



CITY COUNCIL REGULAR AGENDA

Tuesday, February 11, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 11, 2025, 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.

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| 4. Public Comment | Moore |
| a. The City of Big Spring City Council and Staff would like to Express our Sincere Condolences to the Family of Nati Saldivar with a Moment of Silence. | Yanez |

Announcements, Presentations and Public Hearings

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

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| 5. Open Public Hearing | | Moore |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 1500
STADIUM, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: LOT 1, BLOCK 6, NORTH BELVUE
SUBDIVISION – OWNER: ESTATE OF FRANCINE T.
JANSCH & DAVID L. JANSCH | 5-53 | Hagen |
| 7. Close Public Hearing | | Moore |

City Manager's Report

- | | | |
|--|--|--------|
| 8. City Manager's report on the following items: | | Darden |
| <ul style="list-style-type: none">• Large Item Pickup, District 2 - February 19th• E-Waste - March 1, 2025• Future Tire Recycle Project• City Holiday - President's Day - February 17th | | |

Consent Items

- | | | |
|--|-------|-------------|
| 9. Approval of the City Council Minutes of the Regular Meeting
of January 28, 2025. | 54-59 | Davis |
| 10. Acknowledge Receipt of the Big Spring Economic
Development Board of Director's Minutes for the Regular
Meeting of December 17, 2024 | 60-61 | Mark Willis |
| 11. Final Reading of a Resolution Calling for a General Election
to be Held on May 3, 2025 for the Purpose of Electing One
Person to Serve as Mayor of the City of Big Spring and One
Person to Serve as City Council Member for District Five;
Providing for the Conduct of the Election; Designating
Several Polling Places; Authorizing the Mayor to Execute
Notice and Have the Notice Posted for the Purpose of
Notifying the Public of Said Election; and Providing for
Severability | 62-63 | Moore |

Vouchers

- | | | |
|---------------------------|---------------|---------|
| 12. Vouchers for 01/31/25 | \$ 180,028.95 | Ornelas |
| 13. Vouchers for 02/07/25 | \$ 288,332.37 | Yanez |

Bids

- | | | |
|---|-------|--------|
| 14. Consideration and Possible Action on Awarding a Bid for a Zero Turn Mower for the McMahon-Wrinkle Airpark | 64-66 | Medina |
|---|-------|--------|

New Business

- | | | |
|---|---------|----------|
| 15. Report on the Big Spring Police Department 2024 Racial Profiling Analysis | Handout | Williams |
| 16. Acknowledge Receipt of the First Quarter Financial Report | 67-88 | Smith |
| 17. Acknowledge Receipt of the First Quarter FY 2024-2025 Investment Report | 89-92 | Smith |
| 18. First Reading of a Resolution Authorizing the Submission of a Texas Community Development Block Grant Program Application to the Texas Department of Agriculture for the Downtown Revitalization Program; Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Providing for an Effective Date | 93-95 | Medina |
| 19. First Reading of a Resolution to Authorize the City Manager to Cause to Be Demolished Certain Properties Within the City of Big Spring, Howard County, Texas; Authorizing the City Manager to Cause Liens to Be Filed Against the Properties Subject to Demolition as Provided Herein; Authorizing the City Manager to Accept Certain Waivers Offered by Property Owners for the Demolition of Various Properties Within the City of Big Spring, Howard County, Texas; Authorizing the City Attorney to Draft All Documents Necessary to Execute This Resolution; 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. | 96-99 | Bowles |
| 20. Consideration and Possible Action to Accept a Grant in the amount of \$27,665.00 and to Enter into an Interlocal Agreement with Permian Basin Regional Planning | 100-128 | Bowles |

Commission for the Purpose of Recycling Tires and
Authorizing the City Manager or His Designee to Execute any
Necessary Documents

21. **Boards & Committees**

Moore

Consideration and Possible Action on the Below Listed
Board:

a. McMahon/Wrinkle Aviation Advisory Board

Appoint John Scott Nominated by Council Member Hughes -
Dist. 3

Council Input

22. Input

Moore

23. 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, February 7, 2025 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.


Tami L. Davis, City Secretary

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

1500 STADIUM

Code Enforcement Officer: Felix Rodriguez

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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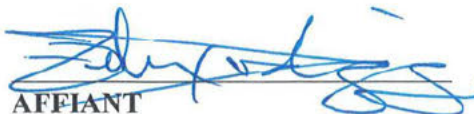
**AFFIDAVIT OF FELIX RODRIGUEZ
CONCERNING 1500 STADIUM**

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

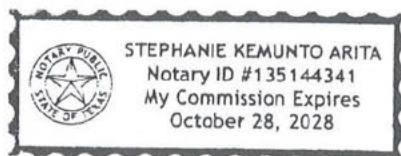
“My name is **Felix Rodriguez**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **1500 STADIUM**, 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 5th day of FEBRUARY, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of February, 2025 by the above referenced Affiant.




Notary Public, State of Texas

Exhibit A-2

Property Details

Account

Property ID:	284248	Geographic ID: B4710000800
Type:	Real	Zoning:
Property Use:		Condo:

Location

Situs Address:	1500 STADIUM
Map ID:	Mapscot
Legal Description:	LT 1 BK 6 NORTH BELVUE 65X125 1035 BLK/TRACT 6 0.187 ACRES
Abstract/Subdivision:	
Neighborhood:	MCEW

Owner ?

Owner ID:	431438
Name:	JANSCH FRANCINE T & JANSCH DAVID L
Agent:	
Mailing Address:	10341 W INDIAN CREEK RD SAN ANGELO, TX 76901
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$51,284 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$5,005 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$56,289 (=)

Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$56,289 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$56,289
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: JANSCH FRANCINE T & JANSCH DAVID L %**Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.238916	\$56,289	\$56,289	\$134.48	
02B	CITY OF BIG SPRING	0.673163	\$56,289	\$56,289	\$378.92	
03B	BIG SPRING ISD	0.930900	\$56,289	\$56,289	\$523.99	
052	HOWARD COLLEGE	0.168395	\$56,289	\$56,289	\$94.79	

Total Tax Rate: 2.011374

Estimated Taxes With Exemptions: \$1,132.18

Estimated Taxes Without Exemptions: \$1,132.18

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
1500 STADIUM 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 5th day of FEBRUARY, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of February, 2025

by the above referenced Affiant.


Notary Public, State of Texas

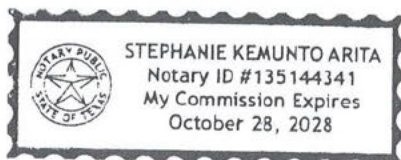


Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Wednesday, 05
February 2025 15:49

Case # 23-00000125

Parcel # : 284248

Site Address: 1500 STADIUM

Case Description: drove by property and took photos of substandard structures in backyard. structures had missing panels on the sides and doors missing.

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		Submitted to legal 01/28/2025.	Angela Brown	02/05/25	
GENERAL		Sent out notification on 9-6-23 sent to legal 9-13-23	Felix Rodriguez	09/13/23	
GENERAL		Getting a warrant for property	Felix Rodriguez	09/13/23	
CORRECTIVE ACTION		three substandard buildings on property in backyard. that are dangerous and unsafe to the public. Deadline for complaince seven(7) days from the date of mailing.	Felix Rodriguez	09/06/23	
PHOTOS		substandard buildings	Felix Rodriguez	09/06/23	

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION OF
PHOTOGRAPHS BY FELIX RODRIGUEZ**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On September 6, 2023, and September 20, 2023, I inspected the property described as:

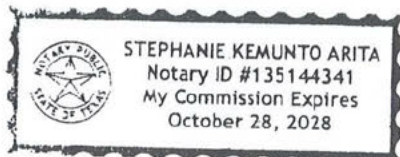
LOT 1, BLOCK 6, NORTH BELVUE SUBDIVISION Big Spring, Howard
County, Texas, also known as **1500 STADIUM**, Big Spring, Texas.

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

SIGNED on the 5th day of FEBRUARY, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of February, 2025
by the above referenced Affiant.



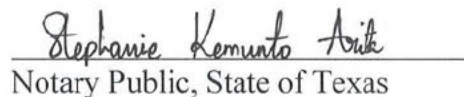

Notary Public, State of Texas

Exhibit A-4



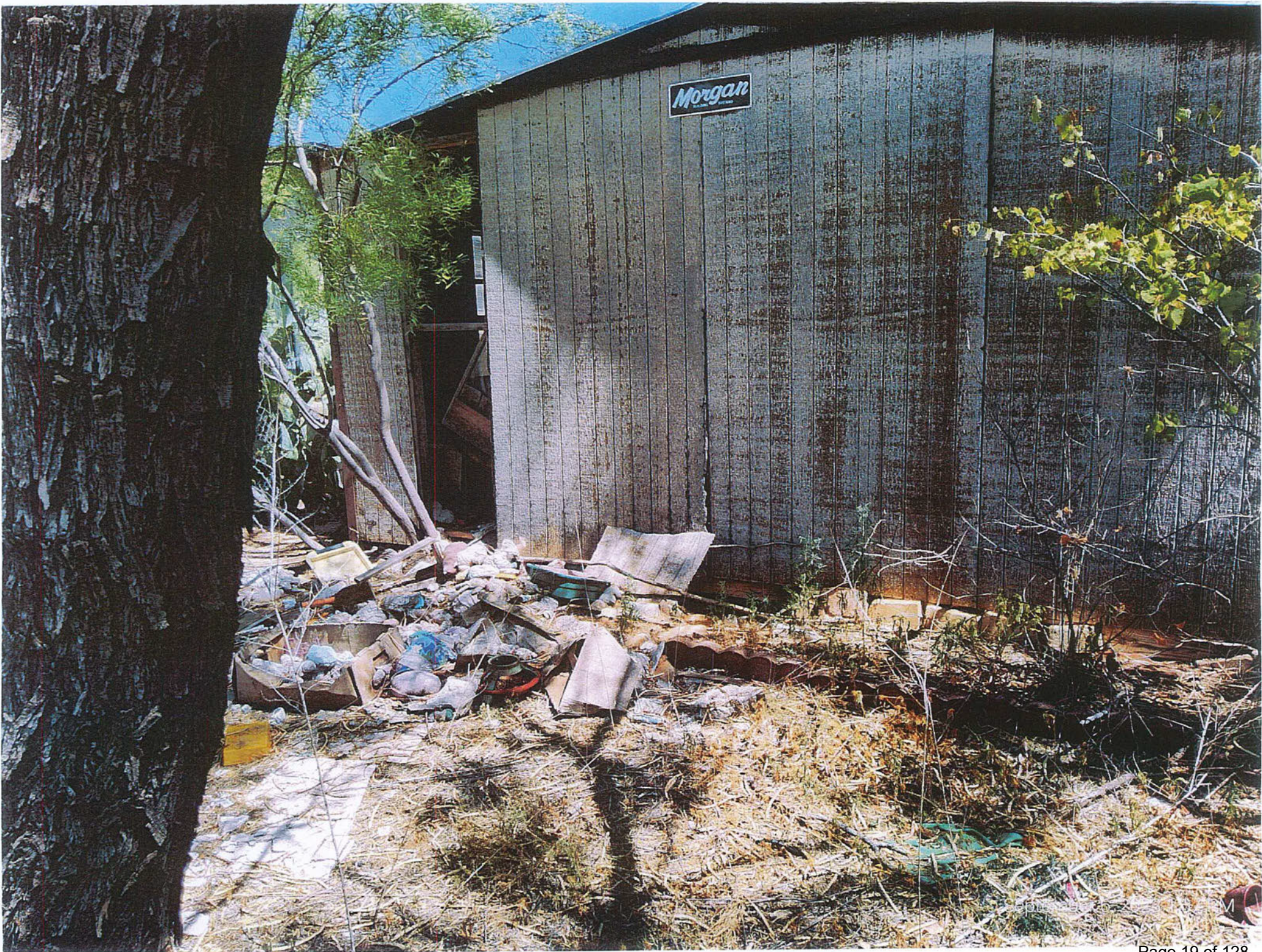
September 6, 2023 1:36 PM



September 6, 2023 1:36 PM



September 6, 2023 1:36 PM





September 6, 2023 1:37 PM





September 6, 2023 1:38 PM



September 6, 2023 1:18 PM



September 6, 2023 1:18 PM



September 6, 2023 1:38 PM







September 20, 2023 3:15 PM

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September 20, 2023 3:16 PM

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STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY FELIX RODRIGUEZ**

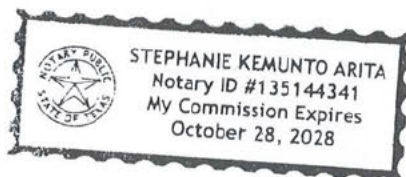
“The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 5th day of February, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of February, 2025
by the above referenced Affiant.



Stephanie Kemunto Arta
Notary Public, State of Texas

Exhibit A-5



City of Big Spring, TX
NOTIFICATION OF CODE VIOLATION
217 East 3rd St., Big Spring, TX 79720
Ph: 432-264-2504 Fax: 432-264-7024

FINAL NOTICE OF VIOLATION

23-00000125

JANSCH FRANCINE T & JANSCH DAVID L
10341 W INDIAN CREEK RD
SAN ANGELO, TX 76901

Subject Property: 1500 STADIUM , BIG SPRING, TX 00000
APN: 284248

Dear JANSCH FRANCINE T & JANSCH DAVID L

This is a follow-up notice regarding the subject address where code violations persist. As you are aware, on you were sent a notice regarding this matter.

Your property was recently reinspected and no progress was observed. You must make the following correction(s) by or contact Code Enforcement to get this matter resolved promptly.

Municipal Code	Description	Corrective Action
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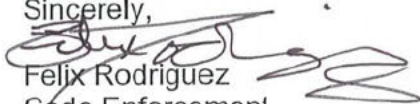
SUBSTANDARD STRUCTURE	304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1.Structural members have deterioration or distress that appears to reduce their load-carrying capacity.2.The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations have deterioration or distress that appears to reduce their load-carrying capacity.3.Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.4.Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or watertight.5.Reserved.6.Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.7.Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.8.Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.9.Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.10.Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.11.Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes, and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.12.Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.13.Chimneys, cooling towers, smokestacks, and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.	three substandard buildings on property in backyard. that are dangerous and unsafe to the public. Deadline for compliance seven(7) days from the date of mailing.
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After , an inspection of your property will take place to verify compliance. Should this notice resolve the concern, no further action will be taken. However, please be advised, if a property owner or resident does not comply, further code enforcement action will be required.

Should you have questions regarding this notice, you may contact the undersigned at or by email at frodriguez@mybigspring.com.

Thank you for helping to resolve this matter.

Sincerely,


Felix Rodriguez
Code Enforcement



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

January 31, 2025

Estate of Francine T. Jansch & David L. Jansch
10341 W. Indian Creek Rd.
San Angelo, Texas 76901

Estate of Francine T. Jansch & David L. Jansch
1500 Stadium
Big Spring, Texas 79720

Re: 1500 STADIUM, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LOT 1, BLOCK 6, NORTH BELVUE SUBDIVISION,
Howard County

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who	The structure in the back is in disrepair and needs to be brought up to Code. The structure is neglected, damaged, dilapidated, unsecured, and abandoned so as to constitute an attractive nuisance. Hazardous condition.

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. 11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.	
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects. 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and in capable of supporting all nominal loads and resisting all load effects.	The structural members appear to have deteriorated. There is missing roofing. The roof appears to admit rain and has signs of deterioration. The exterior walls have holes, cracks, breaks, loose and rotting materials. 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.	Exterior walls need repair.
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	The roof has defects that admit rain and is not sound and not tight.

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.	
304.13 Windows, skylight and door frames. Every window, skylight and door frame shall be kept in sound condition, good repair and weather tight.	Windows and doors are not in sound condition, good repair, or weather tight.

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

Corrective Action Sought by Code Compliance

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

REPAIR OR DEMOLISH AND REMOVE
of BACK STRUCTURE.

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

Issued by

Felix Rodriguez

Name

Code Enforcement Officer

Title

+1 (432) 264-2507

Phone

frodriguez@mybigspring.com

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, February 11, 2025** 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://codelibrary.amlegal.com/codes/bigspringtx>. See Big Spring City Code, Chapter 36, Property Maintenance Code of Big Spring; and 2021 International Property Maintenance Code, available for public inspection at the Office of the City Secretary at 310 Nolan St., Big Spring, Texas and available online for free at <https://codes.iccsafe.org/codes/i-codes>.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Felix Rodriguez', with a stylized flourish at the end.

Felix Rodriguez, Code Enforcement Officer
City of Big Spring, Texas

7022 0430 0000 4883 0670

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 \$ _____	1/31/2025 Postmark Here 1500 STADIUM Final Notice (Sub.)
Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent To Estate of Francine T. Jansch & David L. Jansch Street and Apt. No., or PO Box No. 10341 W. Indian Creek Rd City, State, ZIP+4® San Angelo, TX 76901 PS Form 3800, April 2015 PSN 753002 000 9047 See Reverse for Instructions	

7022 0430 0000 4883 0670

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 \$ _____	1/31/2025 Postmark Here 1500 STADIUM Final Notice (Sub.)
Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____	
Postage \$ _____	
Total Postage and Fees \$ _____	
Sent To Estate of Francine T. Jansch & David L. Jansch Street and Apt. No., or PO Box No. 1500 Stadium City, State, ZIP+4® San Antonio, TX 78201 PS Form 3800, April 2015 PSN 753002 000 9047 See Reverse for Instructions	

ALERT: WINTER STORMS IN THE MIDWEST THROUGH THE NORTHEAST AND WILDFIRES AN...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

70220410000048830687

Copy

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

Latest Update

Your item arrived at our USPS facility in EL PASO TX DISTRIBUTION CENTER on February 4, 2025 at 6:19 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
February 4, 2025, 6:19 pm

Vacant

BIG SPRING, TX 79720
February 1, 2025, 2:56 pm

See All Tracking History

Feedback

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

Text & Email Updates

USPS Tracking Plus®

Product Information



See Less ^

Tracking Number:

Remove X

70220410000048830670

Copy

Schedule a Redelivery (<https://tools.usps.com/redelivery.htm>)**Latest Update**

We attempted to deliver your item at 2:03 pm on February 3, 2025 in SAN ANGELO, TX 76901 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 February 4, 2025. If this item is unclaimed by February 18, 2025 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)**

SAN ANGELO, TX 76901

February 3, 2025, 2:03 pm

Arrived at Post Office

SAN ANGELO, TX 76902

February 3, 2025, 6:53 am

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

See More v

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

STATE OF TEXAS

§

§

COUNTY OF HOWARD

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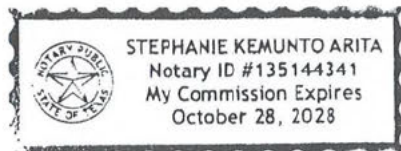
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for February 11, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on January 31, 2025.”

SIGNED on the 5th day of February, 2025.


AFFIANT

SWORN TO AND SUBSCRIBED before me this 5th day of February, 2025
by the above referenced Affiant.



Stephanie Kemunto Arita
Notary Public, State of Texas

Exhibit A-6



Code Enforcement

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

NOTICE OF PUBLIC HEARING CONCERNING PUBLIC NUISANCE

NOTICE IS HEREBY GIVEN THAT THE BIG SPRING HEARING BOARD WILL HOLD A PUBLIC HEARING ON **FEBRUARY 11TH, 2025, 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, HOWARD COUNTY, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

1500 STADIUM – LEGAL DESCRIPTION: LOT 1, BLOCK 6, NORTH BELVUE SUBDIVISION
– OWNER: FRANCINE T JANSCH & DAVID L JANSCH

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



January 31, 2025 10:21 AM

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

The City Council of the City of Big Spring, Texas, met in a REGULAR AGENDA in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, January 28, 2025, with the following members present in person:

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

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
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
GARY GIVENS	Assistant 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

Sgt. Michael Calley gave the invocation.

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

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

Public Comment

Public Comment

There were no public comments at this time.

Announcements, Presentations and Public Hearings

Open Public Hearing

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 206 NE 6TH (REAR), BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 38, WILLIAM B CURRIE SUBDIVISION – OWNER: LUPE REYES / MANUEL REYES / CARRIE CHRISTINE LOYA

MOTION WAS MADE BY Council Member Ornelas to abate the above captioned property (206 NE 6th St.), 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 Hearing

MOTION WAS MADE BY Mayor Moore to close the above captioned public hearing, 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

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 1
- Update - Rollout Publication
- Reminder - Chamber of Commerce Banquet - January 30, 2025

- Reminder - Howard County Day at the Capital - February 5 & 6, 2025

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 1 picked up 20 tons of items; Public notices were sent out on rollouts describing the responsibility of the customer to roll it out to the curb for pick up and back in; Reminders that the Chamber Banquet is January 30th and Howard County Day is February 5th & 6th; also announced that this was Sgt. Mike Calley's last meeting as he will be retiring; Council Member Ornelas thanked the Young Marines for their help with the Large Item Pickup in his district.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of January 14, 2025.

Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meetings of October 17, 2024 and November 21, 2024.

Final Reading of a Resolution Supporting the Proposed Project for the Texas Department of Housing and Community Affairs for 2025 Competitive 9% Housing Tax Credit for the Big Spring Lofts Project; and Providing an Effective Date

Final Reading of a Resolution Granting the Consent of the City of Big Spring, Texas, to the Creation of Howard County Emergency Services District No. 1; Providing for the Repeal of Conflicting Legislation; Providing for Severability; 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.

Final Reading of a Resolution Amending the Authorized Representatives Empowered to Transmit and Withdraw Funds from TexStar; and Providing an Effective Date

Final Reading of an Ordinance Amending Chapter 38 of the Big Spring City Code "Administration," Article II "City Council," By Repealing Section 38-9 "Curfew for Minors"; Providing for Severability; and Providing for an Effective Date

Final Reading of an Ordinance Amending Ordinance Number 028-2024 Which Adopted the Annual Budget for the City of Big Spring, Texas for the Fiscal Year Beginning October 1, 2024 and Ending September 30 2025 by Increasing the Airpark Fund for the Purpose of Conducting an Airfield Pavement Study; Providing for Severability; and Providing an Effective Date.

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

YEAS: Mayor Moore, Council Member Ornelas, Council Member Hughes, 6

Council Member Wilkerson, Mayor Pro Tem Tompkins, Council Member Moreno

NAYS: None

0

MOTION PASSED

Vouchers

Vouchers for 01/17/25 \$ 2,692,041.14

Vouchers for 01/24/25 \$ 1,264,901.73

Council Member Ornelas reviewed the above captioned vouchers.

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

Bids

Consideration and Possible Action on Awarding a Bid for the 2024 Water and Sewer Line Replacement Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Starks Construction in the amount of \$971,674.50, 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

Consideration and Possible Action on Awarding a Bid for a Fairway Mower for the Comanche Trail Golf Course and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Baroness in the amount of \$64,370.00, 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

Consideration and Possible Action on Awarding a Bid for ADA Compliant Parking Lot at the Comanche Trail Park and Authorizing the City Manager or His Designee to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to award the above captioned bid to Permian Paving in the amount of \$68,750.00, 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

New Business

First Reading of a Resolution Calling for a General Election to be Held on May 3, 2025 for the Purpose of Electing One Person to Serve as Mayor of the City of Big Spring and One Person to Serve as City Council Member for District Five; Providing for the Conduct of the Election; Designating Several Polling Places; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election; and Providing for Severability

MOTION WAS MADE BY Council Member Hughes to approve the above captioned 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

Consideration and Possible Action of an Election Services Contract with the Howard County Elections Administrator and Authorizing the City Manager or His Designee to Execute any Necessary Documents

The above captioned item was postponed until next City Council meeting.

Consideration and Possible Action of a Joint Election Agreement with Big Spring Independent School District and Authorizing the Mayor to Execute any Necessary Documents

MOTION WAS MADE BY Council Member Hughes to approve the above captioned agreement, 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

Consideration and Possible Action Authorizing an Event Funding Request from CVB to Desert Athletics Fitness Council for a Together Trail Race.

MOTION WAS MADE BY Council Member Hughes to approve the above captioned event funding, 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

Boards and Committees

Consideration and Possible Action on the Below Listed Board Regarding an Expired Term of 9/30/2024:

Zoning Board of Adjustments

Dist. 5 - Veronica Zuniga Reappointment

MOTION WAS MADE BY acclamation to reappoint Veronica Zuniga to the Zoning Board of Adjustments.

Council Input

Input

Council Member Ornelas thanked code enforcement for their hard work and thanked Shane for resolving an issue for him.

Council Member Wilkerson thanked Shane for his help

Mayor Pro Tem Tompkins asked City Manager look into some Fire Department leadership training for the Captains and Battalion Chiefs and thanked city staff for working on getting the message out on the roll out trash containers.

Council Member Moreno encouraged citizens to apply for school districts and city jobs.

Adjourn

Mayor Moore adjourned the City Council meeting at 5:55 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, December 17, 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, December 17, 2024, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on December 13, 2024, to Board of Directors, the news media, and duly posted on December 13, 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, December 17, 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 November 19, 2024, Regular Meeting, Consideration/Action to Approve November Investment Report and Financials, Directors Report, Executive Session, Action as a Result of Executive Session, Board Comment, and Adjourn".

Directors Present:

Mr. Kevin Armstrong- Secretary/Treasurer
Mr. Raul Benavides
Mr. Cody Williams
Mr. Brent Strande

Directors Absent:

Ms. Anna Scott- President
Mr. Joel De La Garza- Vice President

Staff Present:

Mr. Mark Willis
Ms. Teresa Morris

Guests that signed in: Carl Reid, Debbye ValVerde

AGENDA ITEM #1 – Call to Order/Invocation and Pledge:

Mr. Armstrong called the meeting to order at 5:20 p.m. Mr. Benavides led the invocation and pledge.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3- Action on Minutes of the November 19, 2024, Regular Meeting:

Mr. Armstrong presented the Minutes. The motion to accept the Minutes was made by Mr. Strande seconded by Mr. Williams. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #4- Consideration/Action to Approve November Investment Report and Financials

Mr. Armstrong presented the investment report and financials, and Mr. Benavides made a motion to approve seconded by Mr. Strande. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #5- Directors Report:

Projects: THE EIGHT CROSS ELL LEGAL DOCUMENTS ARE COMPLETED AND SIGNED BY ALL OF THE PARTIES INVOLVES. THOSE DOCUMENTS AND FINAL PLANS FOR THE INFRASTRUCTURE PROJECT(S) ARE NOW BEING REVIEWED BY THE ECONOMIC DEVELOPMENT AGENCY THROUGH A PROCESS THAT COULD TAKE UP TO TWO MONTHS. AFTER THE SUCCESSFUL REVIEW THE CITY CAN BEGIN THE BIDDING PROCESS, the EDC Director and Associate Director completed their required bi-annual Public Funds Investment Act (PFIA) training, the Associate Director completed the required bi-annual Sales Tax training program, the EDC, Associate Director is leading the efforts to organize the coming Howard County summit, the EDC

Associate Director is playing a major role in coordinating team for the Howard County Day at the Legislature in Austin, the Executive Director presented the EDC proposed \$100,000 budget amendment concerning staffing and succession plans to the City Council. The Council only approved the \$20,000 portion of the proposal associated with the Executive Director's retirement payout in September. Meetings: The EDC Director attended the monthly County Group meeting, presented to the Big Spring Friday Rotary Club, attended the Delek Citizens Advisory Meeting, participated in 2 city staff meetings and 2 city council meetings. EDC staff continue to work with the School to Industry program planning initiative. The next Board meeting is tentatively scheduled for January 21st.

AGENDA ITEM #6- Adjourn into Executive Session in Accordance with Texas Government Code, Section 551.087 to Discuss or Deliberate Prospect Activity and Texas Government Code, Section 551.074 to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

AGENDA ITEM #7- Action as a Result of Executive Session:

A motion to approve the renewal of the Executive Directors contract was made by Mr. Strande, seconded by Mr. Benavides. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

AGENDA ITEM #8-Board Comments: Mr. Strande is enthusiastic that the contracts for the growth and development of the west sector have been signed and looking forward to seeing the development come to fruition. Mr. Williams and Mr. Benavides concurred. Mr. Armstrong concurred as well and added his expressed frustration with the city council involving the disregard of the decisions that the board makes.

AGENDA ITEM #9- Adjourn:

Mr. Armstrong called for a motion to adjourn. The motion to adjourn was made by Mr. Williams, seconded by Mr. Strande. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 6:05 pm on December 17, 2024.

ATTEST:

Mr. Raul Benavides, Board Member

Brent Strande

Cody Williams
Mr. Kevin Armstrong, Secretary/Treasurer

Mr. Cody Williams, Board Member

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A GENERAL ELECTION TO BE HELD ON MAY 3, 2025 FOR THE PURPOSE OF ELECTING ONE PERSON TO SERVE AS MAYOR OF THE CITY OF BIG SPRING AND ONE PERSON TO SERVE AS CITY COUNCIL MEMBER FOR DISTRICT FIVE; PROVIDING FOR THE CONDUCT OF THE ELECTION; DESIGNATING SEVERAL POLLING PLACES; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; AND PROVIDING FOR SEVERABILITY.

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

SECTION 1. A General Election shall be held on the 3rd day of May, 2025 for the purpose of electing of electing one person to serve as Mayor of the City of Big Spring and one person to serve as City Council Member for District Five in accordance with the Constitution and Laws of the State of Texas and the Charter of the City of Big Spring, Texas, and the manner of holding said election shall be governed by the laws of the State regulating general elections, the City Charter, and this Resolution.

SECTION 2. Each candidate shall make application in writing to the City Secretary for the candidate's name to appear on the official ballot no later than 5:00 p.m. of the sixty-second (62nd) before election day but no earlier than the thirtieth (30th) day before the date of the filing deadline, as required by sections 1.007 and 143.007 of the Texas Election Code. The application shall clearly designate the residence address of the candidate. Each candidate must reside in the city limits of the City of Big Spring. A candidate for Mayor may reside anywhere within the city limits shall have been a resident citizen of the City of Big Spring for a period of one (1) year immediately preceding the date of the election at required by Art. IV, Sec. 5 of the City Charter. A candidate for City Council District Five (5) must reside within District Five (5) and shall have been a resident citizen of the City of Big Spring District Five (5) for a period of one (1) year immediately preceding the date of the election as required by Art. IV, Sec. 5 of the City Charter.

SECTION 3. Only qualified electors under the general laws of the state who reside in the City of Big Spring city limits shall be qualified to vote for the office of Mayor; and only qualified electors under the general laws of the state who reside in the City District Five (5) shall be qualified to vote for the office of District Five (5).

SECTION 4. Voting by personal appearance during early voting and on election day shall be by a ballot scanning system, DRE (Direct Recording Electronic) System for curbside voting and by official paper ballot for early voting by mail and for provisional ballots. Early voting by personal appearance will be conducted at the Election Center for Howard County located at 2006 FM 700. Early voting will be held on weekdays beginning April 21, 2025 (12th day before election day but due to San Jacinto Day being a legal holiday, early voting will not be conducted

on this date early voting will **begin on April 22, 2025**) and ending April 29, 2025 (4th day before election day). The early voting polling place shall be open to the public from 7:00 a.m. to 7:00 p.m. on Monday, April 28, 2025 and Tuesday, April 29, 2025 and from 8:00 a.m. to 5:00 p.m. on all other days.

SECTION 5. The polling places on election day will be at the following vote center locations:

Dorothy Garrett Coliseum
1001 Birdwell Lane

Ryan Hall
605 North Main

Sand Springs Baptist Church
201 East 24th Street

Coahoma Community Center
306 North Ave.
Coahoma, TX

The polling places shall be open to the public from 7:00 a.m. to 7:00 p.m.

SECTION 6. Mayor Robert H. Moore III is hereby authorized to execute and have posted notice of said election in accordance with the law.

SECTION 7. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable and if any phrase, clause, sentence, paragraph or section be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, said unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ day of _____, **2025**, with all members present voting “aye” for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the ____ day of _____, **2025**, with all members present voting “aye” for passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



INTEROFFICE MEMORANDUM

Date: Wednesday February 5, 2025

To: Mayor Robert H. Moore and Big Spring City Council Members

CC: Todd Darden, City Manager

From: Albert Belez, Purchasing Agent

Subject: Purchase Approval - Zero Turn Mower

Action Requested: Request City Council's approval to purchase a 72" John Deere Zero Turn Mower, model Z950M ZTRAK for the McMahon-Wrinkle Airpark.

Background Information: This unit will replace a 2015 Scag Zero Turn Mower that has been in service for ten years. The 2015 Scag ZT Mower is among the oldest mowers in the Airpark's inventory, and the service center has recommended its retirement due to its age and a bad engine. The estimated cost for a new engine is \$6,000.

Financial Considerations:

Expenditure amount requested:	\$ 12,807.88
What fund/department account will this amount be drawn from?	Airpark Fund/410-Airpark
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year? Explain.	No

Vendor Bids/Quotations: We received four formal responses to our request for quotes. Kubota of Odessa returned a "No Bid," stating that they were unable to meet the specifications. John Deere from Tornillo, Texas provided a quote of \$12,807.88. Bobcat of Midland submitted a quote of \$15,090.95, while Grasshopper from Moundridge, Kansas offered a quote of \$19,507.50.

Staff Opinion as to Feasibility and Timeline: The quote provided by John Deere is a cooperative quote from Sourcewell. At present, the anticipated lead time for the ZTRAK mower from John Deere is two months from the date of order. Additionally, the vendor indicated that with appropriate maintenance, the ZTRAK mower is expected to have a lifespan of 8 to 10 years.

Staff recommendation: It is our recommendation to proceed with the purchase of the John Deere Zero Turn Mower, Model Z950M ZTRAK from John Deere located in Tornillo, TX

Select up to 4 models to compare specifications	John Deere Z950M ZTrak™ Zero-Turn Mower
Engine Manufacturer/model	FX850V
Engine power	Gross at 3,600 rpm 27 hp 20.1 kW
Fuel tank capacity	11.5 U.S. gal. 43.5 L
Mower deck size	60-in. (152-cm) 7Iron™ PRO side-discharge 72-in. (183-cm) 7Iron™ PRO side-discharge 54-in. (137-cm) 7Iron™ PRO Mulch On Demand™ 72-in. (183-cm) FastBack™ PRO rear-discharge
Blade tip speed	7Iron PRO: Approximately 18,500 fpm 72-in. (183-cm) FastBack: Approximately 18,000 fpm
Transmission	Hydrostatic
Speed range	0-12 mph 0-19.3 km/h
Drive wheels	24x12-12
Caster wheels	13x6.5-6
Warranty	36 months or 1200 hours, whichever comes first. First 24 months, no hour limitation
Manufacturer/Model	FX850V

Power	Gross at 3,600 rpm 27 hp 20.1 kW
Displacement	52 cu in. 852 cc
Cylinders	Two
Crankcase capacity	With filter, 2.4 U.S. qt 2.3 L
Oil filter	Full flow, replaceable
Lubrication	Full pressure
Cooling	Air
Air cleaner	Pre-cleaner Yes Heavy-duty canister type with safety element



CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2024
1st QTR - 25%

GENERAL FUND

REVENUES	Original Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
40-FEES	19,744,800		19,744,800	3,303,908	16,440,892	16.73%
41-LICENSES & PERMITS	721,450		721,450	40,514	680,936	5.62%
42-GRANTS & OTHER AGENCIE	8,850		8,850	3,630	5,220	41.02%
44-FINES & FEES	206,505		206,505	43,550	162,955	21.09%
45-RECREATION	1,120,130		1,120,130	318,431	801,699	28.43%
46-INTEREST INCOME	300,000		300,000	1,945	298,055	0.65%
47-PROPERTY	2,301,150		2,301,150	244,076	2,057,074	10.61%
49-MISCELLANEOUS	2,471,457		2,471,457	77,580	2,393,877	3.14%
TOTAL REVENUES	26,874,342	-	26,874,342	4,033,633	22,840,709	15.01%
EXPENDITURES	Original Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
000-NON-DEPARTMENTAL	1,250,330		1,250,330	68,735	1,181,595	5.50%
110-CITY COUNCIL	169,312		169,312	64,630	104,682	38.17%
130-CITY MANAGER	326,625		326,625	87,694	238,931	26.85%
150-LEGAL	489,089		489,089	105,207	383,882	21.51%
170-SPECIAL PROJECTS	400,000		400,000	21,462	378,538	5.37%
180-ECONOMIC DEVELOPMENT	-	1	-	82,109	(82,109)	0.00%
190-PLANNING	10,625		10,625	1,615	9,010	15.20%
120-FINANCE DEPARTMENT	814,597		814,597	188,866	625,731	23.19%
140-INFORMATION TECHNOLOG	394,169		394,169	195,398	198,771	49.57%
160-HUMAN RESOURCES	585,094		585,094	160,731	424,363	27.47%
200-POLICE	6,526,412		6,526,412	1,646,000	4,880,412	25.22%
201-NARCOTICS TASK FORCE	221,902		221,902	12,724	209,178	5.73%
240-ANIMAL CONTROL	480,334		480,334	111,638	368,696	23.24%
210-FIRE	6,180,027		6,180,027	1,655,947	4,524,080	26.80%
230-FIRE MARSHAL	190,459		190,459	53,606	136,853	28.15%
220-MUNICIPAL COURT	361,589		361,589	106,800	254,789	29.54%
300-CODE ENFORCEMENT/INSP	677,888		677,888	201,927	475,961	29.79%
310-GENERAL MAINTENANCE	83,753		83,753	17,362	66,391	20.73%
320-STREETS	4,162,807		4,162,807	368,930	3,793,877	8.86%
370-PARKS	877,072		877,072	150,664	726,408	17.18%
375-SPORTS COMPLEX	608,246		608,246	180,890	427,356	29.74%
380-AQUATIC CENTER	482,764		482,764	42,850	439,914	8.88%
390-GOLF COURSE	1,145,844		1,145,844	268,356	877,488	23.42%
410-LAKE	79,665		79,665	5,073	74,592	6.37%
420-CITY HALL	94,700		94,700	44,095	50,605	46.56%
000-NON-DEPARTMENTAL - DEBT SERVICE	227,314		227,314	13,866	213,448	6.10%
000-NON-DEPARTMENTAL - TRANSFERS	1,270,757		1,270,757	67,006	1,203,751	5.27%
TOTAL BUDGETED EXPENSES	28,111,374	-	28,111,374	5,924,182	22,187,192	21.07%
NET INCREASE (DECREASE)	(1,237,032)	-	(1,237,032)	(1,890,549)	(653,517)	

Overview - Revenues

November sales tax collections are \$901,361. This represents an increase of 4.33% over last year. December Sales taxes collections are \$824,450. This represents an increase of 6.63% over last year. Sales tax collections have risen slightly averaging 5.31% increase through December compared to the same periods last year. The total collection t-date is \$1,725,811 compared to last year's collection to-date of \$1,638,785.

Oil royalties have decreased considerably over last year. Revenues are 37.7% of what they were this time last year. The decline is natural and will continue unless there are additional wells drilled.

We will see revenue increase as property taxes are collected. Most property taxes are collected between January and May.

Overview - Expenditures

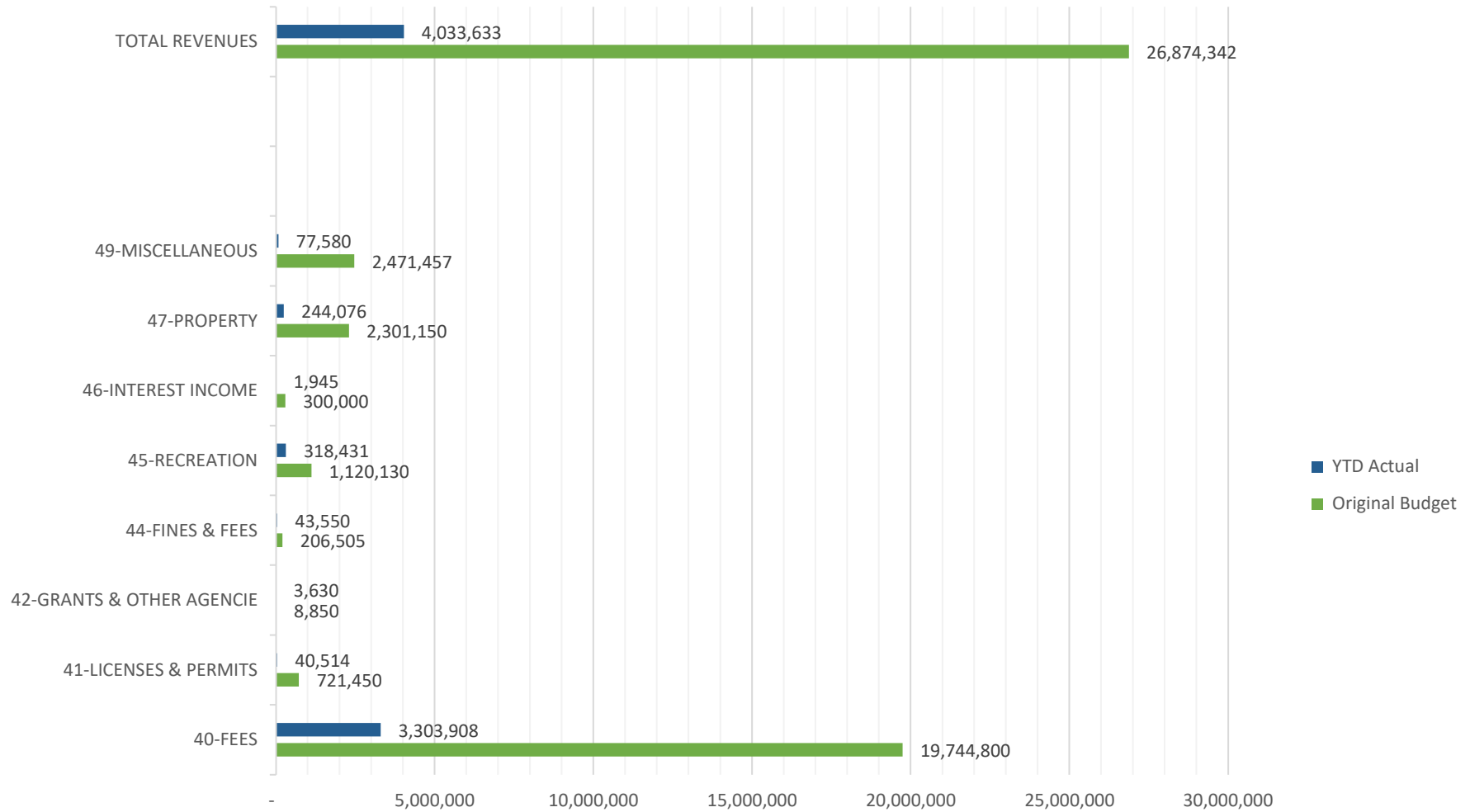
Expenditures are tracking right on budget.

Footnotes:

¹⁾ Economic Development reimburses the City for all payroll expenditures.

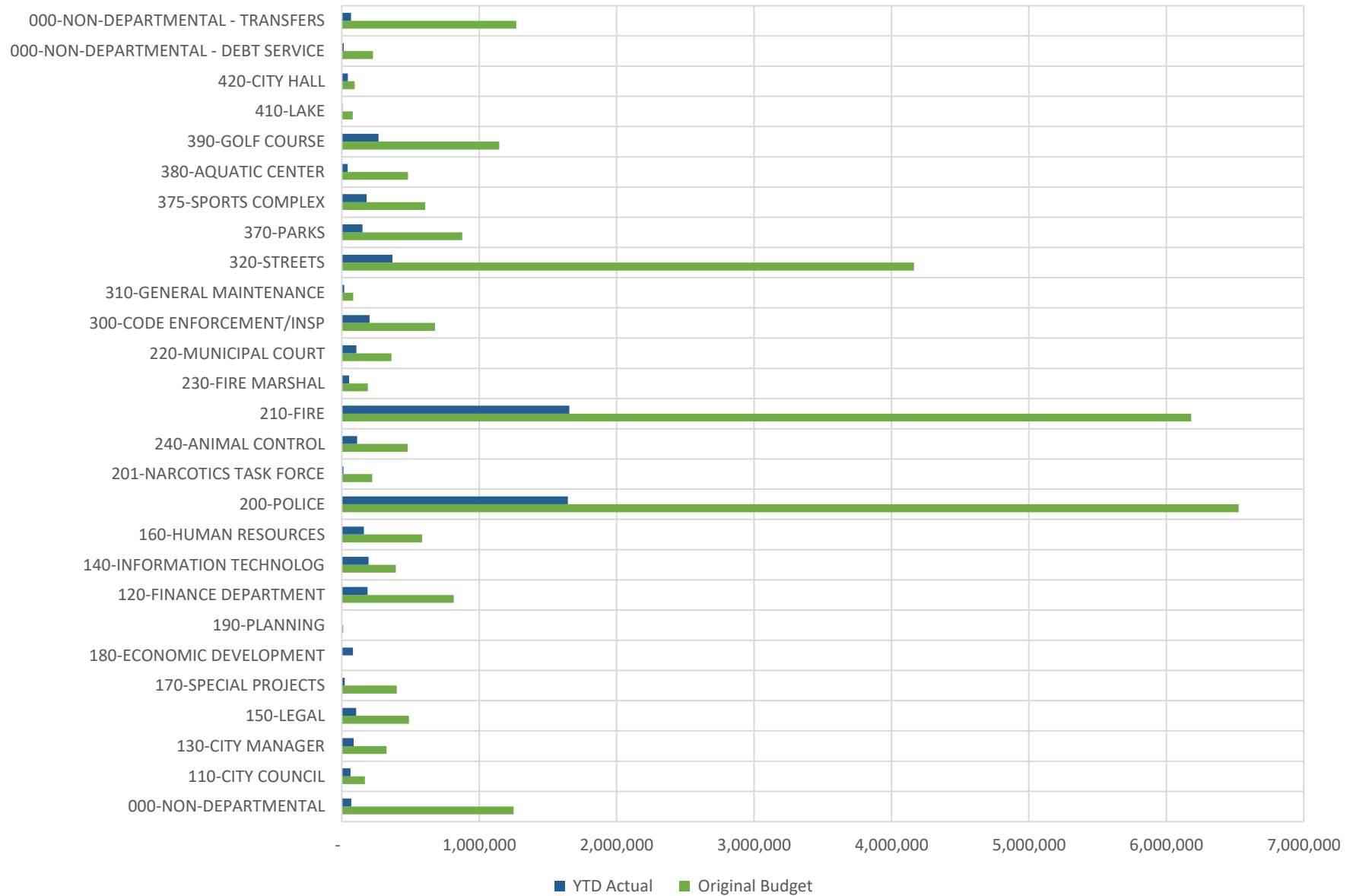
Budget Amendments:

General Fund-Revenues



	40-FEES	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCIE	44-FINES & FEES	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS		TOTAL REVENUES
■ YTD Actual	3,303,908	40,514	3,630	43,550	318,431	1,945	244,076	77,580		4,033,633
■ Original Budget	19,744,800	721,450	8,850	206,505	1,120,130	300,000	2,301,150	2,471,457		26,874,342

General Fund-Expenditures



CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2024
1ST QTR - 25%
HOTEL/MOTEL

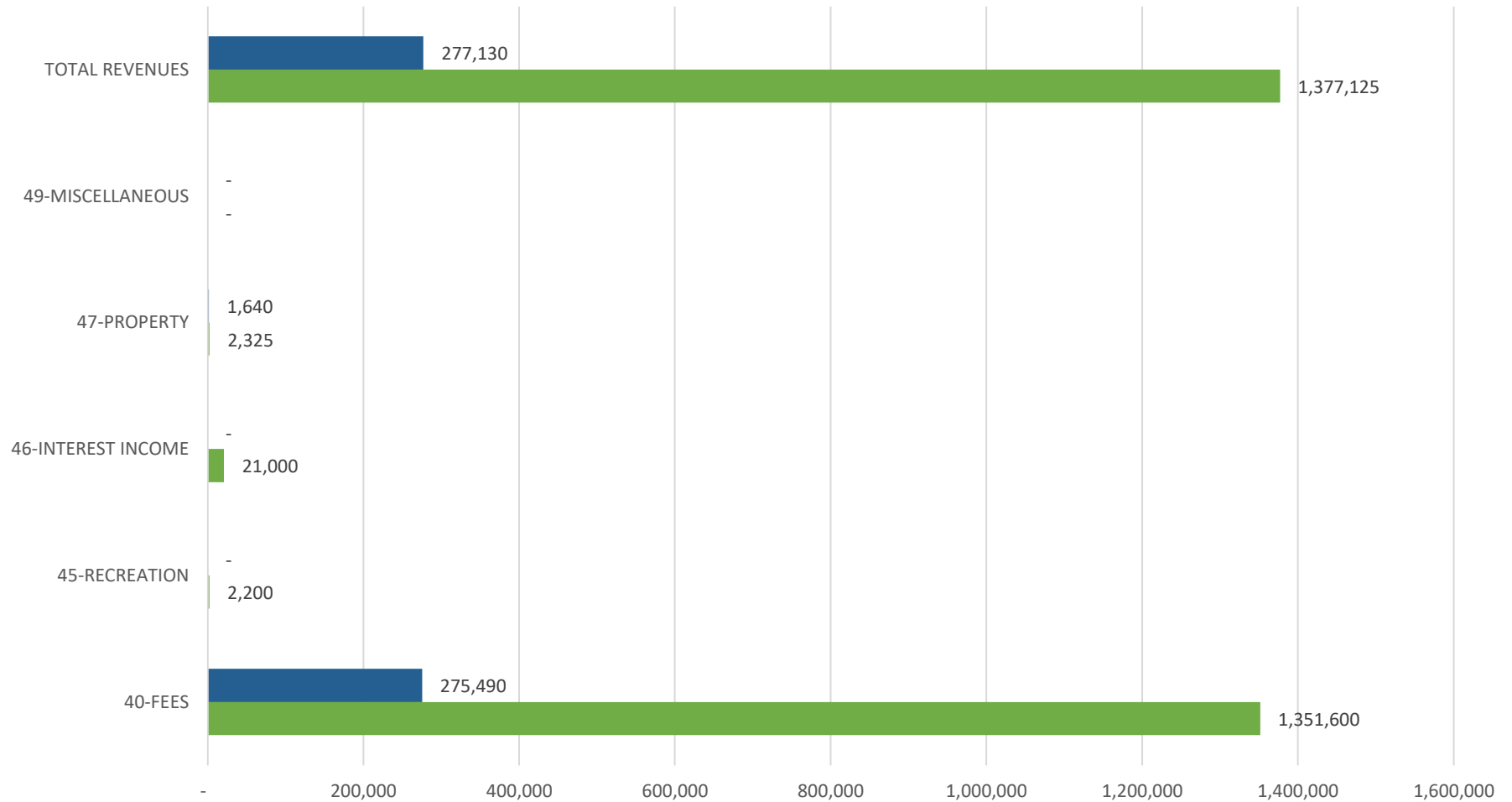
	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUE						
40-FEES	1,351,600		1,350,400	275,490	1,074,910	20.40%
45-RECREATION	2,200		2,200	-	2,200	0.00%
46-INTEREST INCOME	21,000		21,000	-	21,000	0.00%
47-PROPERTY	2,325		2,325	1,640	685	70.54%
49-MISCELLANEOUS	-		-	-	-	0.00%
TOTAL REVENUES	1,377,125	-	1,375,925	277,130	1,098,795	20.14%
EXPENDITURES	Revised Budget			YTD Actual	Budget Balance	% of Budget to Date
000-NON-DEPARTMENTAL	140,880		140,880	61,690	79,190	43.79%
510-DORA ROBERTS COMMUN.	175,000		175,000	-	175,000	0.00%
520-POTTON HOUSE	13,025		13,025	1,347	11,678	10.34%
530-AUDITORIUM	115,500		115,500	34,841	80,659	30.17%
540-SPECIAL PROJECTS	30,000		30,000	521	29,479	1.74%
560-CVB	774,155		774,155	258,933	515,222	33.45%
570-HISTORIC SPRING	30,750		52,500	5,348	47,152	10.19%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
000-NON-DEPARTMENTAL	-		-	-	-	0.00%
TOTAL BUDGETED EXPENSES	1,279,310	-	1,301,060	362,680	938,380	27.88%
NET INCREASE (DECREASE)	97,815	-	74,865	(85,550)	(160,415)	

Overview - Revenues

The Hotel Occupancy Tax (HOT) is tracking with last year's revenue.

Overview - Expenditures

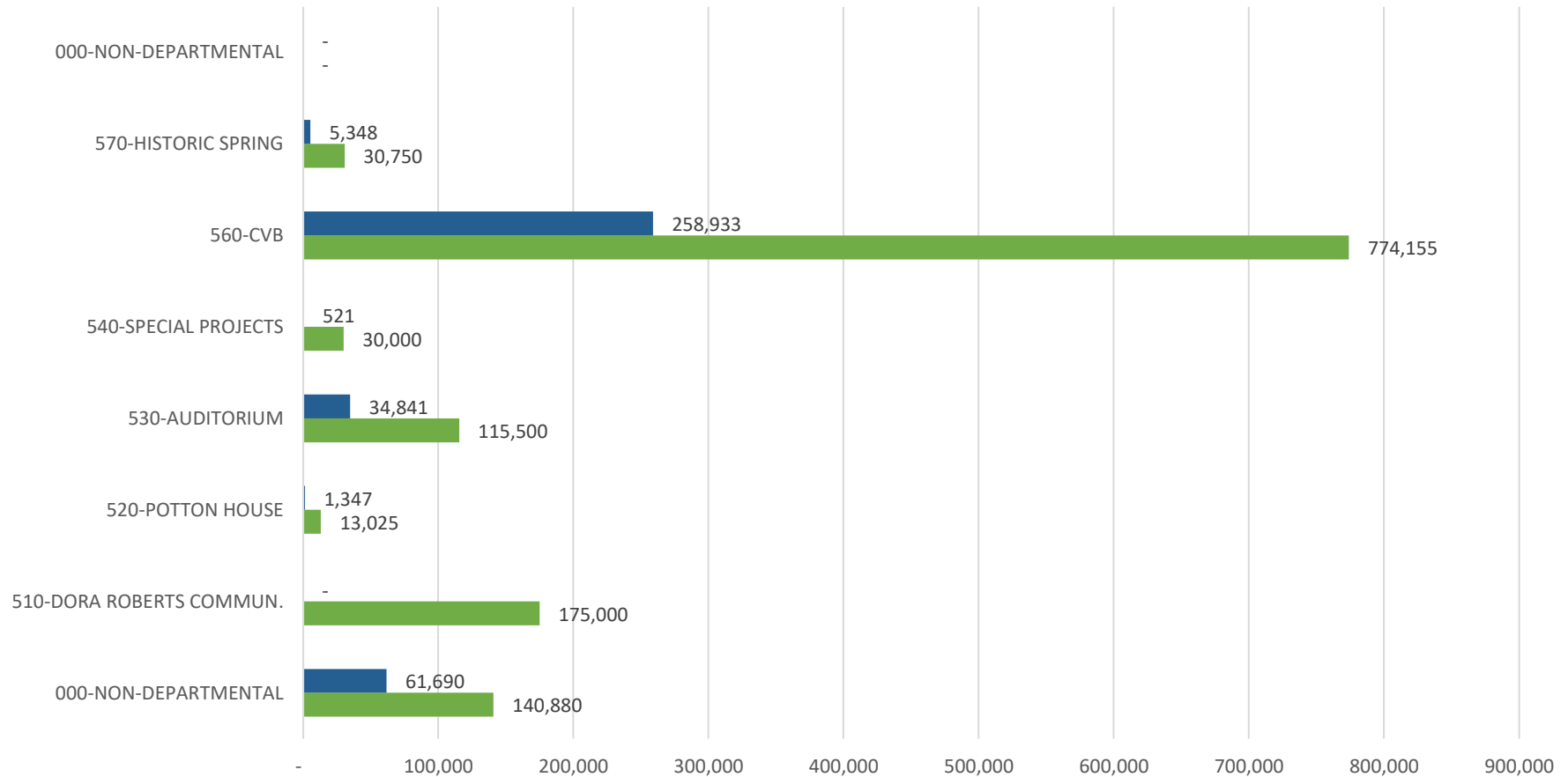
Hotel/Motel Fund-Revenues



	40-FEES	45-RECREATION	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	275,490	-	-	1,640	-	277,130
■ Revised Budget	1,351,600	2,200	21,000	2,325	-	1,377,125

■ YTD Actual ■ Revised Budget

Hotel/Motel-Expenditures



	000-NON-DEPARTMENTAL	510-DORA ROBERTS COMMUN.	520-POTTON HOUSE	530-AUDITORIUM	540-SPECIAL PROJECTS	560-CVB	570-HISTORIC SPRING	000-NON-DEPARTMENTAL
■ YTD Actual	61,690	-	1,347	34,841	521	258,933	5,348	-
■ Revised Budget	140,880	175,000	13,025	115,500	30,000	774,155	30,750	-

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2024
1st QTR - 25%
UTILITY FUND

	Revised Budget	Budget Amendment	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
42-GRANTS & OTHER AGENCIES (ARPA)	2,360,588		2,360,588	-		
43-GENERAL SALES/OTHER SE	13,186,700		13,186,700	2,800,468	10,386,232	21.24%
46-INTEREST INCOME	245,000		245,000	-	245,000	0.00%
48-TRANSFER FROM OTHER FU	-		-	-	-	0.00%
49-MISCELLANEOUS	19,700		19,700	2,812	16,888	14.28%
TOTAL REVENUES	15,811,988	-	15,811,988	2,803,280	13,008,708	17.73%
EXPENDITURES						
735-WATER OFFICE-CUSTOMER	848,455	¹	848,455	225,481	622,974	26.58%
000-NON-DEPARTMENTAL	5,080,364	²	5,080,364	594,363	4,486,001	11.70%
705-WATER TREATMENT	3,152,584		3,152,584	726,848	2,425,736	23.06%
710-DISTRIBUTION & COLLEC	4,351,515		4,351,515	749,808	3,601,707	17.23%
740-WASTEWATER TREATMENT	1,865,536		1,865,536	365,383	1,500,154	19.59%
745-MATERIAL CONTROL	242,194		242,194	57,243	184,951	23.64%
780-CITY HALL ANNEX	30,700		30,700	4,351	26,349	14.17%
000-NON-DEPARTMENTAL - DEBT SERVICE	60,950		60,950	24	60,926	0.04%
000-NON-DEPARTMENTAL - TRANSFERS	117,828		117,828	23,191	94,637	19.68%
409-ARPA/Multi Year Projects						
TOTAL BUDGETED EXPENSES	15,750,127	-	15,750,127	2,746,692	13,003,435	17.44%
NET INCREASE (DECREASE)	61,861	-	61,861	56,588	(5,273)	

Overview - Revenues

Water sales have increase slightly over this period last year by 7.4%.

Overview - Expenditures

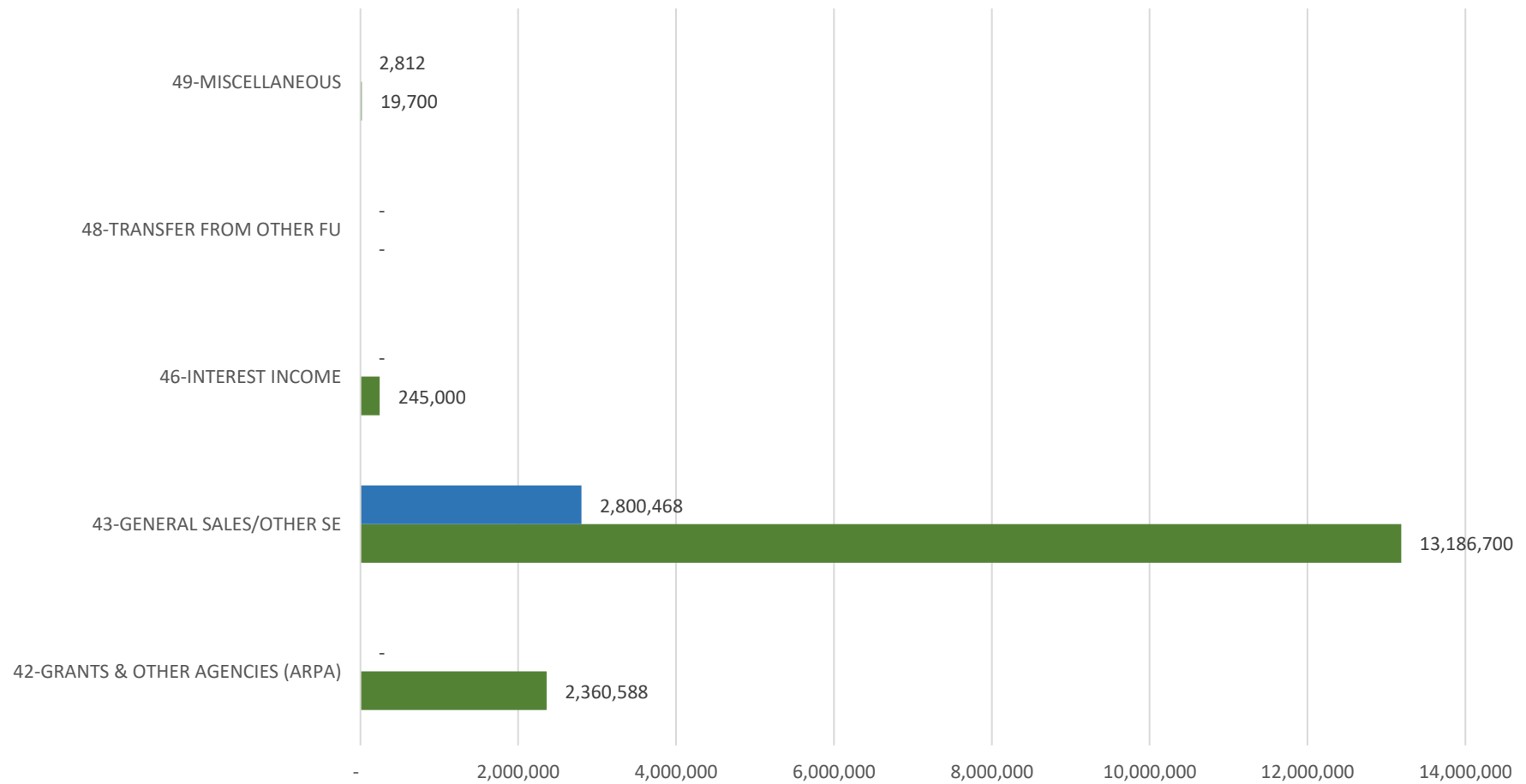
Footnotes:

¹ Install an ADA compliant door at the new Water Office

² Includes depreciation expense of \$1,668,973.

Budget Amendments

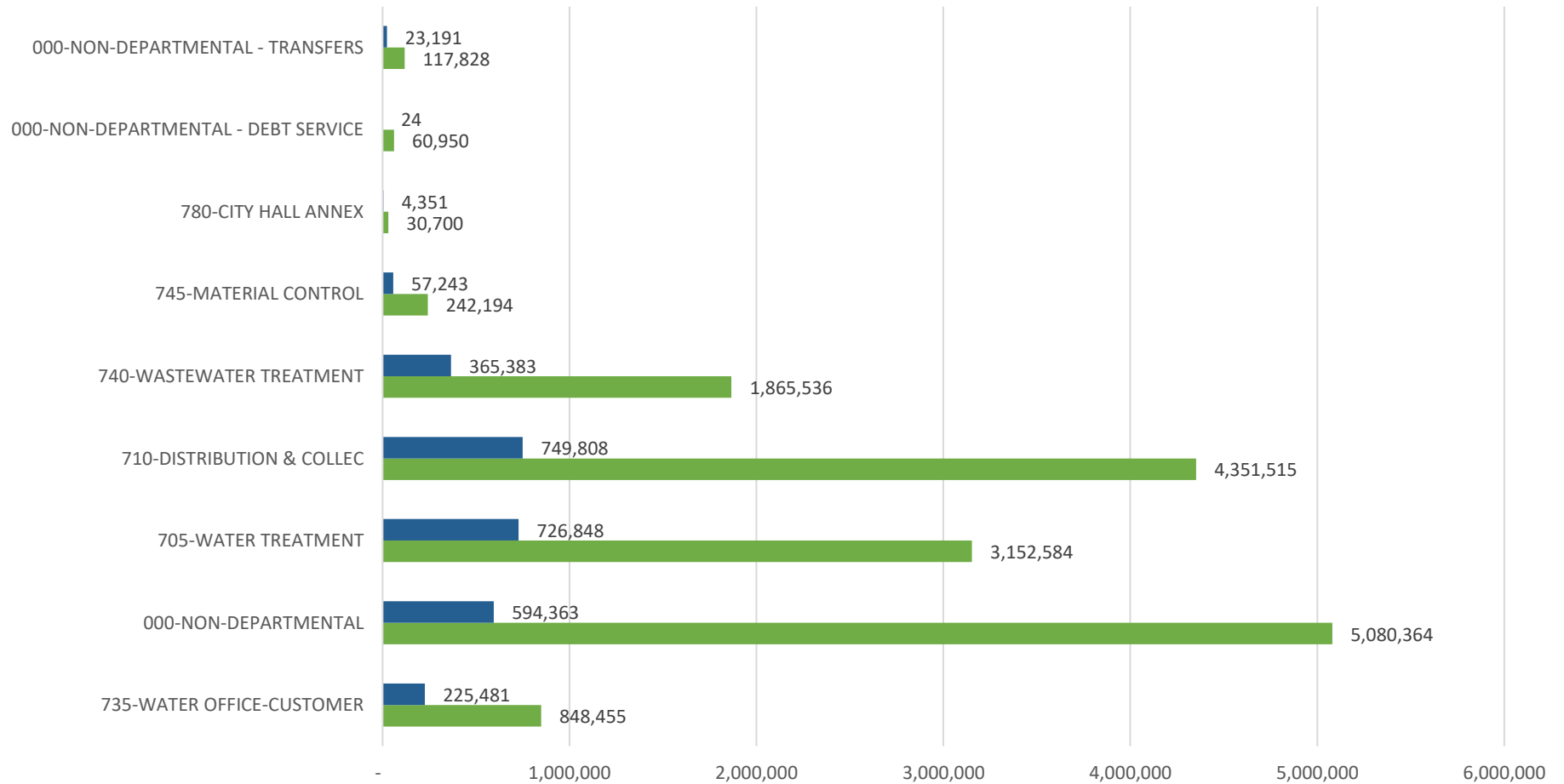
Utilities-Revenue



	42-GRANTS & OTHER AGENCIES (ARPA)	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	48-TRANSFER FROM OTHER FU	49-MISCELLANEOUS
■ YTD Actual	-	2,800,468	-	-	2,812
■ Revised Budget	2,360,588	13,186,700	245,000	-	19,700

■ YTD Actual ■ Revised Budget

Utilities-Expenditures



	735-WATER OFFICE- CUSTOMER	000-NON- DEPARTMENTAL	705-WATER TREATMENT	710- DISTRIBUTION & COLLEC	740- WASTEWATER TREATMENT	745-MATERIAL CONTROL	780-CITY HALL ANNEX	000-NON- DEPARTMENTAL - DEBT SERVICE	000-NON- DEPARTMENTAL - TRANSFERS
■ YTD Actual	225,481	594,363	726,848	749,808	365,383	57,243	4,351	24	23,191
■ Revised Budget	848,455	5,080,364	3,152,584	4,351,515	1,865,536	242,194	30,700	60,950	117,828

■ YTD Actual ■ Revised
Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2024
1st QTR - 25%
AIRPARK FUND

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
46-INTEREST INCOME	200,000		200,000	7,011	192,989	3.51%
47-PROPERTY	5,384,900		5,384,900	728,292	4,656,608	13.52%
49-MISCELLANEOUS	-		-	66,144	(66,144)	0.00%
TOTAL REVENUES	5,584,900	-	5,584,900	801,447	4,783,453	14.35%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
000-NON-DEPARTMENTAL	-	¹	-	318	(318)	
610-AIRPARK	5,258,764		5,258,764	1,103,661	4,155,103	20.99%
000-NON-DEPARTMENTAL - DEBT SERVICE	90,583		90,583	17	90,566	0.02%
000-NON-DEPARTMENTAL - TRANSFER	4,041		4,041	3,066		75.87%
TOTAL BUDGETED EXPENSES	5,353,388	-	5,353,388	1,107,062	4,246,326	20.68%
NET INCREASE (DECREASE)	231,512	-	231,512	(305,615)	537,127	

Overview - Revenues

The first quarter oil royalties were about 20% of last year's revenue. However, drilling activity in the area may result in additional revenues.

Overview - Expenses

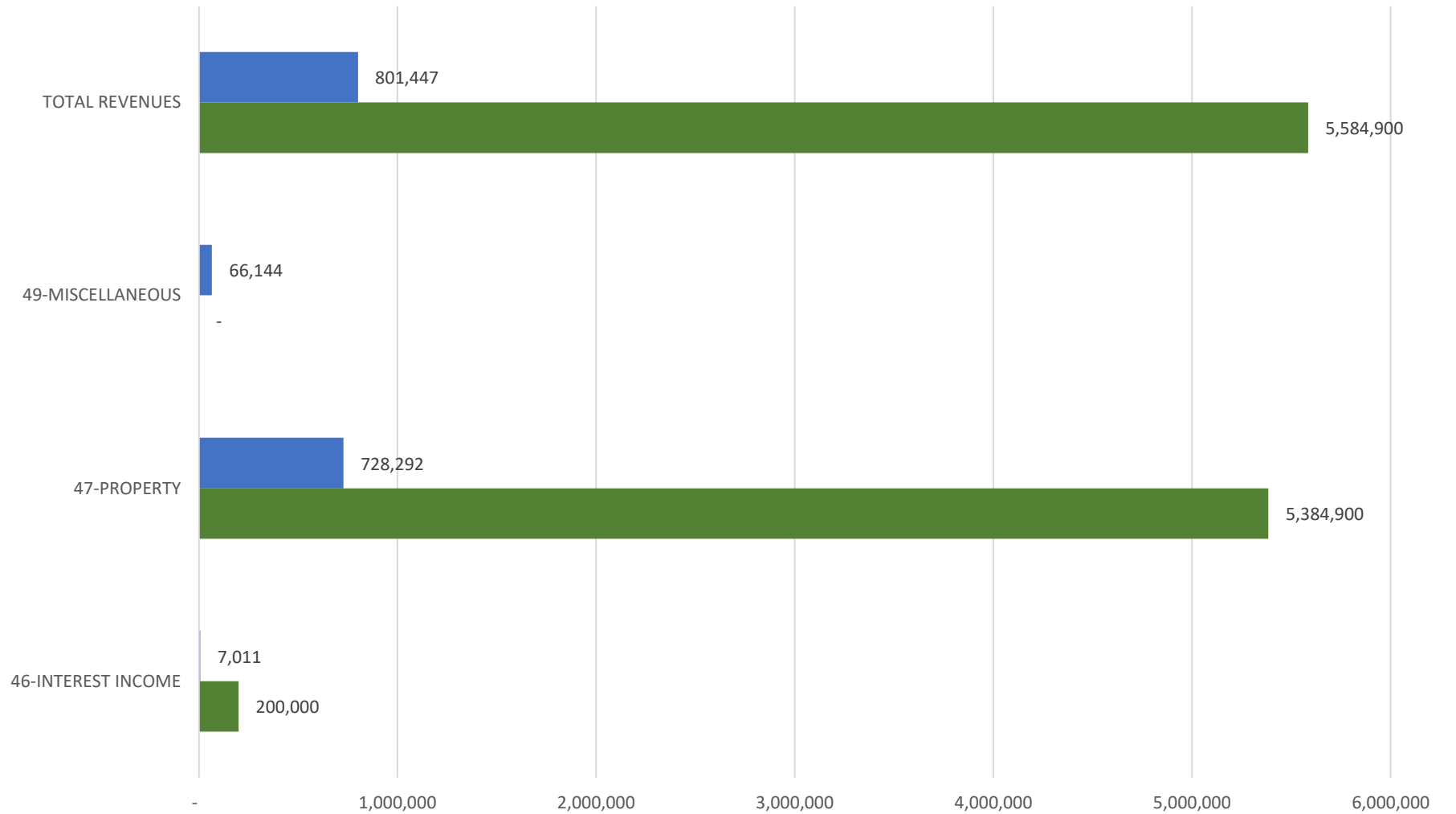
Footnotes:

¹ Credit Card Fees

Budget Amendments:

Added Position	43,654
Abatement & Demo	385,000
Kubota Tractor	45,000
Runway Striping & Marking	45,400
Hangar 25 Doors	60,000
Road Construction	48,450
Security Services - Hangar 25	46,020
	<u>673,524</u>

Airpark-Revenue

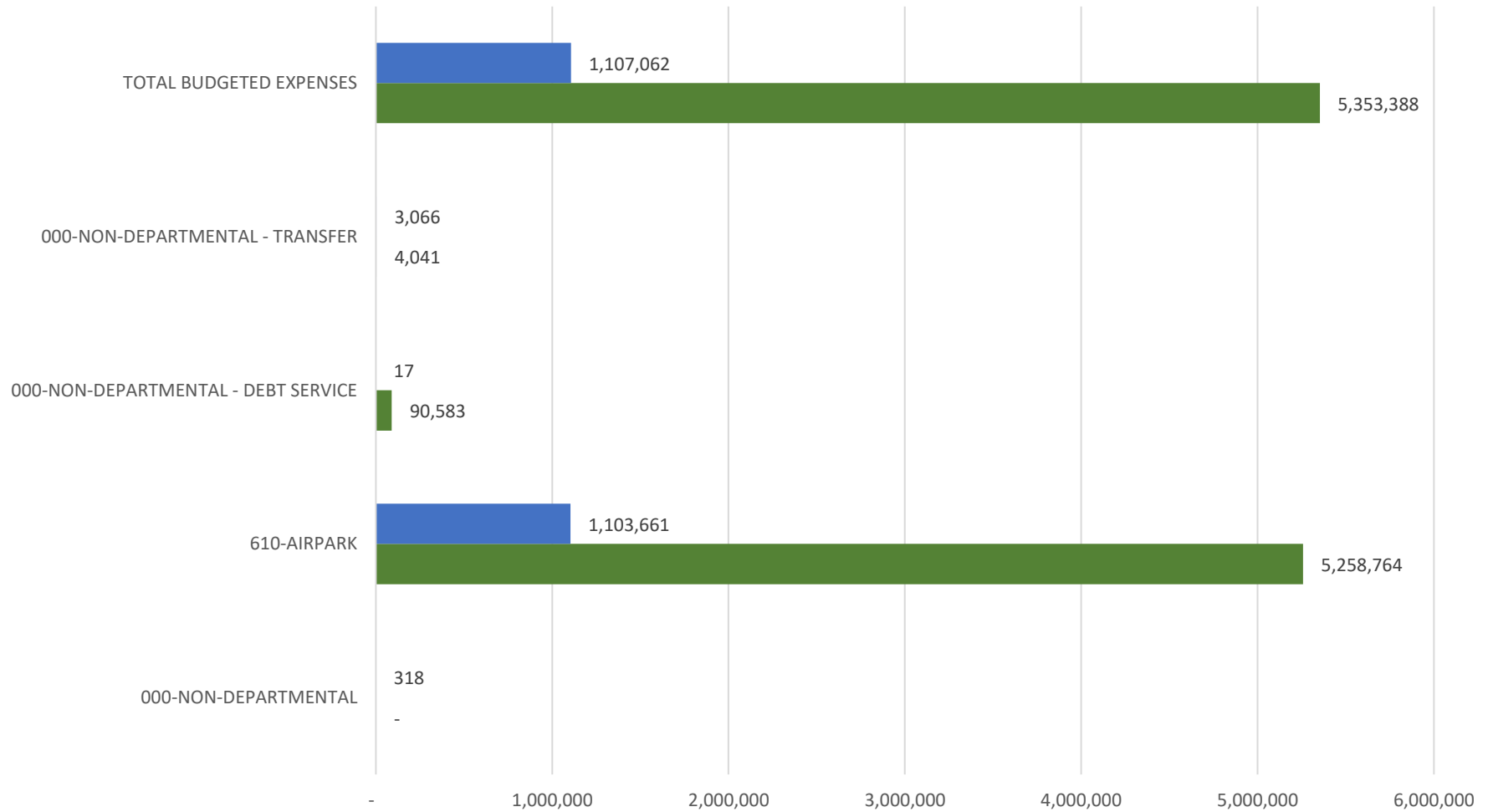


	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	7,011	728,292	66,144	801,447
■ Amended Budget	200,000	5,384,900	-	5,584,900

■ YTD Actual

■ Amended Budget

Airpark-Expenditures



	000-NON-DEPARTMENTAL	610-AIRPARK	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFER	TOTAL BUDGETED EXPENSES
■ YTD Actual	318	1,103,661	17	3,066	1,107,062
■ Amended Budget	-	5,258,764	90,583	4,041	5,353,388

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2024
1ST QTR - 25%
EMERGENCY MEDICAL SERVICES

REVENUE SUMMARY

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
42-GRANTS & OTHER AGENCIES	450,000		450,000	112,500	337,500	25.00%
46-INTEREST INCOME	-		-	-	-	0.00%
47-PROPERTY	-		-	2,704	(2,704)	#DIV/0!
48- TRANSFER FROM OTHER FUNDS	1,060,000		1,060,000	-	1,060,000	0.00%
49-MISCELLANEOUS	-		-	1,499	(1,499)	0.00%
TOTAL REVENUES	1,510,000	-	1,510,000	116,703	1,393,297	7.73%

DEPARTMENT EXPENSE SUMMARY

	Revised Budget		Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
EXPENDITURES						
012-MISCELLANEOUS		¹				
430-EMS	2,703,719		2,703,719	818,769	1,884,950	30.28%
000-NON-DEPARTMENTAL - DEBT SERVICE	23,737		23,737	67	23,670	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	8,706		8,706	7,496	1,210	86.10%
TOTAL BUDGETED EXPENSES	2,736,162	-	2,736,162	826,332	1,909,830	30.20%
		¹				
NET INCREASE (DECREASE)	(1,226,162)	-	(1,226,162)	(709,629)	(516,533)	

Overview - Revenues

The only income for EMS are the County's and City's annual contributions. Allegiance is receiving all the revenues since they are the ones making the calls.

Overview - Expenses

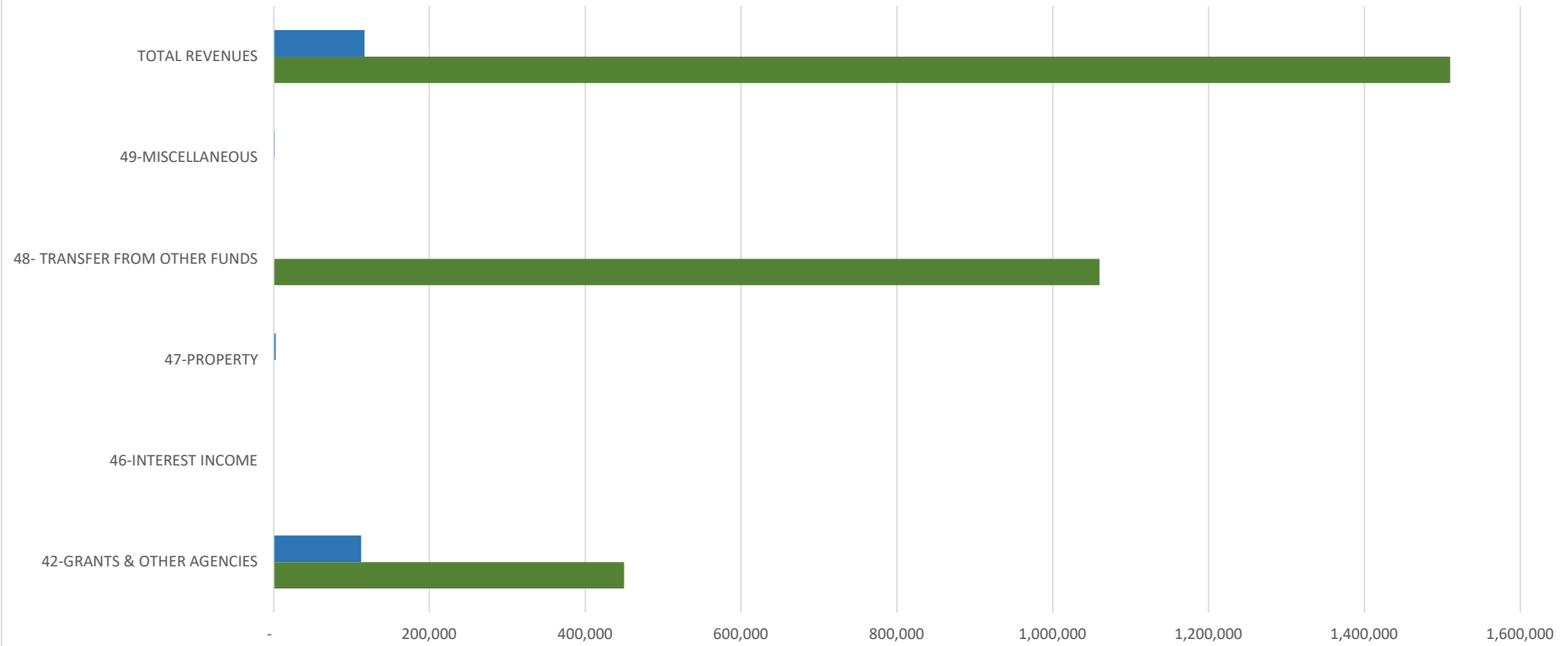
Expenses are below budget due to a change in staffing allocation. When we hired Allegiance, we moved all current staff to the General Fund. As we have been hiring the cadets are being staffed in the EMS Fund (lowest salaries). Personnel Services for Fund 430 is underbudget by \$814,567, which is representative of the staffing re-allocations to the General Fund.

Footnotes:

¹ Depreciation Expense

Budget Amendments	
Contract EMS Services	350,000
SCBA Equipment	18,030
	<u>368,030</u>

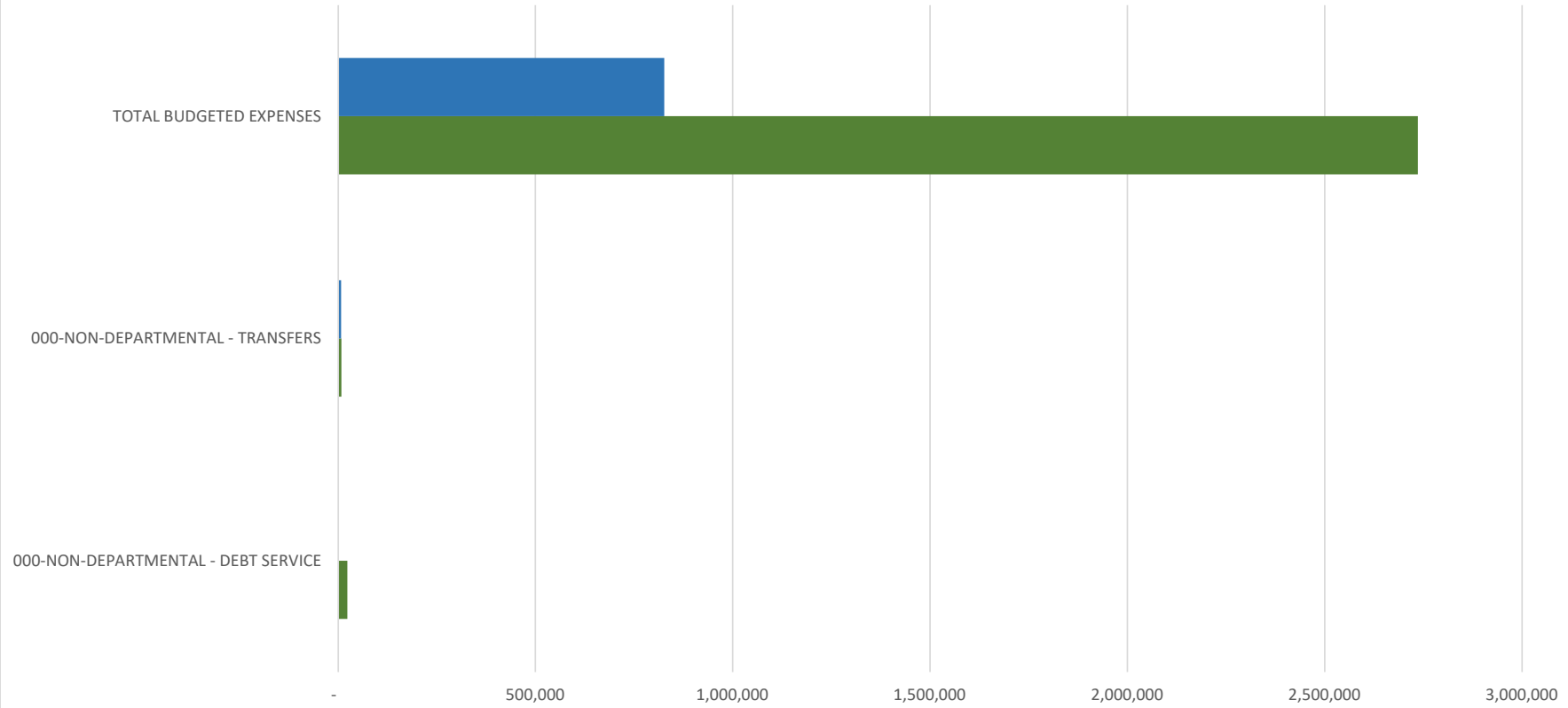
EMS-Revenue



	42-GRANTS & OTHER AGENCIES	46-INTEREST INCOME	47-PROPERTY	48-TRANSFER FROM OTHER FUNDS	49-MISCELLANEOUS	TOTAL REVENUES
■ YTD Actual	112,500	-	2,704	-	1,499	116,703
■ Amended Budget	450,000	-	-	1,060,000	-	1,510,000

■ YTD Actual ■ Amended Budget

EMS-Expenditures



	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS	TOTAL BUDGETED EXPENSES
■ YTD Actual	67	7,496	826,332
■ Amended Budget	23,737	8,706	2,736,162

■ YTD Actual ■ Amended Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2024
1st QTR - 25%
LANDFILL

	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
41-LICENSES & PERMITS	117,500		117,500	29,627	87,873	25.21%
42-GRANTS & OTHER AGENCIE	-		-	-	-	0.00%
43-GENERAL SALES/OTHER SE	2,479,600		2,479,600	522,315	1,957,285	21.06%
46-INTEREST INCOME	275,000		275,000	58,744	216,256	21.36%
48-TRANSFER FROM OTHER FUNDS	1,000,000		1,000,000	-	1,000,000	0.00%
49-MISCELLANEOUS	30		30	85	(55)	282.10%
TOTAL REVENUES	3,872,130	-	3,872,130	610,770	3,261,360	15.77%
EXPENDITURES	Revised Budget			YTD Actual	Budget Balance	% of Budget to Date
000-NON-DEPARTMENTAL				2,194		
350-LANDFILL	1,875,250		1,875,250	289,613	1,585,637	15.44%
000-NON-DEPARTMENTAL - DEBT SERVICE	73,439		73,439	74	73,365	0.00%
000-NON-DEPARTMENTAL - TRANSFERS	5,721		5,721	3,086	2,635	53.94%
TOTAL BUDGETED EXPENSES	1,954,410	-	1,954,410	294,968	1,661,637	15.09%
NET INCREASE (DECREASE)	1,917,720	-	1,917,720	315,803	1,599,723	

Overview - Revenue

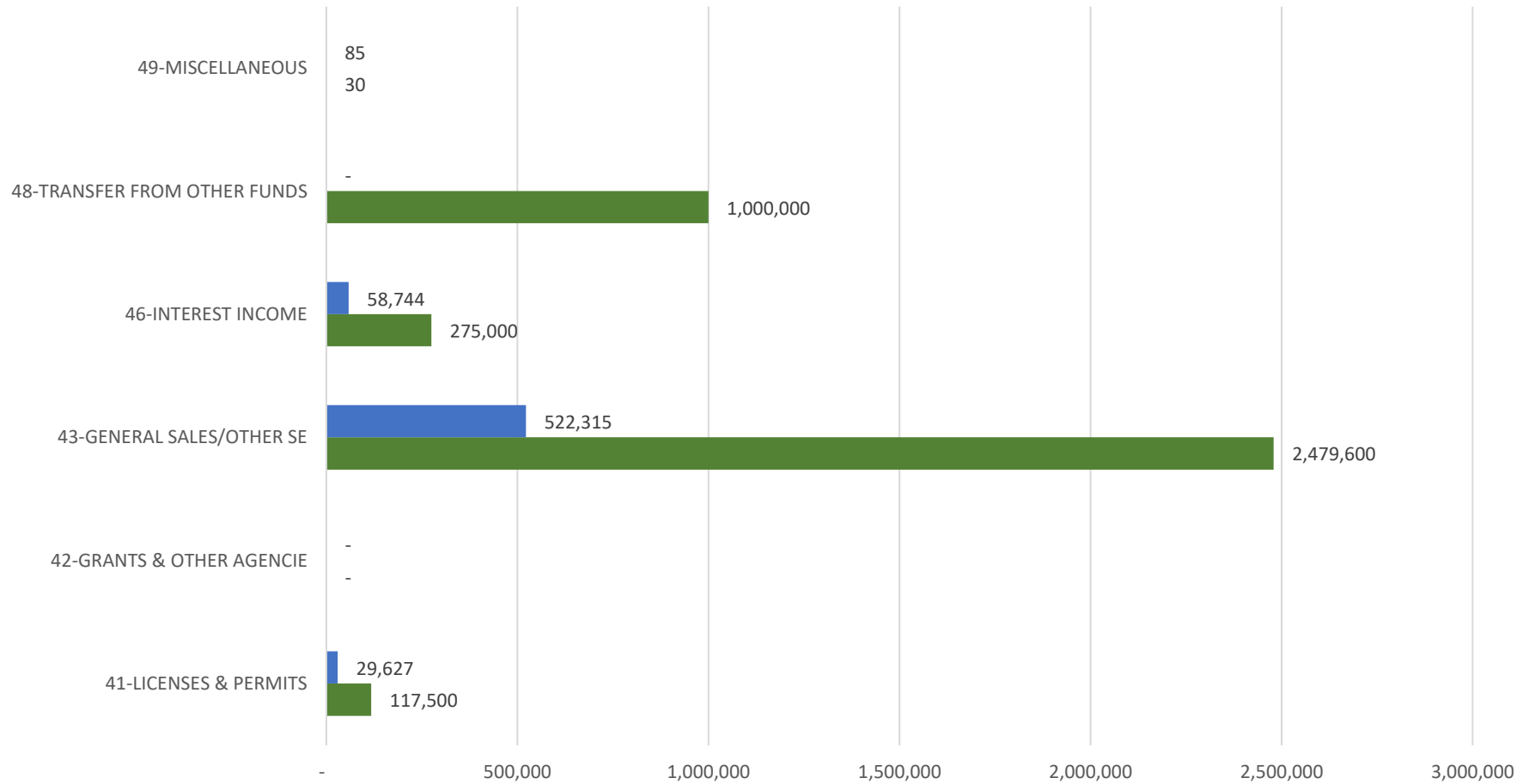
This chart compares 1st Qtr 23-24 to Current Fiscal Year

	23-24	24-25	Difference	% of Increase
from Sanitation	394,968	413,205	18,237	5%
Tipping	625,201	544,924	(80,277)	-13%
	1,020,169	958,129	(62,040)	-6%

Overview - Expenses

Budget Amendments

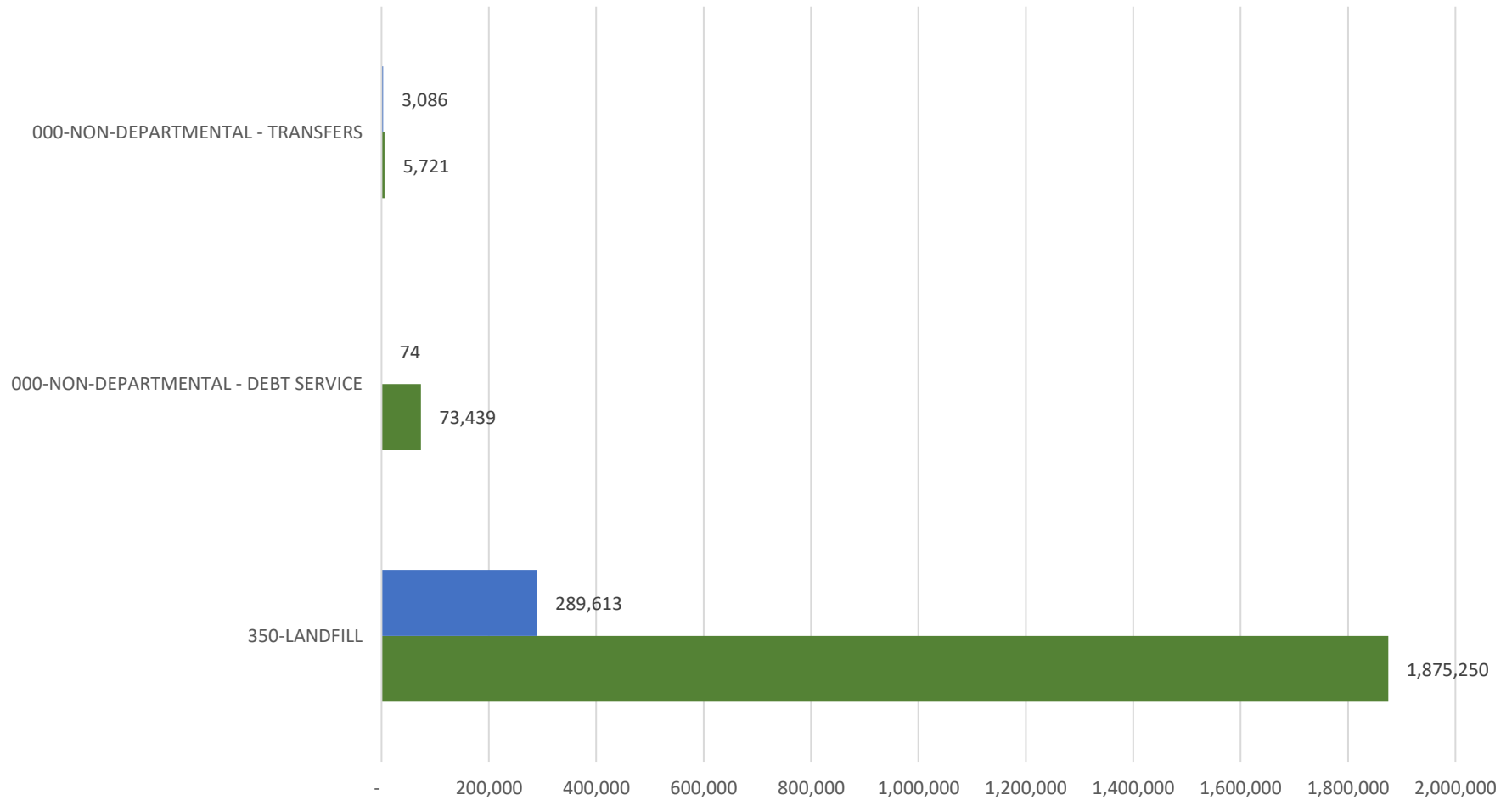
Landfill-Revenue



	41-LICENSES & PERMITS	42-GRANTS & OTHER AGENCIE	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	48-TRANSFER FROM OTHER FUNDS	49-MISCELLANEOUS
■ YTD Actual	29,627	-	522,315	58,744	-	85
■ Revised Budget	117,500	-	2,479,600	275,000	1,000,000	30

■ YTD Actual ■ Revised Budget

Landfill-Expenditures



	350-LANDFILL	000-NON-DEPARTMENTAL - DEBT SERVICE	000-NON-DEPARTMENTAL - TRANSFERS
■ YTD Actual	289,613	74	3,086
■ Revised Budget	1,875,250	73,439	5,721

■ YTD Actual ■ Revised Budget

CITY OF BIG SPRING
YEAR TO DATE OCTOBER 1, 2023 TO DECEMBER 31, 2024
1st QTR - 25%
SANITATION FUND

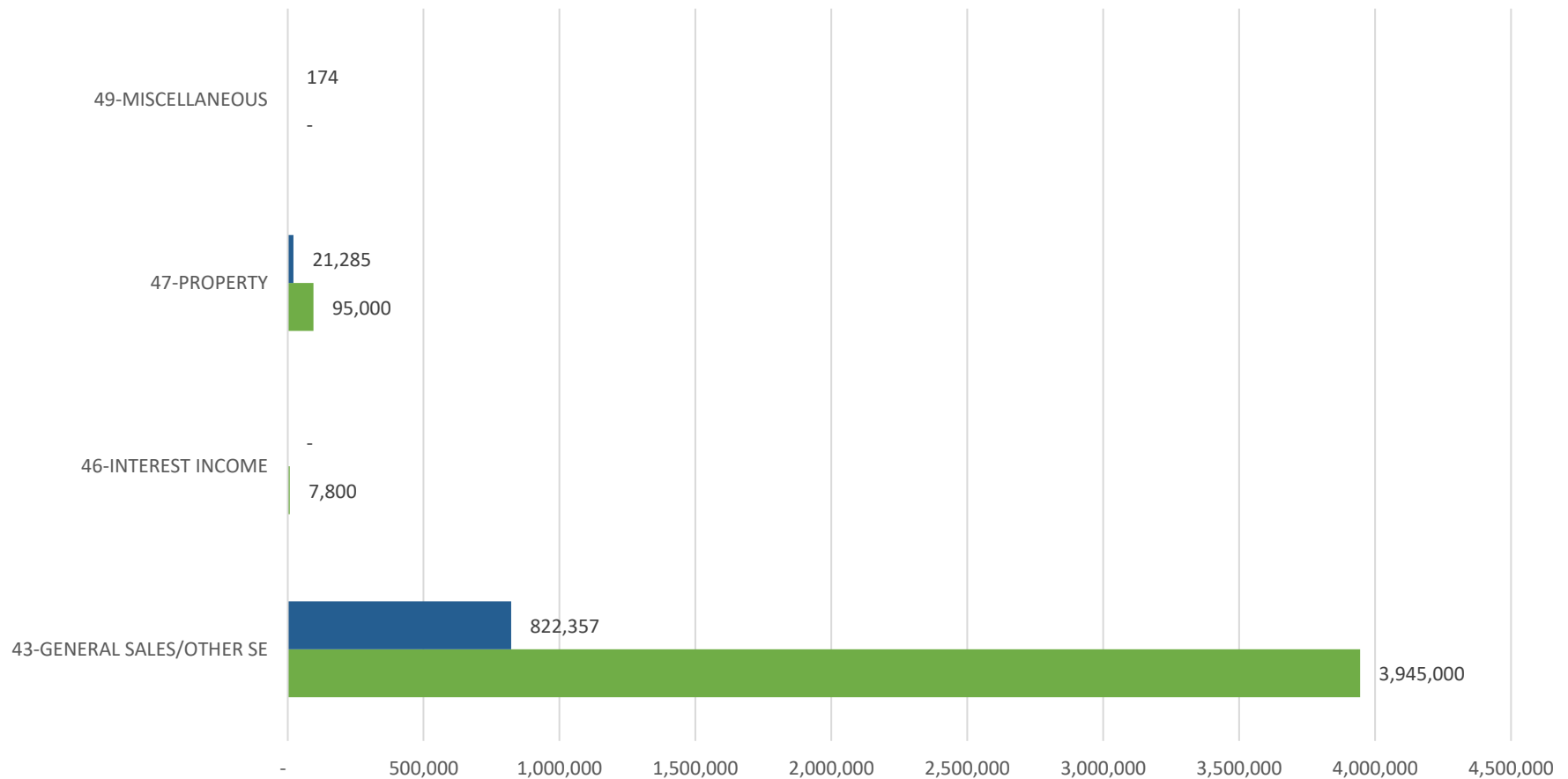
	Revised Budget	Budget Amendments	Amended Budget	YTD Actual	Budget Balance	% of Budget to Date
REVENUES						
43-GENERAL SALES/OTHER SE	3,945,000		3,945,000	822,357	3,122,643	20.85%
46-INTEREST INCOME	7,800		7,800	-	7,800	0.00%
47-PROPERTY	95,000		95,000	21,285	73,715	22.41%
49-MISCELLANEOUS	-		-	174	(174)	0.00%
TOTAL REVENUES	4,047,800	-	4,047,800	843,816	3,203,984	20.85%
EXPENDITURES						
330-SANITATION	4,689,394		4,689,394	637,260	4,052,134	13.59%
000-NON-DEPARTMENTAL - DEBT SERVICE	134,620		134,620	609	134,011	0.45%
000-NON-DEPARTMENTAL - TRANSFERS	1,019,486		1,019,486	3,086	1,016,400	0.00%
TOTAL BUDGETED EXPENSES	5,843,500	-	5,843,500	640,956	5,202,544	10.97%
NET INCREASE (DECREASE)	(1,795,700)	-	(1,795,700)	202,860	(1,998,560)	

Overview - Revenue

Revenue is trending about the same as last year for the first quarter.

Overview - Expenses

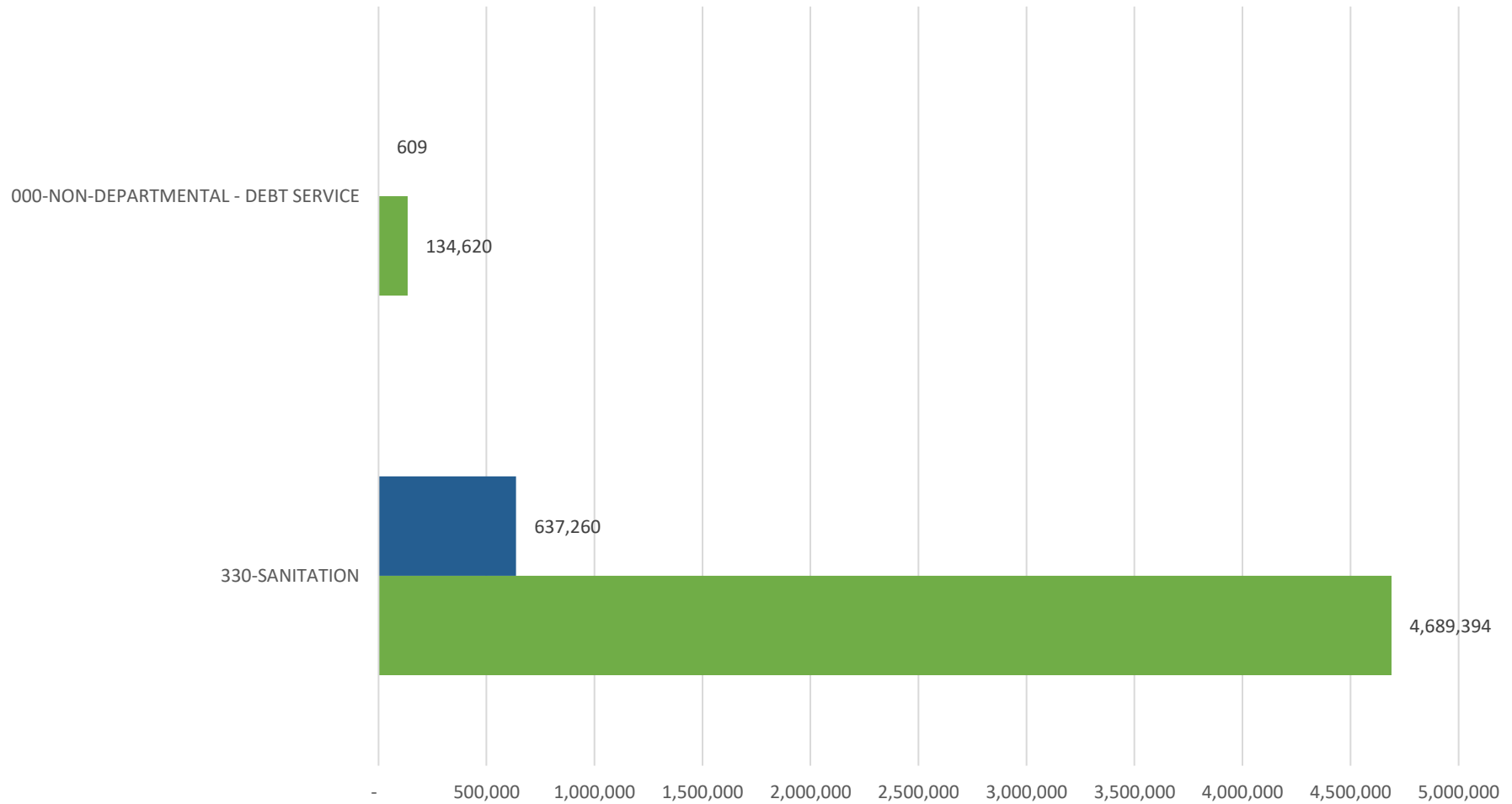
Sanitation-Revenues



	43-GENERAL SALES/OTHER SE	46-INTEREST INCOME	47-PROPERTY	49-MISCELLANEOUS
■ YTD Actual	822,357	-	21,285	174
■ Revised Budget	3,945,000	7,800	95,000	-

■ YTD Actual ■ Revised Budget

Sanitation-Expenditures



	330-SANITATION	000-NON-DEPARTMENTAL - DEBT SERVICE
■ YTD Actual	637,260	609
■ Revised Budget	4,689,394	134,620

■ YTD Actual ■ Revised Budget



Pooled Cash Report

Big Spring, TX

For the Period Ending 12/31/2024

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH				
002-1003-000	CLAIM ON CASH	17,208,676.29	(557,595.60)	16,651,080.69
002-1030-000	CASH-LIVING TREE MEM. ESCROW	3,799.28	0.00	3,799.28
002-1032-000	CASH-MUN COURT PMT PLAN FEES	113.93	65.11	179.04
110-1003-000	CLAIM ON CASH	1,831,321.88	105,125.15	1,936,447.03
130-1003-000	CLAIM ON CASH	101,166.50	(346.50)	100,820.00
140-1003-000	CLAIM ON CASH	24,287.67	564.98	24,852.65
141-1003-000	CLAIM ON CASH	0.00	0.00	0.00
142-1003-000	CLAIM ON CASH	12,527.50	410.68	12,938.18
143-1003-000	CLAIM ON CASH	8,549.84	608.96	9,158.80
144-1003-000	CLAIM ON CASH	163.03	10.20	173.23
145-1003-000	CLAIM ON CASH	3,303.93	155.01	3,458.94
160-1003-000	CLAIM ON CASH	44,662.61	0.00	44,662.61
170-1003-000	CLAIM ON CASH	281,612.03	(454.25)	281,157.78
180-1003-000	CLAIM ON CASH	104,409.36	0.00	104,409.36
182-1003-000	CLAIM ON CASH	139,027.66	0.00	139,027.66
183-1003-000	CLAIM ON CASH	71,221.69	0.00	71,221.69
185-1003-000	CLAIM ON CASH	0.08	0.00	0.08
258-1003-000	CLAIM ON CASH	(92,758.69)	44,100.54	(48,658.15)
259-1003-000	CLAIM ON CASH	217,056.15	14,109.54	231,165.69
405-1003-000	CLAIM ON CASH	12,937,511.70	(113,238.12)	12,824,273.58
408-1003-000	CLAIM ON CASH	(118,240.91)	0.00	(118,240.91)
409-1003-000	CLAIM ON CASH	(3,090,286.54)	(32,044.63)	(3,122,331.17)
410-1003-000	CLAIM ON CASH	22,648,166.88	(23,395.52)	22,624,771.36
410-1050-000	CASH IN BANK-CUSTOMER DEPOSITS	56,656.64	0.00	56,656.64
430-1003-000	CLAIM ON CASH	(1,118,648.65)	(103,353.91)	(1,222,002.56)
440-1003-000	CLAIM ON CASH	(4,530,055.91)	58,992.17	(4,471,063.74)
440-1005-000	CASH-LANDFILL CLOSURE	1,657,562.53	30,078.97	1,687,641.50
445-1003-000	CLAIM ON CASH	(618,583.71)	13,090.23	(605,493.48)
480-1003-000	CLAIM ON CASH	69,464.14	0.00	69,464.14
482-1003-000	CLAIM ON CASH	214,511.82	4,584.50	219,096.32
483-1003-000	CLAIM ON CASH	114,509.07	0.00	114,509.07
505-1003-000	CLAIM ON CASH	(47,627.09)	(1,243.26)	(48,870.35)
625-1003-000	CLAIM ON CASH	39,430.42	12,631.56	52,061.98
635-1003-000	CLAIM ON CASH	39,965.94	0.00	39,965.94
655-1003-000	CLAIM ON CASH	(65,410.19)	(1,615.05)	(67,025.24)
720-1003-000	CLAIM ON CASH	1,398,770.96	(195,963.71)	1,202,807.25
TOTAL CLAIM ON CASH		<u>49,546,837.84</u>	<u>(744,722.95)</u>	<u>48,802,114.89</u>
CASH IN BANK				
Cash in Bank				
999-1002-000	POOLED CHECKING	6,223,703.66	(576,064.18)	5,647,639.48
999-1060-000	CASH IN BANK PAYROLL	624,690.96	(168,405.34)	456,285.62
999-1080-000	SAFEKEEPING US BANK	32,894,909.63	(253.43)	32,894,656.20
999-1081-000	TEXPOOL INVESTMENT	3,412,824.53	0.00	3,412,824.53
999-1084-000	MONEY MARKET INVESTMENT	7,161,598.20	0.00	7,161,598.20
999-2900-000	BROKERAGE CD INTEREST SUSPENSE	(207,651.81)	0.00	(207,651.81)
999-2901-000	UNREALIZED GAIN/(LOSS) SUSPENSE	(563,237.33)	0.00	(563,237.33)
TOTAL: Cash in Bank		<u>49,546,837.84</u>	<u>(744,722.95)</u>	<u>48,802,114.89</u>
Wages Payable				
999-2005-000	WAGES PAYABLE	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
TOTAL: Wages Payable		0.00	0.00	0.00	
TOTAL CASH IN BANK		49,546,837.84	(744,722.95)	48,802,114.89	
<u>DUE TO OTHER FUNDS</u>					
999-2151-000	DUE TO OTHER FUNDS	49,546,837.84	(744,722.95)	48,802,114.89	
TOTAL DUE TO OTHER FUNDS		49,546,837.84	(744,722.95)	48,802,114.89	
Claim on Cash	48,802,114.89	Claim on Cash	48,802,114.89	Cash in Bank	48,802,114.89
Cash in Bank	48,802,114.89	Due To Other Funds	48,802,114.89	Due To Other Funds	48,802,114.89
Difference	0.00	Difference	0.00	Difference	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
ACCOUNTS PAYABLE PENDING				
002-2000-000	A/P PENDING	750,210.42	(750,484.85)	(274.43)
110-2000-000	A/P PENDING	(3.27)	0.00	(3.27)
130-2000-000	A/P PENDING	0.00	0.00	0.00
140-2000-000	A/P PENDING	0.00	0.00	0.00
141-2000-000	A/P PENDING	0.00	0.00	0.00
142-2000-000	A/P PENDING	0.00	0.00	0.00
143-2000-000	A/P PENDING	0.00	0.00	0.00
144-2000-000	A/P PENDING	0.00	0.00	0.00
145-2000-000	A/P PENDING	0.00	0.00	0.00
160-2000-000	A/P PENDING	0.00	0.00	0.00
170-2000-000	A/P PENDING	0.00	0.00	0.00
182-2000-000	A/P PENDING	0.00	0.00	0.00
185-2000-000	A/P PENDING	0.00	0.00	0.00
258-2000-000	A/P PENDING	0.00	0.00	0.00
259-2000-000	A/P PENDING	0.00	0.00	0.00
405-2000-000	A/P PENDING	0.56	0.00	0.56
409-2000-000	A/P PENDING	0.00	0.00	0.00
410-2000-000	A/P PENDING	3,354.77	(3,354.77)	0.00
430-2000-000	A/P PENDING	986.00	(986.00)	0.00
440-2000-000	A/P PENDING	0.00	0.00	0.00
445-2000-000	A/P PENDING	35,371.80	0.00	35,371.80
480-2000-000	A/P PENDING	0.00	0.00	0.00
482-2000-000	A/P PENDING	0.00	0.00	0.00
483-2000-000	A/P PENDING	0.00	0.00	0.00
505-2000-000	A/P PENDING	0.00	0.00	0.00
625-2000-000	A/P PENDING	0.00	0.00	0.00
635-2000-000	A/P PENDING	0.00	0.00	0.00
720-2000-000	A/P PENDING	10,554.05	(970.61)	9,583.44
TOTAL ACCOUNTS PAYABLE PENDING		800,474.33	(755,796.23)	44,678.10
DUE FROM OTHER FUNDS				
999-1230-002	DUE FROM 002	(750,210.42)	750,484.85	274.43
999-1230-110	DUE FROM 110	3.27	0.00	3.27
999-1230-130	DUE FROM 130	0.00	0.00	0.00
999-1230-140	DUE FROM 140	0.00	0.00	0.00
999-1230-141	DUE FROM 141	0.00	0.00	0.00
999-1230-142	DUE FROM 142	0.00	0.00	0.00
999-1230-143	DUE FROM 143	0.00	0.00	0.00
999-1230-144	DUE FROM 144	0.00	0.00	0.00
999-1230-145	DUE FROM 145	0.00	0.00	0.00
999-1230-160	DUE FROM 160	0.00	0.00	0.00
999-1230-170	DUE FROM 170	0.00	0.00	0.00
999-1230-182	DUE FROM 182	0.00	0.00	0.00
999-1230-185	DUE FROM 185	0.00	0.00	0.00
999-1230-257	DUE FROM 257	0.00	0.00	0.00
999-1230-258	DUE FROM 258	0.00	0.00	0.00
999-1230-259	DUE FROM 259	0.00	0.00	0.00
999-1230-405	DUE FROM 405	(0.56)	0.00	(0.56)
999-1230-409	DUE FROM 409	0.00	0.00	0.00
999-1230-410	DUE FROM 410	(3,354.77)	3,354.77	0.00
999-1230-430	DUE FROM 430	(986.00)	986.00	0.00
999-1230-440	DUE FROM 440	0.00	0.00	0.00
999-1230-445	DUE FROM 445	(35,371.80)	0.00	(35,371.80)
999-1230-478	DUE FROM 448	0.00	0.00	0.00
999-1230-480	DUE FROM 480	0.00	0.00	0.00
999-1230-482	DUE FROM 482	0.00	0.00	0.00
999-1230-483	DUE FROM 483	0.00	0.00	0.00
999-1230-505	DUE FROM 505	0.00	0.00	0.00
999-1230-615	DUE FROM 615	0.00	0.00	0.00
999-1230-625	DUE FROM 625	0.00	0.00	0.00

ACCOUNT #	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE	
999-1230-635	DUE FROM 635	0.00	0.00	0.00	
999-1230-720	DUE FROM 720	(10,554.05)	970.61	(9,583.44)	
TOTAL DUE FROM OTHER FUNDS		<u>(800,474.33)</u>	<u>755,796.23</u>	<u>(44,678.10)</u>	
<u>ACCOUNTS PAYABLE</u>					
999-2001-000	VOUCHERS PAYABLE	<u>800,474.33</u>	<u>(755,796.23)</u>	<u>44,678.10</u>	
TOTAL ACCOUNTS PAYABLE		<u>800,474.33</u>	<u>(755,796.23)</u>	<u>44,678.10</u>	
AP Pending	44,678.10	AP Pending	44,678.10	Due From Other Funds	44,678.10
Due From Other Funds	<u>44,678.10</u>	Accounts Payable	<u>44,678.10</u>	Accounts Payable	<u>44,678.10</u>
Difference	<u>0.00</u>	Difference	<u>0.00</u>	Difference	<u>0.00</u>



MEMORANDUM

Date: February 11, 2025
To: Mayor Robert H. Moore and Big Spring City Council Members
CC: Todd Darden, City Manager
From: John Medina, Assistant City Manager
Subject: 2025 Downtown Revitalization Program Grant

We are seeking the City Council's permission to pursue a Downtown Revitalization Program (DRP) Grant through the Texas Department of Agriculture (TDA) in the amount of \$1,000,000. The City's match is \$50,000 that will be funded by the General Fund. A support resolution is attached for your consideration.

The Texas Department of Agriculture (TDA) has opened the 2025 DRP Grant with a due date of April 3, 2025, for Phase 1. If awarded, the TDA will invite Big Spring to apply for Phase 2 in April or May 2025. Some information about the grant is below:

- The maximum grant request is \$1,000,000.
- The required match for Big Spring is 5% or \$50,000.
- Communities that have received a grant in the last six years will lose ten points for each downtown grant received (Big Spring will lose ten points due to previously funded projects).
- Eligible activities must be in the downtown district and include pedestrian lighting, pedestrian walkway improvements, street drainage, demolition of non-historic or residential buildings, and street reconstruction.
- Next Steps: Adopt the application resolution and submit the application by April 3, 2025.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF BIG SPRING, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE DOWNTOWN REVITALIZATION PROGRAM; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Big Spring desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the City of Big Spring to apply for funding under the Texas Community Development Block Grant Program;

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

SECTION 1. That a Texas Community Development Block Grant Program application for the Downtown Revitalization Program is hereby authorized to be filed on behalf of the City with the Texas Department of Agriculture, and to be placed in competition for funding under the Downtown Revitalization Program.

SECTION 2. That the City of Big Spring commits to selecting an eligible project in the designated downtown areas that meets either the National Program Objective to Eliminate Slum and Blighted Conditions or to Benefit Low- to Moderate-Income Persons.

SECTION 3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 4. That the City of Big Spring is committing to provide **\$50,000.00** in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

SECTION 5. That this resolution shall be effective upon its passage of the second reading.

SECTION 6. This resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ day of _____, 2025, with all members present voting “aye” for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the _____ day of _____, 2025, with all members present voting “aye” for passage of the same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS TO AUTHORIZE THE CITY MANAGER TO CAUSE TO BE DEMOLISHED CERTAIN PROPERTIES WITHIN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS; AUTHORIZING THE CITY MANAGER TO CAUSE LIENS TO BE FILED AGAINST THE PROPERTIES SUBJECT TO DEMOLITION AS PROVIDED HEREIN; AUTHORIZING THE CITY MANAGER TO ACCEPT CERTAIN WAIVERS OFFERED BY PROPERTY OWNERS FOR THE DEMOLITION OF VARIOUS PROPERTIES WITHIN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS; AUTHORIZING THE CITY ATTORNEY TO DRAFT ALL DOCUMENTS NECESSARY TO EXECUTE THIS RESOLUTION; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;

WHEREAS, Texas Local Government Code Section 54.004 authorizes a home-rule municipality to enforce ordinances necessary to protect health, life, and property and to preserve the good government, order, and security of the municipality and its inhabitants;

WHEREAS, pursuant to Section 36-1, Article I, Chapter 36 of the Big Spring Code, the City adopted the Property Maintenance Code of Big Spring;

WHEREAS, City Council determines that it is in the public interest to use public resources to address structures that are substandard, hazardous, unsafe, dilapidated and, in many cases, dangerous;

WHEREAS, Section 104.1 of the Property Maintenance Code of Big Spring authorizes the City to assess a property owner for costs incurred to demolish, board, fence, secure, vacate, repair, treat, remediate or similar action identified in the code and to record such expenses as a lien against the real property on which the building, structure, or noncompliant condition is located;

WHEREAS, the City has received certain signed waivers from owners of properties within the city limits of the City of Big Spring City granting the City consent to access and remove the home, structure, personal property and/or debris from such properties, relinquishing and waiving any and all claims of liability against the City, and accepting that the City will file a lien against the property for the services so rendered;

WHEREAS, Texas Tax Code Section 34.05(g) authorizes the City to recover from the resale proceeds the costs of upkeep, maintenance, and environmental cleanup expended on a property bid off to the City pursuant to Texas Tax Code Section 34.01(j);

WHEREAS, City Council determines that it is in the public interest to protect public resources expended by the City to address dilapidated or dangerous structures by causing liens to be filed against such properties; and

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

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

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

SECTION 2. The City Manager is hereby authorized to cause to be demolished and brought up to Code the following properties within the city limits of the City of Big Spring, Howard County, Texas 79720 which were bid off to the City, and to file liens thereon for the recovery of expended costs from resale proceeds:

1. Street Address: 1210 MULBERRY
Legal Description: LOT 5, BLOCK 7, STANFORD PARK SUBDIVISION
2. Street Address: 702 E 15TH
Legal Description: LOT 2, BLOCK 19, COLE & STRAYHORN SUBDIVISION
3. Street Address: 602 NE 10TH
Legal Description: SE/4 OF SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 19, WILLIAM B CURRIE SUBDIVISION
4. Street Address: 1323 MOBILE
Legal Description: LOTS 13-14, BLOCK 9, WRIGHTS AIRPORT SUBDIVISION

SECTION 3. The City Manager is hereby authorized to accept the waivers signed by property owners and offered for the demolition of the following properties within the city limits of the City of Big Spring, Howard County, Texas 79720, and to cause liens to be filed thereon for the recovery of public resources expended to remediate violations of the Property Maintenance Code of Big Spring:

1. Street Address: 407 YOUNG
Legal Description: LOT 9, BLOCK 8, BOYDSTUN SUBDIVISION
2. Street Address: 409 YOUNG
Legal Description: LOT 8, BLOCK 8, BOYDSTUN SUBDIVISION
3. Street Address: 411 YOUNG
Legal Description: LOT 7, BLOCK 8, BOYDSTUN SUBDIVISION
4. Street Address: 607 GOLIAD

Legal Description: LOT 5, BLOCK 49, ORIGINAL TOWN SUBDIVISION

5. Street Address: 1104 SYCAMORE
Legal Description: LOT 11, BLOCK 4, HIGHLAND PARK SUBDIVISION
6. Street Address: 612 NE 9TH
Legal Description: SE/4 OF SECTION 42, BLOCK 32, TOWNSHIP 1 NORTH, TRACT 25, WILLIAM B CURRIE SUBDIVISION
7. Street Address: 1505 W 1ST
Legal Description: LOT 10, BLOCK 3, ADELL SUBDIVISION
8. Street Address: 1506 W 1ST
Legal Description: LOT 5, BLOCK 4, ADELL SUBDIVISION

SECTION 4. The City Attorney is hereby authorized to draft all documents necessary to execute the matters resolved hereunder including any additional waivers that may be necessary by property owners.

SECTION 5. The City Manager is hereby authorized to sign and execute all necessary documents to give effect to this resolution.

SECTION 6. All resolutions or parts of resolutions and minute orders in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 7. 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 8. 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 9. This Resolution shall become effective upon passage at second reading.

SECTION 10. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and of the United States of America.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the _____ day of _____, **2025** 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 _____ day of _____, **2025** with all members of the Council voting “aye” for the passage of same.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Date: Tuesday, February 11, 2025
Subject: Permian Bason Planning Commission Grant

Action Requested: Authorizing The City Manager or his designee for the City of Big Spring to enter into an interlocal agreement for the purpose of recycling tires.

Financial Considerations:

Expenditure amount requested:	N/A
What fund/department account will this amount be drawn from?	N/A
Revenue generated:	\$27,665.00
Would this expenditure be made within the budget for the current fiscal year?	N/A
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Staff Opinion as to Feasibility and Timeline: Following the authorization to seek this grant with through our local COG, The City of Big Spring alongside with Keep Big Spring Beautiful applied for tire recycling funding. After much anticipation we were awarded \$27,665.00 for our project. With the agreement in place, we can begin planning a tire recycling day for the community at the end of March early April.

Supporting Documents: PERMIAN BASIN REGIONAL PLANNING COMMISSION SOLID WASTE INTERLOCAL AGREEMENT.

Staff recommendation: Grant Authorization for the documents.

PERMIAN BASIN REGIONAL PLANNING COMMISSION SOLID WASTE INTERLOCAL AGREEMENT

I. The Texas Commission on Environmental Quality (TCEQ) has certified that it has the authority to contract with the Permian Basin Regional Planning Commission (PBRPC) by authority granted in the Current Appropriations Act, the Interagency Cooperation Act, the Interlocal Cooperation Act and the Texas Water Code (Chapter §5.124 and §5.229) and to implement provisions of §361.014(b) of the Texas Health and Safety Code. Funds for this subcontract are provided from the Solid Waste Disposal Fee Revenue Fund in support of local and regional solid waste projects consistent with §363.064(b) of the Texas Health and Safety Code.

II. Permian Basin Regional Planning Commission has certified, and the SUBCONTRACTOR certifies that it has authority to perform the services contracted for by authority granted in "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

III. This Interlocal Agreement is entered into by and between the parties named below. Neither TCEQ nor the State of Texas is a party to this Contract.

IV. The SUBCONTRACTOR is solely responsible for insuring compliance with TCEQ rules and regulations for Grant funded items.

PROJECT NUMBER 25-09-01

I. CONTRACTING PARTIES:

The Council of Government: Permian Basin Regional Planning Commission

The SUBCONTRACTOR: City of Big Spring

II. SERVICES TO BE PERFORMED:

See "Attachment A - Work Program of SUBCONTRACTOR"

III. BUDGET AND PAYMENT PROCEDURES:

See "Attachment B - Budget and Payment Procedures"

IV. SCHEDULES OF DELIVERABLES:

See "Attachment C - Schedule of Deliverables from SUBCONTRACTOR"

V. ADDITIONAL CONTRACT PROVISIONS:

See "Attachment D - Special Contract Provisions & Attachment E
General Contract Provisions"

PERMIAN BASIN REGIONAL PLANNING COMMISSION

PO Box 60660, Midland, Texas 79711

Virginia Belew, Executive Director

Date

City of Big Spring SUBCONTRACTOR

310 Nolan, Big Spring, TX 79720

Shane Bowles, Public Works Director

Date

**Permian Basin Regional Planning Commission
Solid Waste Interlocal Agreement
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**Permian Basin Regional Planning Commission
Solid Waste Interlocal Agreement**

Exhibit A-1

The PBRPC hereby designates the individual below as the person to give direction to the SUBCONTRACTOR as Project Representative of PBRPC:

Miranda Boler – Director, Regional Services
Permian Basin Regional Planning Commission
P.O. Box 60660
Midland, Texas 79711

TEL (432) 563-4945; FAX (432) 563-1728

The SUBCONTRACTOR hereby designates the individual named below as the person authorized to receive direction from the PBRPC, to manage the work being performed, and to act on behalf of the SUBCONTRACTOR as a Project Representative:

City of Big Spring

Big Spring, TX 79720
TEL (432) 264-2500

In addition to the authorized Project Representative, the following person is authorized to act on behalf of the SUBCONTRACTOR in all financial and fiscal matters, including signing financial reports and requests for reimbursement:

_____ – Finance Director
City of Big Spring
310 Nolan St.
Big Spring, TX 79720

The SUBCONTRACTOR designates the following location for record access and review pursuant to Attachment A & Attachment E of this Contract or any other applicable provision:

City of Big Spring
310 Nolan St.
Big Spring, TX 79720

ATTACHMENT A

Work Program of SUBCONTRACTOR

Objective:

- I. Host Tire Drive(s) with Keep Big Spring Beautiful in an effort to cleanup illegal dumping of tires in Big Spring, TX.**
- II. Transport collected tires to “Permian Recycle Renewable Energy” (name being changed to Patriot Energy Solutions) in Odessa, TX.**
- III. Reduce waste going into landfill**
- IV. Increase the community’s education regarding recycling and encourage continuation of recycling of tires.**
- V. Prepare semi-annual reports and submit them to PBRPC to detail the progress made.**

ATTACHMENT B

SUBCONTRACTOR Budget and Authorizations

BUDGET CATEGORY	GRANT FUNDING
1. Personnel/salaries	\$ 0.00
2. Fringe Benefits	\$ 0.00
3. Travel	\$ 0.00
4. Supplies	\$ 0.00
5. Equipment	\$ 0.00
6. Construction	\$ 0.00
7. Contractual (other than for construction)	\$ 27,665.00
8. Other	\$ 0.00
<i>Total direct charges (sum of 1-8)</i>	\$ 27,665.00
9. Indirect charges*	\$ 0.00
<i>Total grant funding requested (sum of 1-9)</i>	\$ 27,665.00

* All indirect charges must be in accordance with the procedures established in the current UGMS, which is available from the PBRPC. If you have an approved cost allocation plan from a federal cognizant agency or state single audit coordinating agency, please enclose documentation of your approved indirect rate. Other indirect rates may be approved by the PBRPC, in accordance with contract documents and TCEQ Administrative Procedures, upon adequate documentation.

NOTE: All expenditures under the "Equipment," "Construction," "Contractual," or/and "Other," budget categories must be approved in advance by PBRPC unless specifically spelled out in this agreement. Changes in personnel whose salaries are funded and out-of-state/out-of-region travel must be approved in advance by PBRPC. Such approval shall be given by the PBRPC in writing.

ATTACHMENT C

Schedule of Deliverables from SUBCONTRACTOR

Annual Results Report

FY 24/25 Results Report – 1st Report, Due October 31, 2025

FY 24/25 Follow-Up Results Report – Final Report, Due August 31, 2026

Items to be purchased with funds for this contract are:

Budget category 7– \$27,665.00 for contractual expenses (other than for construction)

Special Contract Provisions
Attachment D

Article 1 Period of Performance

The period of performance of this agreement begins 02/03/2025 and ends 8/31/2025.

Article 2 Scope of Services

All parties agree that the SUBCONTRACTOR, in consideration of compensation hereinafter described, shall provide the services specifically described in the Work Program and Special and General Provisions of this Solid Waste Interlocal Agreement.

The SUBCONTRACTOR agrees to implement the Project according to the agreed upon work program in Attachment A and the Budget shown in Attachment B of this agreement.

Article 3 PBRPC Obligations

(a). Measure of Liability

In consideration of full and satisfactory performance hereunder, PBRPC will be liable to reimburse the SUBCONTRACTOR in an amount equal to the actual costs, not to exceed the Budget in Attachment B, incurred by SUBCONTRACTOR in rendering such performance, subject to the following limitations:

1. PBRPC is not liable for expenditures made in violation of "Supplemental Funding Standards and Restrictions", TCEQ Administrative procedures Section IIIB, listed in Article 8 of this Attachment D, which outlines prohibited activities as defined by the Texas Commission on Environmental Quality (TCEQ).
2. PBRPC is not liable for any costs incurred by SUBCONTRACTOR in the performance of this agreement which have not been billed to PBRPC within thirty (30) days following termination of this agreement.
3. PBRPC is not liable to SUBCONTRACTOR for costs incurred or performance rendered by SUBCONTRACTOR for costs incurred by SUBCONTRACTOR before commencement of this agreement or after termination of this agreement.
4. The PBRPC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Texas Uniform Grant Management Standards (UGMS) and additional state and federal rules and laws.
5. It is the understanding of the parties that the source of funds provided by the TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF), Texas Health and Safety Code §363.013 and §363.014(d). Due to the demands upon the source for funds necessary to protect the health and safety of the public, it is possible that the funds will be depleted or reduced prior to completion of this agreement. The SUBCONTRACTOR agrees that all funding arranged under this agreement is subject to sufficient funds in the MSWDTRF.

(b). Method and Schedule of Payment

1. Financial reporting. Any month in which the SUBCONTRACTOR has budgeted expenses, a report should be submitted no later than the tenth day following the end of the month during the period of performance for this agreement, to PBRPC detailing allowable expenditures incurred during the previous month. Expenditures which are not allowed are set forth in Section 8 of this agreement. These reports must include copies of invoices showing receipt of the invoiced materials or services and a copy of the check or payment record showing the invoice paid.

2. Payments. Upon review and approval of each such financial report, PBRPC will make payment to SUBCONTRACTOR against PBRPC liabilities to be accrued hereunder.

(c). SUBCONTRACTOR Close Out Report

No later than thirty (30) days following the termination of this agreement, SUBCONTRACTOR must submit a PBRPC Contract Close Out Report according to written instructions from PBRPC.

Article 4 Reporting Requirements

(a). The SUBCONTRACTOR shall prepare and submit to the PBRPC, a quarterly written progress report concerning performance under this Contract documenting accomplishments and units of work performed under Attachment A of this agreement. All progress reports shall be submitted within 10 days after the end of each period so that PBRPC may submit a consolidated report to TCEQ. A final progress report shall be provided prior to the final request for payment under this Contract, but, in no case later than 30 days after the end of the Contract period. Payments (reimbursements) required under this contract may be withheld by the PBRPC until such time as any past due progress reports are received. Reports are due for each Quarter during the grant term.

(b). The SUBCONTRACTOR quarterly progress reports required under Part (a) of this Section contain descriptions of activities and costs for the PBRPC to ensure that the provisions of this Contract are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly progress reports in order to assure the PBRPC that the activities are not prohibited under Article 8 of this contract (relating to Supplementing Funding Standards). The SUBCONTRACTOR shall comply with any reasonable request by the PBRPC for additional information on activities conducted in order for the PBRPC to adequately monitor the SUBCONTRACTOR'S progress in completing the requirements of and adhering to the provisions of this Contract. Forms shall be provided by PBRPC for these reports.

(c). The SUBCONTRACTOR'S failure to comply with the requirements of this Article shall constitute a breach of this Contract.

(d). The SUBCONTRACTOR agrees to monitor the results of the project for the life of the funded program or activity. The SUBCONTRACTOR shall report results on the project goals beginning with the time the activity is operational and continuing for a minimum of 24 months or other times as specified by the PBRPC, to include additional updates that may be requested after the term of this Contract. The reports during the 24 month period shall be made quarterly on forms provided by PBRPC, and any additional requests for information by PBRPC shall be responded to in the format requested.

(e). The SUBCONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services and other work furnished by the SUBCONTRACTOR under this Contract. The PBRPC may require the SUBCONTRACTOR to correct or revise any errors, omissions or other deficiencies in any reports or services provided.

Article 5 Monitoring Requirements

(a). PBRPC may periodically monitor SUBCONTRACTOR for:

1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
2. The administrative and operational effectiveness of the project.

(b). PBRPC shall conduct periodic analysis of SUBCONTRACTOR'S performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by SUBCONTRACTOR.

Article 6 Equipment and Constructed Facilities

(a). Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement by the SUBCONTRACTOR will vest upon acquisition or construction in the SUBCONTRACTOR.

1. Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.

2. The SUBCONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the SUBCONTRACTOR under this Agreement.

3. The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to the TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the Texas Health and Safety Code, which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

4. The SUBCONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the SUBCONTRACTOR is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the SUBCONTRACTOR and subgrant recipients must

meet the requirements set forth in this Article.

4-1. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

4-2. A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the SUBCONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The SUBCONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

4-3. Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the SUBCONTRACTOR should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's state Property Accounting User Manual available on the Internet, for the most current listing. The following equipment with costs between \$500 and \$4,999.99 shall be maintained on the inventory system: (1) stereo systems; (2) still and video cameras; (3) facsimile machines; (4) video recorders (VCRs), laserdisc players, camcorders, and VCR/TV combinations; (5) desktop CPUs, printers, data projectors, portable CPU laptops; and, (6) cellular and portable telephones. All single unit acquisitions equal to or greater than \$5000.00 shall be maintained on the inventory system.

5. The SUBCONTRACTOR, may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

6. The PERFORMING PARTY agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of \$5,000 or more is no longer needed for the originally authorized purpose, the TCEQ or PBRPC has the right to require disposition of the property by the SUBCONTRACTOR in accordance with the provisions of this Article.

7. When, during the useful life of property acquired with grant funds under this Agreement by the SUBCONTRACTOR and with a current per-unit fair market value of \$5,000 or more, the property is no longer needed for the originally authorized purpose, the SUBCONTRACTOR agrees to request disposition instructions from the TCEQ and PBRPC. When property acquired by the SUBCONTRACTOR with grant funds provided by the PBRPC under this Agreement is no longer needed for the originally authorized purpose, the PBRPC agrees that a subgrant contract will require the SUBCONTRACTOR to request disposition instructions from the PBRPC or, if the PBRPC is no longer administering a Regional Solid Waste Grants Program, the TCEQ. The PBRPC shall, in turn, request authorization from the TCEQ to provide disposition instructions to the subgrant recipient. Disposition instructions shall solicit, at a minimum, information on the

source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the Texas Health and Safety Code. In cases where the SUBCONTRACTOR fails to take appropriate disposition actions, the TCEQ or PBRPC may direct the SUBCONTRACTOR to take excess and disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Article.

7-1. Retain title, sell, or otherwise disposed of with no obligation to compensate the TCEQ or PBRPC.

7-2. Retain title after compensating the TCEQ or the PBRPC. If the PBRPC is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, the PBRPC will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support this or similar future programs conducted by the TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

7-3. Sell the property and compensate the TCEQ or the PBRPC. If the PBRPC is compensated by the SUBCONTRACTOR for property acquired using funds provided under this Agreement, the PBRPC will in turn compensate the TCEQ or, upon authorization by the TCEQ, use those funds for other projects or activities that support the goals of this or similar future programs conducted by the TCEQ. The amount due will be calculated by applying the TCEQ's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When the SUBCONTRACTOR is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

7-4 Transfer title to the TCEQ or the PBRPC, or to a third-party designated/approved by the TCEQ. If the SUBCONTRACTOR participated financially in the original purchase of the property, the SUBCONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

8. Items of property with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of by the SUBCONTRACTOR with no further obligation to the TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to the TCEQ upon request.

9. Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C, __.31. Subject to the obligations and conditions set forth in this Agreement, title to real property acquired under this Agreement by the SUBCONTRACTOR will vest upon acquisition or construction in the SUBCONTRACTOR respectively.

Article 7 Compliance with Applicable Laws

The SUBCONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations and order of any public authority bearing on the performance of this Agreement, including, but not limited to, the laws referred to in this Agreement. If the SUBCONTRACTOR or PBRPC observes that this Contract is at variance therewith in any respect, the observing party shall promptly notify the other party in writing, and any necessary changes shall be adjusted by appropriate Agreement modifications. On request, the SUBCONTRACTOR shall furnish PBRPC modification.

If the SUBCONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the SUBCONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

The provisions of Uniform Grant and Contract Management Act, Texas Government Code, Chapter 783 apply to this agreement. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this agreement.

Neither the PBRPC's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Contract; the SUBCONTRACTOR shall be, and remain, liable in accordance to with applicable laws for all damages caused by the SUBCONTRACTORS' negligent performance of any of the services furnished under this agreement.

Article 8 Supplemental Funding/Project Standards

Unless authorization is specifically provided in accordance with the provisions of this Attachment or in accordance with Attachment D of this Contract, the SUBCONTRACTOR shall ensure that funds provided under this contract are used for the following activities, programs, or projects:

Supplemental Funding Standards and Restrictions

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Contract, including the COG, subgrant recipients, and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a subgrant recipient or subcontract to any public or private entity that is barred from participating in state contracts by the Texas General Services Commission, under the provisions of §2155.077, Government Code, and 1 TAC §113.02, GSC Regulations.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Contract through either a subgrant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d),

TCEQ Regulations, a project or service funded under this Contract must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry included non-profit and not-for-profit non-governmental entities.

6. All equipment and facilities purchased or constructed with funds provided under this Contract shall be used for the purposes identified under the application for the term of this Contract, and for 100% municipal solid waste related activities for the life of the equipment.
 7. A project or service funded under this Contract must be consistent with the COG's RSWMP, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
 8. Funds may not be used to acquire land or an interest in land.
 9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.
 10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
 11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
 12. Funds may not be used for employment, contracts for services of a lobbyist, or for dues to an organization, which employs or otherwise contracts for the services of a lobbyist.
 13. Funds may only be used for projects or programs for managing municipal solid waste.
 14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within the boundaries of a permitted facility. The applicant and/or the COG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by the COG.
 15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
 16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal
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solid waste.

17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

PROJECT STANDARDS

Local Enforcement

19. As provided by the current General Appropriations Act funds may not be provided to any law enforcement agency regulated by Chapter 1701 Texas Occupational Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Commission on Law Enforcement Officer Standards and Education certifies that the requesting agency is in the process of achieving compliance with such rules.
 20. When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.
 21. Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this Contract may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.
 22. Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating general litter problems on public property.
 23. Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.
 24. Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.
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25. Funds may not be used for purchase of weapons, ammunition, and/or HazMat gear.

Litter and Illegal Dumping Cleanup and Community Collection Events

26. Lake and Waterway Cleanup events must be coordinated with the TCEQ's Small Business and Environmental Assistance Division/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and Waterway Cleanup program.

27. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor or the COG. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or the COG must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.

28. The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

29. The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

30. All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Contract.

31. All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, the COG should consider withholding at least ten (10) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.

32. Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

Source Reduction and Recycling

33. Any program or project funded with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Local Solid Waste Management Plans

34. All local solid waste management plans funded under this Contract must be consistent with the COG's RSWMP, and prepared in accordance with 30 TAC Subchapter O, Chapter 330, TCEQ Regulations, and the Content and Format Guidelines provided by the TCEQ.
35. In selecting a local solid waste management plan project for funding, the COG shall ensure that at least one year is available for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations

36. The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.
37. The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under 30 TAC 330, MSW Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a county with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. The following MSW facilities may be funded:
- Notification tier municipal solid waste transfer stations that qualify under 30 TAC 330.11(g).
 - Registered municipal solid waste transfer stations that qualify under 30 TAC 330.9(b)(1) through (3), or (f).
 - Notification tier citizens' collection stations that qualify under 30 TAC 330.11(e)(1).
 - Exempt local government recycling facilities as provided for under 30 TAC 328(a)(1).
 - Notification tier recycling facilities that qualify under 30 TAC 330.11(e)(2).
 - Notification tier composting facilities which qualify under 30 TAC 332.21 – 332.23.
 - Notification tier liquid waste temporary storage facilities which qualify under 30 TAC 330.11(e)(5).
 - Liquid waste transfer stations which qualify for registration in 30 TAC 330.9(g) and (o).
 - Notification tier used oil collection facilities which qualify under 30 TAC 324.71(1) or (3).

Household Hazardous Waste Management

38. All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

Technical Studies

40. All technical studies funded must be consistent with the COG's regional solid waste management plan, and prepared in accordance with Administrative Procedures provided by the TCEQ.

Educational and Training Projects

41. Educational and training programs and projects funded under this Contract must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

Other Types of Projects

42. If the TCEQ authorizes the COG to fund additional types of projects, the authorization incorporated into the grant Contract may include additional standards and restrictions that will apply to use of funds for that project or type of project.

Article 9 Authorized Representatives

- (a). The PBRPC hereby designates the person in Exhibit A-1, Project Representative, as the individual authorized to give direction to the SUBCONTRACTOR for the purposes of this Contract.
- (b). Immediately upon receiving the Purchase Order or Notice of Award, the SUBCONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from the PBRPC, to manage the work being performed, and to act on behalf on the SUBCONTRACTOR. The SUBCONTRACTOR'S Project Representative shall be deemed to have authority to bind the SUBCONTRACTOR in contract unless the SUBCONTRACTOR, in writing, specifically limits or denies such authority to the SUBCONTRACTOR'S Project Representative.
- (c). Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.
- (d). The SUBCONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with the PBRPC.

**Permian Basin Regional Planning Commission
Solid Waste Interlocal Agreement
General Contract Provisions**

Attachment E

Article 1 Legal Authority

The SUBCONTRACTOR warrants and assures PBRPC that it possesses adequate legal authority to enter into this Agreement. The SUBCONTRACTOR'S governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the SUBCONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The SUBCONTRACTOR agrees to adhere to all applicable laws and regulations, including but not limited to the provisions of the following standards:

- (1) §361, §363, and §364 of the TEXAS HEALTH and SAFETY CODE
- (2) Title 30 TAC §330, Subchapter O, TCEQ Rules
- (3) Title 30 TAC §14, TCEQ Rules
- (4) The Uniform Grant and Contract Management Act; TEXAS GOV'T CODE, §§783.001 et. seq., and the Uniform Grant Management Standards, 1 TAC §5.141-5.167 (Collectively, "UGMS").

Article 2 Scope of Services

The services to be performed by the SUBCONTRACTOR are herewith outlined in the General Provisions and Change Orders which are hereby incorporated into and made a part of this Agreement as if set out word-for-word herein.

Article 3 Purpose

(a). The purpose of this Contract (Agreement) is to accomplish the goals of House Bill 3072, 74th Texas Legislature (1995), as they relate to distributing solid waste fee revenue funds to support local and regional solid waste projects consistent with the regional solid waste management plans approved by the TCEQ and to update and maintain those plans.

(b). Under the overall goals of the funding program established under House Bill 3072, the more specific purposes of this Agreement are:

1. To enable the COG to carry out or conduct various municipal solid waste management-related services and support activities within the PBRPC's regional jurisdiction; and
2. To administer an efficient and effective, region-wide, pass-through (subgrantee) assistance grants program and/or, where authorized by the PBRPC in accordance with Article 4 of this Attachment, to conduct various PBRPC - managed projects.

(c). Funds provided by the PBRPC pursuant to this agreement that are paid to the SUBCONTRACTOR shall be used solely to satisfy the purposes of the agreement.

Article 4 Licenses, Permits and Laws

The SUBCONTRACTOR shall, except as otherwise provided in this Contract, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes and regulations, in connection with the work required by this Contract.

Article 5 Assignability

This Contract is not transferable or otherwise assignable by the SUBCONTRACTOR without the written consent of the PBRPC. Any attempted transfer is void without written consent of the PBRPC.

Article 6 Examination of Records and Financial Administration

(a). The SUBCONTRACTOR shall maintain and make available for review, inspection and/or audit books, records, documents, and other evidence reasonably pertinent to performance on all work under this Agreement, including negotiated changes or amendments thereto, in accordance with accepted professional practice, appropriate accounting procedures and practices at the SUBCONTRACTORS' Texas Office. The SUBCONTRACTOR shall also maintain and make available at its Texas office the financial information and data used by the SUBCONTRACTOR or its designee (including independent financial auditors) in the preparation or support of any cost submission or cost (direct or indirect), price or profit analysis for this Contract or any negotiated subagreement or change order and a copy of the cost summary submitted to PBRPC. PBRPC, the Texas Commission on Environmental Quality, the Texas State Auditor's Office, or any of PBRPC's duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of review, inspection, and/or audit. During the conduct of any such review, audit, or inspection, the SUBCONTRACTORS' books, records, and other pertinent documents may, upon prior conference with the SUBCONTRACTOR, be copied by the PBRPC or any of its duly authorized representatives. All such information shall be handled by the parties in accordance with good business ethics. The SUBCONTRACTOR shall provide proper facilities within the State of Texas for such access and inspection.

(b). Audits conducted pursuant to this provision shall be in accordance with State law, regulations and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

(c). The SUBCONTRACTOR agrees to the disclosure of all information and reports resulting from access to records pursuant to section (a) above to the PBRPC. Where the audit concerns the SUBCONTRACTOR, the auditing agency will afford the Subcontractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

(d). Records under Section (a) above shall be maintained and made available during the entire period of performance of this Contract and until three (3) years from the date of final PBRPC payment for the project. In addition, those records which relate to any dispute, litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until completion of such action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

(e). Access to records is not limited to the required retention periods. The authorized representatives designated by the PBRPC shall have access to records at any reasonable time for as long as the records are maintained.

(f). This audit/access to records Article applies to financial records pertaining to all subcontracts and all subcontract change orders and amendments. In addition, this right of access applies to all records pertaining to all subcontracts, subcontract change orders and subcontract amendments: to the extent the records reasonably pertain to subcontract performance; if there is any indication of fraud, gross abuse or corrupt practices may be involved; or if the subcontract is terminated for default or for convenience.

(g). The PBRPC reserves the right to require the reimbursement of any over-payments determined as a result of any audit or inspection of records kept by the SUBCONTRACTOR on the work performed under this Contract.

(h). The SUBCONTRACTOR agrees to establish and administer a financial management program to ensure that the expenditures connected to this Agreement are in fact incurred and are reasonable and necessary to the project. The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, or policies relating to accounting standards or principles. The SUBCONTRACTOR shall adhere to the specific standards and requirements set forth in this Section, except that the requirements and processes may be more stringent than outlined below:

- (1) The SUBCONTRACTOR shall establish a process to make payments for authorized expenses.
 - (2) The SUBCONTRACTOR shall use either a cash or an accrual basis for requesting reimbursement of expenses, as defined and authorized under the UGCMA. A cost must have been incurred and either paid or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than forty-five (45) days after the end of that time period.
 - (3) The SUBCONTRACTOR shall utilize a standard reimbursement and supplemental financial status report forms supplied by PBRPC to request funds.
 - (4) The SUBCONTRACTOR shall maintain records and documentation materials consistent with the records listed below:
 - (a) SALARY/WAGES - Time sheets that have been signed and approved.
 - (b) TRAVEL - Documentation which, at a minimum is consistent with State Travel Regulations. The purpose of the travel should be documented and supported with actual receipts for hotel accommodations, public transportation receipts, airline receipts, food and beverage receipts, etc.
 - (c) EQUIPMENT - Purchase orders, invoices, check, and (canceled check if requested).
 - (d) SUPPLIES - Purchase orders (if issued), invoices, check, and (canceled check if requested).
 - (e) CONTRACTUAL - All of the above plus documentation that the costs were reasonable and necessary. The same standards should be applicable to subcontractors.
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(f) OTHER - All of the above apply.

(5) If requested by the PBRPC or TCEQ the SUBCONTRACTOR agrees to provide the additional expense records and documentation materials listed above in a reasonable and timely manner.

(i). The SUBCONTRACTOR agrees that all data and other information developed under this agreement shall be furnished to the PBRPC or TCEQ and shall be public data and information except to the extent that is exempted from public access by the Texas Public Information Act. Upon termination of this agreement, copies of data and information shall be furnished, at no charge, to the PBRPC and TCEQ, upon request, to include data bases prepared using funds provided under this agreement. Except as otherwise provided by the agreement or the Texas Public Information Act, the SUBCONTRACTOR shall not provide data generated or otherwise obtained in the performance of its responsibilities under this agreement to any party other than the State of Texas and its authorized agents.

(j). The SUBCONTRACTOR shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The SUBCONTRACTOR shall take all necessary safety precautions.

(k). The SUBCONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The SUBCONTRACTOR must account for costs in a manner consistent with such standards or principles.

Article 7 Independent Financial Audit

The SUBCONTRACTOR engage an independent financial auditor and conduct an annual audit of the SUBCONTRACTORS' financial statements in accordance with the Single Audit provisions of UGMS and those items set forth in this section.

(a). All terms used in connection with audits in this agreement shall have the definitions and meanings assigned in the Single Audit Circular in UGMS.

(b). Provisions of the Single Audit Circular in Part IV of UGMS shall apply to all non-state entities expending the funds of this grant, whether they are recipients or subrecipients. In addition, the SUBCONTRACTOR shall require the independent auditor to supply all audit work papers substantiating the work performed, at the request of the PBRPC, the TCEQ or its designee.

Article 8 Hazardous Substances, Waste Disposal and Manifests

SUBCONTRACTOR must comply with all applicable Laws and Regulations, including but not limited to those relating to hazardous substances, waste disposal and manifests.

Article 9 Conflict of Interests

SUBCONTRACTOR shall notify the PBRPC immediately upon discovery of any potential or actual conflict of interest. SUBCONTRACTOR agrees that the PBRPC and TCEQ have discretion to determine whether a conflict exists and that the PBRPC and TCEQ may terminate the agreement at any time, on the grounds of actual or apparent conflict of interest.

Article 10 Insurance and Liability

SUBCONTRACTOR shall maintain insurance coverage for work performed or services rendered under this contract as specified in the Special Provisions. SUBCONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to PBRPC any amounts determined by PBRPC, its independent auditors, or any agency of state or federal governments to have been paid in violation of the terms of this Agreement.

Article 11 Amendments to Contract

Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal Law or Regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation, provided if the SUBCONTRACTOR may not legally comply with such change, SUBCONTRACTOR may terminate its participation herein as authorized by Article 9.

PBRPC may, from time to time, require changes in the Scope of the Services of the SUBCONTRACTOR to be performed hereunder. Such changes that are mutually agreed upon by and between PBRPC and the SUBCONTRACTOR in writing shall be incorporated into this Agreement.

SUBCONTRACTOR must require prior approval of items not specifically approved in this Agreement. Any change in personnel whose salaries will be funded under this Agreement must be approved prior to submission for reimbursement.

Article 12 Termination of Contract

The SUBCONTRACTOR acknowledges that this Agreement may be terminated under the following circumstances:

(a). Convenience

PBRPC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the contractor whenever for any reason PBRPC determines that such termination is in the best interest of PBRPC. Upon receipt of notice of termination, all services hereunder of the SUBCONTRACTOR and its employees and subcontractees shall cease to the extent specified in the notice of termination. In the event of termination in whole, the SUBCONTRACTOR shall prepare a final invoice within 30 days of such termination reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director or his designee which has not appeared on any prior invoice. PBRPC agrees to pay the SUBCONTRACTOR, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of PBRPC compensation previously paid.

The SUBCONTRACTOR may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to PBRPC. The SUBCONTRACTOR may not give notice of cancellation after it has received notice of default from PBRPC. In the event of such termination prior to completion of the contract provided for herein, PBRPC, agrees to pay services herein specified on a prorated bases for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

(b). Default

Permian Basin Regional Planning Commission may, by written notice of default to the SUBCONTRACTOR, terminate the whole or any part of the Agreement in any one of the following circumstances:

1. If the SUBCONTRACTOR fails to perform the services herein specified within the time specified herein or any extension thereof; or
2. If the SUBCONTRACTOR fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or so violates the Agreement in a manner which significantly endangers substantial performance of the Agreement or completion of the services herein specified within a reasonable time, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer periods of time as may be authorized by PBRPC in writing) after receiving written notice by certified mail of default from PBRPC. In the event of such termination, all services of the SUBCONTRACTOR and its employees and subconsultants shall cease and the SUBCONTRACTOR shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement and to the satisfaction of the Executive Director of PBRPC or his designee which has not appeared on a prior invoice. PBRPC agrees to pay the SUBCONTRACTOR, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of PBRPC as reflected on said invoices, less payment of any compensation previously paid and less any costs or damages incurred by PBRPC as a result of such default, including an amount agreed to in writing by PBRPC and the SUBCONTRACTOR to be necessary to complete the services herein specified, in addition to that which would have been required had the SUBCONTRACTOR completed the services herein specified as required herein.

Article 13 Severability

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

Article 14 Notice

All notices, requests, reports, and other communications under this Contract shall be sent to the PBRPC Representative. All such notices and communications shall be deemed to be duly given if hand-delivered, delivered by nationally recognized courier service, or mailed by certified or registered mail, return receipt requested.

Article 15 Venue and Governing Law

The Parties to this Contract shall be governed by the laws of the State of Texas.

Nothing in this Contract is intended as any waiver by the PBRPC of any immunity from suit to which it is entitled under Texas law.

Article 16 Intellectual Property Requirements

For the purposes of this Contract, “intellectual property” refers to

1. Any discovery or invention for which patent rights may be acquired, and
2. Any photographs, graphic designs, plans, drawings, specifications, computer programs, technical reports, operating manuals, or other copyrightable materials, and
3. Any other materials in which intellectual property rights may be obtained.

If the SUBCONTRACTOR first conceives of, actually puts into practice, discovers, invents, or produces any intellectual property during the course of its work under this Contract, it shall report that fact to the PBRPC.

The SUBCONTRACTOR may obtain governmental protection for rights in the intellectual property. However, the PBRPC and the TCEQ hereby reserves a nonexclusive, royal-free and irrevocable license to use, publish, or reproduce the intellectual property for sale or otherwise, and to authorize others to do so.

In performing work under this Contract, the SUBCONTRACTOR shall comply with all laws, rules, and regulations relating to intellectual property, and shall not infringe on any third-party's intellectual property rights. It shall hold the PBRPC harmless for, and to the extent permitted by the laws and Constitution of the State of Texas, defend and indemnify the PBRPC against, any claims for infringement related to its work under this Contract.

Article 17 Identification of the Funding Source

The SUBCONTRACTOR shall acknowledge the financial support of the Texas Commission on Environmental Quality and the PBRPC whenever work funded, in whole or in part, by this Contract is publicized or reported in news media or publications. All reports and other documents completed as a part of this Contract, other than documents prepared exclusively for internal use, shall carry the following notation on the front cover or title page:

PREPARED IN COOPERATION WITH THE
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Article 18 Schedule of Remedies

In accordance with Chapter §2261, Texas Government Code, the following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this section.

- (a). Reject substandard performance and request corrections without charge to the PBRPC.
 - (b). Issue notice of substandard performance or other non-conforming act or omission.
 - (c). Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.
 - (d). Request and receive return of any overpayments or inappropriate payments.
 - (e). Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.
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(f). Reject reimbursement requested and withhold all or partial payments. Funds may be retained by the PBRPC for recovery or administrative costs or returned to the funding source as authorized by agreements with the funding source and by state or federal law.

(g). Terminate the contract, demand and receive: return of all equipment purchased of contract funds, return of all unexpended funds, and repayment of expended funds.

Article 19 Cumulative Remedies

The PBRPC may avail itself of any remedy or sanction provided in this agreement or in law to recover any losses rising from or caused by the SUBCONTRACTORS' substandard performance or any non-conformity with the agreement or the law. The remedies and sanctions available to the PBRPC under this agreement shall not limit the remedies available to the PBRPC under law.

The duties and obligations imposed by this agreement and the rights and remedies available hereunder to the parties hereto, are in addition to, and not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by laws or regulations, by special warranty or guarantee or by other provisions of the agreement.

Article 20 Dispute Resolution

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by Agreement shall be decided by the Executive Director of PBRPC or his designee, who shall reduce his decision to writing and provide notice thereof to the SUBCONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBCONTRACTOR requests a rehearing from the Executive Director of PBRPC. In connection with any rehearing under this Article, the SUBCONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. Pending final decision of a dispute hereunder, the SUBCONTRACTOR shall proceed diligently with the performance of the Agreement and in accordance with PBRPC's final decision.

Article 21 Oral and Written Agreements

All oral or written agreements between the parties hereto relating to the subject matter of this Contract which were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

Article 22 ADA Requirements

The SUBCONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 [ADA], Title 42, Chapter 126 U.S.C., beginning at § 12101; Title 47, Chapter 5 U.S.C. and any subsequent revisions or amendments.

Article 23 Utilization of Historically Underutilized Business Enterprises

The SUBCONTRACTOR agrees that qualified Historically Underutilized Businesses (HUB) shall have opportunity to participate in the performance of this Agreement.

Article 24 Equal Employment Opportunity and Nondiscrimination

The SUBCONTRACTOR agrees that in the performance of this agreement, it will not discriminate against any employee or applicant because of race, color, sex, age, or national origin and it will comply with Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor Relations (41 CFR Part 60). The SUBCONTRACTOR assures that no person will, on the grounds of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefit of, or be subject to discrimination under any program or activity funded in whole or part under this agreement.

The SUBCONTRACTOR shall comply with all applicable state and federal statutes relating to nondiscrimination which include, but are not limited to, those listed in the Uniform Grant Management Standards.

Article 25 Subcontractors, Suppliers, and Others

All contractual expenditures using funds provided under this agreement shall meet all procurement laws and regulations applicable to the SUBCONTRACTOR and the Uniform Grant and Contract Management Act and the Uniform Grant Management Standards. Note that competitive bidding will generally be required.

The SUBCONTRACTOR shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBCONTRACTOR shall monitor its subcontractors as necessary to ensure that the subcontractors are operating consistently with applicable laws and regulations, applicable contracting policies, and this agreement. The SUBCONTRACTOR shall ensure that all subcontractors comply with all record keeping and access requirements as set forth in this agreement. The PBRPC reserves the right to perform an independent audit of all subcontractors.

The SUBCONTRACTORS' contractual costs must comply with allowable costs requirements. SUBCONTRACTORS' which are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If the SUBCONTRACTOR has no competitive procurement policy, the SUBCONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods and services and past performances. All subgrants awarded by the SUBCONTRACTOR shall be in accordance with Subpart C. Sec. 37, subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements.

Article 26 Force Majeure

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the Permian Basin Regional Planning Commission.

Article 27 Entire Contract

This Agreement represents the entire Contract between the contracting parties and supersedes any and all prior contracts between the parties, whether written or oral.

Article 28 Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the agreement, as well as continuing obligations indicated in the agreement, will survive final payment, completion and acceptance of the work and termination or completion of the agreement.