



CITY COUNCIL REGULAR AGENDA

Tuesday, February 25, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, February 25, 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.

- | | |
|--------------------------|-------|
| 4. Public Comment | Moore |
|--------------------------|-------|

Announcements, Presentations and Public Hearings

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

- | | | |
|--|------|-------|
| 5. Open Public Hearing | | Moore |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 410
AYLESFORD, BIG SPRING, TEXAS 79720 – LEGAL
DESCRIPTION: LESS W/33 OF LOT 6, BLOCK C, EARLES
SUBDIVISION, BIG SPRING, HOWARD COUNTY, TEXAS –
OWNER: MARY ORTEGA PUGA | 6-40 | 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">• Update - Large Item Pickup, District 2 - Postponed until Feb. 26th• E-Waste - March 1, 2025• Playground Grand Opening - March 1, 2025 | | |

Consent Items

- | | | |
|--|-------|-------------|
| 9. Approval of the City Council Minutes of the Regular Meeting of February 11, 2025. | 41-46 | Davis |
| 10. Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of January 27, 2025 | 47-48 | Mark Willis |
| 11. Final 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 | 49-51 | Medina |
| 12. Final 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 | 52-55 | Bowles |

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.

Vouchers

13.	Vouchers for 02/18/25	\$	17,913.23	Yanez
	Vouchers for 02/21/25	\$	1,081,131.74	

Bids

14.	Consideration and Possible Action to Award a Bid for the Business Park Water and Sewer Grant Project at the McMahon/Wrinkle Airpark and Authorizing the City Manager or His Designee to Execute any Necessary Documents	56-57	Bowles
-----	---	-------	--------

New Business

15.	First Reading of a Resolution Reviewing and Approving the Investment Policy of the City of Big Spring	58-66	Smith
16.	First Reading of a Resolution Declaring the Unopposed Candidate in the May 3, 2025 General Election for Mayor of the City of Big Spring as Elected to Office; Canceling the General Election for the Position of Mayor; and Providing an Effective Date	67-70	Darden
17.	First Reading of a Resolution Finding that the Statement of Intent of Atmos Energy Corp., West Texas Division to Change Rates Filing Within the City Should be Denied; Finding that the City's Reasonable Rate Case Expenses Shall be Reimbursed by the Company; Finding that the Meeting at Which this Resolution is Passed is Open to the Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel; and Providing an Effective Date.	71-89	Medina
18.	First Reading of a Resolution to Authorize the Filing of a Grant Application with the Texas Parks and Wildlife Department for a Habitat and Angler Access Program Grant	90-91	Himes

Authorizing the Community Services Director to Act on Behalf of the City of Big Spring in All Matters Related to the Application; and Pledging that if a Grant is Received the City of Big Spring will Comply with the Grant Requirements of the Texas Parks and Wildlife Department; 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

- | | | |
|--|--------|--------|
| 19. Consideration and Possible Action to Approve an Engineering Services Agreement with Jacob Martin, LLC for the 2025 Seal Coat Project and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 92-107 | Bowles |
| 20. Discussion and Possible Action on the Review of the EMS Provider Agreement with Allegiance and Authorizing the City Manager or His Designee to Execute any Necessary Documents | | Darden |

Council Input

- | | |
|-------------|-------|
| 21. Input | Moore |
| 22. 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 21, 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.

410 AYLESFORD

Code Enforcement Officer: Malissa Garcia

Exhibit A-1

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 410 AYLESFORD**

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

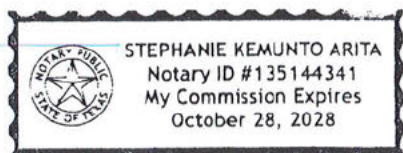
“My name is **Malissa Garcia**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“I am a Code Enforcement Officer for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **410 AYLESFORD**, 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 20 day of February, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of February, 2025 by the above referenced Affiant.



Stephanie Kemunto Arta
Notary Public, State of Texas

Exhibit A-2

Howard Property Search

Property Details

Account		
Property ID:	280687	Geographic ID: B3180002200
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	410 AYLESFORD	
Map ID:		Mapsc0:
Legal Description:	LESS W/33 OF LT 6 BK C EARLES 50X97 617 ACQ 121701 BLK/TRACT C 0.111 ACRES	
Abstract/Subdivision:		
Neighborhood:	(CDCS) CEDAR CREST	
Owner ⓘ		
Owner ID:	445246	
Name:	PUGA MARY ORTEGA	
Agent:		
Mailing Address:	410 AYLESFORD BIG SPRING, TX 79720	
% Ownership:	100.0%	
Exemptions:	HS - For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$31,929 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$4,352 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$36,281 (=)
Agricultural Value Loss:	\$0 (-)
Appraised Value:	\$36,281 (=)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$0 (-)
Assessed Value:	\$36,281
Ag Use Value:	\$0

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: PUGA MARY ORTEGA %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	\$36,281	\$29,025	\$64.15	
02B	CITY OF BIG SPRING	0.671465	\$36,281	\$29,025	\$194.89	
03B	BIG SPRING ISD	0.728300	\$36,281	\$0	\$0.00	
052	HOWARD COLLEGE	0.158693	\$36,281	\$29,025	\$46.06	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: \$305.10

Estimated Taxes Without Exemptions: \$645.61

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

CERTIFICATION
410 AYLESFORD 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.

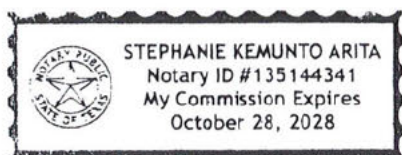
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout 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 20 day of February, 2025.

M. Garza
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of February, 2025

by the above referenced Affiant.



Stephanie Kemunto Arta
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Report Run On: Monday, 03 February
2025 16:25

Case # 25-00000055
Site Address: 410 AYLESFORD

Parcel # : 280687

Case Description: structure in back is falling in

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		mary came in and got a waiver (1/29/25) but did not sign it she left with it and i have not heard from mary. will get folder together to send to legal for abatement hearing. here is the waiver not signed	Malissa Garcia	02/03/25	
PHOTOS		photos taken on 2-3-25	Ashley Guerra	02/03/25	
PHONE CALL		MARY PUGA CALLED AND SAID SHE WANTED TO COME IN AND SIGN A WAIVIER . MODAY 1-27-25 PHONE # [REDACTED]	Ashley Guerra	01/24/25	
GENERAL		NOTICE OF VIOLATION	Malissa Garcia	01/16/25	
SITE VISIT		there is a structure caving in from the roof, will send notice to property owner.	Malissa Garcia	01/15/25	
CORRECTIVE ACTION		structure is not up to code and roof has caved in. structure needs to be repaired or demoed. Deadline for compliance (7) seven days from the date of mailing.	Malissa Garcia	01/15/25	

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION OF
PHOTOGRAPHS BY MALISSA GARCIA**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On January 15, 2025 and February 3, 2025, I inspected the property described as:

LESS W/33 OF LOT 6, BLOCK C, EARLES SUBDIVISION Big Spring,
Howard County, Texas, also known as **410 AYLESFORD**, Big Spring, Texas.

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

SIGNED on the 20 day of February, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of February, 2025
by the above referenced Affiant.

Stephanie Kemunto Arta
Notary Public, State of Texas

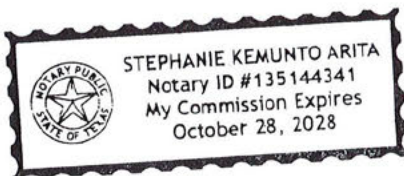


Exhibit A-4



January 15, 2025 12:58 PM



January 15, 2025 12:58 PM



January 15, 2025 12:58 PM



January 15, 2025 12:58 PM



January 15, 2025 12:58 PM



January 15, 2025 12:58 PM



February 03, 2016 4:41 PM

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

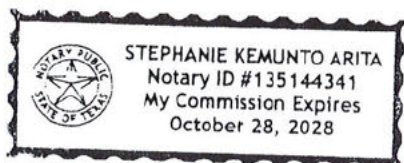
“The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

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

SIGNED on the 20 day of February, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of February, 2025
by the above referenced Affiant.



Stephanie Kemunto Arta
Notary Public, State of Texas

Exhibit A-5



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 410 AYLESFORD BIG SPRING, TX 00000

Legal Description: LESS W/33 OF LT 6 BK C EARLES 50X97 617 ACQ 121701 BLK/TRACT C 0.111 ACRES

Date 01/16/2025

Case No: 25-00000055

PUGA MARY ORTEGA
410 AYLESFORD
BIG SPRING, TX 79720

Dear PUGA MARY ORTEGA

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

Violation:

SUBSTANDARD STRUCTURE

Description of Violation:



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 410 AYLESFORD BIG SPRING, TX 00000

Legal Description: LESS W/33 OF LT 6 BK C EARLES 50X97 617 ACQ 121701 BLK/TRACT C 0.111 ACRES

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

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

Corrective Action:

structure is not up to code and roof has caved in. structure needs to be repaired or demoed. Deadline for compliance (7) seven days from the date of mailing.

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

Issued by:

Malissa Garcia

Code Compliance

432.264.2506

mgarcia@mybigspring.com

Phone

Email Address

If this matter has been taken care of please notify this office at (432)264-2504

It is the sincere hope of the City that you will cooperate with us in helping to make Big Spring an attractive, healthful place in which to live.

Sincerely,

Malissa Garcia - Code Compliance



Code Compliance

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

**NOTICE OF VIOLATION
AND NOTICE OF HEARING**

Sent via: Certified Mail; Return Receipt Requested

February 14, 2025

Mary Ortega Puga
410 S. Aylesford St.
Big Spring, TX 79720-2322

Mary Ortega Puga
P.O. Box 367
Big Spring, TX 79721-0367

Re: 410 AYLESFORD, BIG SPRING, TEXAS 79720
LEGAL DESCRIPTION: LESS W/33 OF LOT 6, BLOCK C, EARLES
SUBDIVISION, Howard County

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

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

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.	Hazardous condition.
304.1.1 UNSAFE CONDITIONS. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings: 1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity. 3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity. 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. The roof has caved in. There are missing roofing components. The roof appears to admit rain and has signs of deterioration. Unsafe condition.
304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.	The roof has defects that admit rain and is not sound and not tight.

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

Corrective Action Sought by Code Compliance

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

REPAIR OR DEMOLISH AND REMOVE
of SECONDARY STRUCTURE.

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

Case number: 25-00000055

Issued by

<u>Malissa Garcia</u>	<u>Code Enforcement Officer</u>
<i>Name</i>	<i>Title</i>
<u>+1 (432) 264-2506</u>	<u>mgarcia@mybigspring.com</u>
<i>Phone</i>	<i>E-mail</i>

The City's goal is voluntary compliance.

FAILURE TO TAKE THE CORRECTIVE ACTION BY THE DEADLINE MAY RESULT IN FINE.

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

YOU ARE HEREBY NOTIFIED THAT THE CITY HAS INITIATED PROCEEDINGS TO ABATE THE ABOVE-DESCRIBED NUISANCES AT YOUR EXPENSE.

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, February 25, 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,



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

7022 0410 0000 4883 0779

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

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

OFFICIAL USE

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

Sent To Mary Ortega Puga
 Street and Apt. No., or P.O. Box No. 410 S. AYLESFORD ST.
 City, State, ZIP+4® Big Spring TX 79720-2322

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2/14/2025
 Postmark Here
 410 AYLESFORD
 Final Notice (Sub)

7022 0410 0000 4883 0762

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

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

OFFICIAL USE

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

Sent To Mary Ortega Puga
 Street and Apt. No., or P.O. Box No. P.O. Box 367
 City, State, ZIP+4® Big Spring TX 79721-0367

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2/14/2025
 Postmark Here
 410 AYLESFORD
 Final Notice (Sub)

ALERT: SEVERE WEATHER IN THE MIDWEST THROUGH THE NORTHEAST U.S. AND THE SOU...

USPS Tracking®

FAQs >

Tracking Number:

Remove X

70220410000048830779

Copy

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

Latest Update

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

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivery Attempt

Reminder to Schedule Redelivery of your item

February 20, 2025

Notice Left (No Authorized Recipient Available)

BIG SPRING, TX 79720

February 15, 2025, 3:40 pm

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

February 14, 2025, 9:38 pm

Hide Tracking History

Feedback

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

Text & Email Updates



USPS Tracking Plus®



Product Information



See Less ^

Tracking Number:

Remove X

70220410000048830762

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 20, 2025 at 12:31 pm. The item is currently in transit to the destination.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Out for Delivery

Preparing for Delivery

Moving Through Network

Arrived at USPS Regional Facility

EL PASO TX DISTRIBUTION CENTER

February 20, 2025, 12:31 pm

In Transit to Next Facility

February 19, 2025

Arrived at USPS Regional Facility

MIDLAND TX DISTRIBUTION CENTER

February 14, 2025, 9:33 pm

Hide Tracking History

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

See More 

Track Another Package

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for February 25, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 14, 2025.”

SIGNED on the 20 day of February, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 20th day of February, 2025
by the above referenced Affiant.

Stephanie Kemunto Arta
Notary Public, State of Texas

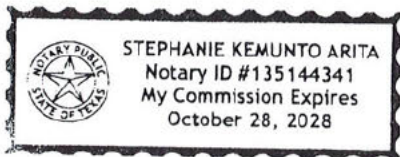


Exhibit A-6



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 25TH, 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:

410 AYLESFORD – LEGAL DESCRIPTION: LESS W/33 OF LOT 6, BLOCK C, EARLES SUBDIVISION – OWNER: MARY ORTEGA PUGA

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



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, February 11, 2025, with the following members present in person:

MAYOR ROBERT MOORE
COUNCIL MEMBER NICK ORNELAS
COUNCIL MEMBER DIANE YANEZ
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
CHAD WILLIAMS	Police Chief
JAY HOLT	Fire Chief
MIKE FEELEY	Airpark Director
SANDY SMITH	Finance Director
SUSAN HIMES	Community Services Director
TAMI DAVIS	City Secretary
MANDY HAYNES	Municipal Judge

Open Session

Call to Order

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

Invocation

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

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

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

Public Comment

Public Comment

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.

Council Member Yanez asked for a moment of silence in memory of Nati Saldivar.

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 Ornelas.

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

NAYS: None 0

MOTION PASSED

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

MOTION WAS MADE BY Mayor Moore to abate the above captioned property (1500 Stadium), seconded by Council Member Wilkerson.

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

NAYS: None 0

MOTION PASSED

Close Public Hearing

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

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

NAYS: None 0

MOTION PASSED

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 2 - February 19th

- E-Waste - March 1, 2025
- Future Tire Recycle Project
- City Holiday - President's Day - February 17th

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup for District 2 will be on February 19th; E-waste will be held on March 1st at the Big Sandy Landfill; There will be tire recycling project in the near future; City offices will be closed on February 17th in observance of President's Day; and also invited Council and citizens to attend a retirement party for Gloria Blackburn for 28 years of service on Friday, February 14th from 2-4 in the Council Chambers.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of January 28, 2025.

Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of December 17, 2024

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

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

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

NAYS: None 0

MOTION PASSED

Vouchers

Vouchers for 01/31/25 \$ 180,028.95

Council Member Ornelas reviewed the above captioned vouchers.

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

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

NAYS: None

0
MOTION PASSED

Vouchers for 02/07/25 \$ 288,332.37

Council Member Yanez reviewed the above captioned vouchers.

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

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

**NAYS: None 0
MOTION PASSED**

Bids

Consideration and Possible Action on Awarding a Bid for a Zero Turn Mower for the McMahon-Wrinkle Airpark

MOTION WAS MADE BY Council Member Wilkerson to award the above captioned bid to John Deere in the amount of \$12,807.88, seconded by Council Member Ornelas.

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

**NAYS: None 0
MOTION PASSED**

New Business

Report on the Big Spring Police Department 2024 Racial Profiling Analysis
Chad Williams, Police Chief, gave a brief report on the 2024 Racial Profiling Analysis. No action necessary.

Acknowledge Receipt of the First Quarter Financial Report

Acknowledge Receipt of the First Quarter FY 2024-2025 Investment Report
City Council acknowledged the above captioned reports from Sandy Smith, Finance Director. No action necessary.

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

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

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

NAYS: None 0

MOTION PASSED

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.

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

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

NAYS: None 0

MOTION PASSED

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

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

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

NAYS: None 0

MOTION PASSED

Boards & Committees

Consideration and Possible Action on the Below Listed Board:

McMahon/Wrinkle Aviation Advisory Board

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

MOTION WAS MADE BY Mayor Moore to appoint John Scott to the

**McMahon/Wrinkle Aviation Advisory Board, seconded by Mayor Pro Tem
Tompkins.**

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

NAYS: None 0

MOTION PASSED

Council Input

Input

Council Member Yanez reminded her constituents of the large item pickup for her district on February 19th

**Council Member Wilkerson thanked the pastor for the prayer before the meeting
Council Member Tompkins would like more information on the e-waste to be published and thanked the police department for their work.**

Adjourn

Mayor Moore adjourned the City Council meeting at 5:56 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
Monday, January 27, 2025, 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. Monday, January 27, 2025, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on January 23, 2025, to the Board of Directors, the news media, and duly posted on January 23, 2025, 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 Monday, January 27, 2025, 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 December 17, 2024, Regular Meeting, Consideration/Action to Approve December Investment Report and Financials, Welcome New Member, Election of Officers, Consideration/Action to Approve the Renewal of BRE Services, Consideration/Action to Approve Request for Quotes for Monument Sign, Directors Report, Board Comment, and Adjourn".

Directors Present:

Ms. Anna Scott- President
Mr. Cody Williams
Mr. Brent Strande
Mr. Terry McDaniel

Directors Absent:

Mr. Kevin Armstrong- Secretary/Treasurer
Mr. Raul Benavides

Staff Present:

Mr. Mark Willis
Ms. Teresa Morris

Guests that signed in:

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

Ms. Scott called the meeting to order at 5:15 p.m. Ms. Scott led the invocation and pledge.

AGENDA ITEM #2- Public Comment:

None

AGENDA ITEM #3- Action on Minutes of December 17, 2024, Regular Meeting:

Ms. Scott 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 December Investment Report and Financials

The December Financials and Investment Report will be presented at the February meeting.

ACTION ITEM #5- Welcome New Board Member:

Ms. Scott introduced Mr. Terry McDaniel as the new Board Member representing the mayors at large district. The authorized financial signers will be Mark Willis, Anna Scott, Brent Strande, Kevin Armstrong, Cody Williams and Terry McDaniel, removing Joel De La Garza.

ACTION ITEM #6- Election of Officers-Vice President

Ms. Scott asked for nominations for Vice President. Ms. Scott nominated Mr. Strande. Motion to elect Mr. Strande as Vice President was made by Mr. McDaniel seconded by Mr. Williams. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM # 7- Consideration/Action to Approve the Renewal of BRE Services:

Mr. Willis presented the Renewal Agreement for BRE Services. Motion to renew BRE Services 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.

ACTION ITEM #8- Consideration/Action to Approve Request for Quotes for Monument Sign:

Motion to table this item until the next meeting was made by Mr. Strande seconded by Mr. McDaniel. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion.

ACTION ITEM #9- Directors Report:

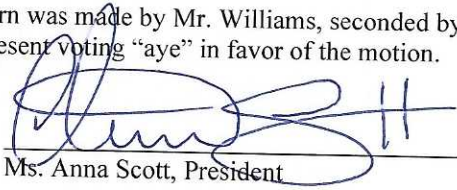
Projects: Bid requests for the Crossroads Business Park have been posted and are expected to be reviewed mid-February. The Executive Director attended the FCI Community Relations Board meeting. Both the Executive Director and Associate Director (who also did much of the organizing of the event) participated in the Annual 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 staff has been working to explore options to replace the existing EDC sign at the reduced budget approved by the City Council. Staff participated in the school to work conference and lunch. The Executive Director presented the final abatement proposal for the Samsung battery storage project to Howard College. Staff have begun analysis for redesigning the incentive package for ABS Wind, due to some changes in the company's expansion plans. Meetings: The EDC Director attended the monthly County Group meeting, two radio interviews, participated in 2 City staff meetings, participated in two City Council meetings. The EDC Director attended a County Commission meeting to discuss a new battery storage lead. The next Board meeting is tentatively scheduled for February 18th.

AGENDA ITEM #10-Board Comments:

Mr. Strande is looking forward to his role as the Vice President. Board members welcomed Mr. McDaniel. Mr. McDaniel expressed his gratitude for being a board member.

AGENDA ITEM #11- Adjourn:

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Williams, seconded by Mr. McDaniel. The motion passed 4 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:29 pm on January 27, 2025.


Ms. Anna Scott, President

ATTEST:


Mr. Kevin Armstrong, Secretary/Treasurer



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 25, 2025

Subject: Business Park Water and Sewer

Action Requested: Bid Award to Whitewater Construction for the Business Park EDA Grant Project.

Background Information: The City of Big Spring was awarded an EDA grant for water and sewer infrastructure on the Big Spring Airpark. After getting the EDA's approval of our project and the right of ways under contract we were able to go out for bid for the project.

Financial Considerations:

Expenditure amount requested:	\$3,361,241.00	\$2,2616,985.00
What fund/department account will this amount be drawn from?	EDA Fund	Airpark Funds
Revenue generated:	N/A	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	Yes, this project will continue into next year's budget	

Vendor Bids/Quotations: We received ten bids for this project. And the lowest bid that included a deduction line item as we requested was Whitewater Construction.

Staff Opinion as to Feasibility and Timeline: This project is estimated to take 300 days and will be completed between late 2025 or early 2026.

Staff recommendation: It is our recommendation to approve Whitewater Construction's bid for the EDA project. The total cost of the contracts and both projects is \$5,238,148.00.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG
SPRING, TEXAS REVIEWING AND APPROVING THE INVESTMNT
POLICY OF THE CITY OF BIG SPRING.**

WHEREAS, the City Council of the City of Big Spring has adopted a written investment policy as required by the Public Funds Investment Act; and

WHEREAS, the Public Funds Investment Act requires an annual review of the adopted investment policy, Section 2256.005(e), Texas Government Code;

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

SECTION 1. The City Council has reviewed and hereby approves the investment policy and investment strategy hereto attached as Exhibit A.

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

Robert H. Moore, III, Mayor

ATTEST:

Tami L. Davis, City Secretary

City of Big Spring

Investment Policy

02/28/2025

I. INTRODUCTION

It is the policy of the City of Big Spring that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal while meeting the daily cash flow needs of the City and conforming to the Public Funds Investment Act (the “Act”) Texas Government Code Chapter 2256. It is the intent of the City to be in complete compliance with local law and the Act.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. The earnings from investment will be used in a manner that best serves the interests of the City.

The purpose of this Policy is to set specific investment policy and strategy guidelines. Direct specific investment parameters for the investment of public funds in Texas are found in the Act. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public Texas funds deposits.

II. SCOPE

This investment policy applies to all financial assets of the City and any new funds created unless specifically exempted by the City Council and this Policy.

III. OBJECTIVES

It is the policy of the City that all funds shall be managed and invested with four primary objectives, listed in order of their priority: safety, liquidity, diversification and yield. Investments are to be chosen in a manner which promotes diversity. To match anticipated cash flow requirements the maximum weighted average maturity (WAM) of the overall portfolio may not exceed sixty (60) months.

Safety

The primary objective of the investment activity is the preservation of capital. Each investment transaction shall be conducted in a manner to avoid capital losses, whether from security defaults, safekeeping, or erosion of market value. Investments in high credit quality securities and decisions based on anticipated cash needs are primary factors in providing safety.

Liquidity

The investment portfolio shall be structured to meet all expected obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow liabilities and maintaining additional liquidity for unexpected liabilities.

Diversification

The portfolio shall be diversified by institution, market sector and maturity as much as possible.

Yield

The benchmark for the commingled portfolio shall be the comparable period six-month U.S. Treasury Bill, designated for its comparability to the expected average cash flow pattern and the Policy maximum weighted average maturity (WAM) limit of thirty-six months. The investment program shall seek to augment returns above this threshold consistent with risk limitations identified and the City's prudent investment strategy.

Cash management is the process of managing funds in order to insure maximum cash availability and reasonable yield on short-term investments. The City shall strive for a cash management program which includes timely collection of accounts receivable, vendor payments in accordance with invoice terms, and prudent investment of assets.

IV. INVESTMENT STRATEGY

The City may maintain one commingled portfolio for investment purposes which incorporates the specific uses and the unique characteristics of the funds in the portfolio. The investment strategy has as its primary objective assurance that anticipated liabilities are matched and adequate investment liquidity provided. The City shall pursue a conservative portfolio management strategy based on a buy-and-hold philosophy. This may be accomplished by creating a ladder maturity structure with some extension for yield enhancement. The maximum maturity of any security will be sixty (60) months and the maximum dollar weighted average maturity of thirty-six (36) months or less will be calculated using the stated final maturity date of each security. The investment strategy for debt service funds shall have as its primary objective the timely payment of debt service obligations. Successive debt service dates will be fully funded before any investment extensions are made.

V. DELEGATION OF RESPONSIBILITY

No unauthorized person may engage in an investment transaction and all transactions shall be executed as provided under the terms of this Policy and its supporting procedures.

Investment Officer(s)

The City Manager, Assistant City Manager and Director of Finance will be designated as Investment Officers, by City Council resolution, responsible for investment decisions and activities. The Investment Officer(s) are responsible for creating and maintaining the portfolio in accordance with this Policy, providing timely quarterly reporting to the Council, and establishing supporting procedures. The City may further contract with an SEC registered investment adviser for non-discretionary management of the portfolio.

All investment officers shall attend at least ten (10) hours of training, from sources approved by the City Council, within twelve months of designation as investment officer and shall attend eight (8) hours of training every two successive fiscal years.

Investment Officers shall refrain from personal and business activity that could conflict with proper execution of the investment program or which could impair their ability to make impartial investment decisions. Disclosure shall be made to the City Manager. An Investment Officer who has a personal business relationship within the two levels of blood or marriage with an organization seeking to sell an investment to the City who meets the parameters established in the Act, shall file a statement disclosing that relationship to the City Council and the Texas Ethics Commission.

City Council Responsibilities

The City Council holds ultimate fiduciary responsibility for the portfolio. It will designate investment officer(s), receive and review quarterly reporting, approve and provide for investment officer training, annually approve broker/dealers, and annually review and adopt the Investment Policy and Strategy.

VI. PRUDENCE AND CONTROLS

The standard of prudence to be applied to all City investments shall be the “prudent person” rule, which states:

“Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds under the City’s control over which the officer has responsibility rather than a consideration as to the prudence of a single investment.

The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall be responsible but not liable for a specific security’s credit risk or market

price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments

Internal Controls

The Investment Officer is responsible for establishing and maintaining internal controls to reasonably assure that assets are protected from loss, theft, or misuse. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived, and the valuation of costs and benefits requires ongoing estimates and judgments by management.

The internal controls shall address the following points at a minimum:

- A. Control of collusion,
- B. Separation of transaction authority from accounting and record keeping,
- C. Safekeeping of owned and pledged securities,
- D. Clear delegation of authority,
- E. Written confirmation for all transactions, and
- F. Review, maintenance and monitoring of security procedures both manual and automated.

Annually the Investment Officer shall perform an internal compliance audit to assure compliance with the requirements of this Policy and the Act. Annually, the City's external auditor shall review the quarterly reports.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain the cash flow requirements of the City. The Investment Officer will analyze needs and maintain a cash flow plan to monitor and forecast cash positions for investment purposes.

Competitive Bidding

All security transactions will be made on documented competitive bid basis to assure the City is receiving the best available market rates. When-issued US agency securities should be compared to other securities available in the secondary market to determine competitiveness

Monitoring Credit Ratings

The Act requires that securities requiring a specific credit rating must be liquidated if the rating falls below the minimum rating. The Investment Officer (Director of Finance) shall monitor, on no less than a monthly basis, the credit rating on all authorized investments in the portfolio for which the policy requires a credit rating. The rating should be based upon independent information from a nationally recognized rating agency. If any security falls below the minimum rating required by Policy, the Investment Officer (Director of Finance)

shall notify the City Manager and Assistant City Manager of the loss of rating, and liquidation options within two days.

Monitoring FDIC Status for Mergers and Acquisitions

A merger or acquisition of brokered CDs into one bank reduces FDIC coverage. The Investment Officer shall monitor, on no less than a weekly basis, the status and ownership of all banks issuing brokered CD securities owned by the City based upon information from the FDIC (fdic.gov). If any bank has been acquired or merged with another bank in which brokered CDs are owned by the City, the Investment Officer or Adviser shall immediately liquidate any brokered CD which places the City above the FDIC insurance level.

VII. AUTHORIZED INVESTMENTS

Assets of the City may be invested only in the following instruments as further defined by the Act. If changes are made to the Act they will not be authorized until this Policy is modified and adopted by the City Council. All investment transactions will be made on a competitive basis.

- A. Obligations of the United States Government, its agencies and instrumentalities with a maximum stated maturity of five years excluding mortgage-backed securities.
- B. Fully insured or collateralized depository certificates of deposit from banks in Texas, with a maximum maturity of five years insured by the Federal Deposit Insurance Corporation, or its successor, or collateralized in accordance with this Policy.
- C. AAA-rated, Texas Local Government Investment Pools which strive to maintain a \$1 net asset value (NAV) AND as defined by the Act and authorized by resolution of the City Council.
- D. AAA-rated, SEC registered money market mutual funds in compliance with SEC Rule 2a-7 and striving to maintain a \$1 net asset value.
- E. FDIC insured, brokered certificates of deposit securities from a bank in any US state, delivered versus payment (DVP) to the City's safekeeping agent, not to exceed sixty (60) months to maturity. Before purchase, the Investment Officer must verify the FDIC status of the bank on www.fdic.gov to assure that the bank is FDIC insured.
- F. FDIC insured or collateralized interest bearing and money market accounts from any FDIC insured bank in Texas.
- G. Share certificates from credit unions doing business in Texas, which are fully insured by the National Credit Union Share Insurance Fund and with a maximum stated maturity of sixty (60) months.
- H. General debt obligations of any US state or political subdivision rated A or better with a stated maturity not to exceed twelve (12) months.

Delivery versus Payment

All securities shall be purchased on a delivery versus payment (DVP) settlement basis. Funds shall not be released until receipt of the security by the City's approved safekeeping depository. The depository shall provide the City with proof of ownership or claim by an original document delivered to the City.

VIII. REPORTING

Quarterly Reporting

The Investment Officers shall prepare and submit a signed quarterly investment report to the City Council in accordance with the Act giving detail information on each portfolio and bank position and summary information to permit an informed outside reader to evaluate the performance of the investment program. The report will include the following at a minimum:

- A. A full description of each individual security or bank/pool position held at the end of the reporting period including the amortized book and market value at the beginning and end of the period,
- B. Unrealized gains or losses (book value minus market value),
- C. Overall change in market value during the period as a measure of volatility, - Weighted average yield of the portfolio and its applicable benchmarks,
- D. Earnings for the period (accrued interest plus accretion minus amortization),
- E. Allocation analysis of the total portfolio by market sector and maturity, and
- F. Statement of compliance of the investment portfolio with the Act and the Investment Policy signed by the Investment Officer(s).

Market prices for the calculation of market value will be obtained from independent sources.

IX. FINANCIAL COUNTER-PARTIES

Depository

At least every five years, a banking services depository shall be selected through a competitive request for proposal [application] or bid process in accordance with the Texas Government Code 105. In selecting a depository, the services, cost of services, credit worthiness, earnings potential, and collateralization by the institutions shall be considered. If securities require safekeeping, the RFP/bid will request information on safekeeping services. The depository contract will provide for collateral if balances exceed the FDIC insurance balance per tax identification number.

All time and demand deposits in any depository of the City shall be insured or collateralized at all times in accordance with this Policy.

Other banking institutions, from which the City may purchase certificates of deposit or place interest bearing accounts, will also be designated as a depository for depository/collateral purposes. All depositories will execute a depository agreement and have the Bank's Board or Bank Loan Committee pass a resolution approving the agreement if collateral is required.

Security Broker/Dealers

All broker/dealers who desire to transact business with the City must supply the following documents to the Investments Officer(s).

- A. Financial Industry Regulatory Authority (FINRA) certification and CRD #
- B. Proof of Texas State Securities registration

Each broker/dealer will be sent a copy of the City's investment policy. If material changes are made to the policy, the new policy will be sent to the broker/dealer.

Each local government pool must be provided a copy of the City's current Investment Policy and certify to a review of the Policy stating that the pool has controls in place to assure only Policy approved investments will be sold to the City.

A list of qualified broker/dealers will be reviewed and approved at least annually by the City Council. In order to perfect the DVP (delivery verses payment) process the banking services depository, or its brokerage subsidiary, will not be used as a broker.

X. COLLATERAL

Time and Demand Deposits Pledged Collateral

All bank time and demand deposits shall be collateralized above the FDIC coverage by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, collateral will be maintained and monitored by the pledging depository at a market value of 102% of the deposited principal and accrued interest on the deposits. The bank shall monitor and maintain the margins on a daily basis.

Collateral pledged to secure deposits shall be held by an independent financial institution outside the holding company of the depository. If required, the collateral agreement with the depository shall be approved by resolution of the Bank Board or Bank Loan Committee. The Custodian or bank shall provide a monthly report of collateral directly to the City.

All collateral shall be subject to inspection and audit by the City or its independent auditors.

Authorized Collateral

Only the following securities are authorized as collateral for time and demand deposits or repurchase agreements:

- A. FDIC insurance coverage.
- B. Obligations of the United States, its agencies or instrumentalities, or evidence of indebtedness of the United States guaranteed as to principal and interest including MBS and CMO which pass the bank test.
- C. Obligations of any US state or of a county, City or other political subdivision of any state having been rated as investment grade (investment rating no less than "A" or its equivalent) by two nationally recognized rating agencies.
- D. Letter of Credit from the FHLB.

Preference will be given to pledged collateral securities.

XI. SAFEKEEPING

All purchased securities are to be cleared to the City's safekeeping agent on a delivery versus payment (DVP) basis. All safekeeping arrangements shall be approved by the Investment Officer(s) and an agreement of the terms executed in writing. The independent third party safekeeping agent shall be required to issue safekeeping receipts to the City listing each specific security, rate, description, maturity, cusip number, and other pertinent information.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, DECLARING THE UNOPPOSED CANDIDATE IN THE MAY 3, 2025 GENERAL ELECTION FOR MAYOR OF THE CITY OF BIG SPRING AS ELECTED TO OFFICE; CANCELING THE GENERAL ELECTION FOR THE POSITION OF MAYOR; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election was called for May 3, 2025, for the purpose of electing a Mayor of the City of Big Spring; and

WHEREAS, the City Secretary has provided certification (Exhibit A) to the Mayor and City Council Members that the position for Mayor is unopposed for election to office;

WHEREAS, no candidate's name has been placed on the list of write-in candidates for this office under applicable law; and

WHEREAS, pursuant to the provisions of Section 2.051 of the Texas Election Code, the governing body of the City of Big Spring, Texas, may by resolution declare an unopposed candidate elected to office;

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

SECTION 1. City Council accepts the Certification of the Unopposed Candidate in Exhibit A.

SECTION 2. City Council authorizes the Mayor to sign the order of cancellation in Exhibit B.

SECTION 3. The following candidate, who is unopposed in the May 3, 2025 general election, are declared elected to office, and shall be issued certificates of election in the same manner as provided for a candidate elected at an election.

Mayor

Robert H. Moore III

SECTION 4. A copy of the signed order from Exhibit B will be posted on Election Day at each polling place that would have been used in the election.

SECTION 5 This resolution shall take effect upon its final passage.

PASSED AND APPROVED on first reading at a regular meeting of the City Council of the City of Big Spring 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 of the City of Big Spring 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

Exhibit A
Anexo A

CERTIFICATION OF UNOPPOSED CANDIDATE
CERTIFICACIÓN DE CANDIDATO SIN OPOSICIÓN

To: Mayor
Al: Alcalde

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidate are unopposed for election to office for the election scheduled to be held on May 3, 2025

Como autoridad responsable de tener preparada la boleta oficial, por la presente certifico que los siguientes candidatos no tienen oposición para la elección al cargo para la elección programada para el 3 de mayo de 2025

List office and name of candidate:
Lista de cargo y nombre de los candidato:

Office(s) Cargo(s)

Candidate(s) Candidato(s)

Mayor (*Alcalde*)

Robert H. Moore III

Signature (Firma)

Printed name (Nombre en letra de molde)

City Secretary (Secretario de la ciudad)

Date of signing (Fecha de firma)

(Seal) (sello)

Exhibit B
Anexo B

ORDER OF CANCELLATION
ORDEN DE CANCELACIÓN

The City Council of Big Spring hereby cancels the election scheduled to be held on May 3, 2025, in accordance with Section 2.053(a) of the Texas Election Code. The following candidate has been certified as unopposed and are hereby elected as follows:

El Consejo Municipal de Big Spring por la presente cancela la elección que, de lo contrario, se hubiera celebrado el 3 de mayo de 2025 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se haya indicado a continuación:

Candidate (*Candidato*)

Office Sought (*Cargo al que presenta candidatura*)

Robert H. Moore III

Mayor (*Alcalde*)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

Se publicará una copia de esta orden el día de las elecciones en cada lugar de votación que se haya utilizado en las elecciones.

Mayor (*Alcalde*)

City Secretary (*Secretario de la ciudad*)

(seal) (*sello*)

Date of adoption (*Fecha de adopción*)



INTEROFFICE MEMORANDUM

Date: February 19, 2025

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

From: John Medina, Assistant City Manager

Subject: Atmos Energy Corporation's Statement of Intent Filing

On October 25, 2024, Atmos Energy Corp., West Texas Division (Atmos or Company) filed a Statement of Intent to Increase Rates with cities retaining original jurisdiction in the West Texas Division. In the filing, the Company is seeking to increase system-wide base rates by approximately \$66.1 million. If approved, this will increase the annual revenues received from the incorporated areas by approximately \$26.9 million (an increase of 20.76% including gas costs). According to Atmos West Texas, the impact of this approval on an average residential customer would be an increase of about \$16.66 per month (an increase of 10%).

In late October, the Cities Served by Atmos West Texas (Cities) engaged the services of consultants to review the Company's filing. The consultants identified numerous unreasonable expenses and proposed significant reductions to the Company's request. Accordingly, Cities' attorney recommends that all Cities members adopt the Resolution denying the rate change. Once the Resolution is adopted, Atmos will have 30 days to appeal the decision to the Railroad Commission where the appeal will be consolidated with Atmos's filing for the environs and those cities that have relinquished their jurisdiction (i.e. Gas Utility Docket 18879) currently pending at the Commission.

Under the law, a city may suspend the rate change for 90 days after the date the rate change would otherwise be effective. Atmos agreed to an effective date of December 21, 2024. The City of Big Spring took action on the suspension resolution before December 21, 2024, the time has now come for us to adopt the resolution denying the rate change. The city must take action no later than March 21, 2025.

Purpose of the Resolution:

The purpose of the Resolution is to deny the rate application and consolidation proposed by Atmos. Finding that Atmos' application is unreasonable and should be denied and that their current rates are not changed. And that Atmos reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants, approved by the Cities, will submit monthly invoices that will be forwarded to Atmos for reimbursement.



October 25, 2024

TO THE HONORABLE MAYOR AND CITY COUNCIL:

Re: Atmos Energy's Statement of Intent to Change Gas Utility Rates within All Incorporated Areas Served by Its West Texas Division

Dear Mayor and City Council Members:

Enclosed for filing in the official City records is Atmos Energy Corporation's ("Atmos Energy") Statement of Intent to Change Gas Utility Rates within All Incorporated Areas Served by its West Texas Division, including supporting exhibits and a flash drive that contains the electronic files.¹ This filing is being made pursuant to the provisions of Texas Utilities Code ("Tex. Util. Code") § 104.102 and is intended to invoke the original jurisdiction of the City as provided for in Tex. Util. Code § 103.001. In order to effectuate a systemwide change in rates, Atmos Energy has filed the same proposed systemwide cost of service with the Railroad Commission of Texas ("Commission") and is proposing the same change in rates for the unincorporated areas of the WTX Division.²

The proposed effective date of these rate changes is November 29, 2024, which is 35 days from the date of filing as required under Tex. Util. Code § 104.102. While no action on the part of the City is required for the proposed changes to take effect, please contact me if you have any questions. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to be "P. Littlejohn", written over a horizontal line.

Philip R. Littlejohn
Vice President, Rates & Regulatory Affairs
Atmos Energy Corporation, West Texas Division

Attachment

¹ Confidential material will be provided upon receipt of the proposed Protective Agreement certification included as Exhibit E of the Statement of Intent.

² For informational purposes, Atmos Energy is providing the direct testimony accompanying its Commission Statement of Intent filing as Exhibit D of the Statement of Intent.

**ATMOS ENERGY CORPORATION'S STATEMENT OF INTENT
TO CHANGE GAS UTILITY RATES WITHIN ALL INCORPORATED AREAS OF
THE WEST TEXAS DIVISION**

Atmos Energy Corporation ("Atmos Energy" or the "Company") on behalf of its West Texas Division ("WTX Division") respectfully files this Statement of Intent to change gas utility rates within all incorporated areas of the WTX Division under the provisions of Subchapter C of Section 104 of the Texas Utilities Code ("Tex. Util. Code") and applicable municipal requirements. The Company requests that the revised rate schedules, which are included as **Exhibit A** to this Statement of Intent and incorporated herein by reference, become effective on November 29, 2024, which is 35 days from the date of this filing. In support thereof, the Company respectfully shows as follows:

I. JURISDICTION

The WTX Division is a gas utility under Tex. Util. Code § 101.003(7), and municipalities have exclusive original jurisdiction to set the rates requested for residential and other general sales service customers within the incorporated areas served by the WTX Division under Tex. Util. Code § 103.001.

II. ORGANIZATION OF THE FILING

Exhibit A – Proposed Tariffs and Rate Schedules

Exhibit B – Proposed Change in Revenues for the Unincorporated Areas and Cities

Exhibit C – Proposed Notice

Exhibit D – Testimony submitted to the Railroad Commission of Texas in support of the Company's proposed change in rates for its unincorporated areas

Exhibit E – Proposed Protective Agreement

Exhibit F – Cost of Service & Class Cost of Service Studies

III. SUMMARY OF RATE FILING, PROPOSED CHANGES, EXPECTED REVENUE CHANGE, AND RELIEF REQUESTED

In preparing this filing, Atmos Energy has complied with the requirements of the Railroad Commission of Texas' ("Commission") Final Order in Gas Utilities Docket ("GUD") No. 10900. The Final Order in GUD No. 10900 ordered the Company to submit a rate filing no later than November 1, 2024 to change rates for the incorporated and unincorporated areas of its WTX Division and to include the Triangle system in the requested system-wide cost of service.¹ Consistent with this requirement, the Company has calculated its proposed revenue requirement based on a system-wide cost of service for the WTX Division that includes the Triangle distribution system.

The Company has concurrently filed a Statement of Intent to Change Rates within all incorporated areas served by the WTX Division and with the Commission for its unincorporated areas. The incorporated areas of the WTX Division are comprised of the cities of Amarillo, Lubbock, Dalhart, and Channing ("ALDC Cities") and the cities of Abernathy, Amherst, Anton, Big Spring, Bovina, Brownfield, Buffalo Springs Lake, Canyon, Coahoma, Crosbyton, Dimmitt, Earth, Edmonson, Floydada, Forsan, Friona, Fritch, Hale Center, Happy, Hart, Hereford, Idalou, Kress, Lake Tanglewood, Lamesa, Levelland, Littlefield, Lockney, Lorenzo, Los Ybanez, Meadow, Midland, Muleshoe, Nazareth, New Deal, New Home, Odessa, O'Donnell, Olton, Opdyke West, Palisades, Pampa, Panhandle, Petersburg, Plainview, Post, Quitaque, Ralls, Ransom Canyon, Ropesville, Sanford, Seagraves, Seminole, Shallowater, Silverton, Slaton, Smyer, Springlake, Stanton, Sudan, Tahoka, Timbercreek Canyon, Tulia, Turkey, Vega, Wellman, Wilson, Wolfforth ("WTX Cities"). The Company has proposed the same November 29, 2024

¹ See *Statement of Intent of Atmos Energy Corporation, West Texas Division to Establish Cost-Based Rates for the Triangle Distribution System*, GUD No. 10900 consol., Final Order at Finding of Fact No. 46 and Ordering Paragraph 6 (Apr. 21, 2020).

effective date for the proposed rate changes within both its incorporated and unincorporated areas. No action on the part of the Cities is required to permit these proposed rates to become effective.

For the twelve (12)-month period ending June 30, 2024, the Company's adjusted gas sales and transportation revenues from the incorporated areas served by the WTX Cities totaled approximately \$83.3 million. When test year revenues received from all of the WTX Division (all incorporated and unincorporated areas, including the Triangle distribution system) are included, the total revenue is \$209.6 million, and the approximate increase is \$66.1 million. If approved, the proposed rates will increase the annual revenues received from the incorporated areas served by the WTX Cities by approximately \$26.9 million, which is a change of 20.76% including gas costs and 32.27% excluding gas costs. Because the proposed changes will increase the Company's total aggregate revenue within the incorporated areas of the WTX Division by more than 2.5%, the proposed changes, if approved, constitute a "major change" in rates as that term is defined by Tex. Util. Code § 104.101.

The rate schedules, attached hereto as **Exhibit A** to the Statement of Intent and made a part hereof, evidence the rate changes proposed by the Company. The proposed rate changes will allow Atmos Energy to recover additional revenue to eliminate the existing earnings deficiency and allow it the opportunity to earn a fair return on its investment. The Company's filed cost of service data demonstrates that its total net revenue deficiency for service provided under cost of service rate schedules, after adjustments for known and measurable changes, and based on a requested overall rate of return of 8.21%, which reflects Atmos Energy's projected capital structure at September 30, 2024, is approximately \$66.1 million on an annual basis. In addition to establishing new rates, the Company seeks to:

- Obtain from the WTX Cities, a prudence determination on the capital investment made in the existing WTX and Triangle distribution systems between January 1, January 1, 2024 and September 30, 2024;²
- Obtain a Commission determination that the WTX Division has correctly reflected changes to utility rates to account for all the impacts of the lowered federal corporate income tax rate consistent with the Accounting Order issued in GUD No. 10695;³
- Establish new depreciation rates for the WTX Division’s plant assets, as well as the plant assets held by Atmos Energy’s Shared Services Unit (“SSU”);
- Obtain approval to record Cloud Computing costs as a capital investment recoverable through its annual interim rate adjustment (“IRA”) filings made pursuant to Tex. Util. Code § 104.301;
- Increase the meals and lodging limitations to levels that have been approved as reasonable by the Commission in recent rate proceedings;
- Adopt a new System Safety & Integrity Rider (“Rider SSI”) that will, based on a benchmark established in this case, allow the Company to recover or refund to customers, third-party expenses incurred for: (1) inspection activities to confirm that there is no existing cross-bore damage on facilities installed prior to 2016; (2) specific damage prevention activities necessary to install technology to make unlocatable facilities electronically locatable; (3) incremental leak surveying and detection activities conducted by third-party contractors; (4) supervisory activities related to third-party excavation near Atmos Energy facilities; and (5) pipeline integrity testing and records review required by the Pipeline and Hazardous Materials Safety Administration. The pipeline integrity testing and records review costs will capture activities currently being performed within the legacy WTX system, as well as the Triangle system activities currently being recorded to the SSI regulatory asset authorized by the Commission in GUD No. 10900;
- Adopt a new Rider SUR – Surcharges (“Rider SUR”), which will provide for: (1) the recovery of authorized rate case expenses; (2) the refund of uncertain tax provisions, which have historically been referred to as FIN 48; (3) the recovery of the existing SSI regulatory asset balance; (4) continued refund of the Unprotected Excess Deferred Income Tax (“EDIT”) amortization balance to customers; and (5) the refund of the residual Winter Storm Uri securitization interest expense to

² The WTX Cities have previously rendered prudence determinations for capital investment prior to January 1, 2024, as part of the annual Rate Review Mechanism (“RRM”) process. As part of the rate filing submitted to the ALDC Cities, the Company seeks a prudence determination on the capital investment made in the existing WTX system and the Triangle system between January 1, 2021 and September 30, 2024. The ALDC Cities previously rendered prudence determinations for capital investment prior to January 1, 2021. As part of the rate filing submitted to the Commission, the Company seeks a prudence determination on the capital investment made in the existing WTX system between January 1, 2018 and September 30, 2024, as well as the investment made in the Triangle system between April 1, 2019 and September 30, 2024.

³ This request falls under the Commission’s exclusive original jurisdiction pursuant to Tex. Util. Code § 102.101.

customers within the WTX Division cities. The Company further proposes to recover Rider SSI amounts under the Rider SUR, if the tariff is approved.

- Adopt updated tariffs reflective of the WTX Division's current operations, actual cost of providing service, align operating division nomenclature, update its line extension policy, and clarify the responsibilities of the utility and its customers. The requested tariff changes are summarized in Section IV of this Statement of Intent;
- Withdraw its Public Authority tariff and move these customers to the Commercial rate schedule, withdraw the Triangle system tariffs approved for the unincorporated areas and the Cities of Hereford and Lubbock, and withdraw the RRM tariff approved by the WTX Cities;⁴
- Identify the specific annual amount of Pension and Other Postemployment Benefits as provided for in Tex. Util. Code § 104.059; and,
- Recover all of its reasonable rate case expenses, as well as any expenses ordered to be reimbursed to municipal authorities for their review of this filing through a surcharge to rates. The exact amount will not be known until a final determination on the filing has been made.

IV. DETAILS OF PROPOSED CHANGES

This Statement of Intent is being filed pursuant to the requirements of Tex. Util. Code § 104.102. With respect to the cost of service, the Company's filing demonstrates that the need for a rate increase is primarily driven by the continuing investment that is being made to enhance the safety and reliability of the Company's WTX distribution system, necessary increases in operating expenses that have occurred over the six years since the filing of the WTX Division's last general rate case, changes in depreciation rates, and a required adjustment to the overall rate of return to enable the Company to compete against similarly situated companies for access to the capital necessary to continue to operate a safe and reliable system.

A. Test Year

The Company's proposed cost of service for the WTX Division as set forth in this Statement of Intent and Rate Filing Package is based on the twelve-month period ending June 30,

⁴ The Company seeks to withdraw the RRM tariff to allow new rates to be implemented as a result of this Statement of Intent filing, rather than through the annual RRM process.

2024. The Company has updated the test year information for known changes and conditions that are measurable with reasonable accuracy, including capital investment and capital structure through September 30, 2024.

B. Class and Number of Customers Affected

The WTX Division provides gas utility service to customers inside the incorporated areas of the 72 cities identified Section III of this Statement of Intent. The following table shows the approximate number of customers by class within the incorporated areas that will be affected by the proposed changes:

Incorporated Areas Customer Classes	Number of Customers
Residential	133,135
Commercial	10,333
Industrial and Transportation	38
Public Authority	1,314
Triangle System Transportation*	1

* Triangle Transportation customers are located only within the Cities of Lubbock, Hereford and the WTX Division's unincorporated areas.

Exhibit B, attached, shows the amount of the proposed change to revenues that will be realized from the unincorporated areas and each city served by the WTX Division.

C. Proposed Rate Changes

As required by the Commission's Final Order in GUD No. 10900, the Company seeks to incorporate the Triangle system into a system-wide cost of service for the WTX Division and establish a single rate division reflective of all WTX Division costs and investment. Consistent with this request, the Company has developed its proposed rates based on the system-wide cost of providing service to the entire WTX Division, which includes the incorporated and unincorporated areas and the Triangle system.

The effect that the proposed increase in rates will have on Atmos Energy's aggregate revenues recovered from the unincorporated areas and on a city by city basis is shown on **Exhibit B** of the Rate Filing Package. Excluding gas cost, residential customers within the WTX Cities will see a 39.96% increase, commercial customers will see a 18.29% increase, industrial customers will see a 0.03% decrease, transportation customers will see a 22.86% decrease; Public Authority customers, which will move to the commercial class, will see a 18.91% decrease in the average monthly bill; and Triangle customers, which will move to the transportation class, will see an approximate 58.34% increase in the average the monthly bill.

The proposed changes to rates within the incorporated areas of the WTX Cities are set out below:

RATE SCHEDULE - RESIDENTIAL GAS SERVICE			
Charge	Current	Proposed	Difference
Customer Charge	\$19.69	\$25.00	\$5.31
Consumption Charge per Ccf	\$0.43304	\$0.66215	\$0.22911

RATE SCHEDULE - COMMERCIAL GAS SERVICE			
Charge	Current	Proposed	Difference
Customer Charge	\$67.39	\$75.00	\$7.61
Consumption Charge per Ccf	\$0.21728	\$0.27727	\$0.05999

RATE SCHEDULES - INDUSTRIAL GAS SERVICE AND TRANSPORTATION SERVICE			
Charge	Current	Proposed	Difference
Customer Charge	\$772.87	\$900.00	\$127.13
Consumption Charge per Ccf	\$0.12145	\$0.07749	(\$0.04396)

RATE SCHEDULE – PUBLIC AUTHORITY*			
Charge	Current	Public Authority Tariff to be withdrawn & customers moved to proposed commercial tariff at rate shown below	Difference
Customer Charge	\$186.36	\$75.00	(\$111.36)
Consumption Charge per Ccf	\$0.19014	\$0.27727	\$0.08713

* The Company proposes to withdraw its Public Authority tariff and transition approximately 2000 customers taking service under this tariff to the Commercial Gas Service tariff.

WTX TRIANGLE CITY GATE/TRANSPORTATION SERVICE*			
Charge	Current	WTX Triangle Tariff to be withdrawn & customers moved to proposed WTX Division transportation rate shown below	Difference**
Customer Charge	\$0.00	\$900.00	\$900.00
Consumption Charge per Ccf	\$0.62307 MMBtu	\$0.07749 Ccf	\$0.01428

* The Company proposes to withdraw its WTX Triangle City Gate/Transportation Service tariff and transfer, with the exception of three customers that would move to the proposed Rate Schedule – WAT, customers taking service under this tariff to the WTX Division Transportation tariff.

**The difference has been calculated by converting the \$0.62307 MMBtu rate to the equivalent Ccf rate of \$0.06321 using a conversion Ccf rate \$0.1015.

Exhibit F, attached, provides the Cost of Service and Class Cost of Service Studies supporting the Company's request.

D. Prudence Determination, Depreciation Rates, and new IRA Factors

The Company seeks a prudence determination from the WTX Cities that WTX Division, Triangle system, and SSU-allocated capital investment that has been placed into service between January 1, 2024 and September 30, 2024, are used and useful and were prudently incurred. This includes investments made pursuant to 16 Texas Administrative Code § 8.209 which relate to

Distribution Facilities Replacements, as well as other capital projects.⁵ The information contained in the Rate Filing Package demonstrates the prudence and reasonableness of this capital investment.

The Company also seeks to establish new depreciation rates for WTX Division plant assets, as well as the plant assets held by Atmos Energy's SSU. This case will establish new baselines for future IRA filings.

E. Proposed Tariff Changes

In addition to the proposed Rider SSI and Rider SUR discussed above, the Company proposes the following tariff changes:

1. Service Tariffs

As reflected in **Exhibit A**, the Company proposes to revise its WTX Division Residential, Commercial, Industrial, and Transportation rate schedules to reflect the proposed rates and to provide additional clarity regarding the applicability of state and local taxes. The Company also proposes to revise its Industrial and Transportation tariffs to revise and/or emphasize certain terms of service.

The Company also proposes to withdraw its Public Authority rate schedule and rename its Other Service Charges tariff to Miscellaneous Service Charges to align operating division nomenclature and achieve consistency with the references to Miscellaneous Charges in the gas sales service tariffs. The Company proposes to withdraw the current tariffs in effect for the Triangle system.⁶ Finally, the Company proposes to withdraw the RRM tariff that is in effect for the WTX Cities in order to allow new rates to take effect pursuant to this Statement of Intent rate filing.

⁵ Company witness Dustin McKnight supports the prudence of the capital investment made by the Company.

⁶ The Company is proposing to withdraw these tariffs, which are in effect for the Cities of Lubbock, Hereford, and the unincorporated areas. Affected customers within incorporated areas will be transferred to the WTX Division's transportation tariff.

2. Rider TAX – Tax Adjustment

The Company proposes to revise the Rider TAX - Tax Adjustment tariff to clarify the applicability of the Rider and address: (1) the treatment of residual EDIT; (2) the proposed refund of amounts related to the Company's FASB 740-10 FIN 48 Uncertain Tax Positions; and (3) timing issues created by tax rate changes that may be made to local, state, and federal level, as well as the implementation of the Corporate Alternative Minimum Tax, which was signed into law in August 2022.

3. Definitions and Quality of Service Rules

The Company proposes to adopt a definitional section in its tariffs and update the Quality of Service tariff. The proposed Quality of Service tariff revisions include a new construction section and clarify Atmos Energy's line extension policy, as well as the Company's right to access customer premises for operational purposes, including the installation of necessary equipment, as well as what customers' responsibilities are if Company facilities are damaged. The Company has also included language to further clarify billing adjustments. Lastly, the changes describe in more detail the responsibilities of customers for their facilities and equipment and the limitations of responsibility of the Company for loss or damages.

F. Effective Date

The Company requests that the Commission order the proposed rates to be effective for bills rendered on or after November 29, 2024, which is 35 days after the filing date.

V. SUPPORTING WITNESS TESTIMONY

Attached to this Statement of Intent as **Exhibit D** is the pre-filed testimony included as part of the Company's Statement of Intent filing made with the Commission. The testimony of these witnesses is summarized below:

- Phillip Littlejohn, Vice President of Rates and Regulatory Affairs for WTX Division, describes the Company's operations, provides an overview of the filing and the WTX Division's rate request. Mr. Littlejohn also explains and supports the Company's

inclusion of the Triangle system into the cost of service calculation for the WTX Division, the various tariff changes being sought, including the adoption of a definitional section in the Company's tariff, the proposed revisions to the Company's Quality of Service rules, and the adoption of the Rate Schedule - WAT.⁷ Mr. Littlejohn also supports the Company's request to capitalize all of its Cloud Computing costs, its decision to mitigate the impact of the class cost of service results on the residential customers class, and the Company's request for rate case expenses.

- Ms. Barbara W. Myers, SSU Manager of Rates and Regulatory Affairs, sponsors the Company's books and records, supports the Company's Cost Allocation Manual, which describes the methodology for cost allocation within the Company, and explains Atmos Energy's corporate structure.
- Mr. William Matthews, SSU Manager of Rates and Regulatory Affairs, sponsors the ratemaking adjustments and SSU cost allocations proposed by the Company in this docket. Mr. Matthews testifies in support of the overall rate base to be used in this proceeding and provides testimony concerning the regulatory assets related to the Company's Rule 8.209 investment spending, Pension and Other Postemployment Benefits, and SSI regulatory asset balance. Mr. Matthews sponsors the affidavit of Derek W. Boyd, Atmos Energy's Director of Security and Risk Management, which demonstrates that the services and related costs associated with Blue Flame Insurance Services, Ltd. comply with the requirements of Tex. Util. Code § 104.055(b). Mr. Matthews explains and supports the requested capitalization of Cloud Computing costs. Finally, Mr. Matthews co-sponsors the proposed calculation of the Rider SSI and amounts to be recovered under Rider SUR.
- Mr. Dustin McKnight, Vice President Technical Services for the WTX Division, testifies concerning the reasonableness and necessity of the capital investment included in this filing. This capital investment includes investments made for the benefit of the WTX Division, including the Triangle system and SSU investment, through September 30, 2024. Mr. McKnight also testifies concerning the reasonableness and necessity of the requested WTX Division's operating and maintenance ("O&M") expense included in this filing, as well as the requested recovery of SSU O&M expenses. Mr. McKnight also explains and supports the need for the proposed Rider SSI and supports the recovery of the regulatory asset balance related to the Triangle system's SSI costs.
- Mr. Joel Multer, Vice President of Tax for Atmos Energy, supports the proposed revisions to its Rider TAX – Tax Adjustment tariff. Mr. Multer also addresses the treatment of residual EDIT and the proposed refund of amounts related to the Company's uncertain tax positions.
- Ms. Shelly Mullins, Director Compliance & Talent Acquisition, Atmos Energy, attests to the reasonableness of the Company's compensation program, including base salaries, wages, and incentive compensation, and the WTX Division's compliance with Tex. Util.

⁷ The Rate Schedule -WAT is being proposed for adoption only within the unincorporated areas of the WTX Division.

Code § 104.060, which entitles the WTX Division to the presumption that these expenses are reasonable and necessary.

- Ms. Shele Boles, Director of Benefits, Atmos Energy, attests to the reasonableness of the employee benefits offered by Atmos Energy and supports a determination that the benefits and related costs included in the WTX Division cost of service satisfy the requirements of Tex. Util. Code § 104.060.
- Mr. Dan Dane, Executive Vice President, Concentric Energy Advisors, testifies to the appropriate level of cash working capital for the WTX Division to be used in this proceeding.
- Mr. Dylan D'Ascendis, Partner of ScottMadden, Inc., testifies concerning the appropriate cost of equity, capital structure, and overall rate of return to be used in this proceeding.
- Mr. Dane Watson, Partner, Alliance Consulting, sponsors and supports the depreciation studies conducted for the WTX Division and the Company's SSU assets, as well as the resulting depreciation rate changes proposed for adoption.
- Mr. Paul H. Raab, President Paul H. Raab Economic Consulting, Inc., provides testimony concerning class cost allocation and rate design. Mr. Raab also sponsors the billing determinate analysis and supports the proposed adoption of Rate Schedule – WAT within the unincorporated areas.

Information responsive to municipal filing requirements is also being provided as part of this rate filing.

VI. RATE CASE EXPENSES

Pursuant to Tex. Util. Code § 103.022, the Company requests recovery of all reasonable rate case expenses, including all reimbursements ordered to be made to the City or its representatives for the review of this rate filing.

VII. PUBLIC NOTICE

Notice of this rate filing will be made pursuant to the provisions of Tex. Util. Code § 104.103 and other applicable requirements. The Company intends to publish the notice in newspapers of general circulation within the counties served by the WTX Division. A copy of the proposed public notice is attached as **Exhibit C** to the Statement of Intent. Following publication, the Company will submit proof of notice promptly upon completion thereof.

VIII. PROTECTIVE AGREEMENT

The WTX Division's Rate Filing Package includes certain confidential and highly sensitive protected materials. In addition, the scope of discovery in this case may require the production of additional protected material. Accordingly, the Company has included a proposed Protective Agreement as **Exhibit E** to this Rate Filing Package. The Company will provide protected material to parties upon execution of a protective order certification, which is included as Exhibit A to the proposed Protective Agreement.

IX. COMPANY REPRESENTATIVES

The WTX Division's authorized representative are:

Shelly M. Bass
Associate General Counsel
Atmos Energy Corp.
5420 LBJ Freeway, Suite 1800
Dallas, Texas 75240
972-855-3756 (phone)
972-855-3080 (fax)
Shelly.bass@atmosenergy.com

Philip Littlejohn
Vice President, Rates and Regulatory Affairs
Atmos Energy Corp., West Texas Division
6606 66th Street
Lubbock, Texas 79424
806.798.4449 (phone)
214.550.8652 (fax)
Philip.littlejohn@atmosenergy.com

and

Ann M. Coffin
Coffin Renner LLP
1011 W. 31st Street
Austin, Texas 78705
512.879-0900 (phone)
512.879-0912 (fax)
ann.coffin@crtxlaw.com

X. CONCLUSION

The Company requests that the proposed new rates and tariffs become effective for bills rendered on or after November 29, 2024, to customers within the incorporated areas of the City by operation of law or ordinance granting the authority to charge such rates.

Atmos Energy appreciates your consideration of these requested rate and tariff changes. Please contact me if you have questions concerning this filing.

Respectfully submitted,

Atmos Energy Corporation



Philip R. Littlejohn
Vice President, Rates and Regulatory for Atmos
Energy's West Texas Division

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF BIG SPRING, TEXAS
FINDING THAT THE STATEMENT OF INTENT OF
ATMOS ENERGY CORP., WEST TEXAS DIVISION TO
CHANGE RATES FILING WITHIN THE CITY SHOULD
BE DENIED; FINDING THAT THE CITY’S REASONABLE
RATE CASE EXPENSES SHALL BE REIMBURSED BY
THE COMPANY; FINDING THAT THE MEETING AT
WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE
PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE
OF THIS RESOLUTION TO THE COMPANY AND LEGAL
COUNSEL; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the City is a member of Cities Served by Atmos West Texas (“Cities”) (such participating cities are referred to herein as “Cities”), a coalition of similarly situated cities served by Atmos that have joined together to efficiently and cost effectively review and respond to natural gas issues affecting rates charged in the West Texas Division; and

WHEREAS, on or about October 25, 2024, Atmos filed with the City a Statement of Intent to Increase Rates seeking to increase natural gas rates by \$66.1 million annually and to all customers residing in the City; and

WHEREAS, Cities is coordinating its review of Atmos’s Statement of Intent filing with designated attorneys and consultants to resolve issues in the Company’s filing; and

WHEREAS, through review of the application, Cities’ consultants determined that Atmos’s proposed rates are excessive; and

WHEREAS, the Cities’ members and attorneys recommend that Cities members deny the Statement of Intent; and

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

SECTION 1. That the rates proposed by Atmos to be recovered through its gas rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City’s reasonable rate case expenses shall be reimbursed in full by Atmos West Texas.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That this Resolution shall become effective from and after its passage.

SECTION 6. That a copy of this Resolution shall be sent to Atmos West Texas, care of Philip Littlejohn, Vice President of Rates and Regulatory Affairs, West Texas Division, 6606 66th Street, Lubbock, Texas 89424 (Philip.littlejohn@atmosenergy.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

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 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 of the Council present voting “aye” for passage of same.

Robert H. Moore, Mayor

ATTEST:

Tami L. Davis, City Secretary

APPROVED AS TO FORM:

Andrew Hagen, City Attorney

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS TO AUTHORIZE THE FILING OF A GRANT APPLICATION WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT FOR A HABITAT AND ANGLER ACCESS PROGRAM GRANT AUTHORIZING THE COMMUNITY SERVICES DIRECTOR TO ACT ON BEHALF OF CITY OF BIG SPRING IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED AND ACCEPTED THE CITY OF BIG SPRING WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE TEXAS PARKS AND WILDLIFE DEPARTMENT; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Big Spring is a Texas municipality enjoying home rule, and is empowered to improve land for park purposes and operate and maintain parks under Section 331.001, Texas Local Government Code; and

WHEREAS, the project to be considered for the Habitat and Angler Access Program would be adding a gangplank and floating ADA-accessible fishing dock with a kayak launch at the Comanche Trail Park; and,

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

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

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

SECTION 2. The Community Services Director is authorized to request grant funding under the Habitat and Angler Access Program and act on behalf of the City of Big Spring in all matters related to the grant application and any subsequent grant contract and grant project that may result.

SECTION 3. If the project is funded, and the grant is accepted by City Council, the City of Big Spring will comply with the grant requirements of the Texas Parks and Wildlife Department, and the State of Texas.

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

SECTION 5. This resolution shall take effect immediately after passage in accordance with provisions of the Charter of the City of Big Spring.

SECTION 6. Should any section, paragraph, sentence, clause, phrase, or word of this resolution be declared unconstitutional or invalid for any purpose, the remainder of this resolution shall not be affected thereby.

SECTION 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of the conflict.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



MEMORANDUM

To: Mayor Robert H. Moore, III, and Members of the Big Spring City Council
CC: Todd Darden, City Manager
From: Shane Bowles, Public Works Director
Date: Tuesday, February 25, 2025
Subject: Seal Coat 2025

Action Requested: Permission to enter into an agreement with Jacob Martin

Background Information: Annual seal coat of 2025

Financial Considerations:

Expenditure amount requested:	\$35,500
What fund/department account will this amount be drawn from?	General Fund Streets 320
Revenue generated:	N/A
Would this expenditure be made within the budget for the current fiscal year?	Yes
Does this commit the City to spending funds beyond the current fiscal year? Explain.	N/A

Staff recommendation: It is our recommendation to enter into an agreement with Jacob Martin for the plan sets, bidding and construction documents for this years seal coat project.

STANDARD AGREEMENT FOR ENGINEERING SERVICES

This Agreement is made by and between the City of Big Spring, a Texas Home Rule municipal corporation ("CITY") and Jacob Martin, LLC, ("ENGINEER").

WHEREAS, CITY desires to retain a person or firm to provide the following services: engineering services for the **2025 Seal Coat**.

WHEREAS, ENGINEER warrants that it is qualified and competent to render the aforesaid services, and holds and will continue to hold at all times pertinent to this Agreement, the license or licenses as required by law to perform this Agreement;

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by CITY, the parties agree to the following:

I. Scope of Services

ENGINEER agrees to provide all of the professional engineering services described in Exhibit A attached hereto, and by this reference made a part hereof, shall conform to those specifications set forth in the Scope of Services, attached as **Exhibit A**, incorporated herein by reference as if set forth herein in full. ENGINEER accepts this engagement on the terms and conditions hereinafter set forth. In the event of any conflict between the Exhibits and this Agreement, the terms of this Agreement shall govern.

It is expressly understood that in the performances of the services herein, ENGINEER and the agents and employees thereof, shall act in an independent capacity and as an independent consultant and not as officers, employees or agents of CITY.

ENGINEER shall be free to contract for similar services to be performed for others while ENGINEER is under Agreement with CITY.

The Term of this Agreement shall commence on the later date of execution by both parties, and shall continue thereafter until the completion of the Services under all Statements of Work, unless sooner terminated pursuant to this Section XIII.

II. Compensation to ENGINEER

- A. The fees for furnishing services under this Agreement shall be as described in **Exhibit A** and based on the Fee Schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Agreement.
- B. ENGINEER will submit monthly billings based upon the amount of work completed during the term. ENGINEER's billings will be in writing and of sufficient detail to fully identify the work completed to date of billing.

III. Project Schedule

The Project schedule shall be determined by mutual agreement by CITY and ENGINEER. ENGINEER will confer with representatives of CITY to take such steps as necessary to keep the Project on schedule. CITY'S representative for purposes of this Agreement shall be the City Manager or his designee. ENGINEER will begin work on the Project within five (5) days after receipt of written notification to proceed from CITY.

IV. Ownership of Documents

ENGINEER agrees that all products, including but not limited to all reports, documents, materials, data, drawings, information, techniques, procedures, and results of the work of itself and of subcontractors ("Work Product") arising out of or resulting from the particular and defined services provided hereunder, will be the sole and exclusive property of CITY and are deemed "Works Made for Hire." ENGINEER agrees to and does hereby assign the same to CITY. ENGINEER will enter into any and all necessary documents to effect such assignment to CITY. ENGINEER shall maintain originals or copies of all Work Product that is produced and/or used in the execution of this Agreement. It is understood that ENGINEER does not represent that such Work Product is suitable for use by CITY on any other projects or for any purposes other than those stated in this Agreement. Reuse of Work Product by CITY without ENGINEER's specific written authorization, verification and adaption will be at CITY's risk and without any liability on behalf of ENGINEER.

Work Product shall not be subject to copyright or proprietary claim of ENGINEER.

CITY may, at its election, require ENGINEER to return Work Product to CITY prior to or at the conclusion of retention period, as defined elsewhere in this agreement, and in any case to do so within thirty (30) days of the CITY's request.

If, at the end of the said retention period, there is litigation or other questions arising from, involving or concerning Work Product or the Project, ENGINEER shall retain the records until the resolution of such litigation or other such questions.

ENGINEER shall notify City immediately upon receiving requests for Work Product from a third party. ENGINEER understands and agrees that CITY will process and handle all such requests.

V. Confidentiality

ENGINEER agrees neither it nor its employees, subcontractors or agents will, during or after the term of this Agreement, in perpetuity, disclose proprietary or confidential information of CITY unless required to do so by court order or similar valid legal means. Such proprietary and confidential information received by ENGINEER, its employees, subcontractors and agents shall be used by ENGINEER, its employees, subcontractors and agents solely and exclusively in connection with the performance of the Project.

VI. Records License and Retention

ENGINEER agrees that CITY or its duly authorized representatives will, until the expiration of four (4) years after final payment under this Agreement (“the retention period”) have access to and the right to examine, audit, and copy Work Product, pertinent books, documents, papers, invoices and records of ENGINEER involving transactions related to this Agreement, which books, documents, papers, invoices and records ENGINEER agrees to maintain for said time period.

VII. Taxes

Any and all taxes assessed by any government body upon services or materials used in the performance of this Agreement shall be the responsibility of ENGINEER.

VIII. Material and Equipment

ENGINEER shall furnish at ENGINEER’s own expense, all materials, supplies and equipment necessary to carry out the performance of this Agreement.

IX. Amendment

If ENGINEER is requested in writing by CITY to provide any optional, additional or out of scope services, ENGINEER and CITY will agree in writing as to the nature of such services and to a price for such services before any work is started.

X. Indemnification

ENGINEER shall indemnify, and hold harmless CITY and its officers, directors, managers, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party") from and against, any and all damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses, including, and without limitation to the generality of the foregoing, reasonable attorneys' fees, fees, and the costs of enforcing any right to indemnification under this Agreement, the cost of pursuing any insurance providers, and any costs arising from or in connection to injury or death of any person or damage to any property (collectively, "Losses"), any claim of a third party arising out of or occurring in connection with ENGINEER's performance, negligence, willful misconduct, or breach of this Agreement.

XI. Insurance

ENGINEER will provide insurance coverage in accordance with CITY’s insurance requirements as set forth in the “Certificate of Insurance Requirements” attached to this Agreement and by reference made a part hereof. If the required insurance is terminated, altered, or changed in a manner not acceptable to CITY, this Agreement may be terminated by CITY, without penalty and at its sole discretion, on written notice to ENGINEER. In addition, ENGINEER will provide Professional Liability Insurance in the amount of \$1,000,000.00 per claim.

XII. Applicable Law

ENGINEER shall at all times observe and comply with all applicable laws, ordinances and regulations of the state, federal and local governments, as amended, which are in effect at the time of the performance of this Agreement.

XIII. Termination

Either party shall have the right to terminate this Agreement by giving the non-terminating party seven (7) days prior written notice. Upon receipt of notice of termination, ENGINEER will cease any further work under this Agreement and CITY will only pay for work performed prior to the termination date set forth in the notice. All finished and unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XIV. Nonconformity

In the event CITY finds that any of the Work Product produced by ENGINEER under this Agreement does not conform to the Scope of Work, then ENGINEER will be given ten (10) days after receipt of written notice of the nonconformity to make any and all corrections to remedy the non-conformance. If after these ten (10) days ENGINEER has failed to make any Work Product conform to the Scope of Work, CITY may terminate this Agreement immediately by providing written notice of termination to ENGINEER. Upon termination CITY will only owe for work done prior to termination and accepted by CITY. All finished or unfinished Work Product prepared by ENGINEER pursuant to this Agreement will be the property of CITY.

XV. Excusable Delays

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the defaulting party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, explosion, or volcanism; or (c) war or invasion (collectively, "Force Majeure Event"). The party suffering a Force Majeure Event shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay, ensure the effects of such Force Majeure Event are minimized, and execute the performance of this Agreement.

XVI. Notices

ENGINEER's address for notice under this Agreement is as follows:

Kirt Harle, P.E., Vice President
Jacob Martin
3465 Curry Lane
Abilene, TX 79606

CITY'S address for notice under this Agreement is as follows:

Todd Darden, City Manager

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

Any notice given pursuant to this Agreement shall be effective as of the date of receipt by registered or certified mail, or overnight delivery, to the address stated in this Agreement, or by hand-delivery to the person named in this paragraph representing the respective party.

~~XVII.~~ Non appropriations

In the event no funds are appropriated for this Agreement, the City of Big Spring has and retains the right in any given fiscal year to terminate this contract without penalties of any sort. Nothing in this Agreement shall be interpreted as a waiver of this right.

~~XVII.~~~~XVIII.~~ Assigned Personnel

ENGINEER shall provide experienced and qualified personnel to carry out the work to be performed by ENGINEER under this Agreement and shall be responsible for and in full control of the work of such personnel. ENGINEER shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided and acceptable to CITY, as is evidenced in writing.

~~XVIII.~~~~XIX.~~ Standard of Care

ENGINEER will perform the services to be provided under this Agreement with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

~~XIX.~~~~XX.~~ Accessibility—Texas Accessibility Standards

ENGINEER agrees not to discriminate by reason of age, race, religion, sex, color, national origin or condition of disability in the performance of this Agreement. ENGINEER further agrees to comply with the Equal Opportunity Clause as set forth in Executive Order 11246 as amended and to comply with the provisions contained in the Americans with Disability Act, as amended.

~~XX.~~~~XXI.~~ Modifications

No modifications to this Agreement shall be enforceable unless agreed to in writing by both parties.

~~XXI.~~~~XXII.~~ Third Party Obligations

CITY and ENGINEER hereby each binds itself, its successors, legal representatives and assigns to the other party to this Agreement, and to the successors, legal representatives and

assigns of such party in respect to all covenants of this Agreement. Neither CITY nor ENGINEER will be obligated or liable to any third party as a result of this Agreement.

~~XXII~~XXIII. Assignment

ENGINEER will not assign, sublet, or transfer interest in this Agreement without the prior written consent of the CITY.

~~XXIII~~XXIV. Choice of Law, Forum, and Venue

The law of the State of Texas shall govern this Agreement. The parties consent and submit to the personal jurisdiction of the courts of the State of Texas. Any litigation or other legal proceedings arising out of this Agreement shall be exclusively filed and adjudicated in state courts sitting in Howard County, Texas. Venue for any cause of action shall be in Howard County, Texas.

~~XXIV~~XXV. Waiver

In no event shall the making by the CITY of any payment to ENGINEER constitute or be construed as a waiver by the CITY of any breach of the Agreement, or any default which may then exist, nor shall it in any way impair or prejudice any right or remedy available to the CITY in respect to such breach or default.

~~XXV~~XXVI. Severability

In the event any invalid provision herein contained is held to be invalid by any court of competent jurisdiction, and such was not a controlling or material inducement to the making of this Agreement, the invalid provision shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder.

~~XXVI~~XXVII. Integrated Agreement

The parties intend this statement of their Agreement to constitute the complete, exclusive, and fully integrated statement of their Agreement.

~~XXVII~~XXVIII. Non-Waiver of Governmental Immunity.

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

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

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

~~XXVIII-XXIX.~~ Additional Representations and Covenants

- (a) In this section XXIX, “officer” means each City of Big Spring elected official, direct appointee of City Council, and direct appointee of the City Manager.
- (b) Each Party to this Agreement acknowledges that it has the power and authority to enter into this Agreement and that all documents executed and delivered pursuant to this Agreement are valid, binding, and enforceable upon such Party. Each Party further acknowledges that there are no outstanding parties nor any additional signatories required for the execution of this Agreement.
- (c) ENGINEER covenants that it will file a “conflicts of interest questionnaire” (“questionnaire”) (available from Texas Ethics Commission web site) with CITY if the ENGINEER has a business relationship with the CITY and: (1) has an employment or other business relationship with an officer or an officer’s family member that results in the receipt by the officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (2) has given an officer or an officer’s family member one or more gifts totaling more than \$100 in the preceding twelve months; or (3) has a family relationship with an officer.
- (d) ENGINEER (1) represents to CITY that it does not boycott Israel, and (2) covenants that it will not boycott Israel during the term of the contract.
- (e) ENGINEER represents to CITY that it is not a company on a list prepared and maintained by the Texas Comptroller and that does business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.
- (f) ENGINEER (1) represents to CITY that it does not boycott energy companies, and (2) covenants that it will not boycott energy companies during the term of the Agreement.
- (g) ENGINEER (1) represents to CITY that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) covenants that it will not discriminate during the term of the Agreement against a firearm entity or firearm trade association.)

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day, month and year shown below to be effective as of the date that the last of the Parties signs.

EXECUTED and AGREED to as of the dates indicated below:

Signature page follows:

ENGINEER:

JACOB MARTIN, LLC

Kirt Harle, P.E., Senior Principal

Date: _____

Attest:

Will Dugger, Senior Principal

CITY:

THE CITY OF BIG SPRING, TEXAS

Todd Darden, City Manager

Date: _____

Attest:

Tami L. Davis, Assistant City Secretary

APPROVED AS TO FORM ONLY:

Andrew W. Hagen, City Attorney

CERTIFICATE OF INSURANCE REQUIREMENTS CITY OF BIG SPRING, TEXAS

1. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by ENGINEER for the purpose of complying with this Agreement.

1.1. Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

1.2. Named Insureds & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of ENGINEER, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

1.3. Waiver of Subrogation

ENGINEER shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

1.4. Certificates of Insurance

At or before the time of execution of this Agreement, ENGINEER shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. The certificates shall provide that any company issuing an insurance policy shall provide to City not less than thirty (30) days of advance notice in writing of cancellation, non-renewal or material change in the policy, of insurance. In addition, ENGINEER and insurance company shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance and notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 310 Nolan St., Big Spring, TX 79720.

1.5. Engineer's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon ENGINEER's liability or as a full performance on its part of

the indemnification provisions of this Agreement. ENGINEER's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of ENGINEER to maintain adequate coverage shall not relieve ENGINEER of any contractual responsibility or obligation.

2. Types and Amounts of Insurance Required

ENGINEER shall obtain and continuously maintain in full effect at all times during the term hereof, at ENGINEER's sole expense, insurance coverages as follows with limits not less than those set forth below:

2.1 Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the ENGINEER and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the ENGINEER's employees) and damage to property of the City or others arising out of the act of omission of the ENGINEER or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by ENGINEER under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment).

Coverage shall be as follows:

\$ 2,000,000.00 General Aggregate

\$ 1,000,000.00 Each Occurrence

2.2 Automobile Liability

This coverage shall protect ENGINEER and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by ENGINEER and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

\$ 1,000,000.00 Combined Single Limit

2.3 Umbrella Liability

\$ 2,000,000.00 Each Occurrence

\$ 2,000,000.00 Aggregate

2.4 Workers' Compensation Coverage:

State statutory limits

2.5 Professional Liability

\$ 1,000,000.00 Per Claim

EXHIBIT A

SCOPE OF WORK

Jacob & Martin, LLC. (ENGINEER) will provide the following project-related engineering/architectural services to the City of Big Spring (CITY), including but not limited to:

DESIGN

The scope of work will consist of the development of construction plans, specifications, and construction cost estimate for seal coat of streets to be performed within the city limits of Big Spring, Texas. Engineer will prepare contract documents and assist with bidding and award phases of construction. City staff will determine locations where improvements shall be made. The bid opening will be scheduled such that the seal coat work will be completed by the end of August 2025.

CONSTRUCTION ADMINISTRATION

Scope will include periodic reviews, construction administration, pay estimate processing, change orders, final inspection, and a warranty inspection.

MATERIALS TESTING

Materials testing scope will include materials testing technician conducting two onsite visits to collect binder (asphalt) and aggregate samples and deliver to lab for testing. Daily collection of samples shall be performed by the inspector.

RESIDENT PROJECT INSPECTION

Resident inspector scope shall be as described in the roles, responsibilities and duties included in **Exhibit C**.

COMPENSATION

DESIGN FEE

Design Fee for the Seal Coat Project shall be as follows based on a City budget of \$750,000:

- Lump Sum Fee of \$12,000

Mileage, vehicle, lodging, meal and other incidentals will be charged at the standard rates attached. Design Fee does not include any required outside review, resident project inspection, or filing fees. Hourly items will be provided per the attached rate schedule. Should the project extents be increased, then additional fees would be incurred per the attached rate schedule.

CONSTRUCTION ADMINISTRATION FEE

Construction Administration Fee shall be as follows:

- Lump Sum Fee of \$6,000

Mileage, vehicle, lodging, meal, and other incidentals will be charged at the standard rates attached. Construction Administration Fee does not include any required outside review, resident project inspection, or filing fees. Hourly items will be provided per the attached rate schedule. Should the project extents be increased, then additional fees would be incurred at the rates attached rate schedule.

The Construction Administration Fee is payable to ENGINEER only if construction is awarded to CONTRACTOR and work is completed.

MATERIALS TESTING

Materials testing fee shall be time and expense not to exceed **\$2,500.00.**

RESIDENT PROJECT INSPECTION

Resident project inspection fee shall be time and expense not to exceed **\$15,000.00.**

ADDITIONAL SERVICES

If the CLIENT decides to expand the scope of the project following completion of the design phase the ENGINEER and CLIENT shall execute an amendment to this agreement which defines the expanded scope and associated additional ENGINEER's DESIGN FEE for the expanded scope.

Big Spring
2025 Seal Coat
Opinion of Probable Cost

CITY STREET QUANTITIES AND ESTIMATES (Based on \$3.62/SY)

	CITY STREET QUANTITIES AND ESTIMATES (Based on \$3.62/SY)															
	Street	From	To			Area	Area Adder	Quantity			Cost			Total Cost		
				Length (FT)	Width			Sweeping	AC 20 5TR Asphalt	Grade 4 Type PB Aggregate	Sweeping	AC 20 5TR Asphalt	Grade 4 Type PB Aggregate			
															Base Bid Adders	
DISTRICT 1	NORTH GREGG STREET	I-20 SERVICE ROAD	BUSINESS 87	2482	30	8273	8,273	8273	3475	75	\$ 1,303	\$ 16,237	\$ 12,339	\$ 29,879	\$ 29,879	\$ 115,729
	SUNSET BOULEVARD	WEST 4TH	DEADEND	1224	20	2720	10,993	2720	1142	25	\$ 428	\$ 5,336	\$ 4,113	\$ 9,877	\$ 39,756	
	CAREY STREET	WEST 1ST	WEST 3RD	705	27	2115	13,108	2115	888	19	\$ 333	\$ 4,149	\$ 3,126	\$ 7,608	\$ 47,365	
	WEST 1ST STREET	COTTONWOOD	VALLEY	1090	27	3270	16,378	3270	1373	30	\$ 515	\$ 6,415	\$ 4,936	\$ 11,866	\$ 59,231	
	MEADOWS	COTTONWOOD	BROWN	690	27	2070	18,448	2070	869	19	\$ 326	\$ 4,060	\$ 3,126	\$ 7,512	\$ 66,743	
	WEST 2ND STREET	SAN ANTONIO	COTTONWOOD	3260	27	9780	28,228	9780	4108	89	\$ 1,540	\$ 19,195	\$ 14,642	\$ 35,377	\$ 102,120	
	WEST 2ND STREET	COTTONWOOD	DEADEND	1260	27	3780	32,008	3780	1588	34	\$ 595	\$ 7,420	\$ 5,594	\$ 13,609	\$ 115,729	
DISTRICT 2	LOCUST STREET	WOOD	EAST 11TH PLACE	325	38	1372	33,381	1372	576	12	\$ 216	\$ 2,691	\$ 1,974	\$ 4,882	\$ 120,611	\$ 112,641
	LEXINGTON AVENUE	WASHINGTON	EAST 15TH	920	28	2862	36,243	2862	1202	26	\$ 451	\$ 5,616	\$ 4,278	\$ 10,345	\$ 130,955	
	LEXINGTON AVENUE	EAST 15TH	EAST 17TH	675	40	3000	39,243	3000	1260	27	\$ 473	\$ 5,887	\$ 4,442	\$ 10,802	\$ 141,757	
	WEST 11TH STREET	SCURRY	MAIN	355	28	1104	40,347	1104	464	10	\$ 174	\$ 2,168	\$ 1,645	\$ 3,987	\$ 145,745	
	MANOR LANE	RIDGEROAD	STADIUM	400	28	1244	41,592	1244	523	11	\$ 196	\$ 2,444	\$ 1,810	\$ 4,449	\$ 150,194	
	RIDGELEA DRIVE	STATE	CAYLOR	740	28	2302	43,894	2302	967	21	\$ 363	\$ 4,518	\$ 3,455	\$ 8,336	\$ 158,530	
	CAYLOR DRIVE	EAST 8TH	EAST 6TH	1265	28	3936	47,829	3936	1653	36	\$ 620	\$ 7,724	\$ 5,923	\$ 14,266	\$ 172,796	
	SETTLES SREET	EAST 6TH	EAST 11TH PLACE	2970	36	11880	59,709	11880	4990	108	\$ 1,871	\$ 23,316	\$ 17,768	\$ 42,955	\$ 215,751	
DIXIE AVENUE	WASHINGTON	EAST 15TH	1115	28	3469	63,178	3469	1457	32	\$ 546	\$ 6,808	\$ 5,265	\$ 12,619	\$ 228,370		
DISTRICT 3	ALBROOK DRIVE	RANDOLPH	RANDOLPH	2080	25	5778	68,956	5778	2427	53	\$ 910	\$ 11,340	\$ 8,720	\$ 20,970	\$ 249,340	\$ 168,753
	BARKSDALE DRIVE	RANDOLPH	RANDOLPH	800	25	2222	71,178	2222	933	20	\$ 350	\$ 4,359	\$ 3,290	\$ 8,000	\$ 257,339	
	DOW DRIVE	RANDOLPH	RANDOLPH	1890	25	5250	76,428	5250	2205	48	\$ 827	\$ 10,303	\$ 7,897	\$ 19,027	\$ 276,366	
	CHANUTE DRIVE	RANDOLPH	RANDOLPH	1800	25	5000	81,428	5000	2100	45	\$ 788	\$ 9,812	\$ 7,403	\$ 18,003	\$ 294,369	
	FAIRCHILD DRIVE	RANDOLPH	RANDOLPH	1985	25	5514	86,942	5514	2316	50	\$ 868	\$ 10,822	\$ 8,226	\$ 19,916	\$ 314,285	
	ENT DRIVE	RANDOLPH	RANDOLPH	1630	25	4528	91,470	4528	1902	41	\$ 713	\$ 8,887	\$ 6,745	\$ 16,346	\$ 330,631	
	HUNTER DRIVE	RANDOLPH	RANDOLPH	2020	25	5611	97,081	5611	2357	51	\$ 884	\$ 11,013	\$ 8,391	\$ 20,287	\$ 350,918	
	GUNTER CIRCLE	RANDOLPH	RANDOLPH	1240	25	3444	100,526	3444	1447	31	\$ 543	\$ 6,761	\$ 5,100	\$ 12,404	\$ 363,322	
	LANGLEY DRIVE	RANDOLPH	RANDOLPH	2415	25	6708	107,234	6708	2818	61	\$ 1,057	\$ 13,167	\$ 10,036	\$ 24,259	\$ 387,581	
	KELLY CIRCLE	RANDOLPH	RANDOLPH	440	25	1222	108,456	1222	513	11	\$ 193	\$ 2,397	\$ 1,810	\$ 4,399	\$ 391,980	
	MARCH CIRCLE	LANGLEY	RANDOLPH	510	25	1417	109,873	1417	595	13	\$ 223	\$ 2,780	\$ 2,139	\$ 5,142	\$ 397,122	

Big Spring
2025 Seal Coat
Opinion of Probable Cost

DISTRICT 4	WEST 20TH STREET	GREGG	MAIN	685	35	2664	112,537	2664	1119	24	\$ 420	\$ 5,229	\$ 3,948	\$ 9,597	\$ 406,719	\$ 118,958
	RYON STREET	PENNSYLVANIA	LANCASTER	940	34	3551	116,088	3551	1491	32	\$ 559	\$ 6,967	\$ 5,265	\$ 12,791	\$ 419,510	
	OSAGE ROAD	CEDAR	INDIAN RIDGE	695	34	2626	118,713	2626	1103	24	\$ 414	\$ 5,154	\$ 3,948	\$ 9,516	\$ 429,025	
	WEST 14TH STREET	DOUGLAS	DEADEND	300	34	1133	119,847	1133	476	10	\$ 179	\$ 2,224	\$ 1,645	\$ 4,048	\$ 433,073	
	WEST 15TH STREET	DOUGLAS	DEADEND	345	34	1303	121,150	1303	547	12	\$ 205	\$ 2,556	\$ 1,974	\$ 4,735	\$ 437,809	
	GLENWICK COVE	SCOTT	CUL DE SAC	390	29	1257										
	GLENWICK COVE	CUL DE SAC				6273										
	GLENWICK COVE	SCOTT	DEADEND			7530	128,680	7530	3162	68	\$ 1,186	\$ 14,774	\$ 11,187	\$ 27,148	\$ 464,956	
	HUNTERS GLENN	SCOTT	HIGHLAND	775	34	2928	131,607	2928	1230	27	\$ 461	\$ 5,747	\$ 4,442	\$ 10,650	\$ 475,607	
	SOUTH BELL STREET	WEST 17TH	WEST 16TH	345	34	1303	132,911	1303	547	12	\$ 205	\$ 2,556	\$ 1,974	\$ 4,735	\$ 480,342	
	WEST 16TH STREET	DAYTON	AYLESFORD	1155	27	3465										
	WEST 16TH STREET	AYLESFORD	LANCASTER	710	34	2682										
	WEST 16TH STREET	LANCASTER	SCURRY	645	39	2795										
	WEST 16TH STREET	SCURRY	MAIN	335	25	931										
	WEST 16TH STREET	DAYTON	MAIN			9873	142,784	9873	4147	90	\$ 1,555	\$ 19,377	\$ 14,807	\$ 35,739	\$ 516,081	
DISTRICT 5	COLE LANE	VIRGINIA	BIRDWELL	1385	27	4155	146,939	4155	1745	38	\$ 654	\$ 8,154	\$ 6,252	\$ 15,060	\$ 531,140	\$ 113,710
	FISHER STREET	EAST 25TH	DEADEND	600	25	1667	148,605	1667	700	15	\$ 263	\$ 3,271	\$ 2,468	\$ 6,001	\$ 537,141	
	VIRGINIA STREET	FM 700	COLE	650	34	2456	151,061	2456	1031	22	\$ 387	\$ 4,817	\$ 3,619	\$ 8,824	\$ 545,965	
	EAST 25TH STREET	CENTRAL	FISHER	3595	58	23168	174,229	23168	9730	211	\$ 3,649	\$ 45,463	\$ 34,714	\$ 83,826	\$ 629,791	
DISTRICT 6	FRANKLIN STREET	EAST 4TH	DEADEND	765	34	2890	177,119	2890	1214	26	\$ 455	\$ 5,672	\$ 4,278	\$ 10,405	\$ 640,196	\$ 101,995
	PRINCETON AVENUE	WASHINGTON	EAST 15TH	905	29	2916										
	PRINCETON AVENUE	EAST 15TH	EAST 16TH	325	23	831										
	PRINCETON AVENUE	WASHINGTON	EAST 16TH			3747	180,865	3747	1574	34	\$ 590	\$ 7,355	\$ 5,594	\$ 13,538	\$ 653,734	
	WASHINGTON BOULEVARD (EAST B	EAST 11TH	BIRDWELL	2875	25	7986	188,851	7986	3354	73	\$ 1,258	\$ 15,672	\$ 12,010	\$ 28,939	\$ 682,674	
	WASHINGTON BOULEVARD (WEST B	EAST 11TH	BIRDWELL	2830	25	7861	196,712	7861	3302	71	\$ 1,238	\$ 15,429	\$ 11,681	\$ 28,348	\$ 711,021	
	WASHINGTON BOULEVARD (CROSS	EAST 11TH	BIRDWELL			5760	202,472	5760	2419	52	\$ 907	\$ 11,303	\$ 8,555	\$ 20,765	\$ 731,786	
TOTAL:																\$ 731,786