



CITY COUNCIL REGULAR AGENDA

Tuesday, August 13, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 13, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

- | | |
|--------------------------|-------|
| 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.

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| 5. Open Public Hearings | | Moore |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 507 NW 11TH,
BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT
4 BLOCK 38 BAUER – OWNER: JUAN CARLOS VIRONCHE
& CRISTINA VIRONCHE | 5-48 | Hagen |
| 7. Close Public Hearings | | Moore |

City Manager's Report

- | | | |
|---|--|--------|
| 8. City Manager's report on the following items: | | Darden |
| <ul style="list-style-type: none">• Large Item Pickup, District 2 - August 21st• Update - Community Center• Update - Abatements• School Starting - August 15th | | |

Consent Items

- | | | |
|---|-------|--------|
| 9. Approval of the City Council Minutes of the Regular Meeting
of July 23, 2024. | 49-55 | Davis |
| 10. Final Reading of an Ordinance Amending Ordinance Number
049-2023 Which Adopted the Annual Budget for the City of
Big Spring, Texas for the Fiscal Year Beginning October 1,
2023 and Ending September 30, 2024 by Amending the
Airpark Fund Budget for the Purpose of Providing Security
During the Replacement of the Doors for the Hangar 25
Museum; Providing for Severability; Providing for Publication;
and Providing an Effective Date | 56-57 | Feeley |
| 11. Final Reading of a Resolution Authorizing the Authorized
Organization Representative to Accept the Award of the
Grant Programs Directorate's Fiscal Year (FY) 2023
Assistance to Firefighters Grant to the Big Spring Fire
Department; 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 | 58-59 | Holt |

Establishing an Effective Date.

Other Business

- | | | |
|--|-------|--------|
| 12. Final Reading of a Resolution Requesting Financial Assistance from the Texas Water Development Board; Authorizing the Filing of an Application for Assistance; Making Certain Findings in Connection Herewith; 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. | 60-70 | Bowles |
|--|-------|--------|

Vouchers

- | | | | |
|---------------------------|----|--------------|---------|
| 13. Vouchers for 07/21/24 | \$ | 885,010.90 | Ornelas |
| Vouchers for 07/26/24 | \$ | 351,004.16 | |
| Drafts | \$ | 258,476.00 | |
| 14. Vouchers for 08/01/24 | \$ | 381,882.99 | Yanez |
| Vouchers for 08/08/24 | \$ | 1,209,678.53 | |

New Business

- | | | |
|---|-------|--------|
| 15. Consideration and Possible Action to Accept a Donation from the Chamber of Commerce Leadership Group #41 for the Installation of an Irrigation System at Jefferson Park | 71-75 | Medina |
| 16. Consideration and Possible Action on an Interlocal Agreement Between the County Of Howard and the City of Big Spring Regarding the Maintenance of the Radio Communication Systems Serving Local Emergency Services and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 76-80 | Darden |
| 17. First Reading of a Resolution to Enter into the Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool; Delegating Authority to Select the Fund Contact; 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 | 81-87 | Hagen |

Council Input

- | | | |
|-----------|--|-------|
| 18. Input | | Moore |
|-----------|--|-------|

19. Adjourn

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, August 9, 2024 at 3:45 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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


Tami L. Davis, City Secretary

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

507 NW 11TH

Code Compliance Official: Ashley Guerra

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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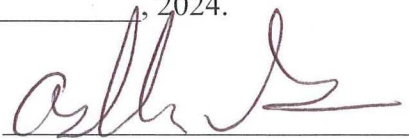
**AFFIDAVIT OF ASHLEY GUERRA
CONCERNING 507 NW 11TH**

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:

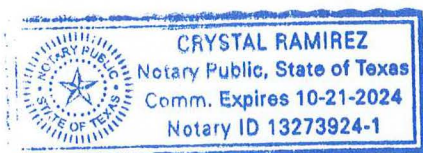
“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **507 NW 11TH**, 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.”

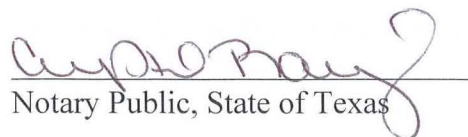
SIGNED on the 7 day of August, 2024.



AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of August, 2024 by the above referenced Affiant.





Notary Public, State of Texas

Exhibit A-2

Property Details

Account		
Property ID:	277216	Geographic ID: B2280034700
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	507 NW 11TH	
Map ID:		Mapsco:
Legal Description:	LT 4 BK 38 BAUER 50X140 224 BLK/TRACT 38 0.161 ACRES ACQ 03302021	
Abstract/Subdivision:		
Neighborhood:	BAUR	
Owner ?		
Owner ID:	436175	
Name:	VIRONCHE JUAN CARLOS VIRONCHE CRISTINA	
Agent:		
Mailing Address:	507 N.W. 11TH ST. BIG SPRING, TX 79720	
% Ownership:	100.00%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$35,326 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$1,753 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$37,079 (=)

Agricultural Value Loss: ?	\$0 (-)
Appraised Value:	\$37,079 (=)
Homestead Cap Loss: ?	\$0 (-)
Assessed Value:	\$37,079
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: VIRONCHE JUAN CARLOS VIRONCHE CRISTINA %Ownership: 100.00%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$37,079	\$37,079	\$88.59	
02B	CITY OF BIG SPRING	0.673163	\$37,079	\$37,079	\$249.60	
03B	BIG SPRING ISD	0.930900	\$37,079	\$37,079	\$345.17	
052	HOWARD COLLEGE	0.168395	\$37,079	\$37,079	\$62.44	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$745.80

Estimated Taxes Without Exemptions: \$745.80

STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
507 NW 11TH 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.

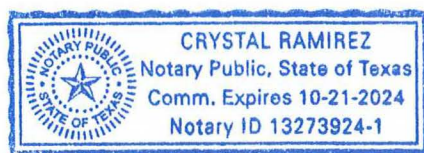
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 7 day of August, 2024.

Asley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of August, 2024

by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Report Run On: Wednesday, 10 July
2024 15:05

Case # 24-00000973

Parcel # : 277216

Site Address: 507 NW 11TH

Case Description: SUBSTANDARD BACK STRUCTURE

Note Type	Note Code	Text	Created By	Begin Date	End Date
SITE VISIT		WENT BACK FOR A REINSPECT ON 7-10-24 NO PROGRESS HAS BEEN MADE GOING TO PREPAIR TO SEND TO LEGAL	Ashley Guerra	07/10/24	
CORRECTIVE ACTION		THERE IS A SUBSTANDARD STRUCTURE IN BACK OF YOUR PROPERTY THAT NEEDS TO BE BROUGHT DOWN OR BROUGHT UP TO CODE DEADLINE FOR COMPLIANCE (7) SEVEN DAYS FROM THE DATE OF MAILING	Ashley Guerra	06/20/24	
SITE VISIT		ON 6-20-24 WAS IN THE AREA NOTICE A SUBSTANDARD STRUCTURE IN BACK YARD NOT MAIN STRUCTURE .	Ashley Guerra	06/20/24	
GENERAL		SENT OUT NOTICE OF VIOLATION ON 6-20- 24	Ashley Guerra	06/20/24	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On July 10, 2024 and July 20, 2024, I inspected the property described as:

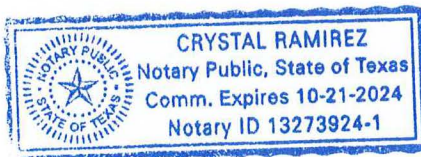
Lot 4, Block 38, Bauer Subdivision, Big Spring, Howard County, Texas, also known as **507 NW 11TH**, Big Spring, Texas.

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

SIGNED on the 7 day of August, 2024

Ashley Guerra
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of August, 2024 by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-4

24-00000973



July 10, 2024 1:52 PM

24-00000973



July 10, 2024 1:52 PM

24-00000 973

July 10, 2024 1:53 PM

24-00000973



July 10, 2024 1:53 PM



24-00000973

July 10, 2024 1:53 PM



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July 10, 2024 1:53 PM

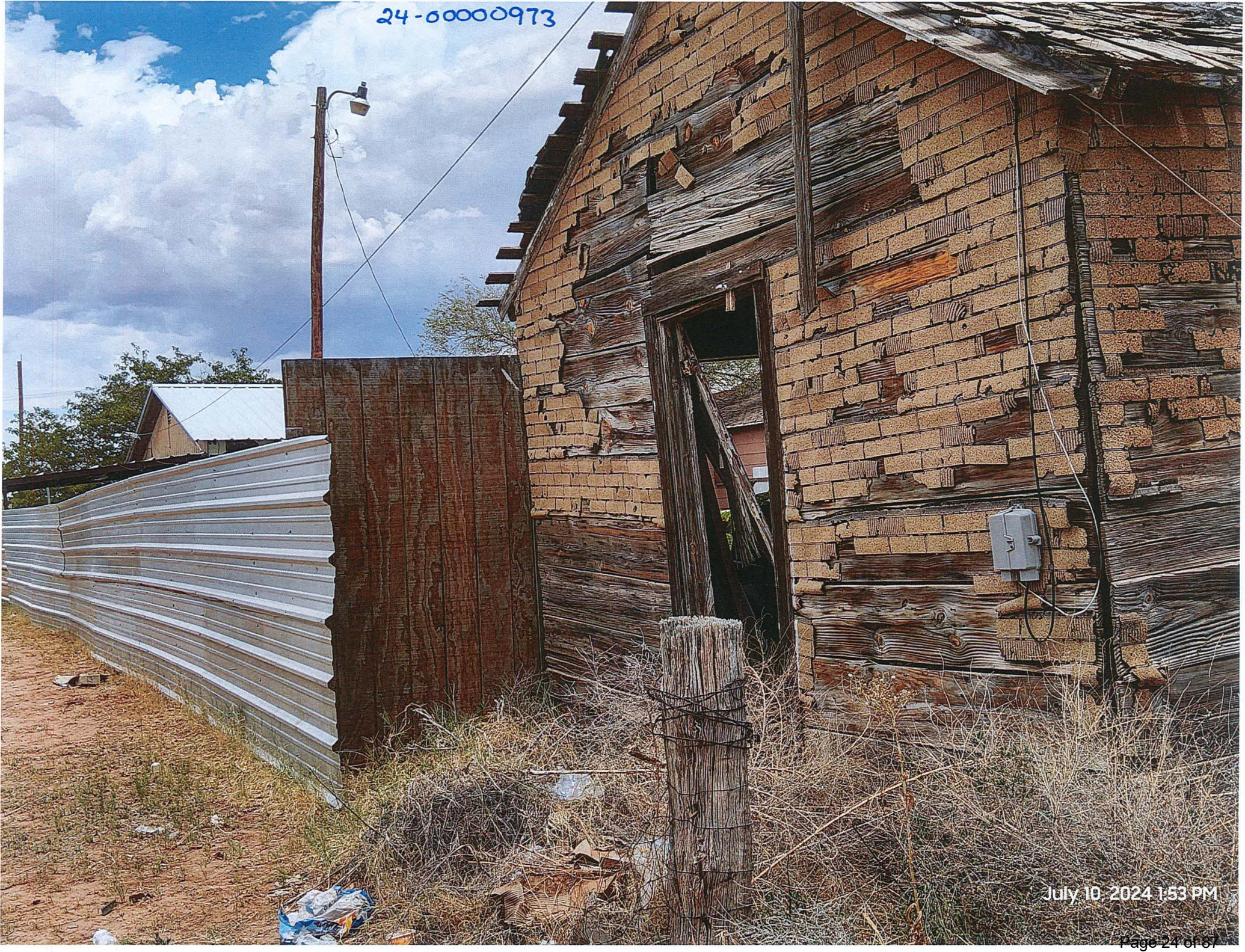
24-000 00973



July 10, 2024 1:53 PM

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24-60000973



July 10, 2024 1:53 PM



24-0000973

July 10, 2024 1:54 PM

24-00000973



July 10, 2024 1:54 PM



June 20, 2024 9:52 AM

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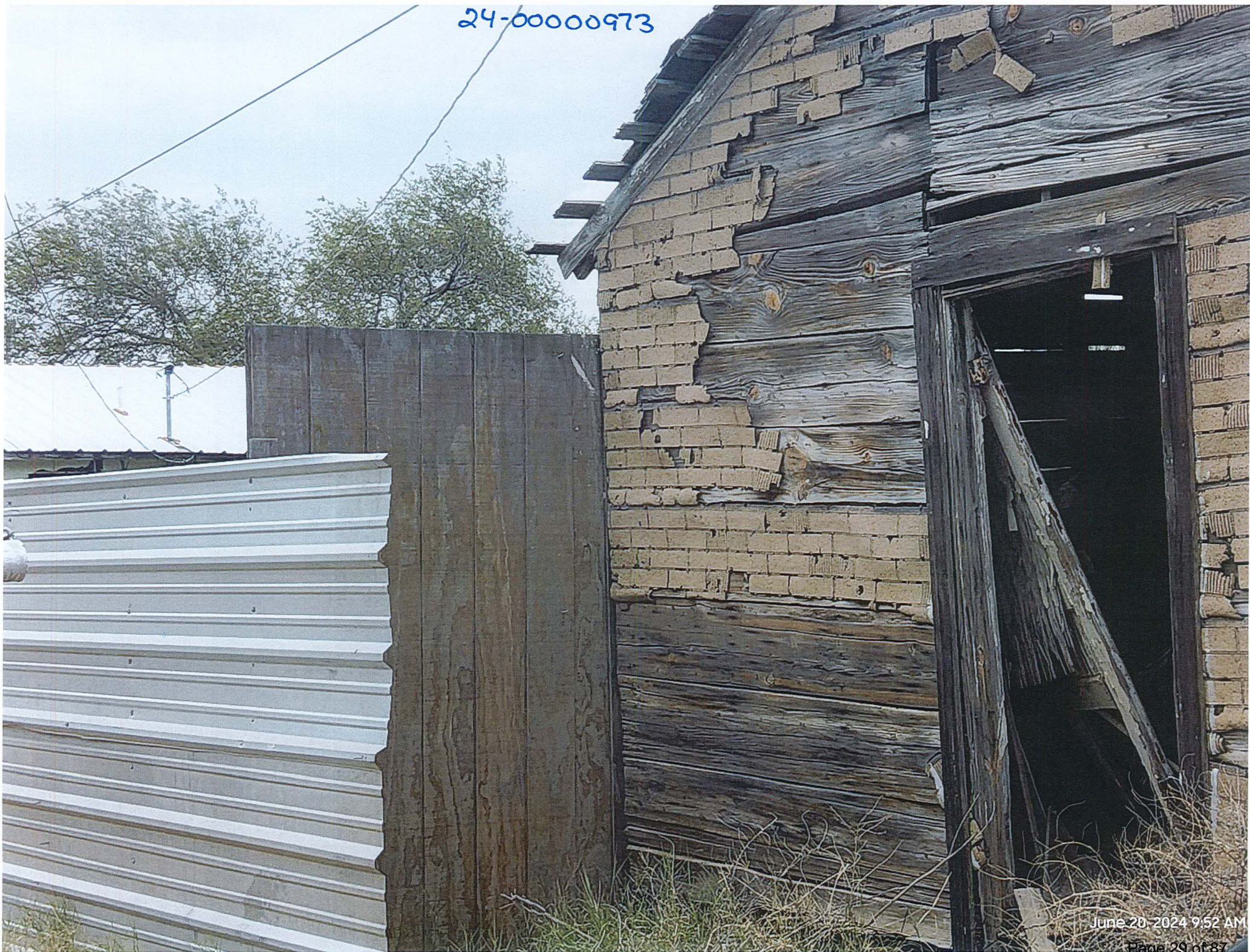
24-00000973



June 20, 2024 9:52 AM

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June 20, 2024 9:52 AM

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June 20, 2024 9:52 AM

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June 20, 2024 9:53 AM

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STATE OF TEXAS

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COUNTY OF HOWARD

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CERTIFICATION
NOTICE SENT BY ASHLEY GUERRA

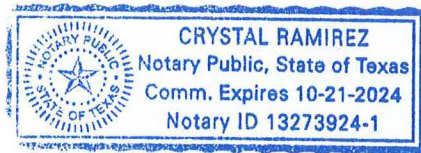
“The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 7 day of August, 2024.

Ashley G
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of August, 2024
by the above referenced Affiant.



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: 507 NW 11TH BIG SPRING, TX 00000

Legal Description: LT 4 BK 38 BAUER 50X140 224 BLK/TRACT 38 0.161 ACRES ACQ 03302021

Date 07/10/2024

Case No: 24-00000973

VIRONCHE JUAN CARLOS
VIRONCHE CRISTINA
507 N.W. 11TH ST.
BIG SPRING, TX 79720

Dear VIRONCHE JUAN CARLOS VIRONCHE CRISTINA

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: 507 NW 11TH BIG SPRING, TX 00000

Legal Description: LT 4 BK 38 BAUER 50X140 224 BLK/TRACT 38 0.161 ACRES ACQ 03302021

304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight. 5. Reserved. 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and is incapable 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:

THERE IS A SUBSTANDARD STRUCTURE IN BACK OF YOUR PROPERTY THAT NEEDS TO BE BROUGHT DOWN OR BROUGHT UP TO CODE

DEADLINE FOR COMPLIANCE (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



Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

August 1, 2024

Juan Carlos Vironche & Cristina Vironche
507 NW 11th St.
Big Spring, Texas 79720

Re: 507 NW 11TH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LT 4 BK 38 BAUER 50X140 224 BLK/TRACT 38 0.161
ACRES ACQ 03302021, Howard County**

Big Spring Code Compliance has determined that at the following structure(s): REAR SECONDARY STRUCTURE IN BACKYARD, 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: - Any door, aisle, passageway, stairway, exit or other means of egress that does not conform to the approved building or fire code of the jurisdiction as related to the requirements for existing buildings. - Any building, structure, or portion thereof that is dangerous. - The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. - The building or structure is neglected, damaged,	The structure lacks doors and windows and has weather damage. There are large cracks in the building, making the structure dangerous as well as unsafe for its use and occupancy. The building is neglected, damaged, dilapidated and unsecured so as to constitute an attractive nuisance. Hazardous condition.

dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 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.	Weather damage appears to have affected the building's load-carrying capacity and deteriorated the structural members of the building. The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

DEMOLISH AND REMOVE

of REAR SECONDARY STRUCTURE IN BACKYARD.

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

Issued by

<u>Ashley Guerra</u>	<u>Code Compliance Official</u>
<i>Name</i>	<i>Title</i>
<u>+1 (432) 264-2505</u>	<u>aguerra@mybigspring.com</u>
<i>Phone</i>	<i>E-mail</i>

The City's goal is voluntary compliance.

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

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

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

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

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

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

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

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

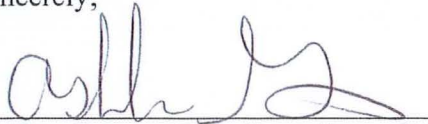
NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of the property, or a company that manages the property on behalf of the owner, you may be personally liable for criminal or civil penalties resulting from the violation under Section 250.003, Texas Local Government Code, unless,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

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

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

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

Sincerely,

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

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

9589 0710 5270 2177 3301 61

U.S. Postal Service TM CERTIFIED MAIL [®] RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com [®] .	
OFFICIAL USE	
Certified Mail Fee \$	8/1/2024 Postmark Here 507 NW 11TH ST. Final Notice
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy) \$	
☐ Return Receipt (electronic) \$	
☐ Certified Mail Restricted Delivery \$	
☐ Adult Signature Required \$	
☐ Adult Signature Restricted Delivery \$	
Postage \$	
Total Postage and Fees \$	
Sent To <u>Juan Carlos Vironche and Cristina Vironche</u>	
Street and Apt. No., or PO Box No. <u>507 NW 11th Street</u>	
City, State, ZIP+4 [®] <u>Big Spring, Texas 79720</u>	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

USPS Tracking[®]

FAQs >

Tracking Number:

Remove X

9589071052702177330161

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

Latest Update

Your item was delivered to an individual at the address at 12:26 pm on August 8, 2024 in BIG SPRING, TX 79720.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Left with Individual

BIG SPRING, TX 79720

August 8, 2024, 12:26 pm

See All Tracking History

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

Text & Email Updates



USPS Tracking Plus[®]



Product Information



See Less ^

Feedback

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

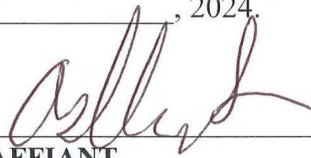
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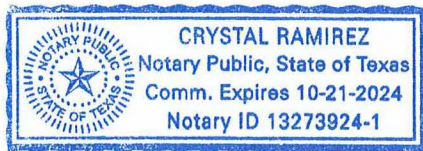
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for August 13, 2024, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on July 31, 2024.”

SIGNED on the 7 day of August, 2024.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of August, 2024
by the above referenced Affiant.



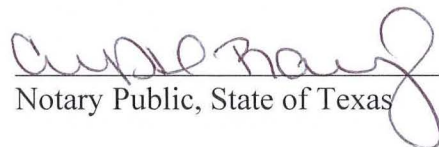

Notary Public, State of Texas

Exhibit A-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **AUGUST 13TH, 2024, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4TH ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

507 NW 11TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 4 BK 38 BAUER 50X140 224 BLK/TRACT 38 0.161 ACRES ACQ 03302021 – OWNER: JUAN CARLOS VIRONCHE & CRISTINA VIRONCHE

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



July 31, 2024 10:11 AM

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

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

COUNCIL MEMBER HOMER WILKERSON
MAYOR PRO TEM TROY TOMPKINS
COUNCIL MEMBER CODY HUGHES
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
HAYLEY LEWIS	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

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

Invocation

Rev. Allen Cross, First Presbyterian Church, gave the invocation.

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

Mayor Moore led the pledge of allegiance to the United States Flag and to the Texas State Flag.

Public Comment

Public Comment

One citizen thanked the staff for working on the Sports Complex and at Moss Creek Lake and one citizen complimented the Airpark staff for doing good things at the airpark.

Announcements, Presentations and Public Hearings

Open Public Hearings

MOTION WAS MADE BY Mayor Moore to open the below listed public hearing, seconded by Mayor Pro Tem Tompkins.

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

NAYS: None 0

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 622 RIDGELEA, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LT 5 BK 2 RIDGELEA TERRACE 60X118 461 ACQ 072700 BLK/TRACT 2 0.158 ACRES – OWNER: ESTATE OF THE LATE ANGELA FISHER OLIVER

MOTION WAS MADE BY Council Member Ornelas to abate the above captioned property (622 Ridgelea) in 90 days, seconded by Mayor Pro Tem Tompkins.

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

NAYS: None 0

MOTION PASSED

Close Public Hearings

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

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

NAYS: None 0

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 1
- Update - Seal Coat
- Russ McEwen Aquatic Center - Last Day, August 3rd
- Budget Work Sessions - August 13th - 16th

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 1 picked up 27 tons; Staff handed out a map for seal coat starting next week; The last day for the Russ McEwen Aquatic Center to be open to the public will be August 3rd; Budget Work Sessions will begin right after the next scheduled Council Meeting on August 13th; and also announced that Hayley Lewis, Community Services Director, turned in her resignation

Consent Items

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

Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of June 18, 2024

Final Reading of an Ordinance Amending Ordinance Number 049-2023 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024 by Increasing the General Fund Budget for the Purpose of Amending the SmartGov Software Package to Implement Online Licensing; Providing for Severability; Providing for Publication ; and Providing an Effective Date

Final Reading of an Ordinance 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; Providing for Publication; and Establishing an Effective Date

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

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

MOTION PASSED

Vouchers

Vouchers for 07/05/24 \$ 1,190,939.02
Vouchers for 07/12/24 \$ 35,811.88

Council Member Ornelas reviewed the above captioned vouchers.

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

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

MOTION PASSED

Bids

Consideration and Possible Action on Awarding a Bid for Security Services Associated with the Hangar 25 Door Replacement Project and Authorizing the City Manager or his Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Ranger Guard in the amount of \$46,020.00, seconded by Council Member Yanez.

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

MOTION PASSED

New Business

Acknowledge Receipt of the Quarterly Financial Report and of the Investment Report for the Quarter Ending June 30, 2024

City Council acknowledged receipt of the above captioned reports given by Sandy Smith, Finance Director.

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 Amending the Airpark Fund Budget for the Purpose of Providing Security During the Replacement of the Doors for

the Hangar 25 Museum; Providing for Severability; Providing for Publication; and Providing an Effective Date

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno
NAYS: None 0**

MOTION PASSED

First Reading of a Resolution Requesting Financial Assistance from the Texas Water Development Board; Authorizing the Filing of an Application for Assistance; Making Certain Findings in Connection Herewith; 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.

After a brief discussion with the staff,

MOTION WAS MADE BY Mayor Moore to amend the above captioned resolution by increasing the amount from \$450,000 to \$600,000, seconded by Council Member Nick Ornelas.

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno
NAYS: None 0**

MOTION PASSED

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Yanez, 7
Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem
Tompkins, Council Member Moreno
NAYS: None 0**

MOTION PASSED

First Reading of a Resolution Authorizing the Authorized Organization Representative to Accept the Award of the Grant Programs Directorate's Fiscal Year (FY) 2023 Assistance to Firefighters Grant to the Big Spring Fire Department; 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 Hughes to approve the above captioned resolution, seconded by Council Member Ornelas.

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

MOTION PASSED

Consideration and Possible Action to Authorize the City Manager to Execute Three (3) Estoppel and Recognition Agreements each among the City of Big Spring (Landlord), Municipal Corrections Finance, L.P. (Tenant), Citizens Bank, N.A. (Administrative Agent), and Ankura Trust Company, LLC (Collateral Agent) Relating to Certain Leased Premises and Property at Cedar Hill, the Airpark, and Flightline, within the City of Big Spring, Howard County, Texas.

MOTION WAS MADE BY Mayor Moore to approve the above captioned agreements, seconded by Mayor Pro Tem Tompkins.

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

MOTION PASSED

Consideration and Possible Action to Consider a Revised Online Code Solution & Supplementation Proposal from American Legal Publishing, and Authorizing the City Manager or His Designee to Negotiate and Execute any Necessary Documents.

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

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes, Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno 6
NAYS: Council Member Ornelas 1

MOTION PASSED

Council Input

Input

There was no Council input at this time.

Executive Session

Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meeting Act, Section 551.089, Texas Government Code, "Deliberation Regarding Security Devices or Security Audits; Closed Meeting" to Deliberate:

- (1)** security assessments or deployments relating to information resources technology;
- (2)** network security information as described by Section 2059.055(b); or
- (3)** the deployment, or specific occasions for implementation, of security personnel,

critical infrastructure, or security devices.

MOTION WAS MADE BY Mayor Moore to adjourn into the above captioned executive session at 6:40 p.m., seconded by Council Member Hughes.

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

**NAYS: None 0
MOTION**

Reconvene into Open Session and Take any Necessary Action Regarding the Executive Sessions

Mayor Moore reconvened into open session at 6:50 p.m. No action was taken.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:51 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

ORDINANCE NO. _____

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

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

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

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

SECTION 1. The Airpark Fund Budget of the Annual Budget for the City of Big Spring, Texas for the Fiscal Year beginning October 1, 2023 and ending September 30, 2024 is hereby amended by the amount of \$46,020 to account 410-021-610-5521-000 Special Services and decreasing account 410-021-610-5311-000 Maintenance of Buildings, for the purpose of providing security services during the removal of the doors at the Hangar 25 Museum.

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

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

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

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

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 23rd 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 13th day of August, 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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AUTHORIZING THE AUTHORIZED ORGANIZATION REPRESENTATIVE TO ACCEPT THE AWARD OF THE GRANT PROGRAMS DIRECTORATE'S FISCAL YEAR (FY) 2023 ASSISTANCE TO FIREFIGHTERS GRANT TO THE BIG SPRING FIRE DEPARTMENT; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Big Spring Fire Department submitted an application (Application Number: EMW-2023-FG-01666) for the Grant Programs Directorate's Fiscal Year (FY) 2023 Assistance to Firefighters Grant;

WHEREAS, City Council finds it advisable 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 authorizes the Authorized Organization Representative to accept the award of the Grant Programs Directorate's Fiscal Year (FY) 2023 Assistance to Firefighters Grant.

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

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

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

SECTION 6. This Resolution shall become effective upon its passage of the second reading.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** 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 **13th** day of **August, 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

**AMENDMENT
TO
RESOLUTION REQUESTING FINANCIAL ASSISTANCE
FROM THE TEXAS WATER DEVELOPMENT BOARD**

Amend Section 2 of the Resolution to read:

Section 2. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$3,800,000 to provide for the costs of Lead Service Line Inventory.

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; MAKING CERTAIN FINDINGS IN CONNECTION HERewith; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

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

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. That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$600,000 to provide for the costs of Lead Service Line Inventory.

SECTION 3. That the City Manager, Todd Darden, be and is hereby designated the authorized representative of the City of Big Spring for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 4. That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation of such application and appear on behalf of and represent the City of Big Spring before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor:	<u>SAMCO Capital Markets, Inc.</u>
	<u>Duane Westerman</u>

Engineer:	<u>Jacob & Martin, LLC</u>
	<u>Kirt Harle, P. E.</u>

Bond Counsel:	<u>McCall, Parkhurst & Horton, LLP</u>
	<u>Chris Settle</u>

SECTION 5. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 6. Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 7. 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 8. This Resolution shall become effective immediately.

SECTION 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **23rd** 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 **13th** day of **August, 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



FACT SHEET FOR DEVELOPING AND MAINTAINING A SERVICE LINE INVENTORY

There is no safe level of lead exposure. EPA will continue to strengthen actions to protect communities from lead in drinking water. This guidance alongside regulatory improvements, infrastructure investments like the \$15 billion provided by the Bipartisan Infrastructure Law for identifying and replacing lead service lines (LSLs), and other actions, are significant steps towards replacing 100% of LSLs across the country.

Service line inventories are the foundation from which water systems can take action to address LSLs. Establishing an inventory of service line materials and identifying the location of LSLs are key steps in getting them replaced. A comprehensive and accurate inventory allows you to publicly track progress on LSL identification and replacement, engaging the community and enhancing transparency. In addition, a comprehensive and accurate inventory can help all systems by supporting asset management programs and customer communications.

WHO CAN BENEFIT FROM THIS FACT SHEET

All community water systems (CWSs) and non-transient non-community water systems (NTNCWSs) must submit an initial inventory to their state or primacy agency by **October 16, 2024**. If you are a CWS or NTNCWS, this fact sheet can help you understand your requirements and prepare your inventory.

WHAT INFORMATION DOES IT CONTAIN?

This fact sheet provides an overview of EPA's requirements for developing an initial inventory. It also contains a summary of EPA recommendations. For more details, refer to the full guidance for developing and maintaining a service line inventory, available online here: <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>

HOW IS THIS FACT SHEET ORGANIZED?



SECTION 1

Required inventory elements and definitions



SECTION 2

Inventory planning



SECTION 3

Records review



SECTION 4

Service line investigations



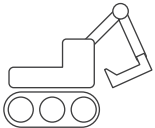
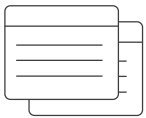
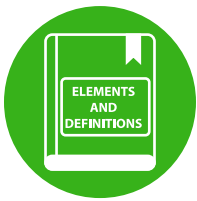
SECTION 5

Sharing inventory information with the public



SECTION 6

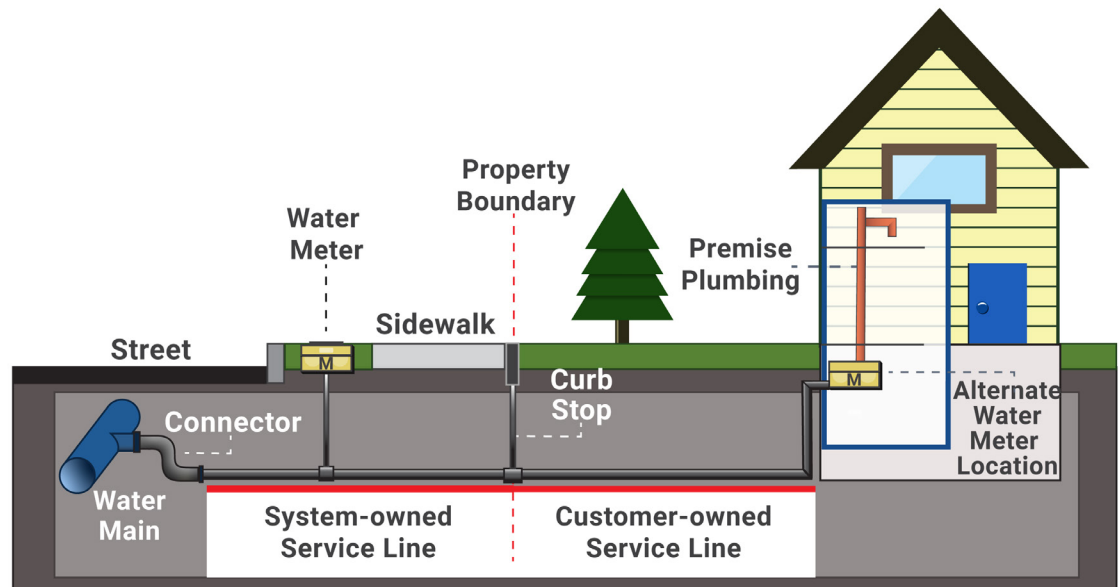
Information for systems with only non-lead service lines



SECTION 1

REQUIRED INVENTORY ELEMENTS AND DEFINITIONS

Your inventory **must** include all service lines, regardless of the actual or intended use. You must classify the system- and customer-owned portions separately where ownership is split (see example pictured).



You must classify service lines using one of the four definitions below.

Lead: A portion of the pipe that is made of lead, which connects the water main to the building inlet.

Galvanized Requiring Replacement (GRR): A galvanized service line that is or ever was downstream of an LSL or is currently downstream of an unknown service line.

Non-Lead: The service line is determined not to be lead or GRR through an evidence-based record, method, or technique.

Unknown: The service line material is not known to be a lead, GRR, or non-lead, such as where there is no documented evidence supporting material classification.

EPA recommends you track additional information in your inventory, such as pipe diameter and installation date, source of material information, actual material of non-lead lines, and other lead sources (*e.g.*, lead goosenecks and solder).

SECTION 2

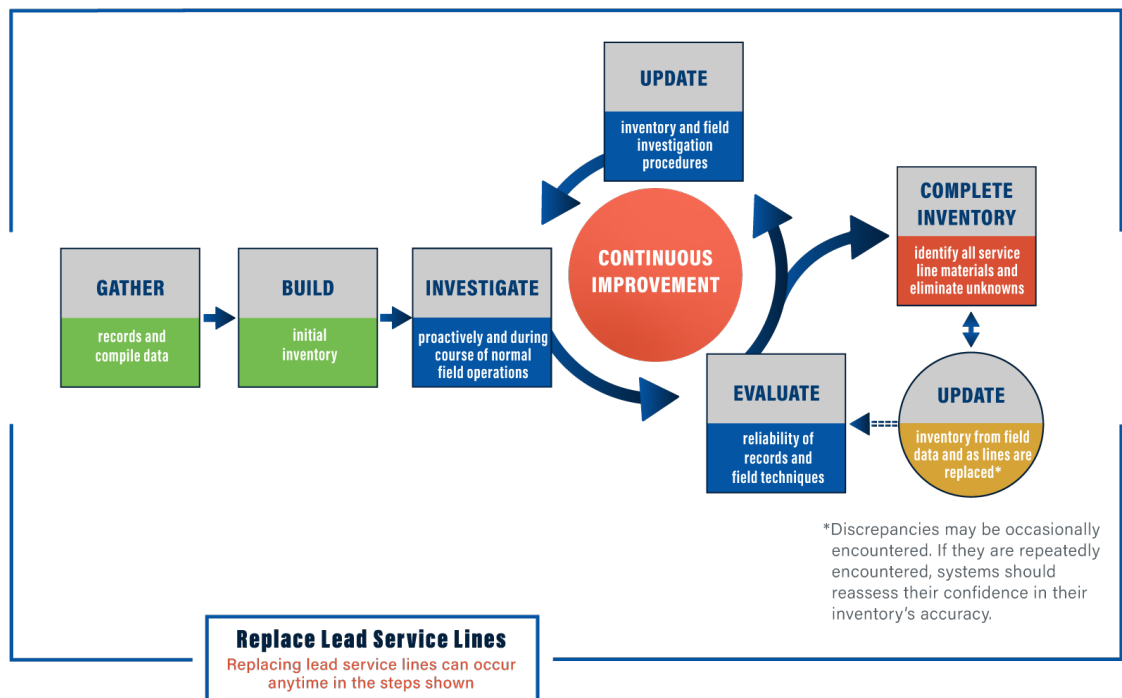
INVENTORY PLANNING

EPA recommends you begin your inventory development process with the following steps:

- Identify staff and resources.
- Select an inventory format.
- Develop procedures for collecting service line information.
- Develop partnerships.

EPA developed a spreadsheet template that you can use and/or customize for your inventory, available online here <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>. You should choose an inventory format that is easily updated and conforms with any state or primacy agency requirements.

EPA recommends considering the inventory a **living data set** that is continuously improved over time as materials are investigated and LSLs are replaced. See the figure below for a schematic of the inventory lifecycle. As shown, EPA recommends systems to begin lead service line replacement (LSLR) as soon as possible, regardless of the state of inventory development.



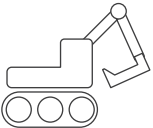
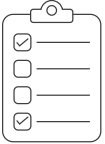
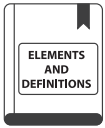
SECTION 3

RECORDS REVIEW

You **must** review the following to prepare your initial inventory:

- Previous materials evaluation. Specifically, you must review the materials evaluation you performed to identify lead and galvanized iron or steel under the original Lead and Copper Rule.
- All construction and plumbing codes, permits, and existing records or other documentation that indicates the service line materials used to connect structures to the distribution system.
- All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation records, historical capital improvement or master plans, and standard operating procedures.
- All inspections and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system.
- Any resource, information, or investigation method provided by or required by the state or primacy agency to develop your initial inventory.

Records reviewed previously need not be reviewed again.



73481 645 E. Main St.

SERVICE RECORD

LOT NO. 230

DATE SOLD 7-15-41

SIZE OF MAIN 6 18 ft E of E L.L. of 18th St

SIZE OF STOP 3/4

SIZE OF FEEDER 3/4 11 ft N of S L.L. of Main St

SIZE OF SILEN 3/4

LENGTH OF PIPE 22 ft Lead

RE-INSUR

LOCATION OF METER North Wall

NAME NUMBER SIZE DATE SET REMARKS

Joe. Brown 5/8 9/12/10 REM - 1-3-12

Reck 2224 5/8 11-3-72

3844 101 East 1st Ave

114 ft 26 of - L.L. of Summit St.

12 ft N of S L.L. of 1st Ave.

Remarks

Main Size 6" Stop Size 3/4 Pipe Length 26 Kind Lead

Date Renewed 9/14/14 Reissued

LSIs identified

Excerpt from Exhibit 4-4 of the full inventory guidance

SECTION 4

SERVICE LINE INVESTIGATIONS

You can use investigative methods to classify service line materials as long as the methods are approved by the state or primacy agency. These methods could also be used to verify water system records. Investigative methods described in the full guidance include visual inspection by the customer and/or system personnel, water quality sampling, excavation, and predictive modeling.

The full guidance provides information on each method and possible approaches for prioritizing investigations, such as:

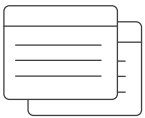
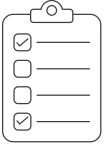
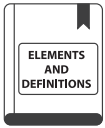
- Consider vulnerable or environmental justice populations.
- Target areas with the most unknowns.
- Target service lines that are most likely lead, especially in tandem with LSLR.
- Target areas where LSLR is occurring.



PROTECT YOUR TAP
a quick check for lead

EPA developed the Protect Your Tap online step-by-step guide to help customers identify LSLs in their home, available online.

<https://www.epa.gov/ground-water-and-drinking-water/protect-your-tap-quick-check-lead-0>



Excerpt from page 5-13 of the full inventory guidance

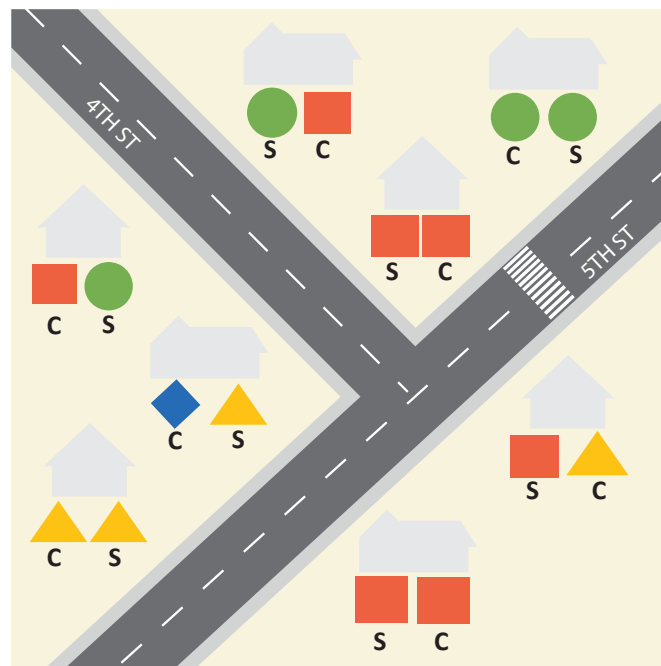
SECTION 5

SHARING INVENTORY INFORMATION WITH THE PUBLIC

At a minimum, you **must** make publicly available a location identifier (e.g., street address, intersection, or landmark) for each LSL and GRR service line. EPA recommends that you:

- Provide a location identifier for every service line.
- Consider using a street address as the location identifier.
- Include information on steps that consumers served by LSLs can take to reduce exposure to lead.

If you serve more than 50,000 people, you must provide your inventory online. Many water systems have developed simple or web-based maps to present their service line inventory, share information with the public, and inform their LSLR program.



LEGEND

C = Customer-owned

S = System-owned

Lead

Non-Lead

GRR

Unknown

If you have lead, GRR, or unknown services lines, you must provide notification to persons served by these lines within 30 days after completing the initial inventory. If you are a CWS, you must also include instructions on how to access the inventory in your Consumer Confidence Report.

SECTION 6

INFORMATION FOR SYSTEMS WITH ONLY NON-LEAD SERVICE LINES

This section is for systems that can demonstrate through evidence-based records, methods, or techniques that all service lines are non-lead, including both the system- and customer-owned portions.

Examples of Non-Lead Materials



Plastic



Copper



Galvanized pipe*

*Only if the galvanized pipe was determined to have never been downstream of an LSL

DO I STILL NEED TO SUBMIT MY INITIAL INVENTORY IF ALL SERVICE LINES ARE NON-LEAD?

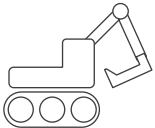
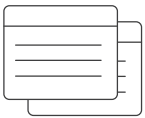
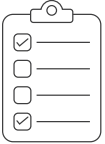
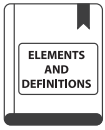
Yes, all CWSs and NTNCWSs must submit an initial inventory to their state or primacy agency by **October 16, 2024**.

WHAT ARE MY REQUIREMENTS FOR DEVELOPING THE INITIAL INVENTORY?

The requirements for developing an initial inventory are the same for systems with all non-lead service lines as they are for those with LSLs, GRRs, and/or unknowns. Under the LCRR, you must review previous materials evaluation, construction and plumbing codes/records, water system records, distribution system inspections and records, and state or primacy agency specified information.

SECTION 6

INFORMATION FOR SYSTEMS WITH ONLY NON-LEAD SERVICE LINES (CONTD.)



DO I NEED TO MAKE MY INVENTORY PUBLICLY AVAILABLE?

You have the option of (1) making the inventory publicly available, or (2) providing a written statement that your system has no LSLs, GRRs, or lead status unknown service lines, and a general description of methods used to make the determination.

WHAT IF I DISCOVER AN LSL OR GRR AFTER I SUBMIT MY INITIAL INVENTORY?

Even when all service lines have been classified as non-lead, EPA recognizes that a lead or GRR service line may subsequently be found. If this happens, you must:

- Notify your state within 30 days, and
- Prepare an updated inventory on a schedule established by your state.

Although not required, EPA recommends that you replace the lead or GRR service line as soon as possible and investigate when it was installed and who installed it. You should consider whether or not the discovery was an isolated event or a potential indicator of additional lead or GRR service lines in your system. If the latter, EPA recommends that you work with your state or primacy agency to determine which service lines should be reclassified as unknown and develop a plan for field investigations.

ADDITIONAL RESOURCES

For a copy of the full guidance, spreadsheet template, other fact sheets, and a link to EPA's inventory webinar, visit <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>

Looking for ways to fund the development of your inventory? See EPA's LSLR funding page at <https://www.epa.gov/ground-water-and-drinking-water/funding-lead-service-line-replacement>





INTEROFFICE MEMORANDUM

Date: February 23, 2024
To: Mayor Robert H. Moore and Big Spring City Council
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: Chamber of Commerce 23-24 Leadership Group #41 Donation for Jefferson Park

On August 2, 2024, the Big Spring Chamber of Commerce Leadership Group #41 graciously donated \$6,006.58 to the City of Big Spring specifically for the installation of an irrigation system at Jefferson Park. We are requesting that City Council accept the donation.

Jefferson Street Park

Johansen Landscape and Nursery

700 Johansen Road
Big Spring, TX 79720

Estimate

Date	Estimate #
8/2/2024	7147

Name / Address
Big Spring Leadership Community Project

			Project
Description	Qty	Cost	Total
Installing sprinkler system according to design.	1	3,400.00	3,400.00
TBOS-BT Four Station	1	270.00	270.00
Solenoid for TBOS-BT controller	3	55.00	165.00
Water Tight Wire Nuts	6	1.68	10.08
Rain Bird DV100 1' Electric Valve	3	28.50	85.50
NDS Standard Valve Box	1	75.00	75.00
16'Longx10'widex12' deep			
Jumbo Valve Box	1	99.00	99.00
20'Long by14'Wby12' deep			
Double Check Valve Back Flow Preventer 1"	1	255.00	255.00
1 1/2" Sch 40 coupling SS	1	1.61	1.61
PVC Bushing 1 1/2 x1 1/4 SXS	1	1.50	1.50
Male Adapter Sch 40 Fitting 1" TS	2	0.93	1.86
1 1/2" Sch 40 PVC Pipe	80	1.93	154.40
1" Sch 200 PVC Pipe	320	0.48	153.60
1 1/2" Ell Sch 40 SS	3	2.01	6.03
1" Ell Sch 40	10	1.06	10.60
90s Sch 40 fitting 1x3/4" ST	6	2.14	12.84
1" Tees Sch 40 Fitting SSS	5	1.41	7.05
1'x1'x3/4' TEE SST	3	1.28	3.84
Blue Lock Pipe 1/2'x100'	100	0.50	50.00
Blue Lock Pipe Fitting 3/4 Ell	18	0.81	14.58
Thank you for your business.		Total	

Customer Signature _____

Johansen Landscape and Nursery
700 Johansen Road
Big Spring, TX 79720

Estimate

Date	Estimate #
8/2/2024	7147

Name / Address
Big Spring Leadership Community Project

			Project
Description	Qty	Cost	Total
4" Hunter PGP Rotor Hcad	9	18.00	162.00
Thank you for your business.			Total \$4,939.49

Customer Signature _____

Landscape Design by:
Carl Johansen
Johansen Landscape & Nursery

Date: 8/2/2024

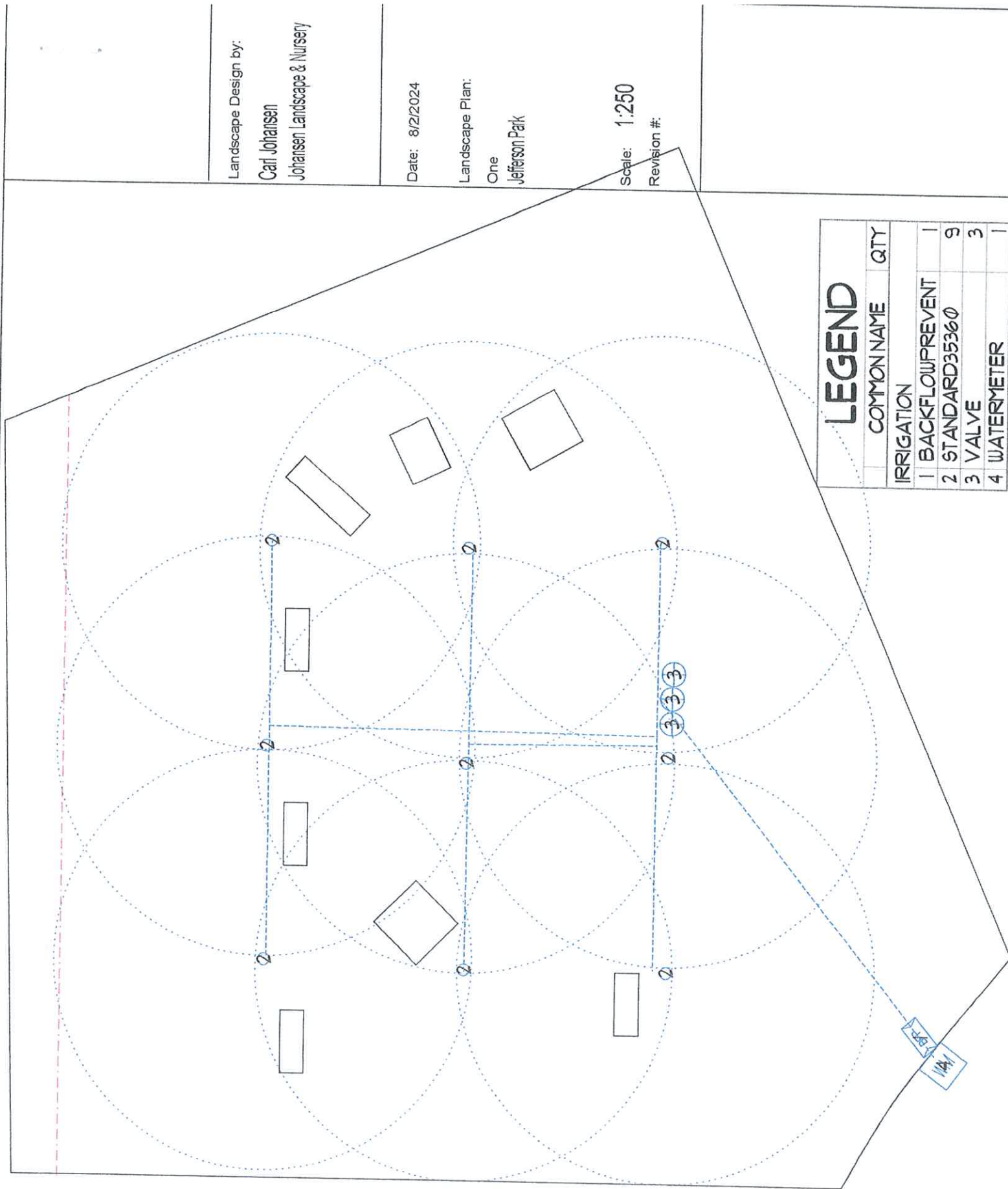
Landscape Plan:
One
Jefferson Park

Scale: 1:250

Revision #:

LEGEND

COMMON NAME	QTY
IRRIGATION	
1 BACKFLOWPREVENT	1
2 STANDARD35360	9
3 VALVE	3
4 WATERMETER	1



Landscape Design by:
Carl Johansen
Johansen Landscape & Nursery

Date: 8/2/2024

Landscape Plan:
One
Jefferson Park

Scale: 1:250
Revision #:

LEGEND

COMMON NAME	QTY
IRRIGATION	
1 BACKFLOWPREVENT	1
2 STANDARD35360	9
3 VALVE	3
4 WATERMETER	1

**INTERLOCAL AGREEMENT BETWEEN
THE COUNTY OF HOWARD AND THE CITY OF BIG SPRING
REGARDING THE MAINTENANCE OF THE COMMUNICATION SYSTEMS
SERVING LOCAL EMERGENCY MANAGEMENT SERVICES**

This Interlocal Agreement Regarding the Maintenance of the Communication Systems Serving Local Emergency Management Services (hereinafter referred to as the “Agreement”) is made by and between the City of Big Spring, State of Texas (hereinafter referred to as the “City”) and the County of Howard, State of Texas (hereinafter referred to as the “County”), hereinafter collectively referred to as the “Parties”.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically the maintenance of the communications systems utilized by local first responders, emergency management, and public works services, to-wit: Howard County Sheriff’s Office, Big Spring Police Department, Big Spring Fire Department, Big Spring EMS (being a City department or an independent contractor of the City’s), Howard County Volunteer Fire Department, Howard County Road & Bridge, Big Spring Public Works, Coahoma ISD, and Forsan ISD (collectively, the “radio customers”), and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the Commissioners Court of the County (hereinafter referred to as the “Court”) and the City Council of the City (hereinafter referred to as the “Council”);

WHEREAS, the Court and the Council have each found that the communication systems of the radio customers have been updated to digital systems; and

WHEREAS, after much research and consideration of many vendors and the placing of bids for such services, the bid was awarded in 2018 to Harris Corporation (hereinafter referred to as the “Vendor”); and

WHEREAS, the cost for updating and maintaining the communication systems for the radio customers is expensive, the Parties hereby desire to share those costs jointly as set out herein; and

WHEREAS, the Court and the Council agree that a fair and equitable method of distributing the cost of maintaining the communication systems is for the City to make total annual payments of \$140,000.00 and the County to make total annual payments of \$140,000.00.

NOW, THEREFORE, for and in consideration of the County providing the City with a communication system for the radio customers the parties hereby contract, covenant, and agree to the terms hereof.

Expenses for Routine Maintenance of Communication Systems

The Parties acknowledge that there are regular and routine costs associated with the maintenance of the communication systems and desire to set aside funds for these routine maintenance costs.

1. The Parties agree that the Parties will make annual payments in the amounts set forth below from current revenues available to the County's Communication Systems Maintenance Fund for the purpose of funding the routine maintenance of the communication systems. The Parties agree as follows:

The City of Big Spring – \$40,000.00

The County of Howard – \$40,000.00

2. The payment by the City to the County shall be made payable to Howard County and sent to the County Auditor's Office at 300 S. Main Street, Big Spring, Texas 79720. The City's payment is due immediately upon invoicing by the County. The County Auditor shall send proof of payment to the City for each payment made to the Vendor.
3. The County Auditor shall maintain a separate accounting fund for routine maintenance expenditures. The County Auditor will provide an annual accounting to the City of the balance of the sums paid by the City. Any interest accrued shall be maintained in this accounting fund.

Future Expenses for Communication Systems Maintenance

The Parties acknowledge that the cost associated with the maintenance and replacement of the communication systems is expensive and desire to set aside funds for any future expenses related to the maintenance and replacement of the communication systems. The Parties agree as follows:

1. The Parties agree that the Parties will make annual payments in the amounts set forth below from current revenues available to each Party to the County's Communication Systems Maintenance Fund for any future expenses related to the maintenance of the communication systems:

The City of Big Spring – \$100,000.00

The County of Howard – \$100,000.00

2. The payment by the City to the County shall be made payable to Howard County and sent to the County Auditor's Office at 300 S. Main Street, Big Spring, Texas 79720. No payments shall be made to Vendor without prior written approval by both the County and the City. The County Auditor shall send proof of payment to the City for each payment made to the Vendor.

3. The County Auditor shall maintain a separate accounting fund for future expenses related to the maintenance of the communication systems. The County Auditor will provide an accounting annually to the City of the balance of the sums paid by the City. Any interest accrued shall be maintained within this accounting fund. The City may inspect the financial records of the County related to this Agreement.
4. At the termination or expiration of Agreement, any portion of the City's contributions plus interest earned that the County has not spent in accordance with this Agreement shall be returned to the City.

Services

The County shall provide the radio communication system to the City's radio customers within the City of Big Spring and Howard County, Texas using personnel of required skill, experience, and qualifications in a timely, workmanlike, and professional manner, and fulfill its other obligations under this Agreement; and in consideration the City shall perform its obligations under this Agreement.

Duration of Agreement

Each Party is obligated to pay its share of the Expenses for Routine Maintenance of Communication Systems and the Future Expenses for Communication Systems Maintenance, (together, the "maintenance package"), including both routine maintenance and future expenses, from October 1, 2024 to September 30, 2034 unless both Parties agree in writing prior to September 30, 2034 that the maintenance package shall not be continued. In the event the Agreement terminates prior to September 30, 2034, the City and County agree that the City will be entitled to an equitable share of any personal property acquired by the County for the performance of this Agreement.

Neither Party may terminate this Agreement, except upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure; or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

Notice to Parties

Any notice given hereunder by either party to the other shall be in writing and may be affected by personal delivery in writing or by certified mail, return receipt requested. Notice to the County shall be sufficient if made or addressed to the Office of the County Judge at 300 S. Main Street, Room 207, Big Spring, Texas 79720. Notice to the City shall be sufficient if made or addressed to the Office of the Mayor of the City of Big Spring at 310 Nolan Street, Big Spring, Texas 79720.

Miscellaneous Provisions

1. Non-Waiver of Governmental Immunity.

It is expressly understood and agreed that neither Party, by execution of this Agreement, waives nor shall be deemed to have waived, any immunity or defense that would otherwise be available to it. By entering into this Agreement, the Parties do not create any obligations other than those set forth herein, and this Agreement shall not create any rights or parties not signatories hereto.

2. Independent Contractor.

The County is and shall be an independent contractor with the rights and obligations to manage, supervise, and control the operations of the service.

3. Severability.

If any part of this Agreement becomes invalid, all other parts of this Agreement will remain in full force and effect.

4. Entire Agreement.

Together with the "Interlocal Agreement Between the City of Big Spring and Howard County" dated April 11, 2016 (the "2016 Interlocal"), and the September 28, 2021 Memorandum of Understanding (the "2021 MOU"), this Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

5. Amendment.

No amendment to modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

6. Governing Law, Assignment, Venue.

This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas. No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Howard County, Texas.

Signature Page follows

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterparts executed by such entity on this _____ day of _____, 2024.

COUNTY OF HOWARD, TEXAS

CITY OF BIG SPRING, TEXAS

Randy Johnson, County Judge

Robert H. Moore, III, Mayor

ATTEST:

ATTEST:

Brent Zitterkopf, County Clerk

Tami Davis, City Secretary

APPROVED AS TO FORM

APPROVED AS TO FORM

Lindsay Wilkerson, County Attorney

Andrew W. Hagen, City Attorney

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; DELEGATING AUTHORITY TO SELECT THE FUND CONTACT; 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 delegates to the City Manager the authority of selecting, in the discretion of the City Manager, a person to be the Fund Contact for this interlocal agreement and who shall sign as the authorized member official on the interlocal agreement, and any changes to such Fund Contact.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

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: August 9, 2024
Subject: Interlocal agreement for Cyber liability coverage

BACKGROUND INFORMATION:

The City has cyber coverage with Texas Municipal League Intergovernmental Risk Pool (TMLIRP) through its property and liability fund.

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

To continue cyber coverage with TMLIRP past this year, 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:

Adopting the interlocal agreement will not result in any fiscal impact. Doing so would allow the City to continue cyber coverage with TMLIRP. Should the City select the same coverage level as before, an increase in the City's annual contribution to TMLIRP for the coverage will result, from \$483 in the current fiscal year to \$1,875 beginning October 1.

ATTACHMENTS:

Interlocal agreement

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