcia	06/10/24	
GENERAL		will send to legal today	Malissa Garcia	06/10/24	
SITE VISIT		INSPECTED PROPERTY FOUND THREE SUBSTANDARD STRUCTURES ON PROPERTY	Shannon Fant	02/28/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT

"With regard to the photographs in **Exhibits C-4** I am familiar with and recognize the scene depicted in the photographs. On February 28, 2024 and June 10, 2024, I inspected the property described as:

> SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES Big Spring, Howard County, Texas, also known as **401 NE 10TH**, 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 July, 2024.

Fant
AFFIANT

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

24-00000108
[redacted]
Galaxy Tab S8+
February 28, 2024 11:22 AM

24-00000108
Galaxy Tab S8+
February 28, 2024 11:23 AM

Galaxy Tab S8+
February 28, 2024 11:23 AM

24-000000108

24-0000108

24-0000108

24-0000108
June 10, 2024 10:22 AM

24-00000198
June 10, 2024 10:22 AM

24-0000010[illegible]

June 10, 2024 10:23 AM

24-00000108

24-00006708

24-00000108

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY SHANNON FANT

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

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

SIGNED on the 3 day of July, 2024.

Shannon Fant
AFFIANT

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

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 401 NE 10TH BIG SPRING,TX79720
Legal Description: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES

Date 06/10/2024 **Case No:24-00000108**

GARCIA VICTOR DOMINGUEZ
401 NE 10TH
BIG SPRING, TX 79720

Dear GARCIA VICTOR DOMINGUEZ
The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:
SUBSTANDARD STRUCTURE

Description of Violation:

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 401 NE 10TH BIG SPRING,TX79720

Legal Description: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES

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.

Corrective Action:

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

Issued by:

Shannon Fant	Code Compliance
432.264.2508	sfant@mybigspring.com
Phone	Email Address

If this matter has been taken care of please notify this office at **(432)264-2504**
It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Shannon Fant - Code Compliance

Case Number: 24-00000108

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

June 28, 2024

Victor Dominguez Garcia
401 NE 10th St.
Big Spring, Texas 79720

***Re:* 401 NE 10TH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES, Howard County

Big Spring Code Compliance has determined that at the following structure(s): THREE (3) SUBSTANDARD STRUCTURES, 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 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	The building is neglected, damaged, dilapidated and unsecured so as to constitute an attractive nuisance. At least one of the buildings is intended to be used for dwelling purposes but due to dilapidation and damage is unfit for human habitation. Dilapidation presents a risk of building collapse Hazardous condition.

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. 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	The structural members of the building have deteriorated so as to reduce their load-carrying capacity. Exterior walls are not plumb and free of holes, cracks or breaks. The roof appears to admit rain and has signs of deterioration. Unsafe condition.

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.	
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 THREE (3) SUBSTANDARD STRUCTURES.

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

Issued by

Shannon Fant	Code Compliance Official
Name	*Title*
+1 (432) 264-2508	sfant@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, July 9, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

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

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

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

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

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

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

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

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

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

Sincerely,

M. Garcia

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

9589 0710 5270 1221 6680 90

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
$

6/28/2024

Postmark Here

Final Notice (Sub)

401 NE 10th

Sent To Victor Dominguez Garcia

Street and Apt. No., or PO Box No. 401 NE 10th

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

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

USPS Tracking®

FAQs >

Remove X

Tracking Number:

9589071052701221668090

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

Feedback

Latest Update

We attempted to deliver your item at 11:07 am on July 2, 2024 in BIG SPRING, TX 79720 and a notice was left because an authorized recipient was not available. 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 beginning July 3, 2024. If this item is unclaimed by July 17, 2024 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed
Notice Left (No Authorized Recipient Available)
BIG SPRING, TX 79720
July 2, 2024, 11:07 am

In Transit to Next Facility
July 1, 2024

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®

Product Information

See Less

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 July 09, 2024, attached as **Exhibit C-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 27, 2024."

SIGNED on the 3 day of July, 2024.

Stant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of July, 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-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 **JULY 9TH, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

901 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES – OWNER: SANTIAGO LEAL

303 E 6TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES – OWNER: ROSEMARY E. BIRGE

401 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES – OWNER: VICTOR DOMINGUEZ GARCIA

711 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES – OWNER: FELIP L. VILLA ET UX

1411 BLUEBIRD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES – OWNER: FREDRICK C. COLEMAN

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

401
Galaxy Tab S8+
June 27, 2024 4:00 PM

711 E 16TH

Code Compliance Official: Shannon Fant

Exhibit D-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF SHANNON FANT
CONCERNING 711 E 16TH

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

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

"I am a Code 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 **711 E 16TH**, 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 July, 2024.

Shant
AFFIANT

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

 24-00000630

Property Details

Account		
Property ID:	278997	**Geographic ID:** B2880018700
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	711 E 16TH	
Map ID:		**Mapsco:**
Legal Description:	LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES	
Abstract/Subdivision:		
Neighborhood:	GOLD1	
Owner		
Owner ID:	283785	
Name:	VILLA FELIP L ET UX	
Agent:		
Mailing Address:	711 E 16TH BIG SPRING , TX 79720	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$23,518 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$5,786 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$29,304 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$29,304 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$29,304
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: VILLA FELIP L ET UX **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$29,304	$29,304	$70.01	
02B	CITY OF BIG SPRING	0.673163	$29,304	$29,304	$197.26	
03B	BIG SPRING ISD	0.930900	$29,304	$29,304	$272.79	
052	HOWARD COLLEGE	0.168395	$29,304	$29,304	$49.35	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $589.41

Estimated Taxes Without Exemptions: $589.41

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
711 E 16TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 3 day of July, 2024.

Staut
AFFIANT

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

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

Crystal Ramirez
Notary Public, State of Texas

Exhibit D-3

BIG SPRING TEXAS

CASE NOTES

Report Run On: Monday, 10 June 2024 12:36

Case # 24-00000630 **Parcel # :** 278997

Site Address: 711 E 16TH

Case Description: SUBSTANDARD ON PROPERTY ROOF CAVING IN

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		reinspected property	Malissa Garcia	06/10/24	
GENERAL		will send to legal today	Malissa Garcia	06/10/24	
SITE VISIT		INSPECTED PROPERTY AND FOUND NO IMPROVEMENT AND HAVE NOT HEARD A RESPONSE FROM THE PROPERTY OWNER WILL PROCEED	Shannon Fant	06/03/24	
SITE VISIT		INSPECTED PROPERTYFOUND STRUCTURE HAS ROOF CAVED IN AND FALLEN APART	Shannon Fant	04/30/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY SHANNON FANT

"With regard to the photographs in **Exhibits D-4** I am familiar with and recognize the scene depicted in the photographs. On April 30, 2024 and June 3, 2024 and June 10, 2024, I inspected the property described as:

> LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES Big Spring, Howard County, Texas, also known as **711 E 16TH**, 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 July, 2024.

Shant
AFFIANT

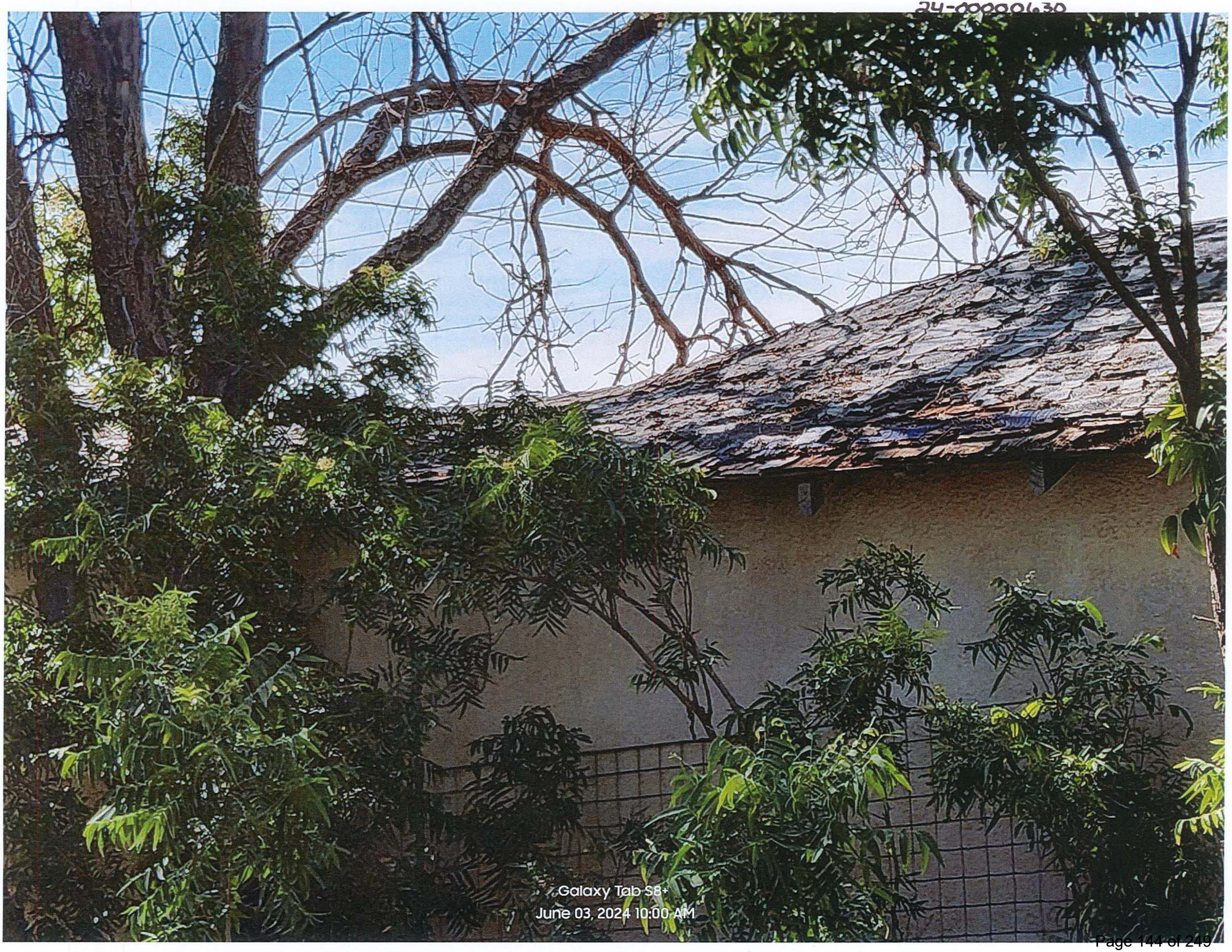
SWORN TO AND SUBSCRIBED before me this 3 day of July, 2024 by the above referenced Affiant.

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

Crystal Ramirez
Notary Public, State of Texas

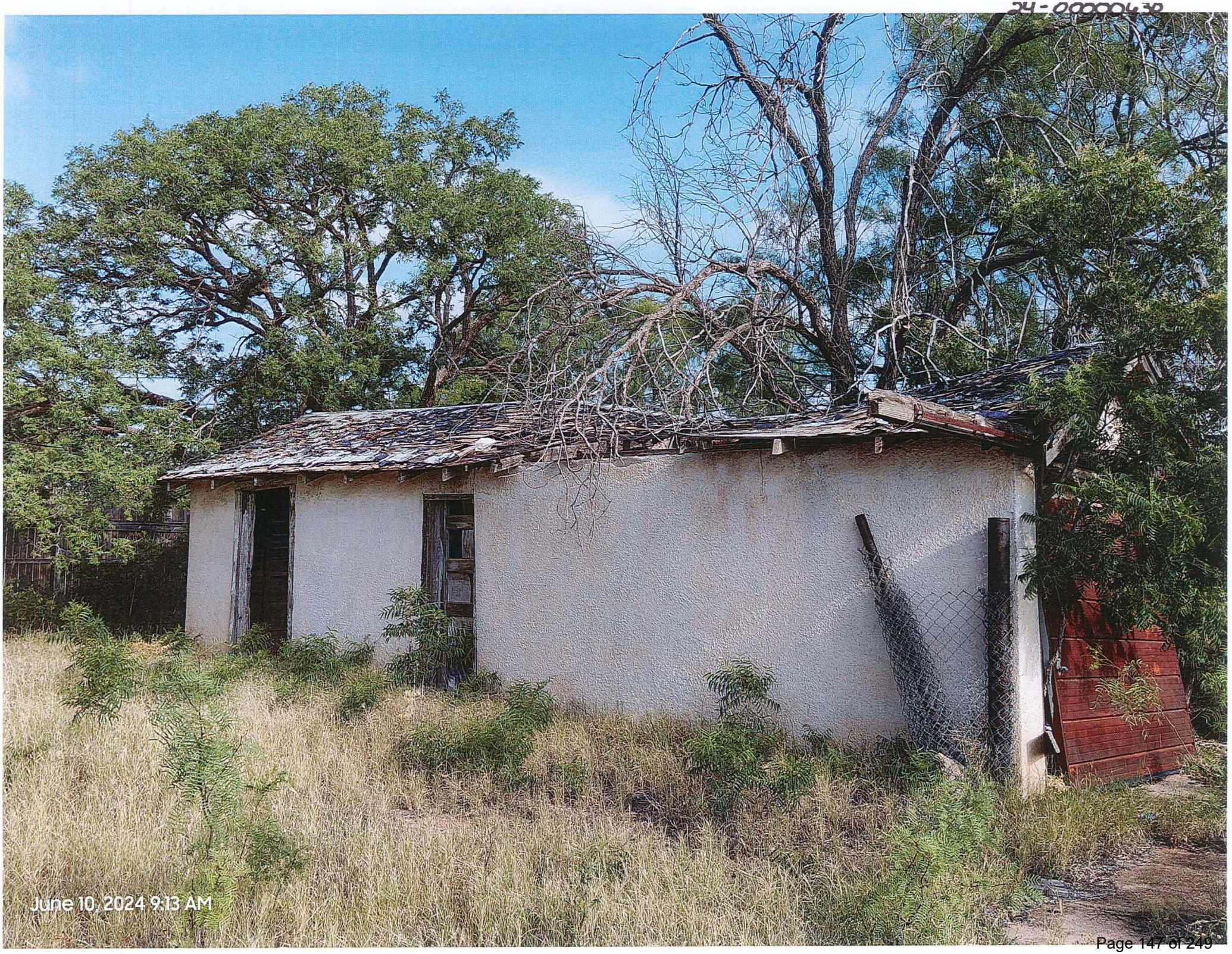
Exhibit D-4

Galaxy Tab S8+
April 30, 2024 11:28 AM


Galaxy Tab S8+
June 03, 2024 10:00 AM

June 10, 2024 9:13 AM

June 10, 2024 9:13 AM


June 10, 2024 9:13 AM

June 10, 2024 9:13 AM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY SHANNON FANT

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

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

SIGNED on the 3 day of July, 2024.

Shant
AFFIANT

SWORN TO AND SUBSCRIBED before me this 3 day of July, 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 D-5

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 711 E 16TH BIG SPRING,TX79720
Legal Description: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES

Date 06/10/2024 **Case No:24-00000630**

VILLA FELIP L ET UX
711 E 16TH
BIG SPRING, TX 79720

Dear VILLA FELIP L ET UX
The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:
SUBSTANDARD STRUCTURE

Description of Violation:
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.

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 711 E 16TH BIG SPRING,TX79720
Legal Description: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES

Corrective Action:

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

Issued by:

Shannon Fant	Code Compliance
432.264.2508	sfant@mybigspring.com
Phone	Email Address

If this matter has been taken care of please notify this office at **(432)264-2504**
It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Shannon Fant - Code Compliance

Case Number: 24-00000630

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

June 28, 2024

Felip L. Villa & Estella Villa
711 E. 16th St.
Big Spring, Texas 79720

Re: **711 E 16TH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 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 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	The buildings are neglected, damaged, dilapidated, unsecured and abandoned so as to constitute an attractive nuisance. Hazardous condition.

building or structure for committing a nuisance or an unlawful act. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 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.	Due to dilapidation, anchorage of the roof to walls have deterioration and distress that appears to reduce load-carrying capacity. Exterior walls are not plumb and free of cracks or breaks. 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

Shannon Fant	Code Compliance Official
Name	*Title*
+1 (432) 264-2508	sfant@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, July 9, 2024 at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

you fail to appeal the Hearing Board's ruling within that time, such order shall become the final order.

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

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

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

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

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

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

Sincerely,

M. Garcia

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

9589 0710 5270 1221 6681 06

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
$

6/28/24

Postmark Here

Final Notice (Sub.)

711 E 16th

Sent To Felipe Villa & Estella Villa

Street and Apt. No., or PO Box No. 711 E 16th

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

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052701221668106

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

Feedback

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

July 4, 2024

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER
July 3, 2024, 4:49 pm

See All Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

Enter tracking or barcode numbers

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 July 09, 2024, attached as **Exhibit D-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 27, 2024."

SIGNED on the 3 day of July, 2024.

Stant
AFFIANT

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

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

Crystal Ramirez
Notary Public, State of Texas

Exhibit D-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 **JULY 9TH, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

901 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES – OWNER: SANTIAGO LEAL

303 E 6TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES – OWNER: ROSEMARY E. BIRGE

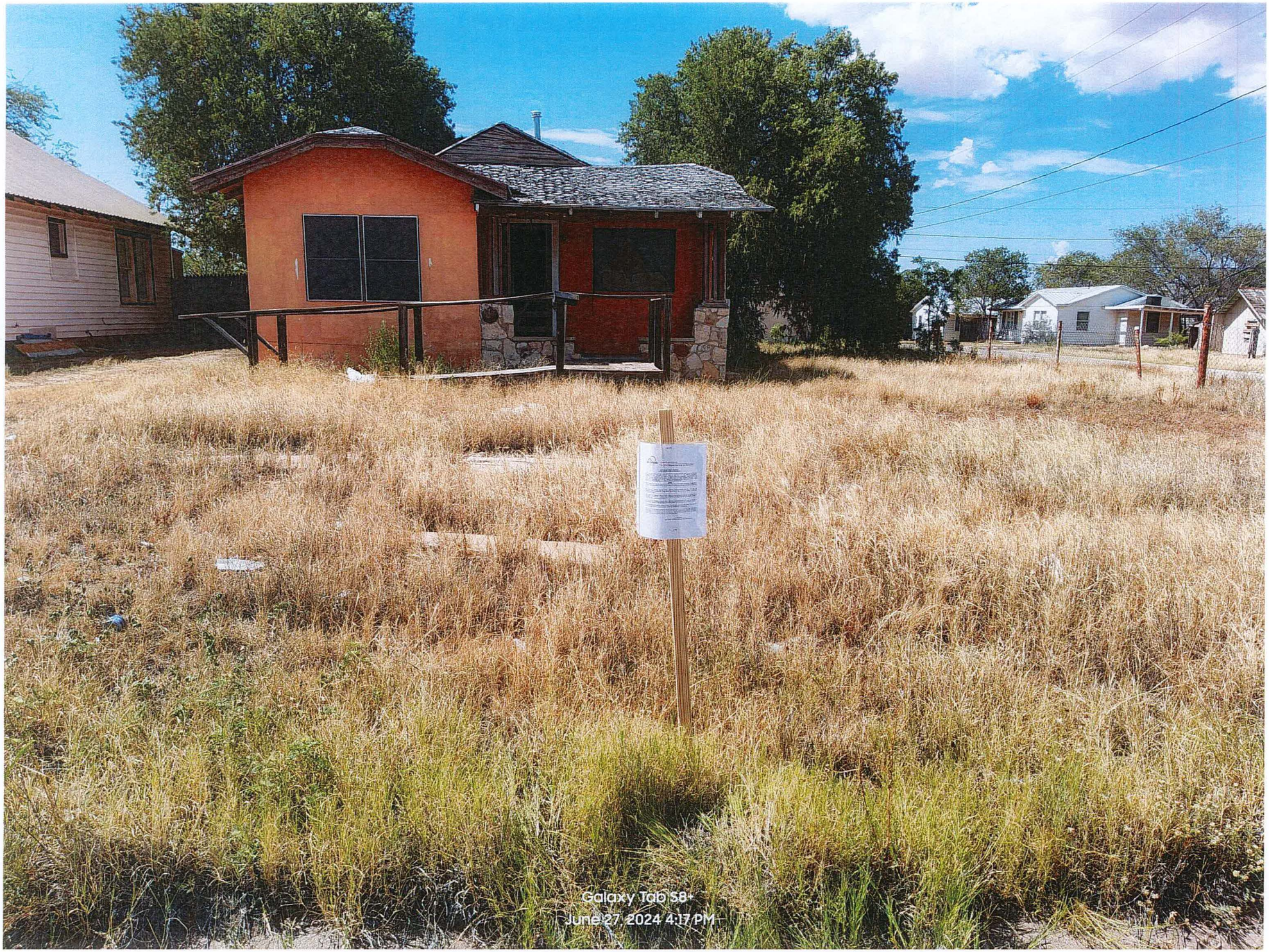
401 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES – OWNER: VICTOR DOMINGUEZ GARCIA

711 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES – OWNER: FELIP L. VILLA ET UX

1411 BLUEBIRD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES – OWNER: FREDRICK C. COLEMAN

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


Galaxy Tab S8+
June 27, 2024 4:17 PM

1411 BLUEBIRD

Code Compliance Official: Ashley Guerra

Exhibit E-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 1411 BLUEBIRD

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 **1411 BLUEBIRD**, 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 July, 2024.

AFFIANT

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

Notary Public, State of Texas

Notary Public
Comm. Expires
Notary ID

Exhibit E-2

Property Details

Account		
Property ID:	286230	**Geographic ID:** B5610003400
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	1411 BLUEBIRD	
Map ID:		**Mapsco:**
Legal Description:	LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES	
Abstract/Subdivision:		
Neighborhood:	WRGT1	
Owner		
Owner ID:	434119	
Name:	COLEMAN FREDRICK C	
Agent:		
Mailing Address:	8342 SHOOTING QUAIL SAN ANTONIO, TX 78250	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$23,977 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$1,665 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$25,642 (=)

Agricultural Value Loss:	$0 (-)
Appraised Value:	$25,642 (=)
Homestead Cap Loss:	$0 (-)
Assessed Value:	$25,642
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: COLEMAN FREDRICK C **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	$25,642	$25,642	$61.26	
02B	CITY OF BIG SPRING	0.673163	$25,642	$25,642	$172.61	
03B	BIG SPRING ISD	0.930900	$25,642	$25,642	$238.70	
052	HOWARD COLLEGE	0.168395	$25,642	$25,642	$43.18	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: $515.75

Estimated Taxes Without Exemptions: $515.75

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1411 BLUEBIRD CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 3 day of July, 2024.

AFFIANT

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

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

Notary Public, State of Texas

Exhibit E-3

BIG SPRING TEXAS

CASE NOTES

Report Run On: Monday, 10 June 2024 11:42

Case # 24-00000899 **Parcel # :** 286230

Site Address: 1411 BLUEBIRD

Case Description: SUBSTANDARD STRUCTURE

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		Reinspected on 6-10-24 no progress has been made there has been no contact with the owner .	Ashley Guerra	06/10/24	
GENERAL		preparing to send to legal .	Ashley Guerra	06/10/24	
CORRECTIVE ACTION		ON PROPERTY THERE IS A SUBSTANDARD STRUCTURE THAT IS DANGEROUS TO NABOR HOOD AND NEEDS TO BE BROUGHT DOWN OR BORUGHT UP TO CODE DEADLINE FOR COMPLIANCE IS (7) SEVEN DAYS FROM THE DATE OF MAILING	Ashley Guerra	06/05/24	
SITE VISIT		DUE TO A COMPLAINT WENT TO PROPERTY NOTICED A SUBSTANDARD STRUCTURE THAT LOOKS TO HAVE CAUGHT FIRE	Ashley Guerra	06/05/24	
GENERAL		SENT OUT NOTICE OF VIOLATION ON 6-6-2024	Ashley Guerra	06/05/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA

"With regard to the photographs in **Exhibits E-4** I am familiar with and recognize the scene depicted in the photographs. On June 5, 2024 and June 10, 2024, I inspected the property described as:

> LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES Big Spring, Howard County, Texas, also known as **1411 BLUEBIRD**, 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 July, 2024.

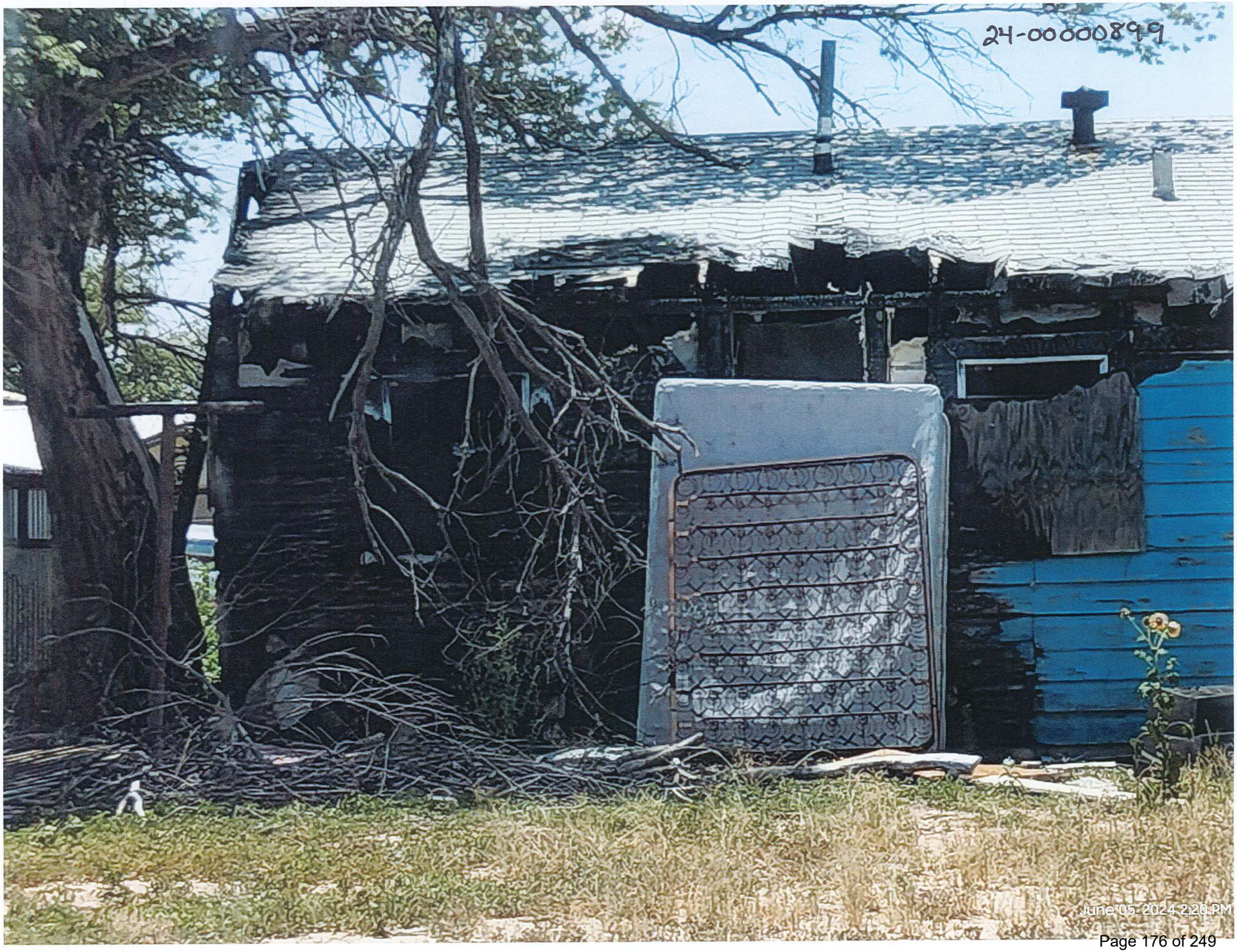
AFFIANT

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

CRYSTAL RAMIREZ
Notary Public, State of Texas
Comm. Expires 10-21-2024
Notary ID 13273824-1

Notary Public, State of Texas

Exhibit E-4


24-00000899
June 05, 2024 2:20 PM

24-00000899

24-000008899
June 05 2024 2:21 PM

24-00000899
June 05, 2024 2:21 PM

24-00000899
June 05, 2024 2:21PM

24-00000899

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

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

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

SIGNED on the 3 day of July, 2024.

AFFIANT

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

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

Notary Public, State of Texas

Exhibit E-5

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 1411 BLUEBIRD BIG SPRING,TX00000
Legal Description: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES

Date 06/10/2024 **Case No:24-00000899**

COLEMAN FREDRICK C
8342 SHOOTING QUAIL
SAN ANTONIO, TX 78250

Dear COLEMAN FREDRICK C
The City of Big Spring has determined that the following section of the **2021 property Maintenance Code of Big Spring** has been violated, constituting a nuisance:

Violation:
SUBSTANDARD STRUCTURE

Description of Violation:
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.

City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 1411 BLUEBIRD BIG SPRING,TX00000
Legal Description: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES

Corrective Action:
ON PROPERTY THERE IS A SUBSTANDARD STRUCTURE THAT IS DANGEROUS TO NABOR HOOD AND NEEDS TO BE BROUGHT DOWN OR BORUGHT UP TO CODE
DEADLINE FOR COMPLIANCE IS (7) SEVEN DAYS FROM THE DATE OF MAILING
For further information about this notice, please contact the following person:

Issued by:

Ashley Guerra	Code Compliance
432-264.2505	aguerra@mybigspring.com
Phone	Email Address

If this matter has been taken care of please notify this office at **(432)264-2504**
It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Ashley Guerra - Code Compliance

Case Number: 24-00000899

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

June 28, 2024

Fredrick C. Coleman
8342 Shooting Quail
San Antonio, Texas 78250

Fredrick C. Coleman
1411 Bluebird St.
Big Spring, Texas 79720

Federal National Mortgage Association
1100 15th St. NW Ste. 4
Washington, D. C. 20005-1784

***Re:* 1411 BLUEBIRD, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 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 had fire damage that has not been repaired. 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.

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.	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 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	Fire damage has affected the building's load-carrying capacity. The structural members of the building have deteriorated so as to reduce their load-carrying capacity. Exterior walls are not plumb and free of holes, cracks or breaks. Exterior walls have fire damage which has left gaps in the exterior walls. The roof appears to admit rain and has signs of deterioration. Unsafe condition.

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.	
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

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

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

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

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

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

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

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

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

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

Sincerely,

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

9589 0710 5270 1221 6681 13

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$

6/28/24

Postmark Here

Final Notice (Sub.)
1411 Bluebird

Sent To Fredrick Coleman
Street and Apt. No., or PO Box No. 8342 Shooting Quail
City, State, ZIP+4® San Antonio TX 78250

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

9589 0710 5270 1221 6681 37

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- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
$

6/28/24

Postmark Here

Final Notice (Sub.)
1411 Bluebird

Sent To Fredrick Coleman
Street and Apt. No., or PO Box No. 1411 Bluebird
City, State, ZIP+4® Big Spring TX 79720

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

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- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
$

6/28/24

Postmark Here

Final Notice (Sub.)
1411 Bluebird

Sent To Federal National Mortgage Association.
Street and Apt. No., or PO Box No. 1100 15th St. NW Ste. 4
City, State, ZIP+4® Washington, D.C. 20005-1784

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052701221668113

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

Latest Update

Your item was delivered to an individual at the address at 1:44 pm on July 3, 2024 in SAN ANTONIO, TX 78250.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

SAN ANTONIO, TX 78250
July 3, 2024, 1:44 pm

See All Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Remove

Tracking Number:

9589071052701221668137

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

July 1, 2024

Vacant

BIG SPRING, TX 79720
July 1, 2024, 5:23 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:

9589071052701221668144

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

Latest Update

Your item was picked up at a postal facility at 12:57 pm on July 2, 2024 in WASHINGTON, DC 20018.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Postal Facility

WASHINGTON, DC 20018
July 2, 2024, 12:57 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 July 09, 2024, attached as **Exhibit E-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 27, 2024."

SIGNED on the 3 day of July, 2024.

AFFIANT

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

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

Notary Public, State of Texas

Exhibit E-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 **JULY 9TH, 2024,** AT **5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

901 N GOLIAD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N TR 20 WILLIAM B CURRIE 75X100 333 BLK/TRACT 32 1N 0.241 ACRES – OWNER: SANTIAGO LEAL

303 E 6TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: E/40 OF LT 7 BK 34 ORIGINAL TOWN 40X50 0747 ACQ 040199 BLK/TRACT BK 34 0.046 ACRES – OWNER: ROSEMARY E. BIRGE

401 NE 10TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SE/4 OF SC 42 BK 32 1N WILLIAM B CURRIE TR 14 74X150 TR 15 100X140 147 BLK/TRACT 32 1N 0.576 ACRES – OWNER: VICTOR DOMINGUEZ GARCIA

711 E 16TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 19 COLE & STRAYHORN 50X140 770 BLK/TRACT 19 0.161 ACRES – OWNER: FELIP L. VILLA ET UX

1411 BLUEBIRD, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 14 BK 2 STARDUST 55X110 302 BLK/TRACT 2 0.139 ACRES – OWNER: FREDRICK C. COLEMAN

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

PRIVATE PROPERTY
June 27, 2024 3:47 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, June 25, 2024, with the following members present in person:

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

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
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
Caleb Watson gave the invocation.

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

Public Comment

Public Comment

One citizen invited the City Council to a Heart of the City Worship Event that will be held at the Heart of the City Park on September 28, 2024.

Announcements, Presentations and Public Hearings

Open Public Hearings

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

PUBLIC HEARING - Regarding an Application for an Ambulance Transfer Permit for Non-Emergency Ambulance Services in the City of Big Spring by Tac Med, Inc., and Consideration to Determine Whether Public Convenience and Necessity will be Served by Issuance of Such Permit, in Accordance with § 28-156, "Hearing," Article VI, "Private Ambulance Services," Chapter 28, "Health," Big Spring City Code.

Jay Holt, Fire Chief, explained that a non-emergency ambulance service has applied for a permit to transfer patients to and from Scenic Mountain Medical Center to another hospital. No additional comments were made at this time.

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1314 STATE PARK, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 1 BK 3 MOUNTAIN VIEW 60.7X140 2011 COMBINED ACCT B4650002201 196 ACQ 04012019 0.196 ACRES – OWNER: ESTATE OF ESTER O. CHAVARRIA

MOTION WAS MADE BY Council Member Ornelas to abate the above captioned property (1314 State Park), seconded by Mayor Pro Tem Tompkins.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 411 OWENS, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 7 BK 1 PORTER 50X140 369 0.161 ACRES – OWNER: STEVEN LOPEZ

MOTION WAS MADE BY Mayor Moore to abate the above captioned property (411 Owens), seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

Close Public Hearings

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 6
- Pops In The Park - July 3rd
- Street Closure - Comanche Trail Park
- City Holiday - July 4th

Todd Darden, City Manager, reported on the above captioned items as follows: Large Item Pickup for District 6 picked up 15 tons of items; Pops in the Park will be held on July 3rd; Staff is recommending to close a couple of streets in Comanch Trail Park to accomadate handicap parking for the new ADA playground; and city offices will be closed on July 4th in observance of Indepenence Day.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of June 11, 2024.

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of May 21, 2024

Final Reading of a Resolution Reauthorizing the Tax Abatement Guidelines and Criteria; Providing for Severability; and Providing an Effective Date.

Final 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

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

Vouchers

Vouchers for 06/14/24 $ 542,683.61

Council Member Moreno reviewed the above captioned vouchers.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

New Business

First Reading of a Resolution Providing For the City's Approval or Disapproval of the Howard Central Appraisal District's Fiscal Year 2025 Budget; and Finding and Determining that the Meetings at Which the Resolution Were Discussed Were Open to the Public as Required by Law

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Grant an Ambulance Transfer Permit, for Non-Emergency Ambulance Services in the City of Big Spring, to Tac Med, Inc., and Determining the Existence of Public Convenience and Necessity that will be Served by Issuance of Such Permit, in Accordance with § 28-157, "Granting or Denial of Permit," Article VI, "Private Ambulance Services," Chapter 28, "Health," Big Spring City Code and Authorizing the Mayor to Execute any Necessary Documents

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

Consideration and Possible Action to Accept a Donation of Properties Listed as Lots 8, 9 and 10, Block 12, Original Town, Big Spring, Texas

MOTION WAS MADE BY Mayor Moore to accept the above captioned donation, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno **6**

NAYS: None **0**

MOTION PASSED

Council Input

Input
Mayor Pro Tem Tompkins asked to receive a report from CVB;
Council Member Moreno invited everyone to a ribbon cutting for Jefferson park on 6-29-24 at 11:00 a.m.

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

Mayor Moore adourned into executive session at 5:53 p.m.

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

Mayor Moore reconvened into open session at 6:37 p.m. No action was taken.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:38 p.m.

_____

Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS PROVIDING FOR THE CITY'S APPROVAL OR DISAPPROVAL OF THE HOWARD CENTRAL APPRAISAL DISTRICT'S FISCAL YEAR 2025 BUDGET; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Big Spring is a taxing unit participating in the Howard Central Appraisal District ("HCAD") and is entitled to vote on the appointment of HCAD's board members; and

WHEREAS, the Howard Central Appraisal District ("HCAD") has submitted its fiscal year 2025 budget to the Mayor for consideration by City Council; and

WHEREAS, at their meeting on June 12, 2024, the HCAD Board of Directors voted to approve HCAD's budget for fiscal year 2025, the minutes from that meeting pending approval at a subsequent meeting; and

WHEREAS, if a majority of taxing units entitled to vote on the appointment of board members disapprove of HCAD's budget by resolution within 30 days of its adoption, HCAD must adopt a new budget within 30 days of the disapproval under Section 6.06(b), Texas Tax Code; and

WHEREAS, the City Council finds it to be in the public interest to either approve or disapprove of said proposed budget as indicated below;

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 City Council of Big Spring hereby _____ (APPROVES OR DISAPPROVES) the Howard Central Appraisal District's proposed fiscal year 2025 budget, as set forth in Exhibit A.

SECTION 3. The City Secretary is directed to promptly file a copy of this official resolution with the secretary of the Board of Directors of the Howard Central Appraisal District.

SECTION 4. 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.

PASSED AND APPROVED on first 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.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **9th** day of **July, 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

HOWARD CENTRAL APPRAISAL DISTRICT

2025

ADOPTED BUDGET

5-08-2025

Howard County Appraisal District

	2021 Budget	2022 Budget	2023 Budget	2024 Budget	2025 Working Budget
Income					
Tax Units	$ 1,083,902	$ 1,073,984	$ 1,108,089	$ 1,145,923	$ 1,181,081
Misc. Inc		$ 1,500			
Board Authorized Carryover from Surplus		$ 325,825			
Total	$ 1,083,902	$ 1,401,309	$ 1,108,089	$ 1,145,923	$ 1,181,081
Aerial Photography	$ 54,098	$ 54,598	$ 59,000	$ 59,000	$ 59,000
Appraisal Review Board	$ 4,475	$ 6,227	$ 10,000	$ 10,000	$ 10,000
Audit	$ 6,500	$ 6,750	$ 7,500	$ 6,500	$ 7,000
Board of Directors Expense	$ 1,382	$ 1,411	$ 6,000	$ 6,000	$ 6,000
Books and Subscriptions	$ 1,420	$ 3,593	$ 4,000	$ 4,000	$ 7,000
Building Rent	$ 22,155	$ 19,200	$ 19,200	$ 19,200	$ 19,200
Comp Eq, Maint, Website, Back up, Verizon	$ -	$ -	$ 5,000	$ 73,000	$ 80,000
Computer Equipment Maintenance	$ 2,174	$ 19,158	$ 15,000	-	$ -
Computer Software	$ 29,450	$ 170,714	$ 32,000	$ 52,000	$ 57,000
Contract Services	$ 225,000	$ 168,050	$ 175,000	$ 205,000	$ 240,000
Computer-Website Hosting-backups	$ 5,400	$ 14,393	$ 14,000	-	$ -
Custodial Service	$ -	$ 2,875	$ 3,900	$ 3,900	$ 3,900
Deed Information	$ 1,100	$ 1,500	$ 1,500	$ 13,500	$ 13,500
Dues and Licenses	$ 4,296	$ 2,878	$ 3,000	$ 3,000	$ 3,000
Education/Travel	$ 5,477	$ 5,765	$ 7,000	$ 18,000	$ 10,000
Insurance	$ 1,595	$ 3,043	$ 1,500	$ 6,000	$ 10,000
Legal Fees	$ 21,173	$ 16,224	$ 30,000	$ 10,000	$ 10,000
Legal Notices and Ads	$ 2,397	$ 2,906	$ 3,000	$ 3,200	$ 4,000
Public Relations	$ 12,777	$ 13,482	$ 15,000	$ 5,000	$ 5,000
Personnel Costs					
Salaries	$ 337,162	$ 352,026	$ 442,491	$ 390,359	$ 402,070
Medicare	$ 3,945	$ 4,742	$ 6,416	$ 5,660	$ 5,830
Retirement	$ 20,043	$ 14,635	$ 42,346	$ 37,084	$ 35,181
Health Insurance	$ 61,599	$ 73,183	$ 92,736	$ 92,320	$ 95,200
Workmans Comp/Unemployment	$ 2,147	$ 2,234	$ 8,100	$ 7,200	$ 7,200
Postage-Mailing costs	$ 20,458	$ 44,759	$ 32,000	$ 52,000	$ 37,000
Supplies-copier and supplies	$ 9,816	$ 22,359	$ 24,000	$ 24,000	$ 24,000
Vehicle Expense	$ 5,603	$ 6,628	$ 15,000	$ 10,000	$ 5,000
New Vehicle Savings	$ 2,412	$ 2,800	$ 2,800	$ 14,000	$ 14,000
Telephone	$ 4,679	$ 4,695	$ 6,600	$ 6,000	$ 6,000
Other Operation Costs	$ 9,647	$ 4,385	$ 10,000	$ 10,000	$ 5,000
Capital Expenditures	$ 9,687	$ 5,739	$ 14,000	-	-
Board Restricted legal-software sinking fund		$ 325,825			
Total	$ 888,067	$ 1,376,777	$ 1,108,089	$ 1,145,923	$ 1,181,081

Personnel Costs

Position	Salaries	Retirement	Medicare	Health Ins.	Misc. Emp. Tax
Chief Appraiser	$ 88,055	$ 7,705	$ 1,277	$ 11,900	$ 900
Deputy Chief Appraiser	$ 65,245	$ 5,709	$ 946	$ 11,900	$ 900
Administrative Assistant	$ 42,626	$ 3,730	$ 618	$ 11,900	$ 900
Appraiser	$ 45,279	$ 3,962	$ 657	$ 11,900	$ 900
Senior Appraiser	$ 46,340	$ 4,055	$ 672	$ 11,900	$ 900
Deed Clerk	$ 39,930	$ 3,494	$ 579	$ 11,900	$ 900
Clerical-ARB Coordinator	$ 38,721	$ 3,388	$ 561	$ 11,900	$ 900
Receptionist	$ 35,874	$ 3,139	$ 520	$ 11,900	$ 900
	$ 402,070	$ 35,181	$ 5,830	$ 95,200	$ 7,200

INCOME EXPLANATIONS

	2021	2022	2023	2024	2025
Tax Unit Payments	$ 1,083,902	$ 1,073,984	$ 1,108,089	$ 1,145,923	$ 1,181,081

This amount is calculated after taking the budgeted amount of expenses and subtracting any anticipated income such as interest earned or copy costs or other fees paid by the public.

	2021	2022	2023	2024	2025
Misc. Income	$ 3,653	$ -	$ 1,500		

The District invests its funds and receives a small amount of interest. Also income from copies of public information.

	2021	2022	2023	2024	2025
Board Authorized Surplus Retention			$ 325,825		

EXPENSE EXPLANATIONS

	2021	2022	2023	2024	2025
Aerial Photography	$ 54,098	$ 54,598	$ 59,000	$ 59,000	$ 59,000

The district contracts with EagleView, an oblique photography provider who flies the county every two years to provide updated aerial photography to assist appraisers in finding improvements that need to be added to the appraisal roll.

	2021	2022	2023	2024	2025
Appraisal Review Board	$ 4,475	$ 6,227	$ 10,000	$ 10,000	$ 10,000

The appraisal review board is a group of citizens who hear protests of property owners. They are appointed by the District Judge for two year terms and are paid $125 per day of service. In addition, they are required by state law to attend training sessions for which they are paid per diem and travel costs.

	2021	2022	2023	2024	2025
Audit	$ 6,500	$ 6,750	$ 7,500	$ 6,500	$ 7,000

Auditor recommended to account for a possible 3-5% increase.
The District funds are required to be audited annually by state law. The audit must be completed within 150 days of the end of the fiscal year. Copies of the audit are distributed to the tax units which pay the costs of the District operations. The Board of Directors may distribute excess funds back to the tax units as a refund in proportion to the way those funds were paid.

	2021	2022	2023	2024	2025
Board of Directors Exp.	$ 1,382	$ 1,411	$ 6,000	$ 6,000	$ 6,000

This account pays for the board of directors to attend conferences, along with travel and hotel for these conferences.

	2021	2022	2023	2024	2025
Books and Subscriptions	$ 1,420	$ 3,593	$ 4,000	$ 4,000	$ 7,000

Quickbooks and Papervision were moved to subscriptions: $1300 for Quickbooks and $1700 for Papervision.

The district purchases cost manuals and textbooks from several sources and updates that information annually.

	2021	2022	2023	2024	2025
Building Rental	$ 22,155	$ 19,200	$ 19,200	$ 19,200	$ 19,200

The district rents space from Howard County

	2021	2022	2023	2024	2025
Comp Equip/Maint/Website	$ 2,174	$ 19,158	$ 15,000	$ 73,000	$ 80,000

This account is now a combination of computer maintenance, equipment, website hosting, backups, and mapping.
This District contrtacts with BIS to maintain the computer equipment and internal network including website maintenance and mapping.
BIS gave an estimate of $8,500 more than last year.

	2021	2022	2023	2024	2025
Computer Software	$ 29,450	$ 170,714	$ 32,000	$ 52,000	$ 57,000

The appraisal district uses Harris Govern for its computer assisted mass appraisal software. This cost includes mobile software and updates required by state law and on-line assistance for staff. Harris Govern will cost $5,000 more for ADA and AOA intergrations with BIS.

	2021	2022	2023	2024	2025
Contract Services	$ 225,000	$ 168,050	$ 175,000	$ 205,000	$ 240,000

This account includes utility and complex property appraisals. The company providing these services is Thomas Y. Pickett.
TYP costs is predicted to increase $35,000 this year due to the vast increase in mineral accounts.

	2021	2022	2023	2024	2025
Computer backups, website hosting	$ 5,400	$ 14,393	$ 14,000	-	$ -

This account has been combined with the websites design, backup of data, mapping, and maint. of computer equipment account above.

	2021	2022	2023	2024	2025
Custodial Service	$ -	$ 2,875	$ 3,900	$ 3,900	$ 3,900

The district hires outside companies or individuals to clean the office.

	2021	2022	2023	2024	2025
Deed Information	$ 1,100	$ 1,500	$ 1,500	$ 13,500	$ 13,500

Deed takeoff information is provided to the deeds clerk so that the employee does not have to go to the County Clerk's office to get filed instruments. Our new Just Appraised software was free for the first year (2023), then $12,000 annually after that.

	2021	2022	2023	2024	2025
Dues and Licenses	$ 4,296	$ 2,878	$ 3,000	$ 3,000	$ 3,000

The district is a member of the Texas Association of Appraisal Districts which gives employees a reduced rate on education as well as other member services such as representation and information on legislation impacting appraisal districts.
This account also pays for license costs for employees required to register with the Texas Department of Licensing and regulation.

	2021	2022	2023	2024	2025
Education/Travel	$ 5,477	$ 5,765	$ 7,000	$ 18,000	$ 10,000

Education and Travel accounts have been combined. Less not that all appraisers have RPA.
This account covers the cost of tuition, travel, and per diem costs for employees to attend required schools to maintain their license.

	2021	2022	2023	2024	2025
Insurance	$ 1,595	$ 3,043	$ 1,500	$ 6,000	$ 10,000

This account is for all insurances besides health: car, office, and board member liability. The district has its contents insured with the TML.

Legal Fees	2021	2022	2023	2024	2025
	$ 21,173	$ 16,224	$ 30,000	$ 10,000	$ 10,000

This account is to pay for litigation costs.

Legal Notices and Advertisements	2021	2022	2023	2024	2025
	$ 2,397	$ 2,906	$ 3,000	$ 3,200	$ 4,000

Actual cost of legal notices and advertisements for last year was $3800
The district is required to publish various notices in the newspaper to make citizens aware of their rights and deadlines.

Was Mapping-Now Public Relations Account in 2024	2021	2022	2023	2024	2025
	$ 12,777	$ 13,482	$ 15,000	$ 5,000	$ 5,000

The Account has been combined with all other BIS services and this is now the Public Relations Line.
This account is used for connecting with the community. Booth equipment and space rentals come from this account.

Payroll Expenses-includes salaries, medicare, retirement and health insurance.		2021	2022	2023	2024	2025
	Salaries	$ 337,162	$ 352,026	$ 442,491	$ 390,359	$ 402,070

This proposed number includes a 3% increase in salaries.
This covers the salaries of 8 people in the office and are reflective of the professional requirements of licensed appraisers and managers.

Medicare	2021	2022	2023	2024	2025
	3,945.00	4,742.00	6,416.00	5,660.00	5,830.00

This accounts funds the appraisal district part of medicare tax.

Retirement	2021	2022	2023	2024	2025
	$ 22,027	$ 14,635	$ 42,346	$ 37,084	$ 35,181

The District is a member of the Texas County and District Retirement System which invests contributions on behalf of the employees. 7% is withheld from salaries and matched by the District. TCDRS is one of the four state retirement systems and is a Defined Contribution Plan. Prior to 2020, the district provided a more costly private retirement plan

Health Insurance	2021	2022	2023	2024	2025
	$ 61,599	$ 73,183	$ 92,736	$ 92,320	$ 95,200

This proposed number includes plan P621CHC that decreases out of pocket expenses for the employees.
This account funds a health care program for the employees. With the uncertainty of the health care industry, this amount reflects current spending plus a contengency.

Workman's Comp/Unemployment	2021	2022	2023	2024	2025
	$ 2,147	$ 2,234	$ 8,100	$ 7,200	$ 7,200

Worker's Comp Insurance, long-term disability, and other employee costs are included in this category. Disability if provided because the district has never participated in social security so the employees are not covered by SS disability.

Postage-Mailing costs	2021	2022	2023	2024	2025
	$ 20,458	$ 44,759	$ 32,000	$ 52,000	$ 37,000

Due to no longer needing to send TNT postcards, postage costs were decreased $15,000.
This covers postage costs for the mailing of notices and other required mailings. The amount increase is due to the increase in mainly mineral accounts. The number provided includes mailing estimates for TYP and our in house accounts. The district uses Variverge for all bulk mailings and Pitney-Bowes for all in house mailings.

Supplies-copier and supplies	2021	2022	2023	2024	2025
	$ 9,816	$ 22,359	$ 24,000	$ 24,000	$ 24,000

This account pays for copies, copy supplies, and printing paper, pens, clips, and other office supplies.

Vehicle Expense	2021	2022	2023	2024	2025
	$ 5,603	$ 6,628	$ 15,000	$ 10,000	$ 5,000

This account pays for fuel, oil changes, tires, and any other maintenance on the truck.

Was Insurance-Now New Vehicle Savings	2021	2022	2023	2024	2025
	$ 2,412	$ 2,800	$ 2,800	$ 14,000	$ 14,000

All Insurances were combined on another account above. This is now a new vehicle savings account.
Every year $14,000 goes into a savings account to be used when a new vehicle is needed.

Telephone	2021	2022	2023	2024	2025
	$ 4,679	$ 4,695	$ 6,600	$ 6,000	$ 6,000

This item covers the cost of telephone and long distance and connection with the Internet

Other Operation Costs	2021	2022	2023	2024	2025
	$ 9,647	$ 4,385	$ 10,000	$ 10,000	$ 5,000

Travel was combined with education. This is now the Other Operation costs line. This account is used on items difficult to categorize.

Capital Expenditures	2021	2022	2023	2024	2025
	$ 9,687	$ 5,739	$ 14,000	-	-

Board Restricted Legal-Software Sinking Fund	2021	2022	2023	2024	2025
			$ 325,825		

Funds from the prior budget are retained in order to purchase computer software or to pay for unforeseen legal costs due to litigation by major taxpayers.

PROPOSED ALLOCATION OF COST OF HOWARD COUNTY APPRAISAL DISTRICT

Tax Unit	2023 Levy	% of Total	Total Allocation-2024	Proposed Allocation-2025
Howard County	$ 22,154,854	0.1662722	$ 190,535	$ 196,381
Howard College	$ 16,420,428	0.1232353	$ 141,218	$ 145,551
Big Spring City	$ 8,591,016	0.0644756	$ 73,884	$ 76,151
Coahoma City	$ 246,859	0.0018527	$ 2,123	$ 2,188
Forsan City	$ 24,625	0.0001848	$ 212	$ 218
Big Spring ISD	$ 33,534,131	0.2516737	$ 288,399	$ 297,247
Coahoma ISD	$ 15,275,683	0.114644	$ 131,373	$ 135,404
Forsan ISD	$ 7,366,801	0.0552879	$ 63,356	$ 65,299
Permian UWD	$ 142,759	0.0010714	$ 1,228	$ 1,265
Sands ISD	$ 25,585,279	0.1920176	$ 220,037	$ 226,788
Borden County ISD	$ 1,521,975	0.0114224	$ 13,089	$ 13,491
Stanton ISD	$ 2,380,069	0.0178624	$ 20,469	$ 21,097
Total Levy/Total Budget	$ 133,244,479	1	$ 1,145,923	$ 1,181,081

CAMPAIGN BRIEFING

WELCOME

AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

CELEBRATING 500TH
Healthy Community this Year

★ EST. 1979 ★
NATIONAL FITNESS CAMPAIGN
FITNESS COURT

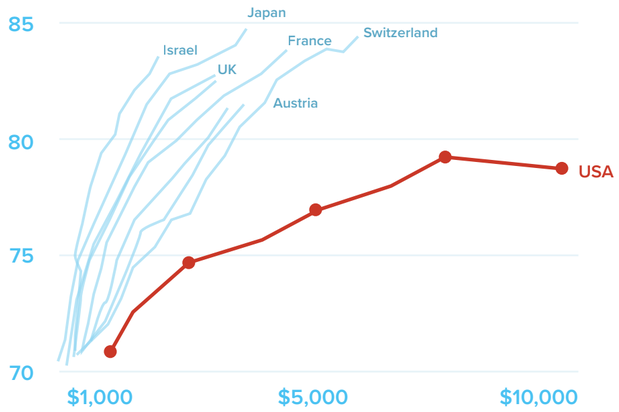
NOW FUNDED
to welcome 1000 Healthy Communities by 2025

CAMPAIGN MISSION: to Build Healthy Communities

WHY THE CAMPAIGN DOES IT

TO MAKE WORLD CLASS FITNESS FREE

Life Expectancy vs Health Expenditure



UNDERSTANDING THE PROBLEM

AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFE-STYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS.

BECOMING THE SOLUTION

WHEN COMMUNITIES ARE DESIGNED TO SUPPORT WELL-BEING, HEALTH OUTCOMES CHANGE!

BROUGHT TO YOU BY

Priority Health

aetna

BlueCross BlueShield of Texas

BlueCross BlueShield Kansas

BlueCross BlueShield of Alabama

BlueCross BlueShield Minnesota

MVP HEALTH CARE

COMMUNITY Health Options

MASSACHUSETTS

Quartz

BlueCross BlueShield of Illinois

uchealth

hmsa

An Independent Licensee of the Blue Cross and Blue Shield Association

Renown HEALTH

BlueCross BlueShield of Montana

BlueCross BlueShield of Oklahoma

JEAN-MICHEL BASQUIAT™
FEATURED ARTIST COLLECTION

Keith Haring™
FEATURED ARTIST COLLECTION

BlueCross BlueShield of New Mexico

FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

MULTI-SITE PLANNING FOR HEALTH IMPACT

BUILDING HEALTHY COMMUNITIES

MULTI-SITE PHASING FOR HEALTH IMPACT
HEALTHY SITE SCORE (HSS)

PLANNING | PHASING | LAYOUTS | PROJECTIONS | SCORES | MAPPING | TRAILS

WHAT THE CAMPAIGN DOES

WHAT THE CAMPAIGN DOES

A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM

FITNESS COURT
WORLDS BEST OUTDOOR GYM
1 CORE
2 SQUAT
3 PUSH
4 LUNGE
5 PULL
7 BEND
Featured Workout
GET GOING
Health Stats
4827
94
CORE
SQUAT
PUSH
LUNGE
PULL
AGILITY
BEND
7 MOVEMENT FULL BODY WORKOUT
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED | COACH IN YOUR POCKET

COMMUNITY WELLNESS PROGRAMMING

WELCOMES ENTIRE COMMUNITY

MAYORS WELLNESS SERIES

FITNESS COURT | ART

EVERY FITNESS COURT IS A WORK OF ART

WORK WITH LOCAL ARTISTS

NFC DESIGN STUDIO

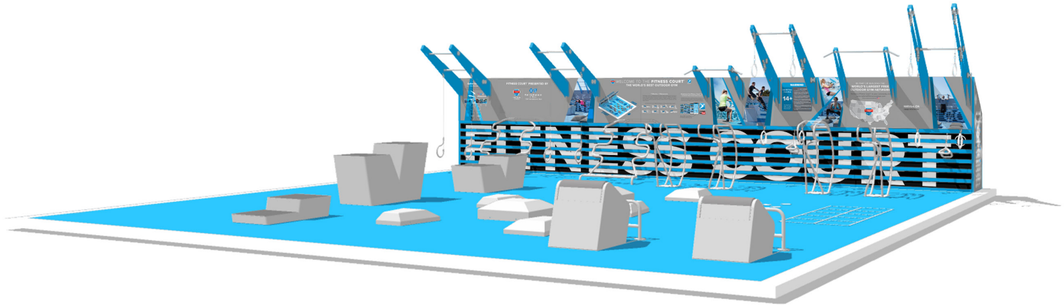
WORLD RENOWN ARTIST GALLERY

KEITH HARING | JEAN MICHEL BASQUIAT

Fitness Court® Public Art

BlueCross BlueShield of Texas | FITNESS COURTS®

Approved State Fitness Court Design



2024 NFC State Sponsor Art Collection

No Additional Funding Required

EACH FITNESS COURT® IS A ONE-OF-A-KIND WORK OF ART.

NFC DESIGN STUDIO

Additional Funding Required:
$10,000

Final design works in collaboration with State Sponsor.

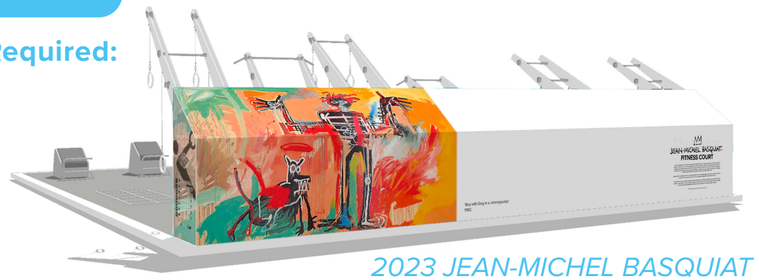
LOCAL ARTIST

Additional Funding Required:
$25,000

Final design works in collaboration with State Sponsor.

FEATURED ARTIST

Additional Funding Required:
$50,000
Limited licenses available



2023 JEAN-MICHEL BASQUIAT

CAMPAIGN IMPACT | NFC

BUILDING HEALTHY COMMUNTIES

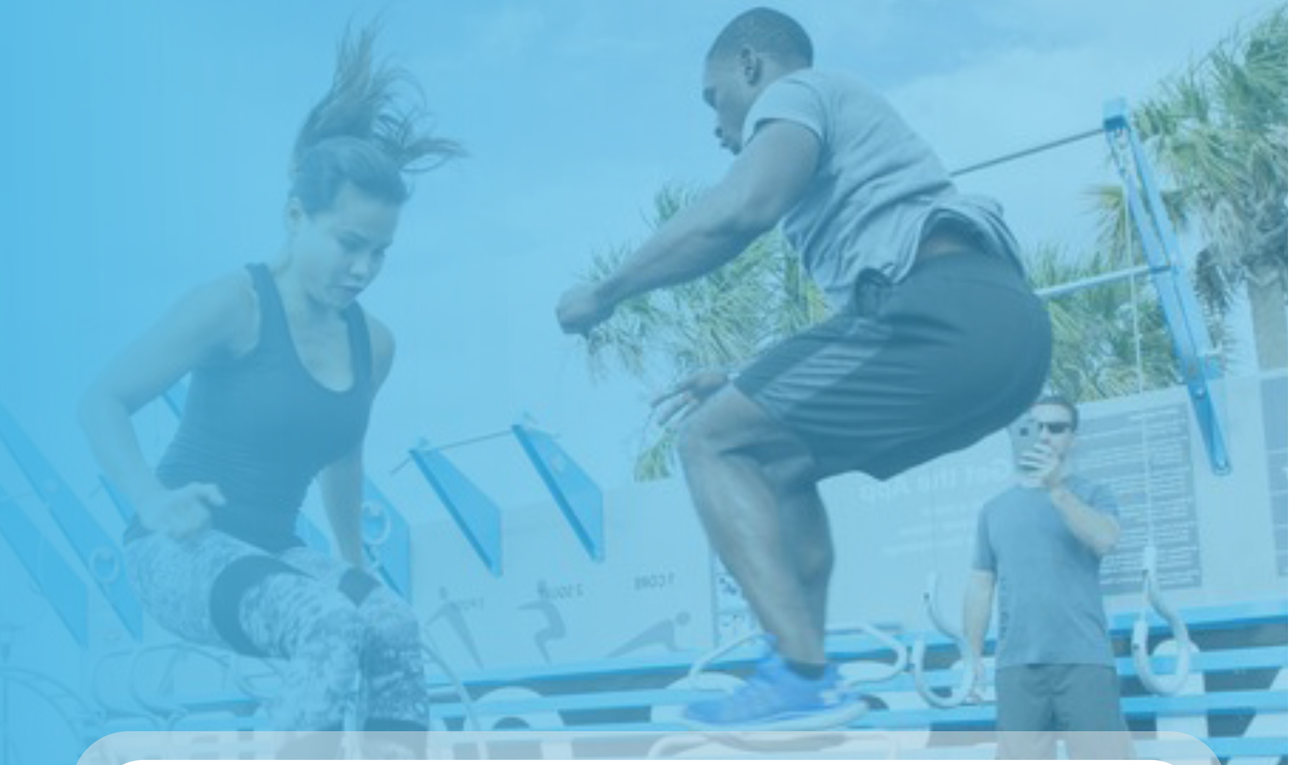
1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN
AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

2. HEALTH BENEFITS
MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

3. HEALTHY INFRASTRUCTURE
PLACES DESIGNED FOR PEOPLE NOT CARS

4. BUILDING COMMUNITY
CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN!

5. REDUCED HEALTHCARE COSTS
HEALTHIER, HAPPIER, PEOPLE



2024 TEXAS CAMPAIGN

PRESENTED BY

BlueCross BlueShield of Texas

EST. 1979 NATIONAL FITNESS CAMPAIGN FITNESS COURT

Approved State Fitness Court Design

Strategic Plan Adopted for Health Impact Across State

Limited funding for 20 communities in 2024

$1,000,000 in Funding Now Available for Qualified Site Partners

NFC Grant Requirements

Program Qualification

LEADERSHIP SUPPORT

STEP 1

SITE WITH IMPACT

STEP 2

FUNDING MATCH

STEP 3

QUALIFY FOR GRANT

STEP 4

JOIN THE CAMPAIGN

STEP 1

LEADERSHIP SUPPORT

BUILD CONSENSUS / CONFIRM FEASIBILITY
MUNICIPAL LEADER SUPPORT

SHARE 3 MINUTE VIDEO

STEP 2

SITES WITH IMPACT

IDENTIFY SITES THAT MEET CRITERIA FOR FUNDING

HEALTHY INFRASTRUCTURE PLANNING • VISIBLE • CONNECTED • ACCESSIBLE •

SUBMIT SITES FOR CONSIDERATION

STEP 3

FUNDING MATCH

NFC GUIDES FUNDING PLAN
CIP • STATE/NATIONAL • LOCAL SPONSORS

GRANT FUNDING AVAILABLE:
$30,000-$50,000 PER SITE

GRANT FUNDING TYPICALLY SUPPORTS ABOUT 1/3 OF FUNDING REQUIREMENT

PROGRAM FUNDING REQUIREMENT

$150,000-$225,000

PER SITE

STEP 4

QUALIFY FOR GRANT

A. PRE-APPLICATION PHASE
B. GRANT AWARD
C. BUILD/SITE PLAN
D. LAUNCH LOCAL CAMPAIGN

SUBMIT GRANT APPLICATION

JOIN US

LET'S BUILD HEALTHY COMMUNITIES
TOGETHER

NATIONAL FITNESS CAMPAIGN
FITNESS COURT

Discussion - Q&A

NEXT STEP

ATTEND PARTNERSHIP QUALIFICATION CALL IF APPROPRIATE

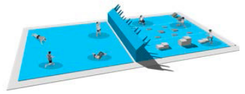
DISCUSSED AT NEXT STEP:

1. *FEASIBILITY & ALIGNMENT WITH LOCAL PRIORITIES*
2. *SITE ANALYSIS & LOCATION OPTIONS FOR FUNDING CONSIDERATION*
3. *FUNDING REQUIREMENT DETAILS AND GRANT PROGRAM & AVAILABILITY FOR YOUR STATE*
4. *NON-BINDING GRANT QUALIFICATION PROCESS*

STEP 3

2024 CAMPAIGN FUNDING REQUIREMENT

BlueCross BlueShield of Texas

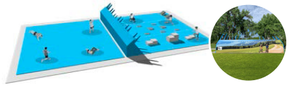


FITNESS COURT | STUDIO

NFC PROGRAM FUNDING

The Fitness Court® Studio and National Campaign Services	$ 195,000
NFC Grant Funding Award	**($30,000-$50,000)**

Fitness Court® Studio Art Options: *(note: powder-coating color and included art design dependent on state sponsor)*



Design Studio Standard Art
Included

Local Artist
$25,000

OPTIONAL

NFC PROGRAM TOTAL	**$ 145,000-165,000**

CONCRETE SLAB (FULL STUDIO DIMENSIONS 38X76)

Can be performed in-house or in-kind	*est.* $ 0-40,000

NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM

Turn Key Fitness Court Assembly Art & Graphic Installation Installation Partner *(separate agreement)*	$ 32,500 *With Prevailing Wage Rates: $34,500*
INSTALLATION & CONCRETE TOTAL ESTIMATE	**$ 32,500-72,500**

FITNESS COURT STUDIO & INSTALLATION TOTAL ESTIMATE AFTER $50,000 GRANT FUNDING **$ 217,500***

**Assumes concrete pad costs of $40,000 (national average) and includes Standard Art*

FITNESS COURT®

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services	$ 160,000
NFC Grant Funding Award	**($30,000-$50,000)**

Art & Custom Color Options

NFC Standard
Included

NFC Design Studio
$10,000

Local Artist
$25,000

Featured Artist
$35,000

OPTIONAL

NFC PROGRAM TOTAL	**$ 110,000-130,000**

CONCRETE SLAB

Can be performed in-house or in-kind	*est.* $ 0-20,000

NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM

Turn Key Fitness Court Assembly Art & Graphic Installation Installation Partner *(separate agreement)*	$ 25,000 *With Prevailing Wage Rates: $27,000*
INSTALLATION & CONCRETE TOTAL ESTIMATE	**$ 25,000-47,000**

FITNESS COURT & INSTALLATION TOTAL ESTIMATE AFTER $50,000 GRANT FUNDING **$ 155,000***

**Assumes concrete pad costs of $20,000 (national average) and includes Standard Art*

BIG SPRING
TEXAS

MEMORANDUM

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

CC: Todd Darden, City Manager

From: Andrew Hagen, City Attorney

Date: July 5, 2024

Subject: Interlocal agreement for Cyber liability coverage changes

BACKGROUND INFORMATION:

The City has cyber coverage with Texas Municipal League Intergovernmental Risk Pool (TMLIRP).

The City's contribution to TMLIRP for the current coverage was $350 in Fiscal Year 2023-2024.

TMLIRP has notified the City that TMLIRP's property and liability fund will no longer provide cyber coverage.

To continue cyber coverage with TMLIRP, a new interlocal agreement related to TMLIRP's new cyber fund will be needed.

The new interlocal agreement will include many changes to TMLIRP's cyber coverage policy.

FISCAL IMPACT:

Executing the interlocal agreement and continuing with the new Core+ for the next fiscal year will increase the City's contribution to TMLIRP for cyber coverage as of October 1.

The City's contribution in FY 2024-2025. for Core+ coverage would be $1,875.

ATTACHMENTS:

Interlocal agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS TO ENTER INTO THE CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT WITH TEXAS MUNICIPAL LEAGUE INTERGOVERNMENTAL RISK POOL; 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 in the public interest to proceed as follows;

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 City Council hereby approves the Cyber Liability and Data Breach Response Interlocal Agreement attached hereto with Texas Municipal League Intergovernmental Risk Pool

SECTION 3. City Council hereby delegates to City Manager the duty of selecting, in the discretion of the City Manager, a person to be the Fund Contact for this interlocal agreement.

SECTION 4. 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 5. This Resolution shall become effective immediately upon its adoption under law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **9th** day of **July, 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 **23rd** day of **July, 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

Texas Municipal League
Intergovernmental Risk Pool

1821 Rutherford Lane, First Floor • Austin, Texas 78754

CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.

   a. Board. Refers to the Board of Trustees of the Fund.

   b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.

   c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.

   d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.

   e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.

   f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."

   g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.

   h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.

   i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.

   j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.

2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.

3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.

5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

   This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

   The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

   It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

   If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.

8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.

9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.

10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.

11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.

12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.

13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.

14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

    The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.

17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

EMPLOYER MEMBERS' FUND CONTACT (See Section 10):

Member Name _____

Name of Contact _____ Title _____

Mailing Address _____ Email Address _____

Street Address (if different from above) _____

City _____ Zip _____ Phone _____

_____
SIGNATURE OF AUTHORIZED MEMBER OFFICIAL

_____ _____
Title Date

Member's Federal Tax I.D. Number ___ ___ - ___ ___ ___ ___ ___ ___ ___
This Information is MANDATORY

TO BE COMPLETED BY FUND: (OFFICE USE ONLY)

Effective Date of This Agreement _____

Member Name _____

Contract Number _____

_____
SIGNATURE OF AUTHORIZED FUND OFFICIAL

_____ _____
Title Date

Memorandum

Date: July 9, 2024

From: Sandy Smith, Finance Director

To: Mayor and City Council

Re: 2023-24 Budget Amendment

In October 2020, the City of Big Spring entered into an agreement with Dude Solutions for a software package that would handle online permitting and licensing. The code enforcement and permitting aspect of the software package has been implemented, but the licensing part of it has not been.

We need to amend our contract to include enough templates to implement the licenses.

The total cost to upgrade the software for licensing will be $10,470.62, and we will need to amend account 002-021-300-5411-000 by that amount.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING ORDINANCE NUMBER 049-2023 WHICH ADOPTED THE ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 BY INCREASING THE GENERAL FUND BUDGET FOR THE PURPOSE OF AMENDING THE SMARTGOV SOFTWARE PACKAGE TO IMPLEMENT ONLINE LICENSING; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

SECTION 1. The General Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby increased by the amount of $10,470.62 to account 002-021-300-5411-000 for the purpose of amending the SmartGov software package to include enough templates to implement online licensing. 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. 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. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 7. This ordinance shall be in full force and effective from and after its publication as required by law.

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

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

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, July 09, 2024

Subject: Moss Lake Operation Hours

Action Requested: Authorizing the City Manager to make changes to operation hours

Background Information: Moss Lake has received several complaints and inquiries about the condition of the facilities, and staff would like to address these without endangering visitors.

Staff recommendation: Staff are looking to adjust the hours of Moss Lake by only opening Friday through Sunday to make much needed improvements to the lake. Certain items will be easier to complete without having to worry about visitors' safety. A few examples are as follows:

1. The lake needs the bathrooms to be cleaned and repaired to return to working conditions.
2. The old living quarters need to be demolished and removed from the housing area.
3. The swimming area needs new buoys to properly mark where it is safe to swim
4. The roads need to be redone and resealed.

We are asking the council to authorize the city manager to have discretion to close the lake during weekdays, excluding holidays.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING THE BIG SPRING CITY CODE, CHAPTER 40, "PARKS, RECREATION, AND CULTURAL AFFAIRS," ARTICLE V, "MOSS CREEK LAKE," SECTION 40-151, "ADMISSION REGULATIONS," TO AUTHORIZE THE CITY MANAGER TO TEMPORARILY CLOSE MOSS CREEK LAKE AND THE SURROUNDING CITY-OWNED AREA WHEN NECESSARY FOR REASONS OF MAINTENANCE OR PUBLIC SAFETY; A PERSON WHO VIOLATES A TEMPORARY CLOSURE MAY BE SUBJECT TO THE CRIMINAL PENALTIES UNDER LAW FOR TRESPASSING; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; DECLARING AN EMERGENCY; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a municipality enjoying home rule in the State of Texas; and

WHEREAS, City Council is the governing body of the City of Big Spring under Section 1a, Article IV, in the Charter of the City of Big Spring; and

WHEREAS, the City maintains Moss Creek Lake as a public park outside of city limits, the use of it by members of the public being temporary only; and

WHEREAS, entrance to the area opens at 7:00 a.m. and closes at 10:00 p.m under ordinance, Section 40-151(d), Big Spring City Code; and

WHEREAS, Council has delegated the authority to adopt rules in writing not inconsistent with its ordinances under Section 40-151(e); and

WHEREAS, Maintenance issues at Moss Creek Lake necessitating temporary closure as soon as possible have arisen and may conceivably in the future arise again; and

WHEREAS, City Council finds that it is in the public interest to delegate to the City Manager the additional authority to temporarily close the park for reasons relating to maintenance, and, should the need arise, public safety; and

WHEREAS, Persons who violate the rules of the park, including the hours of admission and the times when it may be closed under this ordinance may be subject to the criminal penalties of the law for trespassing;

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

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

SECTION 2. Section 40-151, "Admissions regulations," Article V, "Moss Creek Lake," in Chapter 40, "Parks, Recreation, and Cultural Affairs," is hereby amended in part as follows:

Big Spring City Code
Chapter 40 - Parks, Recreation, and Cultural Affairs
Article V - Moss Creek Lake

Section 40-151. Admission regulations.

. . .

(d) *Hours of operation.* Entrance to the area surrounding the lake shall open at 7:00 a.m. and close at 10:00 p.m. . . .

(e) *Rules and regulations.* The City Manager shall have the discretion to adopt in writing, filed with the City Secretary, rules and regulations governing the lake or its surrounding area owned by the city which are not inconsistent with this article. This authority is delegated to the Public Works Director, except if the City Manager files a writing with the City Secretary rescinding or changing the delegation. Upon causing a sign notifying of the closure at the entrance of the park, the City Manager may temporarily close to the public all or part of Moss Creek Lake and the surrounding city-owned property located in the county for reasons of maintenance or public safety.

(f) Use of Moss Creek Lake is temporary only. . . .

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

SECTION 3. This Ordinance is ordered to be codified.

SECTION 4. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

SECTION 5. 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 6. It is hereby officially found and determined that the meeting at which this Ordinance was adopted is open to the public and that public notice of the time, place and purpose of said meeting was given as required by law.

SECTION 7. The maintenance issues identified herein constitute an emergency and an imperative public necessity that the Charter Rule requiring that ordinances be read at two separate meetings of the City Council be suspended, and said rule is hereby suspended.

SECTION 8. The City Secretary is hereby authorized and directed to cause the publication of this ordinance in accordance with law.

SECTION 9. This Ordinance shall be in full force and effective from and after its second publication as required by law.

SECTION 10. 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 as an emergency reading at a regular meeting of the City Council on the **9th** day of **July, 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