CITY COUNCIL REGULAR AGENDA

Tuesday, August 27, 2024

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 27, 2024, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website http://mybigspring.com/224/Channel-17-Live.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

4. **Public Comment** — Moore

Announcements, Presentations and Public Hearings

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

5.	**Open Public Hearings**		Moore
6.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1211 LINDBERGH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 17, BLOCK 4, WRIGHTS AIRPORT SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: LOUIS SILVA & ALICE SILVA	6-43	Hagen
7.	PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 1401 W 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SECTION 32, BLOCK 33, TOWNSHIP 1 NORTH, BIG SPRING, HOWARD COUNTY, TEXAS – OWNER: ESTATE OF ELEAZAR GARZA & SARAH PAT GARZA	44-93	Hagen
8.	**Close Public Hearings**		Moore

City Manager's Report

9.	City Manager's report on the following items: • Update - Large Item Pickup, District 2 • Boards & Committees • City Holiday - September 2nd, Labor Day	94-96	Darden

Consent Items

10.	Approval of the City Council Minutes of the Regular Meeting of August 13, 2024.	97-102	Davis
11.	Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of July 16, 2024.	103-104	Mark Willis
12.	Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes of the Regular Meetings of May 16, 2024 and July 18, 2024.	105-108	Feeley
13.	Final Reading of a Resolution to Enter into the Cyber Liability and Data Breach Response Interlocal Agreement with Texas	109-115	Hagen

Municipal League Intergovernmental Risk Pool; Delagating 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

Vouchers

14.	Vouchers for 08/15/24	$ 185,942.06		Yanez
	Vouchers for 08/22/24	$ 912,901.61		

Bids

15.	Consideration and Possible Action on Awarding a Bid for the Asbestos Abatement at the Flight Academy located at McMahon-Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents	116-122	Feeley
16.	Consideration and Possible Action on Awarding a Bid for the Asbestos Abatement at the Training Center Located at McMahon-Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents	123-129	Feeley
17.	Consideration and Possible Action on Awarding a Bid for the Development of Covered Parking for Airport Fuel Trucks at Mcmahon-Wrinkle Airport and Authorizing the City Manager or His Designee to Execute any Necessary Documents	130-138	Feeley

New Business

18.	Consideration and Possible Action on Big Spring Economic Development Corporation's 2023-2024 Annual Report and 2024-2025 Plan of Work	139-161	Mark Willis
19.	Consideration and Possible Action of Placing a Proposal on the September 10, 2024 City Council Agenda to Adopt the Proposed Tax Rate of $0.671465.	162	Smith
20.	Consideration and Possible Action to Call for Public Hearings on the 2024-25 Annual Budget and the Proposed Tax Rate to be Held on Tuesday, September 10, 2024 at 5:30 p.m. in the City Council Chambers Located at 307 East 4th Street, Big Spring, TX.		Smith
21.	Consideration and Possible Action to Grant an Easement and Right-of-Way to Oncor Electric Delivery Company, LLC on the North Side of Douglas Street, and the West Side of 1st	163-166	Feeley

	Avenue, Big Spring, Texas and Authorizing the City Manager or His Designee to Execute any Necessary Documents		
22.	Consideration and Possible Action to Approve an Agreement with Timeclock Plus, LLC for Software Licenses, Hardware Support and Maintenance for a Three-Year Term and Authorizing the City Manager or His Designee to Execute any Necessary Documents	167-195	Medina
23.	Consideration and Possible Action to Extend the Real Estate Service Agreement with Texas Communities Group, LLC to September 30, 2025 and Authorizing the Mayor to Execute any Necessary Documents.	196-197	Hagen
24.	First Reading of a Resolution Approving a Negotiated Settlement Between the Executive Committee of Cities Served by Atmos West Texas ("Cities") and Atmos Energy Corp., West Texas Division Regarding the Company's 2024 Rate Review Mechanism Filing; Declaring Existing Rates to be Unreasonable; Adopting Tariffs that Reflect Rate Adjustments Consistent with the Negotiated Settlement; Finding the Rates to be Set by the Attached Settlement Tarifs to be Just and Reasonable and in the Public Interest; Approving an Attachment Establishing a Benchmark for Pensions and Retiree Medical Benefits; Requiring the Company to Reimburse Cities' Reasonable Ratemaking Expenses; Determining that this Resolution was Passed in Accordance with the Requirements of the Texas Open Meetings Act; Adopting a Savings Clause; Declaring an Effective Date; and Requiring Delivery of this Resolution to the Company and the Cities' Legal Counsel	198-209	Medina

Council Input

25.	Input	Moore

Executive Session

26.	Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel with Respect to Potential Litigation.	Moore
27.	Adjourn into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section	Moore

551.072 Texas Government Code, "Deliberation Regarding Real Property; Closed Meeting," to Deliberate the Purchase, Exchange, Lease, or Value of Real Property when Deliberation in an Open Meeting Would Have a Detrimental Effect on the Position of the Governmental Body in Negotiations with a Third Person.

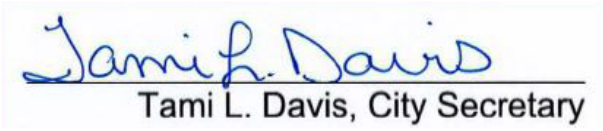
28. Reconvene into Open Session and Take any Necessary Action on Executive Session Items — Moore

29. Adjourn — Moore

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, August 23, 2024 at 4:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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



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

1211 LINDBERGH

Code Enforcement Officer: Jacob Leos

Exhibit A-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 1211 LINDBERGH

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

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

"I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1211 LINDBERGH**, 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 22 day of August, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of AUGUST, 2024 by the above referenced Affiant.

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

Notary Public, State of Texas

Exhibit A-2

Property Details

Account		
Property ID:	287598	**Geographic ID:** B6240005200
Type:	Real	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	1211 LINDBERGH	
Map ID:		**Mapsco:**
Legal Description:	LT 17 BK 4 WRIGHTS AIRPORT (50X130) 014 0.149 ACRES	
Abstract/Subdivision:		
Neighborhood:	WRGT1	
Owner		
Owner ID:	407008	
Name:	SILVA LOUIS & SILVA ALICE	
Agent:		
Mailing Address:	1208 LINDBERGH BIG SPRING, TX 79720	
% Ownership:	100.00%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	$3,362 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$1,785 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$5,147 (=)

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1211 LINDBERGH 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 22 day of August, 2024.

_____
AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

_____
Notary Public, State of Texas

Exhibit A-3

BIG SPRING TEXAS

CASE NOTES

Report Run On: Wednesday, 10 July 2024 08:46

Case # 24-00001091 **Parcel # :** 287598

Site Address: 1211 LINDBERGH

Case Description: SUB STANDARD - MO

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		7/10/24 MAILED OUT NOTICE	Jacob Leos	07/10/24	
PHOTOS		7/8/24 INSPECTION PHOTOS BY CODE OFFICER LEOS	Jacob Leos	07/08/24	
GENERAL		7/8/24 CODE OFFICER LEOS INSPECTED PROPERTY. IN VIOLATION OF SUB STANDARD STRUCTURE INCLUDING DETERIORATING WOOD, ROOF, AND WALLS. BROKEN/DAMAGED PIECES AROUND STRUCTURE LEAVING OPENINGS INTO STRUCTURE. BROKEN WINDOWS. ROOF IS IN BAD SHAPE. LOOKS LIKE ROOF/STRUCTURE IS BOWED. STRUCTURE LOOKS ABANDONED AND NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED AND REMOVED.	Jacob Leos	07/08/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF PHOTOGRAPHS BY JACOB LEOS

"With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On July 8, 2024 and August 13, 2024, I inspected the property described as:

> LOT 17, BLOCK 4, WRIGHTS AIRPORT ADDITION Big Spring, Howard County, Texas, also known as **1211 LINDBERGH**, Big Spring, Texas.

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

SIGNED on the 22 day of August, 2024.

_____
AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

_____
Notary Public, State of Texas

Exhibit A-4




1211
1211
RIVATE
OPERTY






August 13, 2024 1:49 PM


PRIVATE PROPERTY
August 13, 2024 1:50 PM


August 13, 2024 1:50 PM


August 13, 2024 1:50 PM


PRIVATE PROPERTY
August 13, 2024 1:50 PM


August 13, 2024 1:50 PM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

"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 22 day of August, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

Notary Public, State of Texas

Exhibit A-5

BIG SPRING
TEXAS

City of Big Spring, TX

217 East 3rd St.
Big Spring, TX 79720
Phone: 432-264-2504
Fax: 432-264-7024
https://www.mybigspring.com/
permits@mybigspring.com

July 10, 2024

1208 LINDBERGH
BIG SPRING, TX 79720

RE: Code Compliance Case No. 24-00001091

SILVA LOUIS & SILVA ALICE,

Location : 1211 LINDBERGH , BIG SPRING TX

Complaint Description:

SUB STANDARD

Property Maintenance Code Sec. 304.1.1 Premises and exterior property of structure is not maintained and is determined to be as unsafe, does not meet minimum building standards and needs to be brought up to building code.

BIG SPRING
TEXAS

City of Big Spring, TX

217 East 3rd St.
Big Spring, TX 79720
Phone: 432-264-2504
Fax: 432-264-7024
https://www.mybigspring.com/
permits@mybigspring.com

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

1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

STRUCTURE ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS.
THE STRUCTURE NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED.
DEADLINE FOR COMPLIANCE IS 7 DAYS FROM DATE OF THIS NOTICE.

Regards,
Jacob Leos
Code Enforcement
432.264.2502

Case Number: 24-00001091

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION
AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

August 16, 2024

Louis Silva & Alice Silva
1208 Lindbergh
Big Spring, Texas 79720

Louis Silva & Alice Silva
1211 Lindbergh
Big Spring, Texas 79720

Margaret L. Smith
4048 Vicky St.
Big Spring, Texas 79720

Estate of Robert C. Smith
110 E. 3rd St.
Big Spring, Texas 79720

Re: **1211 LINDBERGH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: Lot 17, Block 4, Wrights Airport Addition, Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be	The roof of the structure is caving in, making the structure dangerous and unsafe for its use and occupancy.

hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	The building is neglected, damaged, dilapidated, unsecured, and abandoned so as to constitute an attractive nuisance. The structure is dilapidated so as to be unfit for human habitation. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without	The wood, roof and walls of the structure appear to have deteriorated. Exterior walls are not plumb and free of holes, cracks or breaks and loose or rotting materials. The roof of the structure appears to be bowing in. The roof appears to admit rain and has signs of deterioration. Unsafe condition.

proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	
304. 6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	There are broken/damaged pieces of wood on the structure which have left gaps and openings into the structure.
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.
304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight	The structure has broken windows.

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:

REPAIR OR DEMOLISH AND REMOVE

MAIN STRUCTURE.

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

Issued by

Jacob Leos	Code Enforcement Officer
Name	*Title*
+1 (432) 264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, August 27, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

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

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

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

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

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

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

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

the Code Compliance Officer who sent this notice.

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

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

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

Sincerely,



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

9589 0710 5270 1221 6687 24

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/24

Postmark Here

1211 LINDBERGH

Final Notice

Sent To: Louis Silva & Alice Silva
Street and Apt. No., or PO Box No.: 1208 Lindbergh
City, State, ZIP+4®: Big Spring, TX 79720

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

9589 0710 5270 2177 3300 24

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/24

Postmark Here

1211 LINDBERGH

Final Notice

Sent To: Louis Silva & Alice Silva
Street and Apt. No., or PO Box No.: 1211 Lindbergh
City, State, ZIP+4®: Big Spring, TX 79720

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

9589 0710 5270 2177 3300 31

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/24

Postmark Here

1211 LINDBERGH

Final Notice

Sent To: Margaret L. Smith
Street and Apt. No., or PO Box No.: 4048 Vicky St.
City, State, ZIP+4®: Big Spring, TX 79720

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

9589 0710 5270 2177 3300 48

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/24

Postmark Here

1211 LINDBERGH

Final Notice

Sent To: Estate of Robert C. Smith
Street and Apt. No., or PO Box No.: 110 E. 3rd St.
City, State, ZIP+4®: Big Spring, TX 79720

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052701221668724

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

Latest Update

Your item was delivered to an individual at the address at 11:03 am on August 19, 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 19, 2024, 11:03 am

See All Tracking History

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

Feedback

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less ^

Remove ×

Tracking Number:

9589071052702177320024

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

Information Available Soon

USPS doesn't yet have a status update on this item shipped from the Post Office. Information is usually updated within the hour of your visit. Please check back soon.

Remove ×

Tracking Number:

9589071052702177330031

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

Latest Update

Your item was delivered to an individual at the address at 5:23 pm on August 17, 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 17, 2024, 5:23 pm

See All Tracking History

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

See More ∨

Remove ×

Tracking Number:

9589071052702177330048

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

Latest Update

Your item was delivered to an individual at the address at 5:22 pm on August 19, 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 19, 2024, 5:22 pm

See All Tracking History

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

See More ⌄

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for August 27, 2024, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on August 14, 2024."

SIGNED on the 22 day of August, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

Notary Public, State of Texas

Exhibit A-6

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **AUGUST 27TH, 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:

1211 LINDBERGH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 17, BLOCK 4, WRIGHTS AIRPORT SUBDIVISION – OWNER: LOUIS SILVA & ALICE SILVA

1401 W 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SECTION 32, BLOCK 33, TOWNSHIP 1 NORTH – OWNER: ESTATE OF ELEAZAR GARZA & SARAH PAT GARZA

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


CHEVROLET
August 14, 2024 1:50 PM

1401 W 5TH

Code Enforcement Officer: Jacob Leos

Exhibit D-1

STATE OF TEXAS §
§
COUNTY OF HOWARD §

AFFIDAVIT OF JACOB LEOS
CONCERNING 1401 W 5TH

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

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

"I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **1401 W 5TH**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records."

SIGNED on the 22 day of August, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

Notary Public, State of Texas

Exhibit D-2

Property Details

Case# 24-0000 1180

Account

Property ID:	297443	**Geographic ID:**	51932012100
Type:	Real	**Zoning:**	
Property Use:		**Condo:**	

Location

Situs Address:	1401 W 5TH
Map ID:	**Mapsco:**
Legal Description:	SC 32 BK 33 1N 100X170 713 0.39 ACRES
Abstract/Subdivision:	
Neighborhood:	LKVW2

Owner

Owner ID:	298033
Name:	GARZA ELEAZAR ET UX
Agent:	
Mailing Address:	PO BOX 417 GONZALES , TX 78629
% Ownership:	100.00%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	$23,655 (+)
Improvement Non-Homesite Value:	$0 (+)
Land Homesite Value:	$4,247 (+)
Land Non-Homesite Value:	$0 (+)
Agricultural Market Valuation:	$0 (+)
Market Value:	$27,902 (=)

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
1401 W 5TH CASE NOTES

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

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

Making this record was a regular practice of that activity.

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

SIGNED on the 22 day of August, 2024.

_____
AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

_____
Notary Public, State of Texas

Exhibit D-3

BIG SPRING TEXAS

CASE NOTES

Report Run On: Thursday, 01 August 2024 13:47

Case # 24-00001180 **Parcel # :** 297443

Site Address: 1401 W 5TH

Case Description: SUBSTANDARD (X2) - MO

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		8/1/24 NO CONTACT HAS BEEN MADE BY PROPERTY OWNER	Jacob Leos	08/01/24	
PHOTOS		8/1/24 REINSPECTION PHOTOS BY CODE OFFICER LEOS	Jacob Leos	08/01/24	
GENERAL		8/1/24 REINSPECTION BY CODE OFFICER LEOS. NOTHING HAS BEEN DONE. NO CONTACT HAS BEEN MADE BY PROPERTY OWNER. WILL MOVE CASE FOWARD TO LEGAL DEPARTMENT FOR FURTHER LEGAL ACTION.	Jacob Leos	08/01/24	
GENERAL		SMALL STRUCTURE ON PROPERTY NEEDS TO BE DEMOLISHED AND REMOVED IF NOT BROUGHT UP TO CODE. MAIN STRUCTURE NEEDS ROOF AND PORCH REPAIRED. SIDE OF MAIN STRUCTURE NEEDS TO BE DEMOLISHED OR REPAIRED ONLY	Jacob Leos	08/01/24	
PHOTOS		7/22/24 INSPECTION PHOTOS BY CODE OFFICER LEOS	Jacob Leos	07/22/24	
GENERAL		7/22/24 CODE OFFICER LEOS INSPECTED PROPERTY. IN VIOLATION OF SUB STANDARD STRUCTURE INCLUDING MAIN STRUCTURE AND SMALL STRUCTURE ON PROPERTY. MAIN STRUCTURE ROOF AND WOOD SIGHTING DETIORIORATING AND WEATHERED. SOME PARTS OF ROOF ARE OPEN, DAMAGED AND BROKEN. SMALLER STRUCTURE IS WEATHERED AND DETIORATING. MISSING DOOR AND WINDOWS. THE TWO STRUCTURES ON THIS PROPERTY DO NOT LOOK SAFE. WILL SEND NOTICE.	Jacob Leos	07/22/24	
GENERAL		7/22/24 MAILED OUT LETTER	Jacob Leos	07/22/24	

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION OF
PHOTOGRAPHS BY JACOB LEOS

"With regard to the photographs in **Exhibits D-4** I am familiar with and recognize the scene depicted in the photographs. On July 22, 2024 and August 1, 2024, I inspected the property described as:

> Section 32, Block 33, Township 1 North Big Spring, Howard County, Texas, also known as **1401 W 5TH**, Big Spring, Texas.

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

SIGNED on the 22 day of August, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

Notary Public, State of Texas

Exhibit D-4


#24-0000 1180
July 22, 2024 9:31 AM


#24 0000-1180
July 22, 2024 9:31 AM


#24-0000 1180


#24-0000 1180

#24-0000 1180




#24-0000-1180


#24-0000-1180
July 22, 2024 9:32 AM


#24-0000-1180

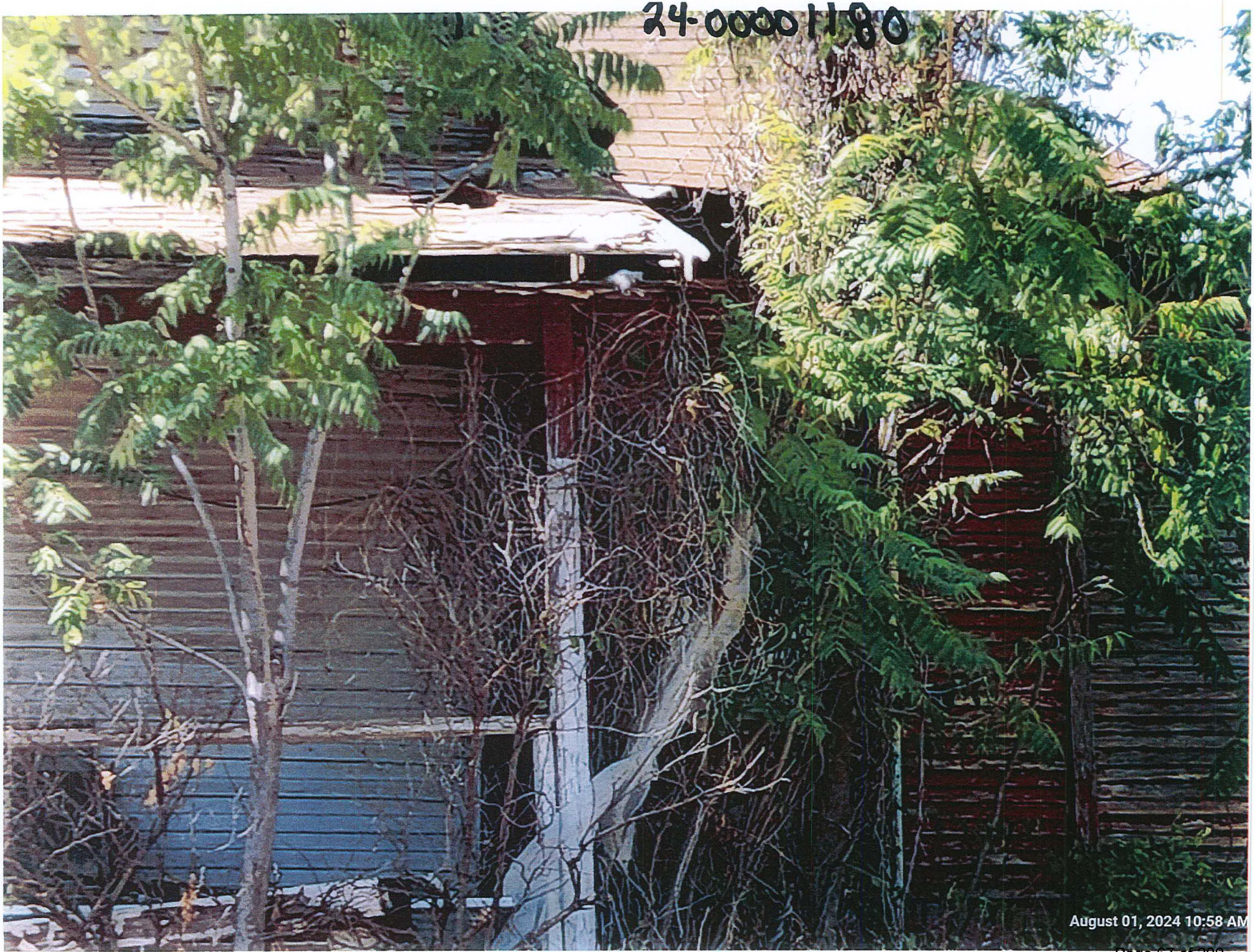

#24-0000 1180
July 22, 2024 9:33 AM


24-00001180


24-0000 1180


24-0000 1180


24-0000118


24-00001180
August 01, 2024 10:58 AM


24-0000 1180
August 01, 2024 10:58 AM


24-0000 1180


24-0000-1180


24-00001180
August 01, 2024 10:59 AM


24-00001180
August 01, 2024 10:59 AM

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
NOTICE SENT BY JACOB LEOS

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

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

SIGNED on the 22 day of August, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of August, 2024 by the above referenced Affiant.

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

Notary Public, State of Texas

Exhibit D-5

BIG SPRING
TEXAS

City of Big Spring, TX

217 East 3rd St.
Big Spring, TX 79720
Phone: 432-264-2504
Fax: 432-264-7024
https://www.mybigspring.com/
permits@mybigspring.com

July 22, 2024

PO BOX 417
GONZALES, TX 78629

RE: Code Compliance Case No. 24-00001180

GARZA ELEAZAR ET UX,

Location : 1401 W 5TH , BIG SPRING TX

Complaint Description:

SUBSTANDARD (X2)

Property Maintenance Code Sec. 304.1.1 Premises and exterior property of structure is not maintained and is determined to be as unsafe, does not meet minimum building standards and needs to be brought up to building code.

ONE OR MORE STRUCTURES ON THIS PROPERTY DOES NOT MEET MINIMUM BUILDING STANDARDS.
THE STRUCTURE(S) NEEDS TO BE BROUGHT UP TO BUILDING CODE OR DEMOLISHED.
DEADLINE FOR COMPLIANCE IS 7 DAYS FROM THE DATE OF THIS LETTER.

BIG SPRING
TEXAS

City of Big Spring, TX

217 East 3rd St.
Big Spring, TX 79720
Phone: 432-264-2504
Fax: 432-264-7024
https://www.mybigspring.com/
permits@mybigspring.com

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

1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

Regards,
Jacob Leos
Code Enforcement
432.264.2502

Case Number: 24-00001180

BIG SPRING
TEXAS

Code Compliance

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

NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

August 16, 2024

Estate of Eleazar Garza and Sarah Pat Garza
P.O. Box 417
Gonzales, Texas 78629

Security State Bank
1500 Miller Street
Anahuac, Texas 77514

Estate of Eleazar Garza and Sarah Pat Garza
1401 W. 5th Street
Big Spring, Texas 79720

Security State Bank
100 5th Street
Farwell, Texas 79325

Estate of Eleazar Garza and Sarah Pat Garza
1202 E. 15th
Big Spring, Texas 79720

Security State Bank
600 N Marienfeld, Ste. 100
Midland, Texas 79701

Estate of Eleazar Garza and Sarah Pat Garza
1225 College
Gonzales, Texas 78629

Security State Bank
1000 N. Oak
Pearsall, Texas 78061

***Re:* 1401 W 5TH, BIG SPRING, TEXAS 79720**
LEGAL DESCRIPTION: Section 32, Block 33, Township 1 North, Big Spring, Howard County, Texas

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any	The roof of the Main Structure is in disrepair and appears to be

structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	caving in, making the structure dangerous and unsafe for its use and occupancy. Both structures are neglected, damaged, dilapidated, unsecured, and abandoned so as to constitute an attractive nuisance. The Main Structure is dilapidated so as to be unfit for human habitation. Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and	The structural members of both buildings appear to have deteriorated. Exterior walls are not plumb and free of holes, cracks or breaks and loose or rotting materials. The roof of the Main Structure appears to be bowing in. The roof appears to admit rain and has signs of deterioration. The porch of the Main Structure is dilapidated and deteriorated and appears incapable of supporting nominal loads and resisting all load effects.

resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects. 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.	Unsafe condition.
304.6 Exterior walls. Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.	The exterior walls of both structures are broken/damaged and have left gaps and openings into the structures.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof of the Main Structure has defects that admit rain and is not sound and not tight.
304.10 Stairways, decks, porches and balconies Every stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.	The porch of the Main Structure is not maintained structurally sound, nor in good repair or with proper anchorage and does not appear capable of supporting imposed loads.
304.13 Window, skylight and door frames. Every window, skylight, door and frame shall be kept in sound condition, good repair and weather tight	Both structures have broken windows.

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:

REPAIR OR DEMOLISH AND REMOVE

of Main Structure and Adjacent Shed Structure.

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

Issued by

Jacob Leos	Code Enforcement Officer
Name	*Title*
+1 (432) 264-2502	jleos@mybigspring.com
Phone	*E-mail*

The City's goal is voluntary compliance.

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, August 27, 2024** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that

may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

2. To introduce documentary and physical evidence;

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

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

5. To rebut the evidence against him;

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

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

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

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

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

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

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

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

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

Sincerely,

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

9589 0710 5270 2177 3300 62

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W 5TH
Final Notice

Sent To Estate of Eleazar Garza & Sarah Pat Garza
Street and Apt. No., or PO Box No. P.O. Box 417
City, State, ZIP+4® Gonzales, Texas 78629

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

9589 0710 5270 2177 3301 09

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W. 5TH
Final Notice

Sent To Security State Bank
Street and Apt. No., or PO Box No. 1500 Miller Street
City, State, ZIP+4® Anahuac, TX 77514

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

9589 0710 5270 2177 3300 79

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W 5TH
Final Notice

Sent To Estate of Eleazar & Sarah Pat Garza
Street and Apt. No., or PO Box No. 1401 W. 5th St.
City, State, ZIP+4® Big Spring, TX 79720

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

9589 0710 5270 2177 3301 16

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W. 5TH
Final Notice

Sent To Security State Bank
Street and Apt. No., or PO Box No. 100 5th Street
City, State, ZIP+4® Farwell, TX 79325

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

9589 0710 5270 2177 3300 86

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W. 5TH
Final Notice

Sent To Estate of Eleazar & Sarah Pat Garza
Street and Apt. No., or PO Box No. 1202 E. 15th St.
City, State, ZIP+4® Big Spring, TX 79720

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

9589 0710 5270 2177 3301 23

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W. 5TH
Final Notice

Sent To Security State Bank
Street and Apt. No., or PO Box No. 600 N. Marienfeld, Ste. 100
City, State, ZIP+4® Midland, TX 79701

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

9589 0710 5270 2177 3300 93

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W. 5TH
Final Notice

Sent To Estate of Eleazar & Sarah Pat Garza
Street and Apt. No., or PO Box No. 1225 College
City, State, ZIP+4® Gonzales, TX 78629

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

9589 0710 5270 1221 6686 87

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

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

OFFICIAL USE

Certified Mail Fee
$

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

Postage
$

Total Postage and Fees
$

8/16/2024
Postmark Here
1401 W 5TH
Final Notice

Sent To Security State Bank
Street and Apt. No., or PO Box No. 1000 N. Oak
City, State, ZIP+4® Pearsall, TX 78061

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

USPS Tracking®

FAQs >

Remove ×

Tracking Number:

9589071052702177330062

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

Latest Update

Your item was returned to the sender on August 21, 2024 at 8:32 am in GONZALES, TX 78629 because the address was vacant or the business was no longer operating at the location and no further information was available.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert
Vacant
GONZALES, TX 78629
August 21, 2024, 8:32 am

Departed USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER
August 20, 2024, 8:42 am

See All Tracking History

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

Text & Email Updates

USPS Tracking Plus®

Product Information

Feedback

See Less ^

Remove X

Tracking Number:

9589071052702177330109

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

Latest Update

We now anticipate delivery of your package the next business day. We apologize for the delay.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Alert

Awaiting Delivery

August 23, 2024, 3:51 am

Out for Delivery

ANAHUAC, TX 77514
August 22, 2024, 9:51 am

See All Tracking History

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

See More ^

Remove X

Tracking Number:

9589071052702177330079

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

Latest Update

Your item arrived at our USPS facility in EL PASO TX DISTRIBUTION CENTER on August 22, 2024 at 2:15 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Moving Through Network

Arrived at USPS Regional Facility
EL PASO TX DISTRIBUTION CENTER
August 22, 2024, 2:15 pm

Vacant
BIG SPRING, TX 79720
August 17, 2024, 11:28 am

See All Tracking History

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

See More ⌄

Remove ×

Tracking Number:

9589071052702177330116

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

Latest Update

Your item was picked up at the post office at 10:54 am on August 19, 2024 in FARWELL, TX 79325.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office
FARWELL, TX 79325
August 19, 2024, 10:54 am

See All Tracking History

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

See More ⌄

Remove ×

Tracking Number:

9589071052702177330086

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

Latest Update

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

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt

Reminder to Schedule Redelivery of your item

August 22, 2024

Notice Left (No Authorized Recipient Available)

BIG SPRING, TX 79720
August 17, 2024, 11:58 am

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

See More

Remove ×

Tracking Number:

9589071052702177330123

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

Information Available Soon

USPS doesn't yet have a status update on this item shipped from the Post Office. Information is usually updated within the hour of your visit. Please check back soon.

Remove ×

Tracking Number:

9589071052702177330093

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

Latest Update

We attempted to deliver your item at 2:00 pm on August 21, 2024 in GONZALES, TX 78629 and a notice was left because an authorized recipient was not available. You may arrange redelivery by using the Schedule a Redelivery feature on this page or may pick up the item at the Post Office indicated on the notice beginning August 22, 2024. If this item is unclaimed by September 5, 2024 then it will be returned to sender.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt: Action Needed
Notice Left (No Authorized Recipient Available)
GONZALES, TX 78629
August 21, 2024, 2:00 pm

Departed USPS Regional Facility
AUSTIN TX DISTRIBUTION CENTER
August 20, 2024, 8:42 am

See All Tracking History

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

See More ⌄

Tracking Number: **Remove** ×

9589071052701221668687

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

Latest Update

Your item was picked up at the post office at 8:31 am on August 21, 2024 in PEARSALL, TX 78061.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Individual Picked Up at Post Office

PEARSALL, TX 78061
August 21, 2024, 8:31 am

See All Tracking History

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

See More ⌄

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS §
§
COUNTY OF HOWARD §

CERTIFICATION
OF POSTING OF PUBLIC HEARING

"The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for August 27, 2024, attached as **Exhibit D-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on August 14, 2024."

SIGNED on the 22 day of August, 2024.

AFFIANT

SWORN TO AND SUBSCRIBED before me this 22 day of AUGUST, 2024 by the above referenced Affiant.

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

Notary Public, State of Texas

Exhibit D-6

BIG SPRING
TEXAS

Code Enforcement

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

NOTICE OF PUBLIC HEARING
CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **AUGUST 27TH, 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:

1211 LINDBERGH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 17, BLOCK 4, WRIGHTS AIRPORT SUBDIVISION – OWNER: LOUIS SILVA & ALICE SILVA

1401 W 5TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SECTION 32, BLOCK 33, TOWNSHIP 1 NORTH – OWNER: ESTATE OF ELEAZAR GARZA & SARAH PAT GARZA

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


C.DANIEL
1401-W5TH
August 14, 2024 2:00 PM

Highlighted names have or will expire.

Board Name: McMAHON/WRINKLE AVIATION ADVISORY BOARD

Term Three Years

Expires 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Johnathan Ray	10/11/2022	9/26/2023	9/30/2026	1
Adriel Saldivar	7/12/2022		9/30/2024	2
				3
Shane Schaffner	9/26/2023		9/30/2024	4
Russ Rutledge	4/25/2023		9/30/2025	5
Steven Boatenhamer	5/9/2023		9/30/2024	6
Robert D. Miller	9/12/2023		9/30/2025	Mayor

One (1) opening - Districts 3

Board Name: BOARD OF ADJUSTMENTS & APPEALS

Term Three Years

Expires 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
John Flores (Construction Field)	11/9/2021		9/30/2023	1
Rosie Franco	1/11/2022		9/30/2024	2
				3
Dale Coates (Mechanical Contractor)	2/22/2005	9/24/2019	9/30/2022	5
Tommy Corwin (Construction Field)	2/22/2005	9/24/2019	9/30/2022	5
Walter Brumley, Jr.(Electrician)	9/26/2017	9/8/2020	9/30/2023	6
Steve Herrin	9/12/2023		9/30/2025	Mayor

Three (3) openings - Need Districts 3, 4 and 5

Board Name: PLANNING & ZONING COMMISSION

Term Three Years

Expires 09-30-XX

Name	Appointed	Reappointed	Term Expires	District
Dale Avant	9/24/2013	9/12/2023	9/30/2026	1
TJ (Thomas Jesse)Stewart	7/13/2021		9/30/2024	2
Kelley Harris	9/26/2017	9/12/2023	9/30/2024	3
				4
Felix Holguin	5/28/2024		9/30/2025	5
Aubrey Weaver, Jr	9/24/2013	9/24/2019	9/30/2022	6
Terry McDaniel	10/25/2022		9/30/2025	Mayor

Two (2) openings - Need Districts 4 and 6.

Moved Kelley Harris from Dist. 4 to Dist. 3 - moved to different dist.

Board Name:	**Term**	**Expires**		
ZONING BOARD OF ADJUSTMENTS	Three Years	09-30-XX		
Name	Appointed	Reappointed	Term Expires	District
Debbie Ramirez	7/12/2022	9/26/2023	9/30/2026	1
Julie Ramirez	7/12/2022		9/30/2024	2
Carrie Rodman	9/24/2013	9/26/2023	9/30/2026	3
Sherry Wiggington - Resigned 10-9-23	11/9/2021		9/30/2024	4
Veronica Zuniga	11/9/2021	12/13/2022	9/30/2025	5
Mark Sheedy	8/9/2022		9/30/2024	6
Jeanie Knocke	10/26/2021	10/25/2022	9/30/2025	Mayor

One (1) opening - District 4

Board Name:	**Term**	**Expires**		
ALTERNATES				
ZONING BOARD OF ADJUSTMENTS	Three Years	09-30-XX		
Name	Appointed	Reappointed	Term Expires	District
Maria Padilla	3/22/2022	9/26/2023	9/30/2026	1
Jose Olivias	5/23/2023		9/30/2024	2
				3
Jan Hansen	7/12/2022		9/30/2024	4
				5
April Gutierrez	6/14/2022		9/30/2024	6
				Mayor

Four (4) openings - Need Districts 3, 5 & Mayor.

Board Name:	**Term**	**Expires**		
ANIMAL RESCUE AND ADOPTION COMMITTEE		09-30-XX		
Name	Appointed	Reappointed	Term Expires	District
Amanda Williams	8/10/2021	9/26/2023	9/30/2026	1
Julia Hartman	7/13/2021		9/30/2024	2
Amy French	1/11/2022		9/30/2023	3
Jeff Lane	4/11/2023		9/30/2024	4
Brittany Hankins	7/28/2021	9/26/2023	9/30/2025	5
				6
Jill Wilbanks	9/12/2023		9/30/2025	Mayor

Two (2) openings - Need Districts 3 & 6

Board Name:	**Term**	**Expires**		
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION	Three Years	09-30-XX		
Name	Appointed	Reappointed	Term Expires	District
Cody Williams	10/26/2021	9/26/2023	9/30/2026	1
Anna Scott	12/13/2022		9/30/2024	2
				3
Raul Benavides	9/27/2022	9/27/2022	9/30/2025	4
Brent Strande	10/24/2023		9/30/2025	5
Kevin Armstrong	5/9/2023		9/30/2024	6
Joel Delagarza	9/12/2023		9/30/2025	Mayor

One (1) openings - Need District 3

Updated as of 05/29/2024

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, August 13, 2024, with the following members present in person:

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

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

TODD DARDEN	City Manager
JOHN MEDINA	Assistant City Manager
ANDREW HAGEN	City Attorney
SHANE BOWLES	Public Works Director
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

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

Invocation
Mark Lindsey, First Baptist Church, gave the invocation.

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

Public Comment

Public Comment

Scott Emerson spoke about a new facebook page he created called Better Big Spring and explained that his goal for this page was for citizens to take part in cleaning up Big Spring and post a before and after picture of any spot they cleaned and challenged the council members to do the same. Also one citizen spoke regarding an insect infestation at one of the local apartment complex and one citizen spoke regarding concerns of a citizen carrying a rifle down the street.

Announcements, Presentations and Public Hearings

Open Public Hearings

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

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

NAYS: None **0**

MOTION PASSED

PUBLIC HEARING - Consideration and Possible Action Concerning Abatement of Public Nuisance, at 507 NW 11TH, BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT 4 BLOCK 38 BAUER – OWNER: JUAN CARLOS VIRONCHE & CRISTINA VIRONCHE

MOTION WAS MADE BY Council Member Wilkerson to abate the above captioned property (507 NW 11th), seconded by Council Member Hughes.

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

NAYS: None **0**

MOTION PASSED

Close Public Hearings

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

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

NAYS: None **0**

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 2 - August 21st
- Update - Community Center
- Update - Abatements
- School Starting - August 15th

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 2 will be on August 21st; RFQ's for a new Community Center have been sent out and will be considered on September 3rd; An update on current abatements - 99 structures have been abated; and a reminder that school will be starting on August 15th.

Mayor Moore adjourned for a brief break at 5:52 p.m. to resolve some sound system issues with channel 17.
Mayor Moore reconvened into open session at 5:59 p.m.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of July 23, 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 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

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 Establishing an Effective Date.

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

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

NAYS: None **0**

MOTION PASSED

Other Business

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.

After a brief discussion with the staff to amend the amount in the resolution to $3.8 million,

MOTION WAS MADE BY Council Member Hughes to approve the above captioned resolution with the amended amount of $3.8 million, seconded by Mayor Pro Tem Tompkins.

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

NAYS: None **0**

MOTION PASSED

Vouchers

Vouchers for 07/21/24	$	885,010.90
Vouchers for 07/26/24	$	351,004.16
Drafts	$	258,476.00
Vouchers for 08/01/24	$	381,882.99
Vouchers for 08/08/24	$	1,209,678.53

Council Member Ornelas reviewed all of the above captioned vouchers.

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

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

NAYS: None **0**

MOTION PASSED

New Business

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

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

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

NAYS: None **0**

MOTION PASSED

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

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

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

NAYS: None **0**

MOTION PASSED

First Reading of a Resolution to Enter into the Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool; Delagating 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

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

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

NAYS: None **0**

MOTION PASSED

Council Input

Input

No comments were made at this time.

Adjourn

Mayor Moore adjourned the City Council Meeting at 6:15 p.m.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

Minutes of the Board of Director's Regular Meeting
BIG SPRING ECONOMIC DEVELOPMENT CORPORATION
Tuesday, July 16, 2024, 5:15 p.m.
Offices of the Big Spring Economic Development Corporation
215 West Third Street, Big Spring, Texas

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, July 16, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on July 12, 2024, to all Directors, the news media, and duly posted on July 12, 2024, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday, July 16, 2024, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is; Public Comment, Action on Minutes of the June 18, 2024, Regular Meeting, Action to Approve June Investment and Financials Report, Consideration/Action to Approve the 2023-2024 Annual Report, Consideration/Action to Approve the 2024-2025 Plan of Work, Directors Report, Executive Session, Action as a Result of Executive Session, Action to Approve 2024-2025 Annual Budget, Board Comment, and Adjourn".

Directors Present:
Ms. Anna Scott- President
Mr. Joel De La Garza - Secretary/Treasurer
Mr. Raul Benavides
Mr. Kevin Armstrong
Mr. Brent Strande

Directors Absent:
Mr. Cody Williams- Vice President

Staff Present:
Mr. Mark Willis
Ms. Teresa Morris

Guests that signed in:

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:
Ms. Scott called the meeting to order at 5:15 p.m. Mr. Benavides led the invocation and pledge.

ACTION ITEM #2- Public Comment:
None

AGENDA ITEM #3- Action on Minutes of the June 18, 2024, Regular Meeting:
Ms. Scott presented the Minutes. The motion to accept the Minutes was made by Mr. Strande seconded by Mr. De La Garza. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Action to Approve June Investment & Financial Report:
Mr. De La Garza presented the Financials and Investment Report. Motion to approve the Investment & Financial Report was made by Mr. De La Garza seconded by Mr. Benavides. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Consideration/Action to Approve the 2023-2024 Annual Report:
Mr. Willis presented the Annual Report. Motion to approve the Annual Report was made by Mr. Armstrong seconded by Mr. De La Garza. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #6- Consideration/Action to Approve the 2024-2025 Plan of Work:
Mr. Willis presented the Plan of Work. Motion to approve the Plan of Work was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 5 to 0 voting "aye" in favor of the motion.

ACTION ITEM #7- Directors Report:
Projects: Final edits for the Cross Ell contract are being reviewed. A 90-day extension to the EDA deadline to begin construction (September 20, 2024) is being requested to incorporate the additional 127-acre property and infrastructure into the larger project. The ABS Wind incentive package is ready to execute as soon as a copy of the company's lease with the Airpark is complete. The EDC hosted and facilitated a meeting between City officials, owners of the 35-acres located behind Star Dodge and investors seeking to build a new hotel in the area to get an agreement to manage stormwater runoff. EDC staff continues to meet with prospects interested in Crossroads Business Park locations when the infrastructure is in place. The EDC staff worked closely with the county and the Samsung 381 agreement has been executed. The staff is currently working with Howard College on the Tax Abatement for the project. Meetings: The EDC staff participated in a virtual meeting covering the EDA grant progress. The EDC staff attended the School to Industry program planning event for Howard County. The EDC staff is working on several legislative events including Local Legislative Day, the Howard County Summit, and Howard County Day at the Capital. The EDC Director did two monthly radio interviews. The EDC Director participated in 4 City staff meetings. The EDC Director participated in two City Council meetings. The EDC Director attended the FCI community meeting. The EDC Associate Director attended the TWC Resource Roundup meeting. The EDC Associate Director attended the Select USA Summit. The EDC Associate Director attended the Airpark Masterplan briefing. The next Board meeting is tentatively scheduled for August 20th.

ACTION ITEM #8- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Ms. Scott adjourned the Board into Executive Session @ 5:35 pm., July 16, 2024
Ms. Scott called the Executive Session to order at 5:36 pm.
Ms. Scott adjourned out of executive session at 6:35 pm.
Ms. Scott reconvened into open session at 6:37 pm., July 16, 2024

AGENDA ITEM #9- Action as a Result of Executive Session:
None

AGENDA ITEM #10- Approval of 2024-2025 Annual Budget:
Mr. Benavides made a motion to Approve the 2024-2025 Annual Budget with changes, seconded by Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #11-Board Comments:
The Board expressed their gratitude to the staff and look forward to the continued efforts of the EDC.

AGENDA ITEM #12- Adjourn:
Mr. Strande made a motion to adjourn, seconded by Mr. De La Garza
The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.
The meeting adjourned at 6:27 pm on July 16, 2024.

Ms. Anna Scott, President

ATTEST:
Mr. Joel De La Garza, Secretary/Treasurer

McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
May 16, 2024

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, May 16, 2024 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Shane Schaffner Russ Rutledge Jonathan Ray

Steven Boatenhamer Adriel Saldivar

Also in attendance: Mike Feeley

Absent: Bob Miller

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

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

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

Item # 4
Airport Director's Report
Mike began with an FBO update. The 3,000-gallon Jet-A truck has been delivered and was given at no cost to the city. The contract is for 7 years, and this includes all maintenance needed. All airport staff will be trained on how to do a fuel transaction on the point-of-sale machine at the front desk. There will be a seminar presented by Avfuel in San Antonio that will teach staff proper fueling procedures. A former Lone Star employee has also agreed to help train staff with fueling to receive more hands on experience. This former employee will also have sole responsibility of towing and stowing aircraft when needed. The city council recently approved $27,000.00 for the purchase of a tug. Mike then went on to discuss the engineering service agreement with Woolpert who was awarded consulting services for the next 5 years. Mike then gave the board an update on the water tower that will be going up on the west side of the airport.

The tank will be 90 feet tall and hold 300,000 gallons. The cost of this water tower is expected to be 2.6 million dollars. It is going to council next session. Another project that will be going to council next session is the Hangar 25 door replacement project. The new door will be an 80-foot single phase bifold door. Half a million dollars was budgeted for this project and the consultant is Jacon & Martin. The next item discussed is the demolition of the former Ryder Trucking building. The plan is to relocate the Vietnam memorial to this location after the building is demolished. The next update was on the Master Plan. Changes continue to be made, including rules and regulations. The last meeting to be held will take place in late June. The last update was on the striping and marking project. Once the engineering agreement is signed it will go out for bid.

Item # 5
Next Meeting Date is June 20, 2024

Adjournment: 7:00 P.M.

Approved by Steven Boatenhamer, Chairman

18 JUL 24
Date

McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
July 18, 2024

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, July 18, 2024 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Shane Schaffner Jonathan Ray

Steven Boatenhamer Adriel Saldivar

Also in attendance: Mike Feeley Andriana Olvera Mark Willis

Absent: Bob Miller Russ Rutledge

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

Item # 2
Review and approve minutes from May 16, 2024 meeting.
Motion to approve made by Jonathan Ray seconded by Adriel Saldivar with all members voting "aye" for acceptance of the minutes as written.

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

Item # 4
Airport Director's Report
Mike began with an update on the Hangar 25 door project. The project was awarded on June 18th and construction will begin on August 12th with an anticipated completion date of the end of October. During this time the project site will need 24-hour security. The airpark staff will be patrolling the area during business hours, but a security company will need to be hired to control after these hours. There are two companies currently bidding on the project. The aircraft that is currently in the museum will be relocated to a secured hangar on the other side of the airpark. Rodney Patridge was hired to operate the new tug that was currently purchased by the city to relocate the aircraft. Mike also mentioned the renewal of the Hangar 25 Air Museum contract. Mike then briefly gave an update on the water tower project that will take a year and a half to complete. The foundation will begin installation on August 1st. The total cost of the water tower

is 2.66 million dollars. Mike then briefly discussed other projects as well as demolitions set to take place.

Item # 5
Next Meeting Date is August 15, 2024

Adjournment: 7:00 P.M.

Approved by Steven Boatenhamer, Chairman

15 AUG 24
Date

BIG SPRING
TEXAS

MEMORANDUM

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

CC: Todd Darden, City Manager

From: Andrew Hagen, City Attorney

Date: 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 th, 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

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

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

August 9, 2024
VIA EMAIL

John Medina
Assistant City Manager
City of Big Spring

RE: Bid Opening Recommendation
Asbestos Abatement at Flight Academy
Bid 24-024

Dear Mr. Medina:

Asbestos and Environmental Consulting, LLC (AEC) assisted with the Bid Opening for the above-reference project on August 8, 2024.

Three contractors submitted bids for the project. Submitted bids ranged from $51,444 to $83,040.

I recommend the City of Big Spring award the project to 1Priority Environmental Services for their low bid submitted of $51,444.

The sign-in sheet and the bid summary sheet are attached to this letter.

Please contact me if you have any questions.

Sincerely,

Stephen A. Bennett

Stephen A. Bennett, PE, AIC
Principal
Asbestos and Environmental Consulting, LLC
PO Box 64086
Lubbock, TX 79464
M (806) 786-6935
email: sabennett626@gmail.com

cc: Mr. Albert Belez, Purchasing, City of Big Spring

attachments: Sign-in sheet, Bid Tabulation

BID OPEN TAB

CITY OF BIG SPRING
ASBESTOS ABATEMENT OF FLIGHT ACADEMY
BID 24-024

August 8, 2024
3:00PM

CONTRACTOR	Attended Pre-Bid Mtg	BID BOND	Acknowledge Amendment	BID TOTAL	Proposed No. Days
1 Priority Environmental Services, LLC	yes	yes		$51,444	17
Advanced Environmental Services	yes			$64,860	20
VANCO Insulation, Inc	yes			$83,040	20

SIGN IN SHEET

City of Big Spring **Airpark / Abatement Projects 24-024, 24-022, 24-025**

Date: 8/8/24

NAME	COMPANY NAME	CONTACT INFO.
Albert Belez	COBS	432-264-2388
Dan Oldham	IPES	806 744 9802 806 548 0916
Steve Bennett	AEC	806-786-6935

CITY OF
Big Spring

MEMORANDUM

Date:	August 27, 2024
To:	Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From:	Mike Feeley A.A.E., Airport Director
Re:	Authorization for an award of a bid from 1Priority Environmental Services, for the abatement of environmental concerns at the Flight Academy Building on McMahon-Wrinkle Airport

The City's consultant Asbestos and Environmental Consulting, LLC (AEC) posted bids for the abatement of environmental concerns associated with the Flight Academy Building at McMahon-Wrinkle Airport on July 14, 2024. The bid opening occurred on August 8, 2024, with the following there (3) bids received:

1Priority Environmental Services, LLC: $51,444
Advanced Environmental Services: $64,860
VANCO Insulation Inc.: $83,040

The resources used for this development will come from the Maintenance of Buildings Account 410-021-610-5311 (current balance $385,000 as appropriated for this purpose).

Based on the bids received, staff recommend awarding this project to 1Priority Environmental Services.

AEC
ASBESTOS AND ENVIRONMENTAL CONSULTING, LLC

August 9, 2024
VIA EMAIL

John Medina
Assistant City Manager
City of Big Spring

RE: Bid Opening Recommendation
Asbestos Abatement at Flight Academy
Bid 24-024

Dear Mr. Medina:

Asbestos and Environmental Consulting, LLC (AEC) assisted with the Bid Opening for the above-reference project on August 8, 2024.

Three contractors submitted bids for the project. Submitted bids ranged from $51,444 to $83,040.

I recommend the City of Big Spring award the project to 1Priority Environmental Services for their low bid submitted of $51,444.

The sign-in sheet and the bid summary sheet are attached to this letter.

Please contact me if you have any questions.

Sincerely,

Stephen A. Bennett

Stephen A. Bennett, PE, AIC
Principal
Asbestos and Environmental Consulting, LLC
PO Box 64086
Lubbock, TX 79464
M (806) 786-6935
email: sabennett626@gmail.com

cc: Mr. Albert Belez, Purchasing, City of Big Spring

attachments: Sign-in sheet, Bid Tabulation

BID OPEN TAB

CITY OF BIG SPRING
ASBESTOS ABATEMENT OF FLIGHT ACADEMY
BID 24-024

August 8, 2024
3:00PM

CONTRACTOR	Attended Pre-Bid Mtg	BID BOND	Acknowledge Amendment	BID TOTAL	Proposed No. Days
1 Priority Environmental Services, LLC	yes	yes		$51,444	17
Advanced Environmental Services	yes			$64,860	20
VANCO Insulation, Inc	yes			$83,040	20

SIGN IN SHEET

City of Big Spring **Airpark / Abatement Projects 24-024, 24-022, 24-025**

Date: 8/8/24

NAME	COMPANY NAME	CONTACT INFO.
Albert Belez	COBS	432-264-2388
Dan Oldham	IPES	806 744 9802 806 548 0916
Steve Bennett	AEC	806-786-6935

August 9, 2024
VIA EMAIL

John Medina
Assistant City Manager
City of Big Spring

RE: Bid Opening Recommendation
Asbestos Abatement at TRAINING CENTER
Bid 24-025

Dear Mr. Medina:

Asbestos and Environmental Consulting, LLC (AEC) assisted with the Bid Opening for the above-reference project on August 8, 2024.

Three contractors submitted bids for the project. Submitted bids ranged from $14,212 to $32,149.

I recommend the City of Big Spring award the project to 1Priority Environmental Services for their low bid submitted of $14,212.

The sign-in sheet and the bid summary sheet are attached to this letter.

Please contact me if you have any questions.

Sincerely,

Stephen A. Bennett

Stephen A. Bennett, PE, AIC
Principal
Asbestos and Environmental Consulting, LLC
PO Box 64086
Lubbock, TX 79464
M (806) 786-6935
email: sabennett626@gmail.com

cc: Mr. Albert Belez, Purchasing, City of Big Spring

attachments: Sign-in sheet, Bid Tabulation

BID OPEN TAB

CITY OF BIG SPRING
ASBESTOS ABATEMENT OF TRAINING CENTER
BID 24-025

August 8, 2024
3:00PM

CONTRACTOR	Attended Pre-Bid Mtg	BID BOND	Acknowledge Amendment	BID TOTAL	Proposed No. Days
1 Priority Environmental Services, LLC	yes	yes		$14,212	5
Advanced Environmental Services	yes			$18,200	5
VANCO Insulation, Inc	yes			$32,149	8

SIGN IN SHEET

City of Big Spring **Airpark / Abatement Projects 24-024, 24-022, 24-025**

Date: 8/8/24

NAME	COMPANY NAME	CONTACT INFO.
Albert Belez	COBS	432-264-2388
Dan Oldham	IPES	806 744 9802 806 548 0916
Steve Bennett	AEC	806-786-6935

CITY OF
Big Spring

MEMORANDUM

Date: August 27, 2024

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

From: Mike Feeley A.A.E., Airport Director

Re: Authorization for an award of a bid from 1Priority Environmental Services, for the abatement of environmental concerns at the Training Center Building on McMahon-Wrinkle Airport

The City's consultant Asbestos and Environmental Consulting, LLC (AEC) posted bids for the abatement of environmental concerns associated with the Training Center Building at McMahon-Wrinkle Airport on July 14, 2024. The bid opening occurred on August 8, 2024, with the following there (3) bids received:

1Priority Environmental Services, LLC: $14,412
Advanced Environmental Services: $18,200
VANCO Insulation Inc.: $32,149

The resources used for this development will come from the Maintenance of Buildings Account 410-021-610-5311 (current balance $385,000 as appropriated for this purpose).

Based on the bids received, staff recommend awarding this project to 1Priority Environmental Services.

AEC
ASBESTOS AND ENVIRONMENTAL CONSULTING, LLC

August 9, 2024
VIA EMAIL

John Medina
Assistant City Manager
City of Big Spring

RE: Bid Opening Recommendation
Asbestos Abatement at TRAINING CENTER
Bid 24-025

Dear Mr. Medina:

Asbestos and Environmental Consulting, LLC (AEC) assisted with the Bid Opening for the above-reference project on August 8, 2024.

Three contractors submitted bids for the project. Submitted bids ranged from $14,212 to $32,149.

I recommend the City of Big Spring award the project to 1Priority Environmental Services for their low bid submitted of $14,212.

The sign-in sheet and the bid summary sheet are attached to this letter.

Please contact me if you have any questions.

Sincerely,

Stephen A. Bennett

Stephen A. Bennett, PE, AIC
Principal
Asbestos and Environmental Consulting, LLC
PO Box 64086
Lubbock, TX 79464
M (806) 786-6935
email: sabennett626@gmail.com

cc: Mr. Albert Belez, Purchasing, City of Big Spring

attachments: Sign-in sheet, Bid Tabulation

BID OPEN TAB

CITY OF BIG SPRING
ASBESTOS ABATEMENT OF TRAINING CENTER
BID 24-025

August 8, 2024
3:00PM

CONTRACTOR	Attended Pre-Bid Mtg	BID BOND	Acknowledge Amendment	BID TOTAL	Proposed No. Days
1 Priority Environmental Services, LLC	yes	yes		$14,212	5
Advanced Environmental Services	yes			$18,200	5
VANCO Insulation, Inc	yes			$32,149	8

SIGN IN SHEET

City of Big Spring **Airpark / Abatement Projects 24-024, 24-022, 24-025**

Date: 8/8/24

NAME	COMPANY NAME	CONTACT INFO.
Albert Belez	COBS	432-264-2388
Dan Oldham	IPES	806 7449802 806 5480946
Steve Bennett	AEC	806-786-6935

CITY OF
Big Spring

MEMORANDUM

Date:	August 27, 2024
To:	Mayor Moore, Big Spring City Council Members and Todd Darden, City Manager
From:	Mike Feeley A.A.E., Airport Director
Re:	Authorization for an award of a bid from RW Fence and Fab, for the construction of covered parking for the airport fuel trucks at McMahon-Wrinkle Airport

Staff requested bids for the construction of covered parking for the airport fuel trucks. The covered parking will be located South of the Airport Terminal Building, and the FAA has approved the construction. The parking area will consist of two (2) vehicle covered parking stalls and a center section that will include a fully enclosed shed with roll up door for storing the airport tow tractors.

Staff received the following bids:

RW Fence and FB: $14,950
GMJ Construction: $16,000
Metal Solutions: $19,584

The resources used for this development will be taken from the Routine Airport Maintenance Program (RAMP) Account 410-021-610-5318 (current balance $53,614) and moved to a Capital Account, Buildings Account 410-021-610-6226-000.

Based on the bids received, staff recommend awarding this development proposal to RW Fence and Fab.



ESTIMATE

office@rwfence.com

RW Fence & Fab LLC
2300 S. Monticello
Big Spring, Texas 79720
United States

4329350319

BILL TO
City of Big Spring

jcloud@mybigspring.com

SHIP TO
City of Big Spring
Industrial Ave
Big Spring, Texas 79720
United States

Estimate Number:	3248
Customer Ref:	Carport with internal shed
Estimate Date:	August 15, 2024
Valid Until:	September 14, 2024
Estimate Total (USD):	**$14,950.00**

Items	Price	Amount
Labor Labor to Construct 34x36x12 Carport with 10x18 Shed with roof in the middle between 2 bays	$9,250.00	$9,250.00
Misc Cutting into Asphalt to set legs	$550.00	$550.00
Paint Painting of Steel Frame (Enamel, Paint, Red Oxide Primer, Prepped and sanded between coats)	$1,500.00	$1,500.00
Concrete Bags of Concrete to Set Legs	$350.00	$350.00
Garage Doors 1- 8x8 roll up door, chain driven, non insulated	$2,450.00	$2,450.00
Door 1- 3070 Steel Walk through Door	$850.00	$850.00
	Subtotal:	$14,950.00
	Total:	$14,950.00
	Estimate Total (USD):	**$14,950.00**



ESTIMATE

office@rwfence.com

RW Fence & Fab LLC
2300 S. Monticello
Big Spring, Texas 79720
United States

4329350319

Notes / Terms

*30% Down Payment Required Before Job is Scheduled

ESTIMATE

GMJ Constructions LLC
2714 Oasis Rd
Big Spring 79720
United States

bigspringtx2022@gmail.com

FOR
City of Big Spring (Airport)
310 Nolan St
Big Spring 79720
United States

Estimate No.:	**004**
Issue date:	**8/12/2024**
Valid until	**9/1/2024**

Thank you for your business.

DESCRIPTION	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
36x34 Concrete Fuel Truck Carport	1	16,000.00	16,000.00
Fully Enclosed 8x10 Storage Unit	1	0.00	0.00
8x8ft Rollup Door	3	0.00	0.00
Walk Through Door Paint the Frame	1	0.00	0.00

Labor Only	**SUBTOTAL:**	$16,000.00
Gabriel Martinez. 432-269-0822	**TOTAL (USD):**	$16,000.00

Airport Fuel Truck Covered Parking

Bid Proposal

METAL SOLUTIONS

FOR ALL YOUR CONSTRUCTION NEEDS

Prepared By	Matt Henson
Title	Building Specialist

Signature _____

Date 8/10/2024

Prepared For	City Of Big Spring
Contact:	Alberto A. Belez
Title	Purchasing Agent
Project Address	Airpark
City, State, Zip	Big Spring, TX

Company Address	2900 Bell Street
City, State, Zip	Big Spring, TX 79720
Phone	(432) 264-2388
Email	abelez@mybigspring.com

Bid For Airport Fuel Truck Covered Parking at Airpark, Big Spring, TX

Dear Alberto A. Belez,

We're thrilled that you're considering Metal Solutions, Inc. to manage the construction of Airport Fuel Truck Covered Parking. We've reviewed the project specifications and are excited about the prospect of working with you.

Attached please find a completed bid proposal for Airport Fuel Truck Covered Parking at Airpark, Big Spring, TX
After carefully reviewing the project's specifications, we've broken down the scope, process, cost, projected timeline of completion, and all other expectations in an effort to help you make the best hiring decision possible for your project.

The information below is designed to give you a comprehensive overview of Metal Solutions' proposed approach to the management of your project, but of course if you have any questions, you can feel free to contact Matthew Henson at 432-254-4808 with any questions you may have.

We look forward to hearing from you!

Best reguards,
Matt Henson
Building Specialist
Metal Solutions, Inc.

ABOUT US

Metal Solutions, Inc. has been in the construction industry for more than 15 years and has built more than 1,000 projects for clients in the construction, oil & gas, real estate, commercial and industrial industries.

Today, Metal Solutions designs and constructs steel buildings for commercial and residential purposes. Some of our recent work includes offices, car dealerships, grocery stores, hotels, barndominiums, and warehouses.

As an experienced general contracting company, Metal Solutions serves as the point person for your design and construction needs, eliminating the headache and hassle of managing multiple parties. Our dedicated teams bring years of expertise to your project, ensuring loyalty and success at the highest level.

PROJECT SCOPE

Project Summary

We will be responsible for our cleanup and disposal of waste in provided for dumpsters. Equipment maintenance is our responsibility. Material storage we are procuring and scheduling deliveries is our responsibility.

Procedural Expectations

We require a Laydown area for our materials and/or Job trailer. We expect access to portable toilets that are provided for and cleaned by others. Site fencing and secure access is provided by others, and we are not responsible for its maintenance. Our equipment is to be used by our personnel only.

Materials and Services Not Included

This proposal covers only the labor, services, materials, and goods outlined herein and expires within 30 days of the date of this document.

Existing Conditions

Metal Solutions, Inc. made a preliminary worksite evaluation on NA

CONDITION	NECESSARY ACTION	PARTY RESPONSIBLE

Metal Solutions, Inc. is not responsible for the remediation of any existing conditions discovered after commencement of the project, nor for any delays that occur as a result. In the event of such a discovery of previously unfound existing conditions, Metal Solutions, Inc. will work with City Of Big Spring to determine the scope of extra work, costs involved with remedying the existing conditions, and a date for payment through a written Change Order.

TAXES, PERMITS, BONDS, AND FEES:

Bid estimate includes all applicable state taxes, permits, bonds, and fees, as required by all legal authorities at the location of the project.

UNFORESEEN CONDITIONS:

City Of Big Spring agrees to pay all costs arising from unforeseen issues such as unsafe or illegal conditions, poor weather conditions, rot or mold, inspector requirements, overlooked conditions, and identifying and removing hazardous materials (such as lead paint or asbestos) after the project has begun. If such circumstances arise, Metal Solutions, Inc. will work with City Of Big Spring to determine the scope of extra work, costs involved with remedying the unforeseeable conditions, and a date for payment through a written Change Order.

PAYMENT TERMS

Payment shall be made incrementally according to the schedule laid out below. All payments should be made via check/direct deposit/wire transfer to the order of Metal Solutions, Inc.

Payments due based on project percentage completed.

Project Costs

Project: Airport Fuel Truck Covered Parkin

#	ITEM	DISCRIPTION	TOTAL
1	Steel Construction Labor only	labor only to install 36x34 steel building with 4 peirs and one 18'x12' storage slab.	$ 19,584.00
2			
3			
4			
5			
6			
7			
		SUBTOTAL	$ 19,584.00
		Tax %	
		Total Tax	
		TOTAL	**$ 19,584.00**

LIMITED LIABILITY:

Contractor will not be held liable for delays to work schedule caused by project owner, permit approvals, poor weather conditions, and/or any circumstances beyond the contractor's control.

The undersigned, having carefully examined and thoroughly perused specifications for the above-named project, and become fully familiar with all conditions affecting the work required by those specifications, hereby proposes to provide all materials, labor, services, etc. required thereby for the base bid sum of:

TOTAL: Ninteen thousand, five hundred eighty four dollars & 00/100

DOLLARS: $ 19,584.00

8/10/2024

Matt Henson *Signature* *Date*

Metal Solutions, Inc.

Thank you for the invitation to bid on your project. Pricing held for 30 Days past this date.

Rich History | Big Possibilities

Big Spring Texas

ECONOMIC DEVELOPMENT

2023-2024 ANNUAL REPORT



BIG SPRING ECONOMIC DEVELOPMENT CORPORATION MISSION



To assist, stimulate, and enhance economic development in Big Spring, Texas, subject to applicable State and Federal laws and the Bylaws and the Articles of Incorporation. To utilize its Sales Tax Revenues to increase the job opportunities available to the citizens of Big Spring by assisting the expansion of local businesses and attracting new business activities to Big Spring.

LETTER FROM THE EXECUTIVE DIRECTOR

As fiscal year 2023-24 wraps up the Big Spring Economic Development Corporation and its partners continue to make progress in expanding the Big Spring and Howard County economy, though at times that progress has been frustratingly slow.

The incentive packages for the two large investment projects in the County (Samsung battery storage and Crusoe Energy data center) are complete at the County level and the incentive package portion associated with Howard College should be complete by the time this report is published. Between these two projects approximately $200 million will be invested and should result in roughly $80 million in property tax value that will benefit the college, school districts where they are located and county. There is a real possibility that additional battery storage projects could follow, as Texas continues to grow at a faster pace than the state can add electric generation capacity.

On the airpark ABS Wind is close to reaching an agreement to lease a building and property on the park for at least 10 years that includes a significant investment in the facility they will be leasing and the BSEDC has offered an incentive contract tied to the lease, capital investment and job creation that will result. ABS is expected to add jobs and retain a number that will result in the employment of a minimum total of 25 local workers with an average wage of $70,000 with a good benefit package.

Retail growth has remained steady over the year, with Chick-fil-A leading the way with a successful opening and impressive sales numbers. Other new retailers and restaurants have opened and several more are on course to begin construction on new facilities soon, helping Big Spring gain sales tax revenue and reduce retail sales leakage to neighboring cities.

It is also expected that the travel center to be located where the former prison/hotel once stood at the intersection of I-20 and Andrews Highway, will break ground in the coming year.

The Crossroads Business Park is making steady progress. The EDC was able to purchase an additional 127 acres that will increase the park's area to approximately 550 acres and provide the EDC with more recruiting flexibility. The construction of the new airpark water tower, that will help provide fire protection for the park, has been contracted out and the goal is to contract the water and sewer services for the park by the end of September or early October, deploying the $3.2 million grant, along with matches from the City and EDC ($500,000 and $640,000 respectively).

While the EDC has not marketed the park as robustly as it will when construction begins there have already been several interested prospects that have contacted the EDC offices. This has been reflected in the dramatic growth of visits to the EDC website.

As long as the entities within Howard County continue to work together as they have in the past year there are real opportunities coming to expand the area's economic viability and build generational wealth.



MARK WILLIS CEcD, MBA

EXECUTIVE DIRECTOR

2023-2024

BOARD OF DIRECTORS

Ms. Anna Scott	President
Mr. Cody Williams	Vice President
Mr. Joel De La Garza	Secretary/Treasurer
Mr. Kevin Armstrong	Board Member
Mr. Raul Benavides	Board Member
Mr. Brent Strande	Board Member

STAFF MEMEBERS



MARK WILLIS CEcD, MBA
EXECUTIVE DIRECTOR



TERESA MORRIS
ASSOCIATE DIRECTOR

BIG SPRING EDC 2023-2024 IMPACT

- IN COOPERATION WITH THE CITY, FACILITATED THE LOCATION AND COST BENEFIT ANALYSIS OF A CHICK-FIL-A RESTAURANT

- WORKED WITH CITY STAFF TO RECURIT A NEW TRAVEL CENTER, REPLACING THE OLD INTERSTATE PRISON

- CONTINUE TO COORDINATE DEVELOPMENT OF THE CROSS ROADS INDUSTRIAL PARK WEST OF THE AIRPORT

- WORKING WITH SEVERAL WAREHOUSE AND DISTRIBUTION PROSPECTS DIRECTLY RELATED TO THE NEW RELIEVER ROUTE AND 2 NEW ACCESS ROADS

- CONTINUE TO WORK TO RETAIN, EXPAND AND ATTRACT BUSINESS TO THE MCMAHON/ WRINKLE AIRPORT AND INDUSTRIAL PARK

- FACILITATED PROPERTY SEARCHES WITH SEVERAL RETAIL VENTURES

- WORKED WITH THE COUNTY ON EINVESTMENT ZONES AND THREE 381 AGREEMENTS FOR PROJECTS LOCATED IN THE COUNTY

- WORKED WITH HOWARD COLLEGE ON TAX ABATEMENTS FOR A DATA CENTER, BATTERY STORAGE AND OILFIELD WASTE RECYCLING PROJECTS IN THE COUNTY



BIG SPRING EDC IMPACT

The following is a list of McMahon/Wrinkle Airport & Industrial Park and Crossroads Business Park infrastructure rehabilitation and additions the EDC has accomplished since 2008:

2008- $850,000 upgrade to airport runway to accommodate the landing of 737 aircraft

2011- $28,303 rail upgrade to existing user

2012- $150,000 rail upgrade of main BSR line into the Industrial Park

2012- $496,930 rail expansion (Phase 1)

2014- $284,203 funded City Master Plan to include the Airport/Industrial Park Master Plan

2015- $1,004,997 rail expansion (Phase 2) 2,345 ft of track

2015- $3,380,000 rail expansion (Phase 3) 7,600 ft of track

2018- $2,475,850 rail expansion (Phase 4) 8,180 ft of track

2019- $2,462,767 rail upgrade of main BSR line from UP main line

2020-2021- $5,500,000 built 2 access roads into the airport/industrial park from the HWY 87 Reliever Route (2.5 miles)

2022-2023- $400,000 budgeted to assist City with EDA Grant for water/sewer infrastructure of the Crossroads Business Park

2023-2024- $1,272,000 purchase of 127 acres adjacent to the proposed Crossroads Business Park to expand economic growth

2023-2024– Budgeted $244,200 for additional infrastructure for the 127 acres

Total=$18,549,250.00

The current and past Board of Directors and Staff along with the city have had a vision of sustainable growth and have taken steps to make that vision come to fruition for the economic viability for Big Spring and Howard

PROSPECT ACTIVITY

In 2023-2024 Big Spring EDC has been in contact with numerous prospects.

These prospects consisted of a wide range of diverse industries to include oil and gas, solar and wind energy, chemicals, technology, various types of manufacturing, retail and warehousing and distribution centers.

Big Spring Economic Development was also involved in the following local, regional and state organizations and marketing initiatives that are conducive to improving and marketing our community:

Community Involvement	Associations	Recruiting Efforts & Trade Shows
McMahon/Wrinkle Airport/Industrial Park Board	TEDC and Team Texas	Cornet
County Group	High Ground	FABTECH
Big Spring Area Chamber of Commerce	Ports to Plains Alliance	IAMC
City of Big Spring Staff and Council Meetings	IEDC	Team Texas
Greater Big Spring Rotary	IAMC	Select USA Summit
Keep Big Spring Beautiful	Select USA	High Ground
	TXConnection	ICSC
	SEDC	Area Development

In 2023-2024, Big Spring EDC has attended over 135 meetings for Community Involvement, Associations & Trade Shows

SALES TAX

	2019-2020	2020-2021	2021-2022	2022-2023	Mth % Change	2023-2024	Mth% Change	YTD Change
October	$231,518.79	$179,797.00	$181,959.60	$257,073.69	41.28%	$257,762.97	0.27%	0.27%
November	$197,152.16	$170,444.40	$201,359.73	$253,354.93	25.82%	$291,306.91	14.98%	7.57%
December	$256,044.09	$244,488.79	$244,486.85	$414,710.55	69.62%	$48,482.22	-88.31%	-35.41%
January	$196,672.65	$180,327.86	$187,754.81	$223,206.35	18.88%	$549,880.51	146.36%	-0.08%
February	$178,663.65	$157,105.71	$181,059.49	$242,958.12	27.03%	$266,855.59	9.84%	1.65%
March	$225,332.06	$274,733.50	$248,646.66	$306,214.65	23.15%	$301,312.31	-1.60%	1.07%
April	$177,817.34	$331,547.21	$241,868.35	$229,524.95	-5.10%	$281,232.15	22.53%	3.62%
May	$200,654.40	$206,120.73	$208,069.34	$259,271.51	24.61%			
June	$207,018.37	$250,667.23	$277,939.38	$271,506.76	-2.31%			
July	$177,031.35	$199,397.24	$256,815.98	$244,256.09	-4.89%			
August	$162,991.89	$217,901.93	$268,439.19	$268,497.08	0.02%			
September	$232,967.88	$249,464.94	$276,166.39	$288,498.61	4.47%			
Annual Total	$2,443,864.63	$2,661,996.54	$2,774,565.77	$3,259,073.29	17.46%	$1,996,832.66		

PORTS-TO-PLAINS
TRADE CORRIDOR

Securing the Benefits of Trade to
North America's Energy & Agricultural Heartland

Big Spring Economic Development is excited to be part of the Ports-to-Plains Alliance. The Ports-to-Plains Trade Corridor Coalitions is, above all, a network of people who share the same interest in the robust, sustainable growth of jobs and investment throughout the 9-state Ports-to-Plains corridor. Thanks to that network, and its geographic alignment between the Texas and western Canada's oil patch, the Ports-to-Plains Trade Corridor is increasingly recognized as an important economic development resource for business leaders throughout North America's energy and agricultural heartland.

In addition to domestic movement of goods along the existing highways, the corridors service major international border crossings including Del Rio, Eagle Pass and Laredo between Texas and Mexico, and Sweetgrass/Coutts, Wild Horse and Raymond/Regway between Montana and Canada and Portal/North Portal between North Dakota and Canada.

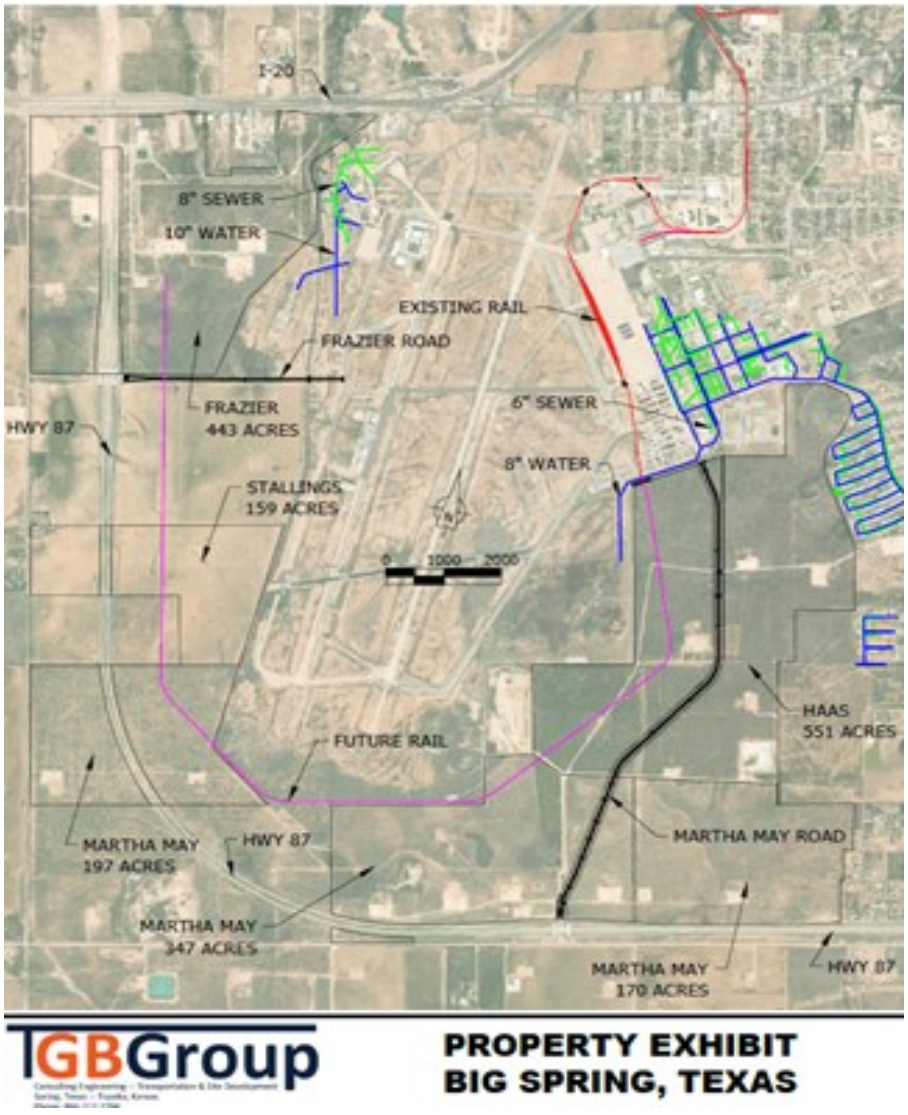
On March 15, 2022 President Biden signed legislation into law designating the Texas and New Mexico portions of the Ports-to-Plains Corridor as a future Interstate 27. This bill was presented by Rep. Jodey C. Arrington (TX-19) and Rep. Henry Cuellar (TX-28)

March, 2024 it was officially designated I-27. Funding is still being finalized.

The Ports-to-Plains region services a **4,950-plus mile economic development corridor** of existing highways stretching from the port at Mazatlán, Sinaloa, Mexico to northern Alberta.

CROSS ROADS INDUSTRIAL PARK

For over 30 years the development vision for the community has been west of town with the idea of a reliever route that would divert and relieve truck traffic from inside the city. With the many renovations and improvements that the EDC has made over the last several years, it was imperative to continue the growth to the west for the best economic impact to the community. With that, the EDC Board of Directors found it necessary to collaborate with the City of Big Spring and the property owner of 420 acres, in applying for an EDA Grant that would allow for extension of infrastructure to the property between the reliever route and the McMahon/ Wrinkle Airport and Industrial Park. This development is envisioned to become a transportation and distribution hub for West Texas because of the central location and being set at the crossroads of I-20 and I-27. This is anticipated to benefit city resources for the next 30 years in regards to creating primary job. In 2024 the EDC was able to purchase 127acres adjacent to the 420 acres so this will now open up 550acres for development.



FACILITATION

Coach and consult with business people in managing, operating, and financing small businesses at *no cost* to Howard County residents. From October 2023-Current Leading EDG has meet with 23 clients, 9 of those were new clients.

Startup Businesses

Talk through details of the business idea

Work up financial projections

Walk through the steps of opening a business in Texas:

Secretary of State, County Clerk, State Comptroller,

IRS, Texas Workforce Commission, Permits and Licensing

Provide market research and demographic studies

Educate on financial management tools

Educate on sales and marketing strategy

Educate on available loan programs and HUB certification

LEADING | EDG

growing communities one business at a time.

Existing Businesses

Accounting systems

Non disclosure agreements

Help set pricing

Sales and marketing plans

Launch new products

Business plan and financial projections for lenders

Valuation of the business

Steps to bid on government contracts

Set up online business

Help build proposals for clients to approach EDC for incentives

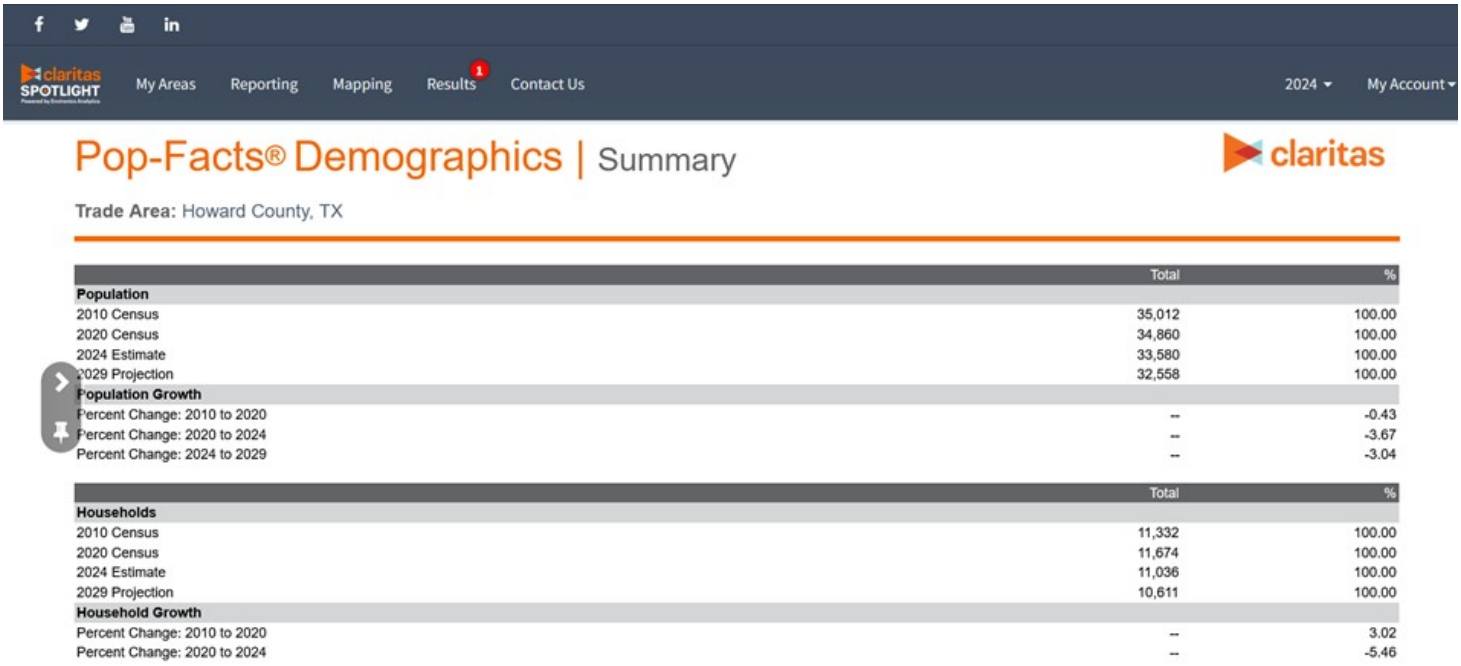
190 clients have been seen from October 2011-May 2024

ANALYTICS

ENVIRONICS

ANALYTICS

SPOTLIGHT



	Total	%
Population		
2010 Census	35,012	100.00
2020 Census	34,860	100.00
2024 Estimate	33,580	100.00
2029 Projection	32,558	100.00
Population Growth		
Percent Change: 2010 to 2020	--	-0.43
Percent Change: 2020 to 2024	--	-3.67
Percent Change: 2024 to 2029	--	-3.04

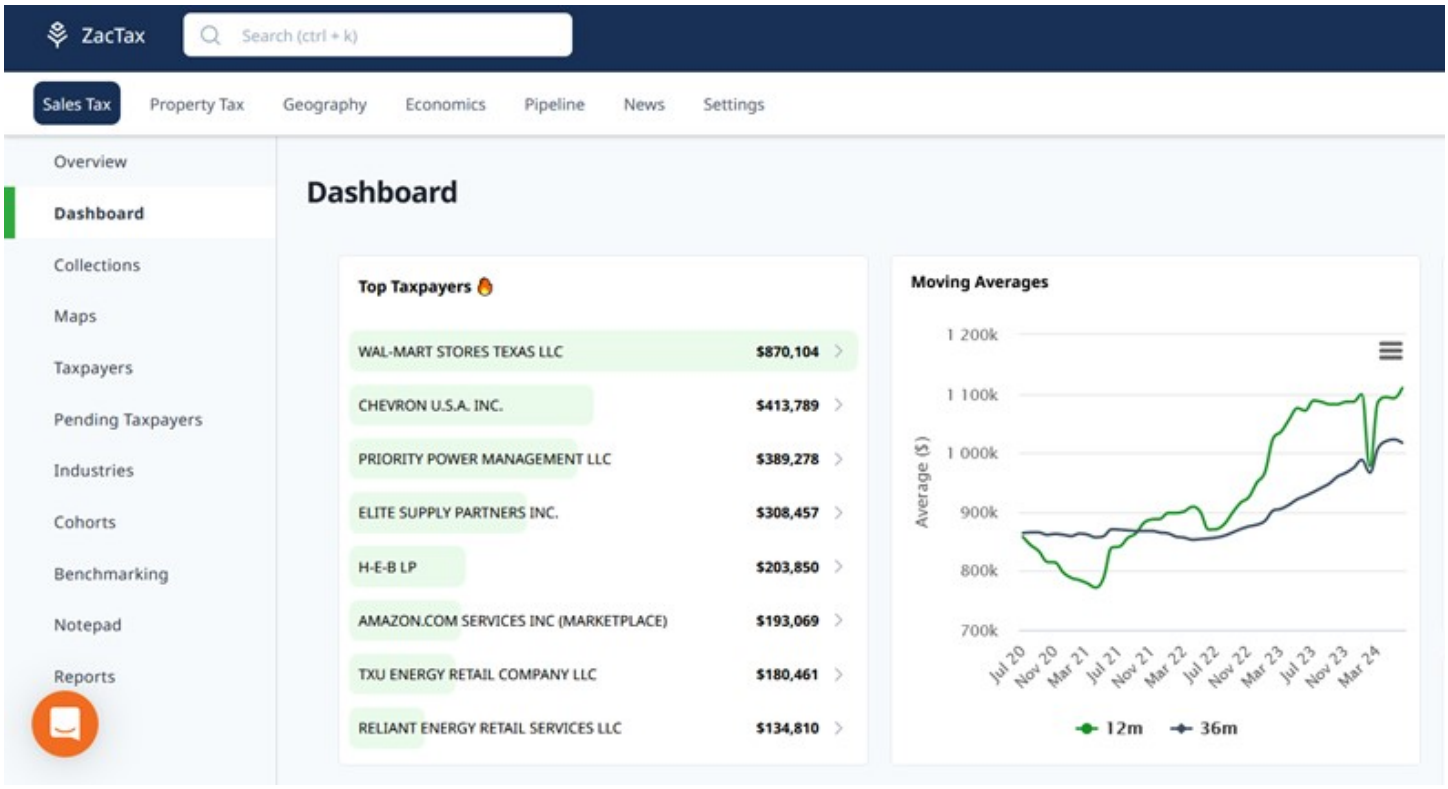
	Total	%
Households		
2010 Census	11,332	100.00
2020 Census	11,674	100.00
2024 Estimate	11,036	100.00
2029 Projection	10,611	100.00
Household Growth		
Percent Change: 2010 to 2020	--	3.02
Percent Change: 2020 to 2024	--	-5.46

Spotlight is utilized as a tool to verify demographic and economic conditions in our community. This data is specifically used when responding to prospect RFI's and providing data to potential businesses wishing to locate in our community.

ANALYTICS

ZacTax monitors Sales Tax Revenue by taxpayer, industry, geography and compares other cities.

The EDC uses these reports to monitor the health of local business and as a metric to measure success of businesses the EDC incentivizes.



MARKETING

Website

The Big Spring EDC website is very user friendly and informational.

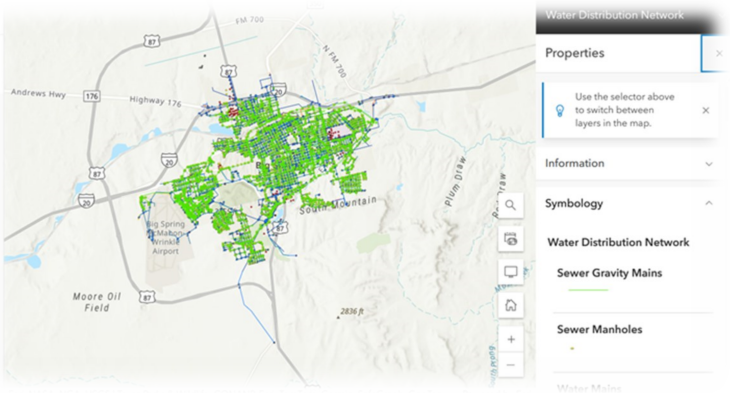
Since the launch of the website many inquiries have been requested. During the year **from October 2023 to July 2024 (10 months), the website has had 5,655 visits (up 2,869 from entire last FY) and 7,900 pages viewed.** It is very important in this day and time to keep up with our ever changing communication technology.



Multimedia

The Big Spring EDC keeps Social Network up-to-date.



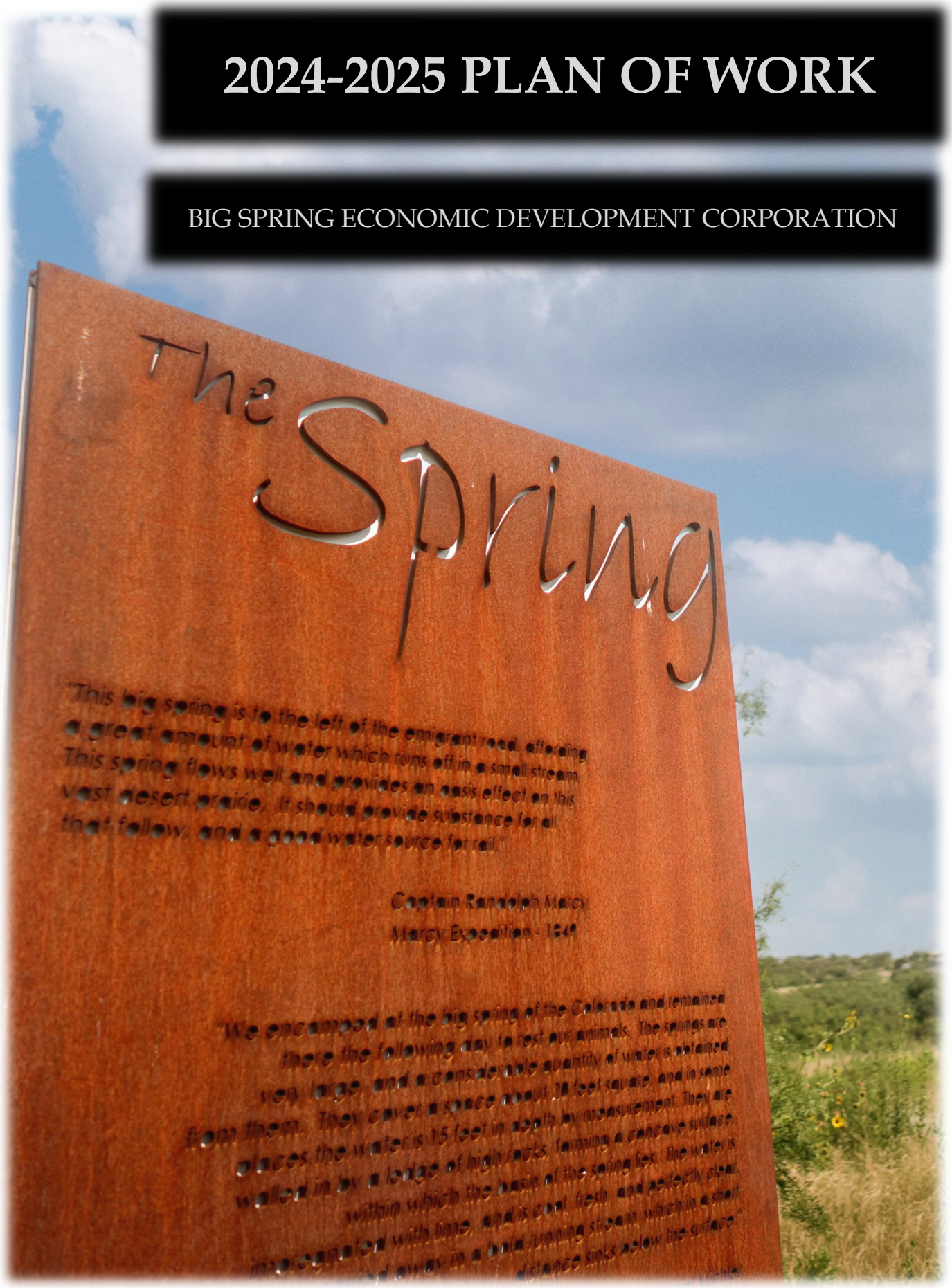


Arcgis offers a full range of GIS services to support organizations and local government entities.

This site benefits EDC by helping identify property, owners and infrastructure for potential new prospects or existing business looking to relocate or expand

2024-2025 PLAN OF WORK

BIG SPRING ECONOMIC DEVELOPMENT CORPORATION



MISSION

To assist, stimulate, and enhance economic development in Big Spring, Texas, subject to applicable State and Federal laws and the Bylaws and the Articles of Incorporation. To utilize its Sales Tax Revenues to increase the job opportunities available to the citizens of Big Spring by assisting the expansion of local businesses and attracting new business activities to Big Spring.

About Big Spring EDC

Big Spring Economic Development Corporation was created in 1990 as one of the first Type A Corporations in Texas and is a Texas Non-Profit, Tax Exempt, Corporation specifically governed by the Texas Development Act of 1979 and is funded by a one-half (½) cent Type A sales tax. The local sales tax rate is 8.25%. State receives 6.25%, City receives 1.5% and EDC receives .5%.

Big Spring Economic Development Corporation assists, stimulates, and enhances economic development in Big Spring, Texas, subject to applicable State and Federal laws and the Bylaws and the Articles of Incorporation of Big Spring Economic Development Corporation.

BSEDC utilizes its sales tax revenues to increase primary job opportunities available to the citizens of Big Spring by assisting in the expansion of local industry and the attraction of new industry to Big Spring and Howard County.

The goals of Big Spring EDC are to attract businesses who offer highly skilled positions at high wages, to retain and expand existing businesses in Big Spring and the surrounding area, help develop a skilled workforce, and to create a business environment conducive for entrepreneurship.



Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT

Big Spring EDC targets specific industries, activities and opportunities on which to focus recruitment and retention efforts. Matching location strengths to industry requirements and to industry demand patterns is critical in target industry identification, and an essential component of an effective development strategy. These defined industries are a likely match for the relocation or expansion of primary jobs in Big Spring.

TARGET INDUSTRIES



Oil and Gas Energy- West Texas and Howard County in particular have a strong tradition of oil and gas exploration and production. Oil, originally discovered in 1926, has been a primary industry in the area and a major contributor to the local economic base. Today Big Spring is home of one of the largest inland refineries in the United States and is a hub for oil and gas processing and distribution. Drilling, refining, carbon black production, oil well servicing, oil field supply, and oil field equipment manufacturing represent a significant employment base for the area. Big Spring will continue to have a strong oil related base and efforts will continue to develop and retain oil related industry.

Transportation and Distribution- Big Spring is situated at the "Crossroads of West Texas" making it a natural transportation and distribution hub. Interstate Highway 20 is the major east west artery and U.S. Highway 87 the major north south artery. Big Spring is located on the Ports-to-Plains Corridor linking Mexico with Canada, a major transportation route for goods and services manufactured or grown in the mid west and distributed worldwide. Big Spring is the former home of Webb Air Force base and boasts an 8,800 ft. runway capable of landing 737 class aircraft, a new state of the art air terminal, and facilities that lend themselves to national and global shipping and distribution. Big Spring is serviced by Union Pacific Railroad on their primary east-west track with thousands of railcars passing through Big Spring daily. Big Spring is also proud of the established Big Spring Rail System, a short line, which provides transload services to existing customers on the airpark and potential new businesses. These assets make Big Spring ideal for transportation and distribution operations and a focus for the EDC to develop logistical operations.



Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT



Agriculture- Before oil and gas, before wind, farming and ranching were the economic engines of West Texas and Big Spring. Cattle and cotton production continue to have a significant impact of the local economy. Big Spring is home to a major cotton storage distribution coop to warehouse and market cotton nationally and internationally. BSEDC understands the importance of agricultural production not only locally, but nationally and place a high priority on developing agriculture related industry, manufacturing and distribution.

Renewable Energy-Big Spring was one of the first sites for wind energy production in the central United States. In 1999, an over 34MW project was completed and in 2008 another 250MW and in 2016 another 120MW of capacity was added with future projects being discussed. Utility scale solar projects are now being planned with possible location in the Big Spring area. These projects are opening new doors for supply chain industries to locate in our region. Training programs for renewable energy related jobs are now offered at the community college and high schools. This new industry diversifies the economic base and offers many new areas for job development and growth.





Health Care- Big Spring long had the reputation as being a center for health care in West Texas. Big Spring is a center for health care ranging from a 150 bed private hospital serving the general public, to a Department of Veteran Affairs Medical Center, a State mental health facility and a Texas State Veterans Home. Big Spring is home of one of the premier rehabilitation facilities in West Texas providing physical therapy, occupational therapy, cardiac rehabilitation, audiology, wellness programs, and with a multitude of other services.

Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT

MISSION OBJECTIVES

Business Development

Big Spring EDC will work to promote the Big Spring area as a competitive location for new primary businesses and targeted industries with specific focus on companies paying wages that meet or exceed the average primary wage for the Big Spring labor market. Big Spring EDC is an active participant in industry trade shows and professional organizations that connect EDC face to face with site selectors.

Business Retention and Expansion

Business Retention and Expansion efforts are accomplished primarily by establishing close relationships with existing primary businesses. The strategy ensures the community is providing the best atmosphere for business prosperity and growth. Big Spring EDC invests resources to assist and foster growth in local business.

Entrepreneurialism

Big Spring EDC works to create a business environment conducive to entrepreneurialism by providing business support and technical assistance to start up and existing businesses in collaboration with Leading/EDG, a business facilitation group.

LEADING | EDG
growing communities one business at a time.

Workforce

A well-educated workforce is essential in a competitive environment, and workers must be able to update and expand their knowledge as new technology and ways of working evolve. Post-secondary and higher education resources are readily available in Howard County to serve residents and businesses.

HOWARD HC COLLEGE

Howard College Workforce Training Program promotes the development of a skilled workforce for existing and new industry. The training facility offers programs for basic skills in welding, heavy equipment operation, hydraulics, wind and electrical technology for new and existing business.

Texas Workforce Commission offers training assistance through the Workforce Investment Act Program, Skills Development Fund, and On the Job Customized Training through the Workforce Solutions of the Permian Basin.

Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT

GOALS

Goals for 2024-2025

BSEDC's Goals

Reflecting Identified Targeted Industries

BUSINESS ATTRACTION

Continue efforts to attract new industry and jobs in targeted industries

Develop strategies to generate opportunities for warehousing and distribution created by the new re-liever route

Continue efforts to develop EDC property for various developments along with other potential sites.

Provide training and development through Howard College and local school districts

Help attract qualified employees to the community

Oil related industry attraction

Recruit new oil and gas related industry and manufacturing to Big Spring

Recruit oil and gas related transportation related activity

Airpark/Industrial Park

Continue the development of an intermodal facility for the benefit of existing industry and attraction of new industry

Continue to explore opportunities to upgrade rail spur and help improve facilities to enhance existing and new business

Develop more renewable energy opportunities in Howard County

Attract service industry and manufacturing to support existing wind, solar, and battery storage energy development

Exploit the build out of new transmission capacity

Help local companies enter the wind and solar industry

Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT

GOALS

Goals for 2024-2025 Continued

BUSINESS RETENSION & EXPANSION

Promote opportunities for local business expansion

Take advantage of the expanding local economy and promote growth from within

Continue partnership with the Chamber of Commerce, associated with the BRE program to better understand local business concerns and opportunities

WORKFORCE DEVELOPMENT

Partner with local resources to develop a stronger workforce

Emphasis on local training via Howard College and SWCID

Support Vocational and Robotics programs for local high schools

Work with Workforce Solutions to identify workers for employers

Support local job fairs

Participate in local industry roundtables to learn the workforce needs of local employers

Work with Chamber of Commerce to support the School to Industry Program

ENTREPRENURIAL DEVELOPMENT

Continue to encourage entrepreneurship

Provide programs to assist startups and help develop and aid existing small business

Work with City officials to maximize the progress of the Downtown Historic District and TIRZ

Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT

GOALS

Goals for 2024-2025 Continued

MARKETING

Continue to promote Big Spring, Howard County and the region

Big Spring and Howard County as a center for renewable energy development and manufacturing

Big Spring as a hub for transportation and distribution and rail

Attend trade shows promoting these varied industries

Team Texas, High Ground of Texas, Oncor, Area Development, and IAMC

Support the Ports-to-Plains corridor

Market Big Spring to micro businesses, professionals, regional sales representation

PROFESSIONAL AND COMMUNITY DEVELOPMENT

Professional Development

Obtain additional economic development knowledge and training through regional, state and national associations

Community Education

Continue community education of Big Spring EDC by radio, newspaper, website, service clubs and local access channel

Facilitate and continue to coordinate projects and communication between Howard County entities

Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT

COLLABORATIVE PARTNERS



PORTS-TO-PLAINS
TRADE CORRIDOR
Securing the Benefits of Trade to
North America's Energy & Agricultural Heartland

Team Texas

TEDC
TEXAS ECONOMIC DEVELOPMENT COUNCIL

ONCOR®

LEADING | EDG
growing communities one business at a time.

The HIGH GROUND OF TEXAS



IAMC
INDUSTRIAL ASSET MANAGEMENT COUNCIL

Rich History | Big Possibilities
Big Spring Texas
ECONOMIC DEVELOPMENT

City of Big Spring, Texas

The Proposed Annual Budget for

October 1, 2024 to September 30, 2025

Tax Rate	Proposed FY 2024-25	Adopted FY 2023-24
Proposed Property Tax Rate	.671465	.636039
No New Revenue Rate (Effective Rate 2019-20)	.610843	.636039
M & O Tax Rate	.588350	.550269
Sales Tax Adjusted Voter Approval Rate (Rollback Rate 2019-20)	.696170	.716457
De minimis Rate	.648799	.670429
Debt Service Rate	.083115	.085770

The total amount of municipal debt obligations secured by property taxes for the City of Big Spring is $4,325,000.

CITY OF
Big Spring

MEMORANDUM

Date: August 27, 2024

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

From: Mike Feeley A.A.E., Airport Director

Re: Consideration and Possible Action to Grant an Easement and Right-of-Way to Oncor Electric Delivery Company, LLC on the East side of the Airpark adjacent to Building 1 in connection with a request from Foundry Digital

Staff were contacted by Foundry Digital (Foundry) who has a lease on Building 1 at the Airpark and operates a Bitcoin Operation at the facility. Foundry stated that they have been in contact with Oncor in an effort to increase the amount of available electrical power in the facility. The facility currently has 13 Mega Watts (MW) available and Foundry desires to add an additional 6 MW of available power to the facility. The electrical improvements are proposed to be brought into the existing fenced area housing existing power connectivity to the area leased by Foundry located Southeast of Building 1. According to Foundry the estimated cost of increasing the available electrical power is estimated to cost $400,000 dollars per MW for a total estimated cost of $2,400,000 dollars subject to Oncor fully evaluating the expenses associated with the project. Foundry has not requested City of Big Spring participation in the proposed improvement.

Foundry provided staff with Easement and Right of Way Forms provided by Oncor to facilitate the infrastructure improvement, which are being considered on the agenda today.

Staff recommend approval of the proposed Easement and Right of Way requested by Oncor on behalf of Foundry.

PT #:
District: _____
WR #: _____
ER #_____

EASEMENT AND RIGHT OF WAY

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

That _____, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars ($10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Grantor represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

EXECUTED this _____ day of _____, 20___.

(OWNER INFORMATION)

By:_____

Title:_____

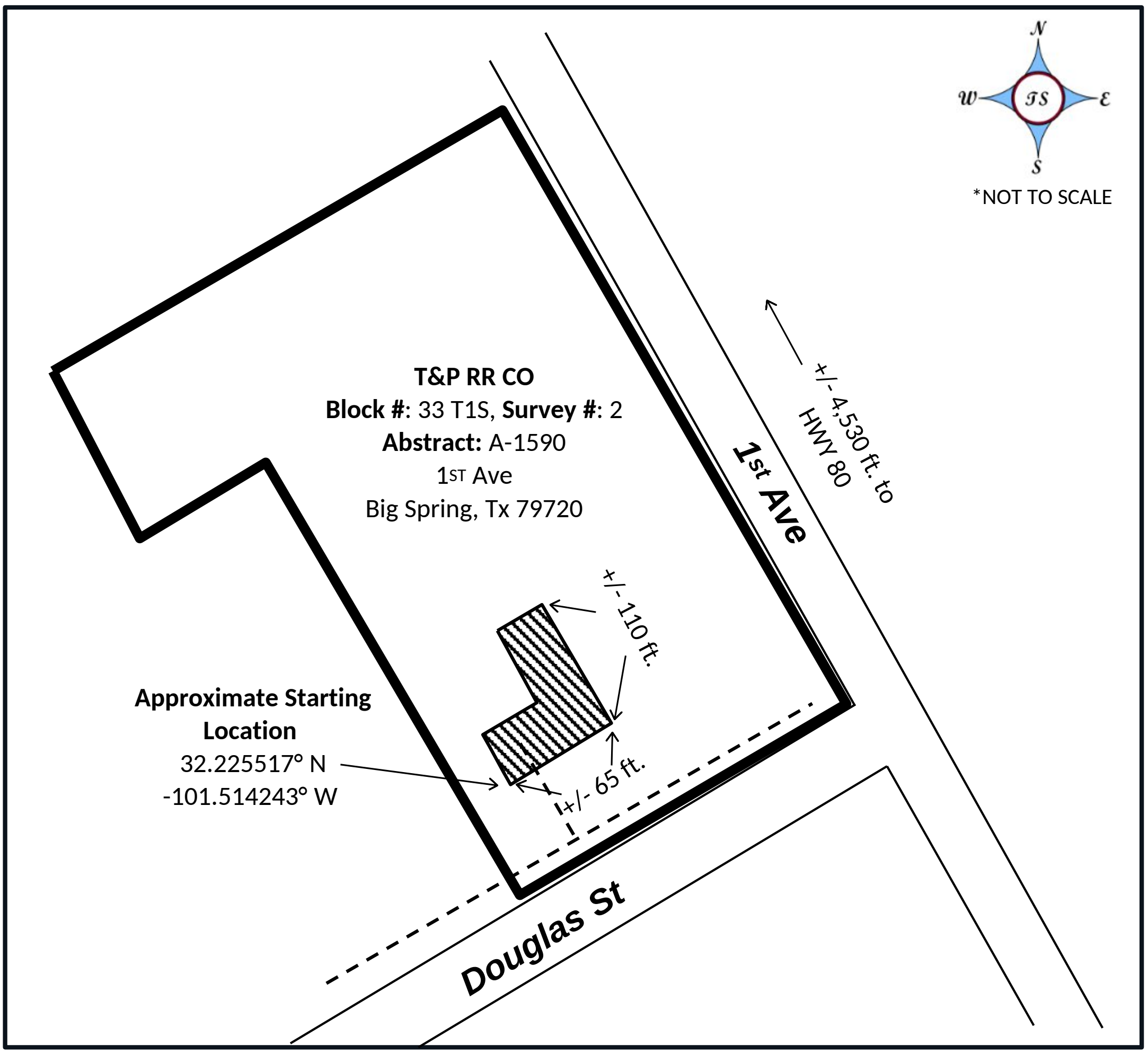
STATE OF _____ §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of _____, as the _____ thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 20____.

_____
Notary Public in and for the State of Texas

Exhibit “A”



The intent of this Exhibit is for the Grantor to recognize that the general course of said easement area as described above agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said line(s) when constructed.

Grantor(s): CITY OF BIG SPRING

Instrument #: _____ Volume: _____ Page: _____

Survey: T&P RR CO Abstract: A-1590

City: Big Spring County: Howard

WR/WO: 21642906 District: West

LEGEND

30 ft. ONCOR EASEMENT

CITY OF BIG SPRING

Memorandum

To: Honorable Mayor and City Council

From: John Medina, Assistant City Manager

Date: August 22, 2024

Subject: Time Clock Plus renewal

Time Clock Plus is a timekeeping software we have been using since August 2018. We currently have 154 employees using Time Clock Plus to keep track of their hours. TCP integrates with our current Tyler Tech ERP Pro 10 payroll software.

In an effort to maximize cost savings, we would like to enroll in a 5-year renewal with TCP. We currently pay $44.09 per employee license. If we enroll in the 5-year renewal, our license rate will stay the same for the next 2 years and gradually increase by only 2% the following 3 years. This will be a cost savings of $19,979.33.

With your permission, we would like to take this opportunity to enroll in this 5-year buildout.

TIMECLOCK PLUS, LLC
1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q034714

CONTRACT START DATE : 07/31/2024

CLIENT INFORMATION

Purchased for: City of Big Spring
Bill To: City of Big Spring

Billing Address:

Billing Contact Name:

Billing Contact Email:

Billing Contact Phone:

Shipping Method:

Contract Contact Name: John Medina

Contract Contact Email: jmedina@mybigspring.com

Support Contact Name:

Support Contact Email:

Support Contact Phone:

Start day of week:

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
60 MONTHS	60 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
TIMECLOCK PLUS PROFESSIONAL ANNUAL CLOCKABLE EMPLOYEE LICENSE	$37.50	150	RECURRING	$5,625.00
HARDWARE SUPPORT & MAINTENANCE	$6,074.75	1	RECURRING	$6,074.75

SUBTOTAL	**$11,699.75**
TAXES	**$0.00**
GRAND TOTAL	**$11,699.75**
CURRENCY	USD

SPECIAL TERMS: RENEWAL UNDER NCPA/TIPS PRICING - CONTRACT # 40-10
2024 | 150 | -14.95% | $37.50 | $5,625.00 | $6,074.75 | $11,699.75
THE PRICE IS TO REMAIN FIXED FOR SAAS AND HS&M FOR NEXT FIVE YEARS.

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: https://www.tcpsoftware.com/legal

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client		**TimeClock Plus, LLC**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____

TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between **TimeClock Plus, LLC**, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and _____, with its principal office located at _____ ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. **Definitions**.

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.12 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 "Privacy Policy" means TCP's Global Data Privacy Policy located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.14 "Service Level Agreement" means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.15 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at https://www.tcpsoftware.com/legal, as updated from time to time.

1.17 "TCP Services" means the TCP software application(s) hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 "Term" has the meaning set forth in Section 10.

1.20 "Use Fees" means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. Delivery of Services.

2.1 TCP Services. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 Client Responsibilities. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at http://www.tcpsoftware.com/legal.

2.2.1 Access. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 Restrictions on Use. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.

Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (***e.g.***, human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. Data Privacy. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.

Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of

filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR

IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement

of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.

ADDENDUM TO THE TCP-BIG SPRING AGREEMENT

THIS ADDENDUM to the TCP-Big Spring Agreement, dated August 20, 2024 (the "**Addendum**"), is entered into by Timeclock Plus, LLC, a Delaware limited liability company, located at 1 Time Clock Drive, San Angelo, Texas 76904 ("**TCP**"), and City of Big Spring, a Texas municipal corporation, located at 310 Nolan Street, Big Spring, Texas 79720 ("**City**," or "**City of Big Spring**") and together with TCP, the "**Parties**," and each, a "**Party**".

WHEREAS, the City and Data Management, Inc., a Texas corporation also known as "DMI," entered into the "Timeclock Plus Ondemand Service Agreement Big Spring Fire Department Terms and Conditions" dated July 30, 2018; and

WHEREAS, Data Management, Inc. converted to Timeclock Plus, LLC, a Delaware limited liability company in 2019; and

WHEREAS, TCP has proposed Quote # Q034714 ("**Order Form**"), which by its terms is governed by terms and conditions known as the Licensing Agreement (defined hereinafter); and

WHEREAS, the Parties desire to amend the Order Form its terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, including the City's execution and acceptance of the Order Form and Licensing Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

A. General.

A.1 Definitions.

In addition to the terms defined above, in this Addendum:

"**Agreement**" means, collectively, the TCP Agreement and this Addendum.

"**City Council**" means the City Council of Big Spring, the governing body of the City of Big Spring.

"**City Confidential Information**" is defined in Section C.1.

"**Fiscal Year**" means the City's fiscal year, which begins October 1 each year and ends September 30 the following year.

"**Initial Term**" means the initial term of the Agreement, which shall be effective as of July 31, 2024, and shall expire no later than July 30, 2029.

"**Intellectual Property Rights**" means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or

origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

"**Key Company Personnel**" means owners (of more than 10% of the controlling interest of the company or a parent company), and managers and directors of TCP.

"**Licensing Agreement**" means the terms and conditions referenced on the Order Form as modified from time to time in TCP's sole discretion.

"**Officer**" means each City elected official, city manager, department head, purchasing agent, municipal attorney, and judge.

"**PIA**" means the Texas Public Information Act ("PIA"), codified under Chapter 552, Texas Government Code, as amended.

"**Services**" means the services that TCP provides to the City under the Agreement.

"**TCP Agreement**" means, collectively: (1) the Order Form; and (2) the Licensing Agreement.

A.2 Attached.

This Addendum is attached and incorporated into the Agreement.

A.3 Conflict.

If any terms contained in this Addendum are inconsistent with the TCP Agreement, the terms of this Addendum will govern and take precedence over such terms in the TCP Agreement.

A.4 Limit of Appropriation.

TCP hereby acknowledges that TCP understands and agrees, such understanding and agreement being of the absolute essence of the Agreement, that City shall have available the total maximum sum of Fifty-Eight Thousand, Four Hundred Ninety-Eight Dollars and 75/100 ($58,498.75) (the "**Limit of Appropriation**"), specifically allocated to fully discharge any and all liabilities of the City under the Agreement during the Initial Term. TCP does further understand and agree, said understanding and agreement also being of the absolute essence of the Agreement, that the total maximum compensation that TCP may become entitled to and the total maximum sum that City may become liable to pay to TCP during the Initial Term shall not under any conditions, circumstances, or interpretations thereof exceed the Limit of Appropriation. In no event will the amount paid by the City under the Agreement in the Initial Term exceed the Limit of Appropriation without an amendment executed by the Parties.

B. Terms

B.1 Term.

The term of the Agreement will be the Initial Term, unless terminated sooner pursuant to the Agreement. Upon the expiration of the Initial Term, the Agreement will automatically continue on a month-to-month basis. After the Initial Term expires, either Party may give the other Party written notice at least thirty (30) days in advance effecting cancellation.

B.2 Consideration.

The Parties acknowledge and agree that Services were and will be supported by good and valuable consideration during the Term of the Agreement, the sufficiency of which is acknowledged by the Parties.

B.3 Services.

TCP warrants that it will provide to City the Services (a) in accordance with the terms and subject to the conditions set forth in the Agreement; (b) using personnel in adequate and sufficient number and of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with the highest generally recognized industry standards in TCP's field; and (e) to the reasonable satisfaction of the City.

B.4 Termination for Cause.

Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

(a) 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.

(b) Becomes insolvent or admits its inability to pay its debts generally as they become due.

(c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within 45 (forty-five) days after filing.

(d) Is dissolved or liquidated or takes any corporate action for such purpose.

(e) Makes a general assignment for the benefit of creditors.

(f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

B.5 Independent Contractor.

It is understood and acknowledged that the Services which TCP will provide to City hereunder shall be in the capacity of an independent contractor and not as an employee, agent, partner, or

joint venturer of the City. TCP shall control the conditions, time, details, and means by which TCP performs the Services.

B.6 Conflicts of interest.

TCP covenants that it will file a conflicts of interest questionnaire (available from Texas Ethics Commission web site) with City if TCP or any of its Key Company Personnel (a) has an employment or other business relationship with an Officer or an Officer's family member that results in the receipt by the Officer or family member of taxable income of more than $2,500 in the preceding twelve months; (b) has given an Officer or an Officer's family member one or more gifts totaling more than $100 in the preceding twelve months; or (c) if Key Company Personnel have a family relationship with an Officer.

B.7 Fiscal matters.

The City commits current revenues to the Agreement. City reserves the right to cancel the Agreement at the end of any Fiscal Year without penalty if City Council does not budget sufficient funds to continue it.

B.8 No Infringement.

TCP hereby represents and warrants that: (a) none of the Services or the City's use thereof or other exercise of its rights or license under the Agreement, does or will infringe, misappropriate, dilute, or otherwise violate any Intellectual Property Right of any person, and (b) as of the date hereof, there are no pending or, to TCP's knowledge, threatened claims, litigation, or other proceedings against TCP by any third party based on an alleged violation of such Intellectual Property Rights.

B.9 Authorized Representative.

TCP shall appoint a representative to the following position: a primary contact to act as TCP's authorized representative to the City with respect to all matters pertaining to the Agreement (the "**Service Manager**"). TCP shall notify City promptly of the Service Manager's name and contact information, and updates thereto.

B.10 Remote Access.

As applicable, if TCP requires remote access to City information technology systems to provide the Services, TCP must receive permission from the IT Manager or another person designated by the City Manager or the Assistant City Manager, and such access may be revoked at any time to protect City systems.

B.11 Compliance with Laws.

TCP warrants that it is in compliance with and covenants that it shall comply with all applicable laws, regulations, and ordinances. TCP warrants that it has in effect and covenants that it shall maintain, renew and obtain all of the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under the Agreement.

B.12 Time of the Essence.

Time shall be of the essence in the Agreement.

C. Miscellaneous.

C.1 City Confidential Information.

(a) TCP acknowledges that it and its employees or agents may, in the course of performing their responsibilities under the Agreement, be exposed to or acquire information that is confidential to City. Any and all information of any form obtained by TCP or its employees or agents from City in the performance of the Agreement shall be deemed to be confidential information of City ("**City Confidential Information**"). Any reports or other documents or items (including software) that result from the use of City Confidential Information by TCP shall be treated with respect to confidentiality in the same manner as City Confidential Information. City Confidential Information shall be deemed not to include information that (1) is or becomes (other than by disclosure by TCP) publicly known or is contained in a publicly available document; (2) is rightfully in TCP's possession without the obligation of nondisclosure prior to the time of its disclosure under the Agreement; or (3) is independently developed by employees or agents of TCP who can be shown to have had no access to City Confidential Information.

(b) TCP agrees to hold City Confidential Information in strict confidence, using at least the same degree of care that TCP uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose City Confidential Information to third parties or use City Confidential Information for any purposes whatsoever other than the provision of Services to City hereunder, and to advise each of its employees and agents of their obligations to keep City Confidential Information confidential. TCP shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any City Confidential Information. Without limitation of the foregoing, TCP shall advise City immediately in the event TCP learns or has reason to believe that any person who has had access to City Confidential Information has violated or intends to violate the terms of the Agreement and TCP will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or TCP against any such person. TCP agrees that, except as directed by City, TCP will not at any time during or after the term of the Agreement disclose, directly or indirectly, any City Confidential Information to any person, and that upon termination of the Agreement or at City's request, TCP will promptly turn over to City all documents, papers, and other matter in TCP’s possession which embody City Confidential Information. TCP acknowledges that a breach of this Section C.1, including disclosure of any City Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available.

TCP acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of City and are reasonable in scope and content.

(c) TCP in providing the Services agrees to abide by the provisions of any applicable federal or state data privacy act.

C.2 City Access to Data.

Nothing in the Agreement will be construed to waive the requirements of Section 205.009 of the Texas Local Government Code. Upon termination of the Agreement, the City will be able to retrieve a copy of City data from TCP in one or more industry standard formats, at no additional cost to City.

C.3 Public Information Act.

TCP expressly acknowledges that City is subject to the PIA, and notwithstanding any provision in the Agreement to the contrary, City will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to City by TCP shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the PIA, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

C.4 No Duty of City to Indemnify.

The Parties agree that under the Constitution and laws of the State of Texas, City cannot defend, indemnify, hold harmless, or save harmless another party. All references of any kind in the Agreement to City defending, indemnifying, holding harmless, or saving harmless TCP or any other party for any reason are hereby inoperative, void, and deleted.

C.5 Indemnification of City.

(a) Generally. To the fullest extent permitted by law, and subject to the terms and conditions set forth in Section C.5(b), Section C.5(c), and Section C.5(d), TCP (as "**Indemnifying Party**") shall indemnify, hold harmless, and defend City and its elected officials, officers, directors, managers, partners, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, demands, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees and litigation expenses, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or related to any third-party claim alleging:

(i) breach or non-fulfillment of any provision of the Agreement by Indemnifying Party or Indemnifying Party's owners, officers, directors, managers, partners, employees, subcontractors, sub-subcontractors, affiliates, successors, and permitted assigns ("**Indemnifying Party's Personnel**");

(ii) any negligent or more culpable act or omission of Indemnifying Party or Indemnifying Party's Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under the Agreement;

(iii) any bodily injury, death, sickness, or disease of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Indemnifying Party or Indemnifying Party's Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under the Agreement; or

(iv) any failure by Indemnifying Party or Indemnifying Party's Personnel to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under the Agreement.

(b) Indemnified Party shall give notice to Indemnifying Party (a "**Claim Notice**") within ten (10) days after obtaining knowledge of any Losses or discovery of facts on which Indemnified Party intends to base a request for indemnification under Section C.5(a). Indemnified Party's failure to provide a Claim Notice to Indemnifying Party under this Section C.5(b) does not relieve Indemnifying Party of any liability that Indemnifying Party may have to Indemnified Party, but in no event shall Indemnifying Party be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay prejudices the defense of the related third-party claim. Indemnifying Party's duty to defend applies immediately, regardless of whether Indemnified Party has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

(c) Indemnified Party Control of Defense. Notwithstanding anything to the contrary in this Section C.5, Indemnified Party may at its sole option and discretion, assume control of the defense, appeal, or settlement of any third-party claim that is reasonably likely to give rise to an indemnification claim under Section C.5(a), and select its own legal counsel to represent its interests, and Indemnifying Party shall:

(i) reimburse Indemnified Party for its costs and attorneys' fees immediately upon request as they are incurred; and

(ii) remain responsible to Indemnified Party for any Losses indemnified under Section C.5(a).

(d) Settlement of Indemnified Claims by Indemnifying Party. Indemnifying Party shall give prompt written notice to Indemnified Party of any proposed settlement of a claim that is indemnifiable under Section C.5(a). Indemnifying Party may not, without Indemnified Party's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.

(e) The Parties expressly agree that the Indemnifying Party's obligations to the Indemnified Party in this Section C.5 shall not be limited in any way whatsoever, or to any extent, by any worker's compensation, disability, or other employee benefits statute,

to which its employees, or those of its subcontractors or sub-subcontractors, or any of Indemnifying Party's Personnel, as the case may be, are subject.

C.6 Taxation.

A municipal corporation and body corporate and politic under the laws of the State of Texas, the City of Big Spring claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

C.7 Non-Waiver of Governmental Immunity.

(a) The City of Big Spring, a Texas municipal corporation, expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

(b) Nothing in the Agreement shall be deemed as a waiver of governmental immunity or as increasing the City of Big Spring's liability beyond any statutory limitation of liability.

(c) Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City of Big Spring which would otherwise be barred under the doctrine of governmental immunity or operation of law.

C.8 Survival.

This Addendum, except those sections in part B of this Addendum, shall survive the expiration or termination of the Agreement.

C.9 Authority.

Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Addendum.

(b) The execution of this Addendum by the individual whose signature is set forth at the end of this Addendum on behalf of such Party, and the delivery of this Addendum by such Party, have been duly authorized by all necessary action on the part of such Party.

C.10 Additional Representation.

TCP represents to City that it is not on a list prepared and maintained by the Texas Comptroller of companies doing business with Iran, Sudan, or a foreign terrorist organization (these lists are available at https://comptroller.texas.gov/purchasing/publications/divestment.php) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.

C.11 Severability.

If any term, provision, covenant, or restriction of this Addendum becomes invalid, void, unlawful, illegal, or unenforceable, all other terms, provisions, covenants, and restrictions of this Addendum remain in full force and effect.

C.12 Addendum as a Sole Document.

The Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of the Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

C.13 Understanding, Fair Construction.

By execution of this Addendum, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one Party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the other Party.

C.14 Modifications of Addendum.

This Addendum may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

C.15 Waiver of Addendum.

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the authorized representative of the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from the Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

C.16 Assignment of Addendum.

This Addendum shall not be assigned by either Party except insofar as the TCP Agreement may allow itself to be assigned.

C.17 Successors and Assigns.

This Addendum shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

C.18 No Joint Venture, Partnership or Vicarious Liability.

Nothing herein shall be construed to create a joint venture or partnership between the Parties hereto or an employer/employee or agency relationship or any other relationship of any nature to which vicarious liability may apply. Neither Party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

C.19 No Third-party Beneficiaries.

The Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Addendum.

C.20 Choice of Forum and Submission to Jurisdiction.

Any legal suit, action, or proceeding arising out of or based upon/relating to the Agreement or the transactions contemplated hereby or shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Service of process, summons, notice, or other document by certified mail shall be effective service of process for any suit, action, or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

C.21 Choice of Law.

The Agreement, and all claims or causes of action (whether in contract, implied contract, tort, equity or statute) that may be based upon, arise out of or relate to the Agreement, or the negotiation, execution, or performance of the Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with the Agreement or as an inducement to enter into the Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Texas, including its statutes of limitations, without giving effect to the conflict of law's provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.

C.22 Limitations set by law.

The Parties agree that for the purposes of the Agreement, any contractual statute of limitations is void. Any statute of limitations is set by law.

C.23 Counterparts.

This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

[The Remainder of this Page Intentionally Left Blank]

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

TCP

TIMECLOCK PLUS, LLC, a Delaware limited liability company

_____
Daryl Rolley
Chief Executive Officer

City

CITY OF BIG SPRING, a Texas Municipal Corporation

_____
Todd Darden
City Manager

APPROVED AS TO FORM ONLY

_____
Andrew W. Hagen
City Attorney

MEMORANDUM

To: Mayor and Council
From: Andrew Hagen, City Attorney
Date: August 22, 2024
Subject: Recommendation for renewal of Texas Communities Group agreement

Since 2020, the City has employed the services of Texas Communities Group, LLC for services to sell properties struck off to the City and to other entities as a result of property tax foreclosure.

The annual charge to the City would remain at $6,000. The amount is budgeted.

This item presents a letter that would renew the agreement through September 30, 2025.

Staff recommends approval of the amendment and extension presented in this item.

August 28, 2024

Mr. Danny Barrett
Director
Texas Communities Group LLC.
P.O. Box 792
Lubbock, TX 79408

Re: Extension of Agreement

Dear Mr. Barrett:

During the August 27, 2024 City Council meeting, the Council voted to extend the agreement between City of Big Spring and Texas Communities Group, LLC through September 30, 2025. This is our official notice to you that we extend the agreement.

Thank you.

Sincerely,

Robert H. Moore, III
Mayor

INTEROFFICE MEMORANDUM

Date:	August 27, 2024
TO:	Mayor Robert H. Moore and Big Spring City Council
CC:	Todd Darden, City Manager
From:	John Medina, Assistant City Manager
Subject:	Atmos West-Tex 2024 Rate Review Mechanism (RRM) Settlement

Background and Summary

The City, along with 70 other West Texas cities served by Atmos Energy Corporation, West Texas Division ("Atmos West Texas" or "Company"), is a member of Cities Served by Atmos West Texas ("Cities"). In 2007, the Cities and Atmos West Texas settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by Cities in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by Cities. The Company claimed that its cost of service in a test year ending December 31, 2023, entitled it to a $6.7 million increase to the WTX Cities. This was reduced to $5.8 million due to limitations in the RRM tariff.

After a review of Cities' consultants' report and negotiations with Cities' representatives, Atmos agreed to a rate increase of $4.3 million plus revenue related taxes within the Cities, with an Effective Date of October 1, 2024.

Rate Tariffs

Atmos generated rate tariffs associated with the Resolution/Ordinance. These tariffs are Attachment 1 to this Staff Report. Atmos also provided proof of revenues associated with the new rates. The Cities' consultants have confirmed the accuracy of the proof.

Bill Impact

The impact of this increase in revenues to an average residential customer's bill is an increase of approximately $1.27 per month. Atmos provided a bill impact estimate for each customer class reflecting the new rates. Comparison of the new rates to rates in effect for areas not under the RRM process reveals that settling Cities will maintain an economic monthly advantage over rates in effect in Lubbock, and environs.

Cities' Objection to The Section 104.301 Grip Process

Cities strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues and rewarding the Company for increasing capital investment. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow Cities to recover their rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing), and rate increases go into effect without any material adjustments. In the Executive Committee's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE EXECUTIVE COMMITTEE OF CITIES SERVED BY ATMOS WEST TEXAS ("CITIES") AND ATMOS ENERGY CORP., WEST TEXAS DIVISION REGARDING THE COMPANY'S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE CITIES' REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE CITIES' LEGAL COUNSEL.

WHEREAS, the City of Big Spring, Texas ("City") is a gas utility customer of Atmos Energy Corp., West Texas Division ("Atmos West Texas" or "Company"), and a regulatory authority with an interest in the rates and charges of Atmos West Texas; and

WHEREAS, the City is a member of Cities Served by Atmos West Texas ("Cities"), a coalition of similarly situated cities served by Atmos West Texas that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos West Texas service area; and

WHEREAS, Cities and the Company worked collaboratively to develop a new Rate Review Mechanism ("RRM") tariff that allows for an expedited rate review process by Cities as a substitute to the Gas Reliability Infrastructure Program ("GRIP") process instituted by the Legislature, and that will establish rates for Cities based on the system-wide cost of serving the Atmos West Texas service area; and

WHEREAS, the RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024, Atmos West Texas filed its 2024 RRM rate request with Cities based on a test year ending December 31, 2023; and

WHEREAS, Cities coordinated its review of the Atmos West Texas 2024 RRM filing through its Executive Committee, assisted by Cities' attorneys and consultants, to resolve issues identified in the Company's RRM filing; and

WHEREAS, the Executive Committee, as well as Cities' counsel and consultants, recommends that Cities approve an increase in base rates for Atmos West Texas of $4.3 million with an Effective Date of October 1, 2024; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the Cities' Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2) and

WHEREAS, the RRM Tariff contemplates reimbursement of Cities' reasonable expenses associated with RRM applications;

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

SECTION 1. That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by Cities, the City Council finds that the settled amount of an increase in revenues of $ 4.3 million for Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos West Texas within the municipal limits arising from Atmos West Texas' 2024 RRM filing, is in the public interest, and is consistent with the City's authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That the existing rates for natural gas service provided by Atmos West Texas are unreasonable. The new tariffs, attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos West Texas to recover annually an additional $4.3 million in revenue from customers in Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 4. That the ratemaking treatment for pensions and retiree medical benefits in Atmos West Texas' next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 5. That Atmos West Texas shall reimburse the reasonable ratemaking expenses of the Cities in processing the Company's 2024 RRM filing.

SECTION 6. All provisions of any resolution in conflict with this Resolution are hereby repealed to the extent they are in conflict. Any remaining portions of said resolutions shall remain in full force and effect.

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. 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 9. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

SECTION 10. That a copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 79424, and Thomas Brocato, General Counsel to Cities, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **27th** day of **August, 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 **10th** day of **September, 2024** with all members of the Council voting "aye" for the passage of same.

_____
Robert H. Moore III, Mayor

ATTEST:

_____
Tami L. Davis, City Secretary

APPROVED AS TO FORM:

_____
Andrew W. Hagen, City Attorney

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**RESIDENTIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 19.69
Consumption Charge	$ 0.43304 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**COMMERCIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 67.39
Consumption Charge	$ 0.21728 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**INDUSTRIAL GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	Amount
Customer Charge	$ 772.87
Consumption Charge	$ 0.12145 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Presumption of Plant Protection Level
For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at wtx-div-plantprotection@atmosenergy.com.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Application
Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service
Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate
Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	$ 772.87 per month
Consumption Charge	$ 0.12145 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

The West Texas Division Rider RRM applies to this schedule.

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**TRANSPORTATION SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Imbalance Fees
All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees
Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailment Overpull Fee
Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index
In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement
A transportation agreement is required.

Notice
Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions
In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

WEST TEXAS DIVISION
ATMOS ENERGY CORPORATION

RATE SCHEDULE:	**PUBLIC AUTHORITY GAS SERVICE**	
APPLICABLE TO:	**WEST TEXAS CITIES SERVICE AREA – Inside City Limits (ICL)**	
EFFECTIVE DATE:	**Bills Rendered on or after 10/01/2024**	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

Charge	**Amount**
Customer Charge	$ 186.36
Consumption Charge	$ 0.19014 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

The West Texas Division Rider RRM applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

ATMOS ENERGY CORPORATION
WEST TEXAS CITIES ("WTX CITIES") RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description	Shared Services		WTX			
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Supplemental Executive Benefit Plan	Total
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
1	Proposed Benefits Benchmark - Fiscal Year 2024 Willis Towers Watson Report	$ 1,401,099	$ (1,145,631)	$ 468,105	$ (1,406,456)	$ 40,864	
2	Allocation Factor	8.87%	8.87%	96.01%	96.01%	96.01%	
3	Proposed Benefits Benchmark Costs (Excluding Removed Cost Centers) Allocated to West Texas (Ln 1 x Ln 2)	$ 124,299	$ (101,635)	$ 449,415	$ (1,350,301)	$ 39,232	
4	O&M and Capital Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs To Approve (Excluding Removed Cost Centers) (Ln 3 x Ln 4)	$ 124,299	$ (101,635)	$ 449,415	$ (1,350,301)	$ 39,232	$ (838,990)
6							
7							
8	Summary of Expense Costs to Approve:						
9							
10	O&M Expense Factor (WP_F-2.3, Ln 2)	82.59%	82.59%	48.44%	48.44%	100.00%	
11							
12	Total Pension Account Plan	$ 102,660		$ 217,683			$ 320,343
13	Total Post-Employment Benefit Plan		$ (83,941)		$ (654,044)		(737,985)
14	Total Supplemental Executive Benefit Plan					$ 39,232	39,232
15	Total (Sum Ln 12 through Ln 14)	$ 102,660	$ (83,941)	$ 217,683	$ (654,044)	$ 39,232	$ (378,410)