



CITY COUNCIL REGULAR AGENDA

Tuesday, March 11, 2025

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, March 11, 2025, at 5:30 PM at the City Council Chambers Located at 307 East 4th Street, Big Spring, Texas. **We welcome the public to attend the meeting via telecommunication. Citizens will be able to view the City Council Meeting on Our Local Channel 17 through Suddenlink or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

Open Session

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

Public Comment

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

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| 4. Public Comment | Moore |
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Announcements, Presentations and Public Hearings

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

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|---|------|-------|
| 5. Open Public Hearing | | Moore |
| 6. PUBLIC HEARING - Consideration and Possible Action
Concerning Abatement of Public Nuisance, at 4208 BIRCH,
BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT
6, BLOCK 1, MESA SUBDIVISION, BIG SPRING, HOWARD
COUNTY, TEXAS – OWNER: ALFRED BEJIL & BERTHA
BEJIL | 6-52 | Hagen |
| 7. Close Public Hearing | | Moore |

City Manager's Report

- | | | |
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| 8. City Manager's report on the following items: | | Darden |
| <ul style="list-style-type: none">• Update - Large Item Pickup, District 2• Large Item Pickup, District 3 - March 19th• Update - E-Waste | | |

Consent Items

- | | | |
|--|-------|--------|
| 9. Approval of the City Council Minutes of the Regular Meeting
of February 25, 2025 and the Special Meeting of February 28,
2025. | 53-60 | Davis |
| 10. Acknowledge Receipt of the McMahon-Wrinkle Aviation
Advisory Board Minutes for the Regular Meeting of January
16, 2025 | 61-62 | Feeley |
| 11. Final 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 | 63-66 | Darden |
| 12. Final 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 | 67-85 | Medina |

Public as Required by Law; Requiring Notice of this Resolution to the Company and Legal Counsel; and Providing an Effective Date.

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| 13. Final 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 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 | 86-87 | Himes |
|---|-------|-------|

Other Business

- | | | |
|---|--------|-------|
| 14. Final Reading of a Resolution Reviewing and Approving the Investment Policy of the City of Big Spring | 88-96 | Smith |
| a. Consideration and Possible Action on Amendments to the Investment Policy Resolution | 97 | Smith |
| b. Consideration and Possible Action on the Amended Investment Policy Resolution | 98-105 | Smith |

Vouchers

- | | |
|---|--------|
| 15. Vouchers for 02/28/25 \$ 256,008.03 | Yanez |
| 16. Vouchers for 03/07/25 \$ 825,452.20 | Hughes |

Bids

- | | | |
|---|---------|--------|
| 17. Consideration and Possible Action to Award a Bid for a Kubota Utility Tractor for the Street Department and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 106-110 | Medina |
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New Business

- | | | |
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| 18. First Reading of an Ordinance Amending Chapter 36 of the Big Spring City Code Entitled "Nuisances," Article Iv "Abandoned, Inoperative or Junked Motor Vehicles"; Providing for the Repeal of Conflicting Legislation; Providing | 111-125 | Bowles |
|--|---------|--------|

for Severability; Finding and Determining that the Meetings at which the Ordinance was Discussed were Open to the Public as Required by Law; and Providing an Effective Date.

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|---|---------|----------|
| 19. First Reading of a Resolution to Authorize the Implementation of a Pilot Program for Lateral Recruitment and Hiring of Police Officers; Providing for the Repeal of Conflicting Legislation; Providing for Severability; and Finding and Determining that the Meetings at Which the Resolution were Discussed were Open to the Public as Required by Law; and Establishing an Effective Date; | 126-133 | Williams |
| 20. Consideration and Possible Action to Approve an Amendment of the Lease Agreement for Building 19 at the McMahon-Wrinkle Airport and Industrial Park with Lessee, ABS Wind USA LLC, and to Consent to the Sublease by the Lessee to ZF Services, LLC, and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 134-148 | Feeley |
| 21. Consideration and Possible Action to Review and Approve the Current Investment Advisor, Harrison Stenberg | Handout | Smith |

Council Input

- | | |
|-------------|-------|
| 22. Input | Moore |
| 23. Adjourn | Moore |

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

I hereby certify that this agenda was posted on the official bulletin board at the City of Big Spring, City Hall Building, located outside 310 Nolan Street. Given by order of the City Council and **Posted on Friday, March 7, 2025 at 4:30 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

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


Tami L. Davis, City Secretary

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

4208 BIRCH

Code Enforcement Officer: Malissa Garcia

Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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**AFFIDAVIT OF MALISSA GARCIA
CONCERNING 4208 BIRCH**

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

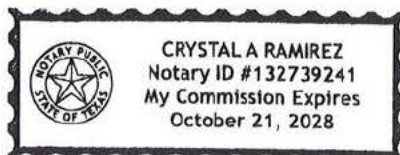
“My name is **Malissa Garcia**. I am over 21 years of age, of sound mind, capable of making this affidavit, and personally acquainted with the facts herein stated:

“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 **4208 BIRCH**, Big Spring, Texas. These are exact duplicates of original records. The records were made at or near the time of each act, event, or finding set forth. The records were made by, or from information transmitted by, persons with knowledge of the matters set forth. The records were kept in the course of regularly conducted business activity. It is the regular practice of the business activity to make the records.”

SIGNED on the 7 day of March, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of March, 2025 by the above referenced Affiant.



Crystal A Ramirez
Notary Public, State of Texas

Exhibit A-2

Howard Property Search

Property Details

Account		
Property ID:	283330	Geographic ID: B4440000600
Type:	R	Zoning:
Property Use:		Condo:
Location		
Situs Address:	4208 BIRCH	
Map ID:		Mapsco:
Legal Description:	LT 6 BK 1 MESA 50X140 034 BLK/TRACT 331S 0.161 ACRES ACQ 01112017	
Abstract/Subdivision:		
Neighborhood:	(WRGT1) WRIGHTS 1	
Owner ?		
Owner ID:	419828	
Name:	BEJIL ALFRED BEJIL BERTHA	
Agent:		
Mailing Address:	PO BOX 215 COYANOSA, TX 79730	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$11,266 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$1,928 (+)
Land Non-Homesite Value:	\$0 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$13,194 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$13,194 (=)
HS Cap Loss: ⓘ	\$0 (-)
Circuit Breaker: ⓘ	\$0 (-)
Assessed Value:	\$13,194
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: BEJIL ALFRED BEJIL BERTHA %Ownership: 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
01H	HOWARD COUNTY	0.221030	\$13,194	\$13,194	\$29.16	
02B	CITY OF BIG SPRING	0.671465	\$13,194	\$13,194	\$88.59	
03B	BIG SPRING ISD	0.728300	\$13,194	\$13,194	\$96.09	
052	HOWARD COLLEGE	0.158693	\$13,194	\$13,194	\$20.94	

Total Tax Rate: 1.779488

Estimated Taxes With Exemptions: \$234.78

Estimated Taxes Without Exemptions: \$234.78

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
4208 BIRCH CASE NOTES**

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

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

Making this record was a regular practice of that activity.

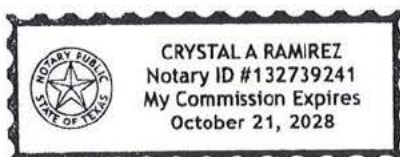
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

SIGNED on the 7 day of March, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of March, 2025

by the above referenced Affiant.



Crystal A. Ramirez
Notary Public, State of Texas

Exhibit A-3



CASE NOTES

Page 1 of 1

Report Run On: Friday, 31 January
2025 11:33

Case # 25-00000053
Site Address: 4208 BIRCH
Case Description: structure not up to code

Parcel # : 283330

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		WAIVER SIGNED	Malissa Garcia	01/30/25	
PHONE CALL		spoke with Bertha's caregiver [REDACTED] she informed me that the husband has passed, and she wanted me to email her the waiver so they can get it signed and notarized. email address is [REDACTED] SENT WAIVER TODAY	Malissa Garcia	01/24/25	
GENERAL		NOTICE OF VIOLATION	Malissa Garcia	01/16/25	
SITE VISIT		structure is not up to code windows are broken and roof is coming off the foundation and hanging by the front door. will send notice to property owner.	Malissa Garcia	01/15/25	
CORRECTIVE ACTION		structure is missing windows and roof is falling in and structure is coming down by the front door. needs to be brought up to code or demoed. Deadline for compliance (7) seven days from the date of mailing	Malissa Garcia	01/15/25	

STATE OF TEXAS

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COUNTY OF HOWARD

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**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 4, 2025, I inspected the property described as:

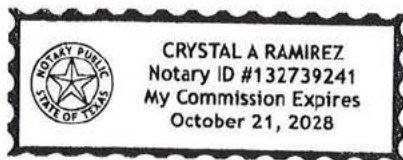
LOT 6, BLOCK 1, MESA SUBDIVISION Big Spring, Howard County, Texas,
also known as **4208 BIRCH**, Big Spring, Texas.

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

SIGNED on the 7 day of March, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of March, 2025
by the above referenced Affiant.



Angie Rangel
Notary Public, State of Texas

Exhibit A-4



00002115120251450-AN



January 15, 2025 11:40 AM



January 15, 2025 11:40 AM



025 40





January 15, 2025 11:41 AM



Galaxy Tab S8+
February 04, 2025 1:56 PM



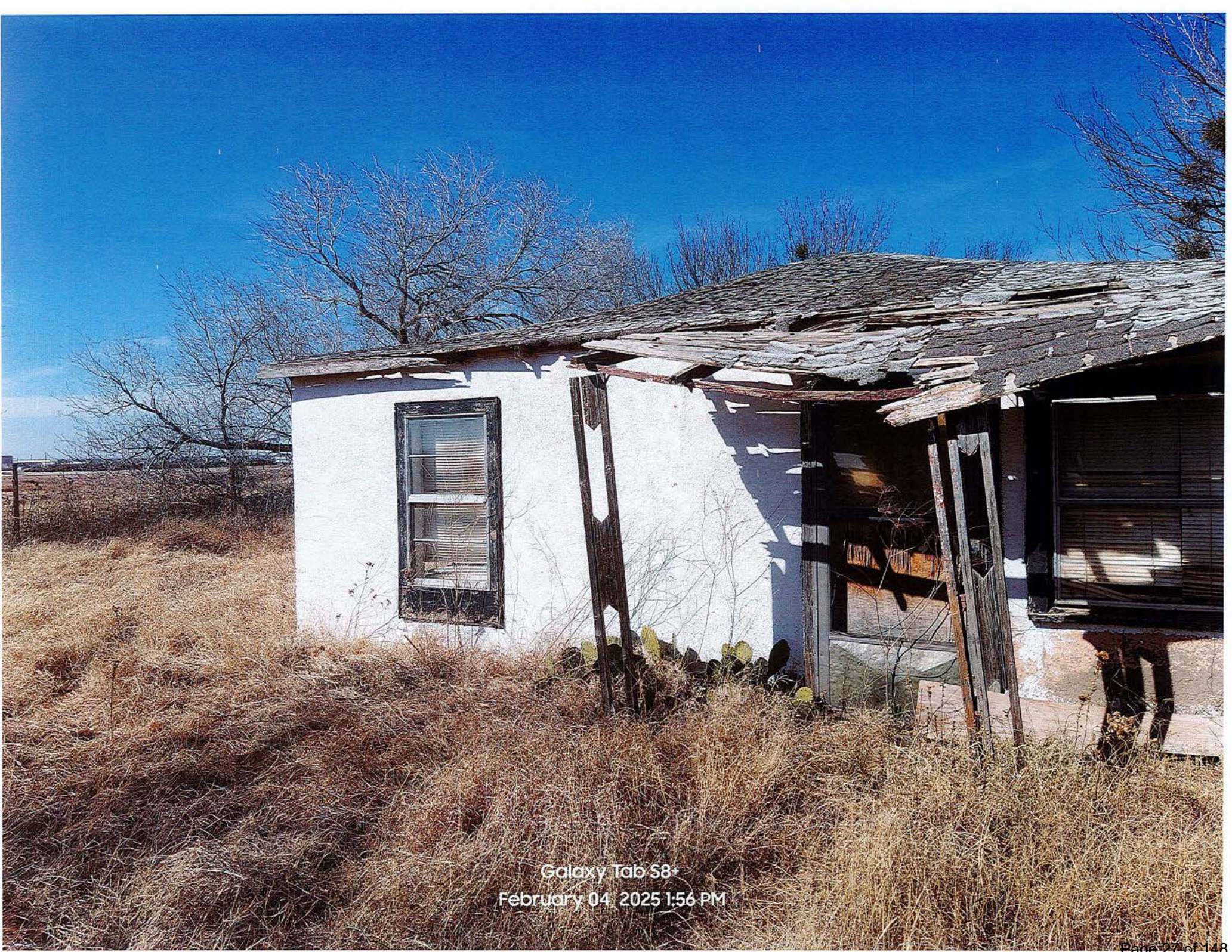
Galaxy Tab S8
February 04, 2025 1:56 PM



Galaxy Tab S8+
February 04, 2025 1:56 PM



Galaxy Tab S8+
February 04, 2025 1:56 PM



Galaxy Tab S8+
February 04, 2025 1:56 PM



Galaxy Tab S8+
February 04, 2025 1:57 PM



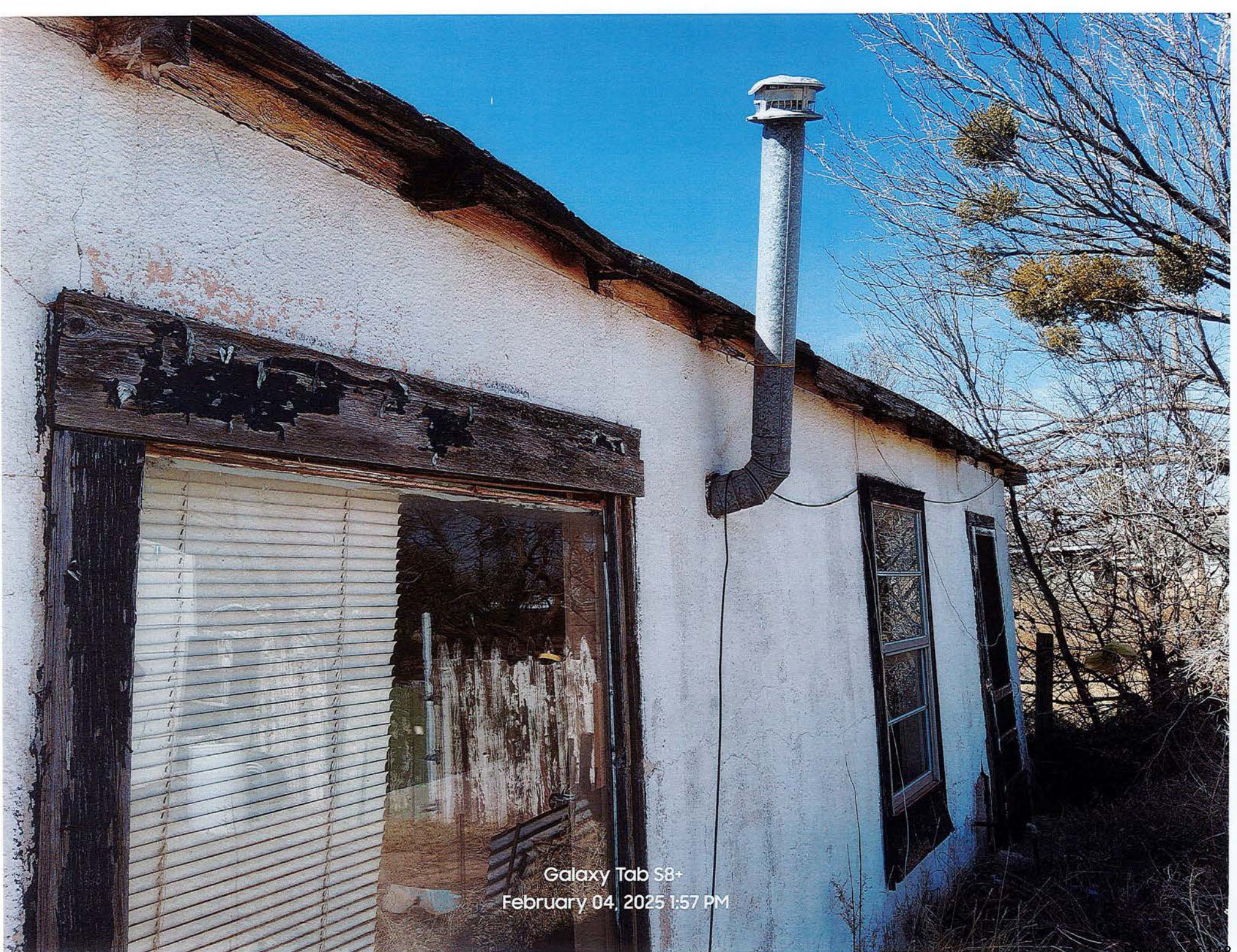
Galaxy Tab S8
February 04, 2025 1:57 PM



Galaxy Tab S8
February 04, 2025 1:57 PM



Galaxy Tab S8
February 04, 2025 1:57 PM



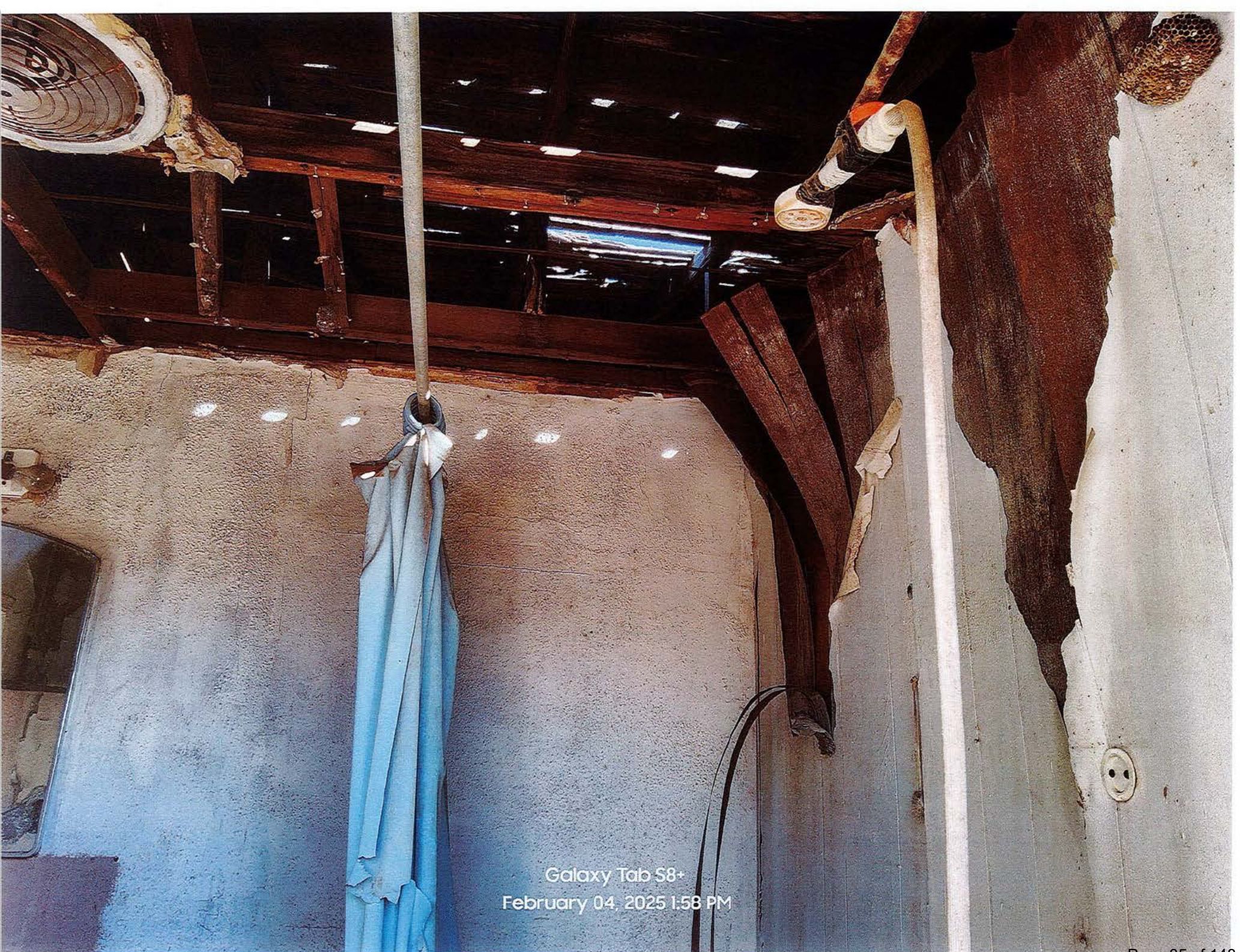
Galaxy Tab S8+
February 04, 2025 1:57 PM



Galaxy Tab S8
February 04, 2025 1:57 PM



Galaxy Tab S8
February 04, 2025 1:57 PM



Galaxy Tab S8+
February 04, 2025 1:58 PM



Galaxy Tab S8+
February 04, 2025 1:58 PM

STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION
NOTICE SENT BY MALISSA GARCIA**

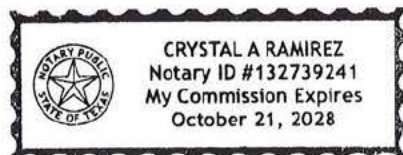
"The document in **Exhibit A-5** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record."

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

SIGNED on the 7 day of March, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of March, 2025
by the above referenced Affiant.



Crystal Ramirez
Notary Public, State of Texas

Exhibit A-5



City of Big Spring Code Compliance

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

NOTICE OF VIOLATION

Re: 4208 BIRCH BIG SPRING, TX 00000

Legal Description: LT 6 BK 1 MESA 50X140 034 BLK/TRACT 331S 0.161 ACRES ACQ 01112017

Date 01/16/2025

Case No: 25-00000053

BEJIL ALFRED BEJIL BERTHA
PO BOX 215
COYANOSA, TX 79730

Dear BEJIL ALFRED BEJIL BERTHA

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: 4208 BIRCH BIG SPRING, TX 00000

Legal Description: LT 6 BK 1 MESA 50X140 034 BLK/TRACT 331S 0.161 ACRES ACQ 01112017

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 missing windows and roof is falling in and structure is coming down by the front door. needs to be brought up to code 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



NOTICE OF VIOLATION AND NOTICE OF HEARING

Sent via: Certified Mail; Return Receipt Requested

February 28, 2025

Alfred Bejil & Bertha Bejil
P.O. Box 215
Coyanosa, Texas 79730

Alfred Bejil & Bertha Bejil
4208 Birch St.
Big Spring, Texas 79720

Re: 4208 BIRCH, BIG SPRING, TEXAS 79720

**LEGAL DESCRIPTION: LOT 6, BLOCK 1, MESA SUBDIVISION, Howard
County**

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

VIOLATION	DESCRIPTION OF VIOLATION
111.1.5 HAZARDOUS STRUCTURE OR PREMISES. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous: 3. Any building, structure, or portion thereof that is dangerous. 6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy. 7. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals, or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act. 11. Any portion of a building remains on a site after	The structure has severe roof damage and weather damage. The building is neglected, damaged, dilapidated and unsecured so as to constitute an attractive nuisance. The roof appears to be caving in. Hazardous condition.

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

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

Corrective Action Sought by Code Compliance

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

REPAIR OR DEMOLISH AND REMOVE

of MAIN STRUCTURE.

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

Issued by

Malissa Garcia

Name

Code Enforcement Officer

Title

+1 (432) 264-2506

Phone

mgarcia@mybigspring.com

E-mail

The City's goal is voluntary compliance.

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

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

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

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

The City Council will serve as the Hearing Board for your case. The hearing is scheduled for **5:30 PM, March 11, 2025** at the City Council Chambers located at **307 E 4th St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

SECTION A-1.10. Rights of Parties

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

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

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

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

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

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

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

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

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

NOTICE TO EMPLOYEE OF OWNER: If you are an individual employed by the owner of

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

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

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

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

Sincerely,

A handwritten signature in blue ink that reads "M. Garcia".

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

9589 0710 5270 1979 8843 60

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OFFICIAL USE	
Certified Mail Fee \$ _____ Extra Services & Fees (check box, add fee as appropriate) ☐ Return Receipt (hardcopy) \$ _____ ☐ Return Receipt (electronic) \$ _____ ☐ Certified Mail Restricted Delivery \$ _____ ☐ Adult Signature Required \$ _____ ☐ Adult Signature Restricted Delivery \$ _____ Postage \$ _____ Total Postage and Fees \$ _____	Postmark Here 4208 Birch Final
Sent To <u>Alfred & Bertha Belil</u> Street and Apt. No., or PO Box No. <u>4208 Birch St</u> City, State, ZIP+4® <u>Big Spring TX 79720</u>	
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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 \$ _____	4208 Birch Postmark Here Final PO Box 215 Cayusa TX
Sent To <u>Alfred & Bertha Belil</u> Street and Apt. No., or PO Box No. <u>PO Box 215</u> City, State, ZIP+4® <u>Cayusa TX 79730</u>	
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USPS Tracking[®]

FAQs >

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Latest Update

Your item was picked up at a postal facility at 9:45 am on March 1, 2025 in COYANOSA, TX 79730.

Get More Out of USPS Tracking:

USPS Tracking Plus[®]

Delivered

Delivered, Individual Picked Up at Postal Facility

COYANOSA, TX 79730
March 1, 2025, 9:45 am

See All Tracking History

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

Feedback

Text & Email Updates	▼
USPS Tracking Plus [®]	▼
Product Information	▼

See Less ^

Track Another Package



Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

STATE OF TEXAS

§

COUNTY OF HOWARD

§

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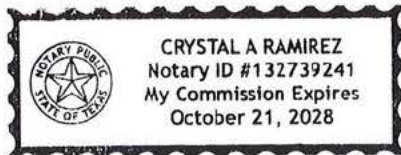
**CERTIFICATION
OF POSTING OF PUBLIC HEARING**

“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for March 11, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on February 27, 2025.”

SIGNED on the 7 day of March, 2025.

M. Garcia
AFFIANT

SWORN TO AND SUBSCRIBED before me this 7 day of March, 2025
by the above referenced Affiant.



Crystal Ramirez
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 **MARCH 11TH, 2025, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4th ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

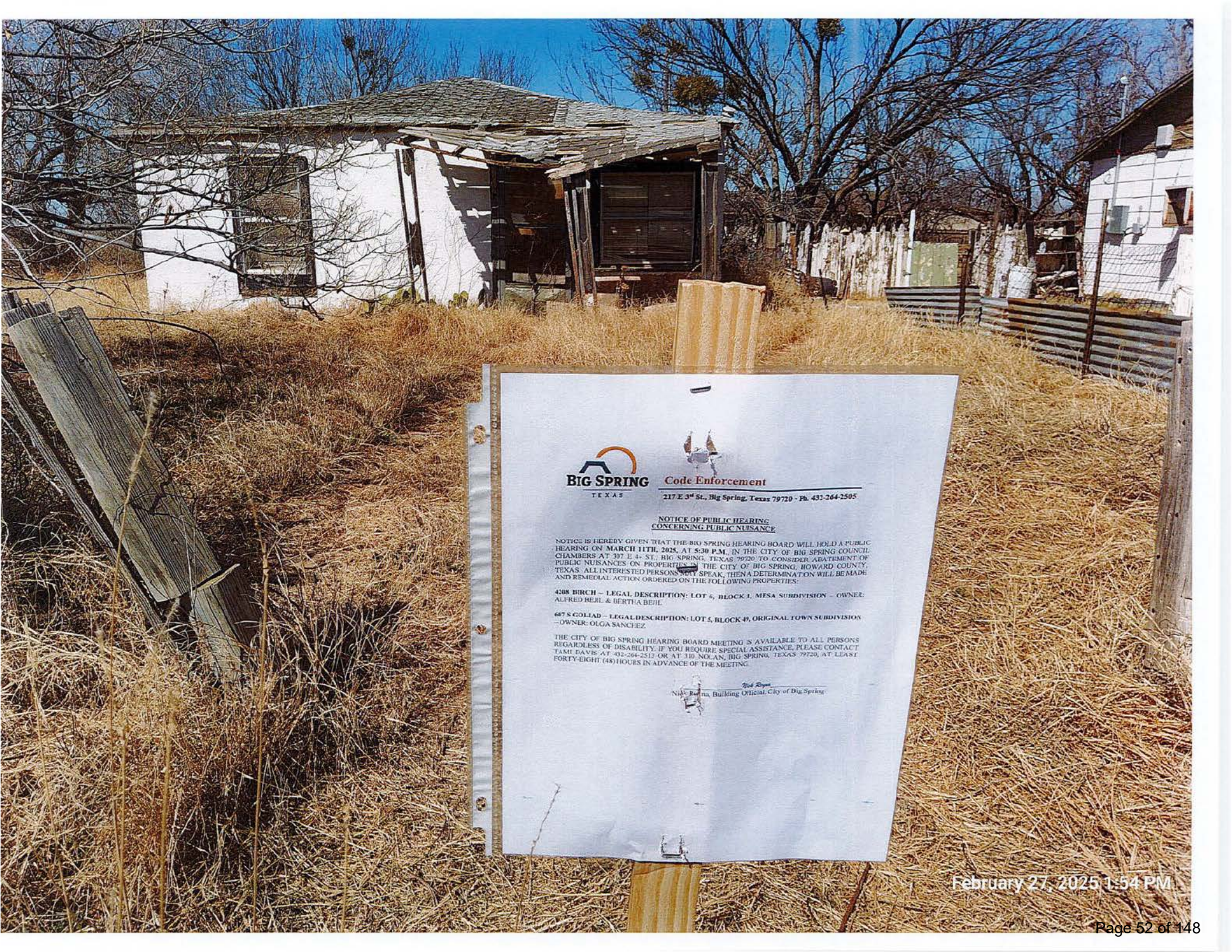
4208 BIRCH – LEGAL DESCRIPTION: LOT 6, BLOCK 1, MESA SUBDIVISION – OWNER:
ALFRED BEJIL & BERTHA BEJIL

607 S GOLIAD – LEGAL DESCRIPTION: LOT 5, BLOCK 49, ORIGINAL TOWN SUBDIVISION
– OWNER: OLGA SANCHEZ

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



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 MARCH 11TH, 2025, AT 5:30 P.M., IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4th ST., BIG SPRING, TEXAS 79720 TO CONSIDER ABATEMENT OF PUBLIC NUISANCES ON PROPERTIES IN THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS. ALL INTERESTED PERSONS MAY SPEAK, THEN A DETERMINATION WILL BE MADE AND REMEDIAL ACTION ORDERED ON THE FOLLOWING PROPERTIES:

4208 BIRCH - LEGAL DESCRIPTION: LOT 6, BLOCK 1, MESA SUBDIVISION - OWNER: ALFRED BEJIL & BERTHA BEJIL

667 S COLLAD - LEGAL DESCRIPTION: LOT 5, BLOCK 4, ORIGINAL TOWN SUBDIVISION - OWNER: OLGA SANCHEZ

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 432-264-2512 OR AT 310 NOLAN, BIG SPRING, TEXAS 79720, AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE MEETING.

Rob Ryan
Nick Rana, Building Official, City of Big Spring

February 27, 2025 1:54 PM

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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, February 25, 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

Chance Nichols gave the invocation.

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

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

Public Comment

Public Comment

There were no public comments at this time.

Announcements, Presentations and Public Hearings

Open Public Hearing

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member 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 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

MOTION WAS MADE BY Council Member Hughes to abate the above captioned property (410 Aylesford), 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 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

City Manager's Report

City Manager's report on the following items:

- Update - Large Item Pickup, District 2 - Postponed until Feb. 26th
- E-Waste - March 1, 2025

- Playground Grand Opening - March 1, 2025

Todd Darden, City Manager, reported on the above captioned items as follows: Large item pickup was postponed due to the weather until February 26th; E-waste will be on March 1st at the Big Sandy Landfill beginning at 8:00 a.m.; The All Ages All Abilities Playground will have a grand opening and ribbon cutting at the Comanche Trail Park on March 1st beginning at 12:00 p.m.; Congratulated the Police Department for 39 indictments last week.

Consent Items

Approval of the City Council Minutes of the Regular Meeting of February 11, 2025.

Acknowledge Receipt of the Big Spring Economic Development Board of Director's Minutes for the Regular Meeting of January 27, 2025

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

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 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 Ornelas to approve the above captioned minutes and resolutions, seconded by Mayor Pro Tem Tompkins.

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

NAYS: None

7

0

MOTION PASSED

Vouchers

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

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 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

MOTION WAS MADE BY Mayor Pro Tem Tompkins to award the above captioned bid to Whitewater Construction in the amount of \$5,238,148.00(Total Cost of Project), 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

New Business

First Reading of a Resolution Reviewing and Approving the Investment Policy of the City of Big Spring

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member 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 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

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

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

Tompkins, Council Member Moreno

NAYS: None

0

MOTION PASSED

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.

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

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

7

NAYS: None

0

MOTION PASSED

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 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

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

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

7

NAYS: None

0

MOTION PASSED

Consideration and Possible Action to 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

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

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

7

NAYS: None

0

MOTION PASSED

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

MOTION WAS MADE BY Council Member Hughes to extend the above captioned agreement on a month to month basis, 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

Council Input

Input

Mayor Moore explained the reason for the special meeting to be held on February 28th in order to get two citizens appointed to the Zoning Board of Adjustments so they may call a meeting.

Council Member Tompkins asked if the city staff could contact TXDOT for some direction signage to the Big Sandy Landfill.

Council Member Moreno is excited for the new playground to open and thanked staff for their hard work on it. He also thanked the Police and Fire Departments for their work as well.

Adjourn

Mayor Moore adjourned the City Council meeting at 6:05 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

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

The City Council of the City of Big Spring, Texas, met in a Special Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 1:00 PM, February 28, 2025, with the following members present in person:

MAYOR ROBERT MOORE
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 Special City Council meeting to order at 1:00 p.m.

New Business

Boards & Committees

Consideration and Possible Action on the Below Listed Board:

Zoning Board of Adjustments

Appoint Terry Hansen - Nominated by Council Member Wilkerson - Dist. 4

Appoint Chris Bishop - Nominated by Mayor Moore

MOTION WAS MADE BY Mayor Pro Tem Tompkins to appoint Terry Hansen and Chris Bishop to the Zoning Board of Adjustments, seconded by Council Member Yanez.

YEAS: Mayor Moore, Council Member Yanez, Council Member Hughes,

6

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

NAYS: None

0

MOTION PASSED

Adjourn

Mayor Moore adjourned the Special City Council meeting at 1:02 p.m.

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary



**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes
January 16, 2025**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, January 16, 2025 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Steven Boatenhamer called the meeting to order at 5:30 p.m. with the following members in attendance:

Steven Boatenhamer Russ Rutledge Jonathan Ray
Shane Schaffner Adriel Saldivar

Also in attendance: Mike Feeley Andriana Olvera Rodney Patridge Daniel Moreno

Absent: Bob Miller

Item # 1

Call to Order

Steven Boatenhamer called the meeting to order at 5:30 p.m.

Item # 2

Review and approve minutes from November 21, 2024 meeting.

Motion to approve made by Russ Rutledge seconded by Shane Schaffner with all members voting "aye" for acceptance of the minutes as written.

Item # 3

Public Comment

There were no public comments at this time.

Item # 4

Airport Director's Report

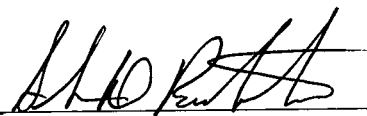
Mike began updating the board on the former U.S. Flight Academy building. The flight simulator that was located inside the building has been removed and given to the Hangar 25 Air Museum. The simulator was left behind when the flight school vacated the building years ago. The building will soon begin abatement. Mike briefly gave an update on the Hangar 25 door project that is now complete. A few minor adjustments need to be made to make the door close correctly. Staff will begin cleaning floors and aircraft will be brought back inside to be placed on display. The T-33 is the only aircraft that will not be placed back inside due to its size. The goal is to have the south side of the museum concreted and metal coverings built for all the other statics that will be placed outdoors. The next project that was discussed was the removal of the control tower that is located east of the Airpark. The control tower is 7 days away from

demolition. It will be laid down and taken apart on the ground. The total bid for the project is \$83,000. The next project discussed was the former Webb fire station also known as the Ryder Trucking building. That building has been demolished. The cost of that project came in exceptionally low at \$38,000. The City is very pleased with the outcome. The next project discussed was the training facility that was recently abated. Dora Roberts Rehabilitation Center has donated all their fitness equipment. The facility will serve as a police and fire fitness center. Dora Roberts also donated \$165,000 for rubber flooring. City council has already approved to move forward with hiring an architect to design the facility, The cost of the architect is \$90,000. Mike then went on to give a status on the striping and marking project. The project has moved to spring. Guidance signs need to be replaced as well as the renaming of taxiways. Mike also explained why runway 17/35 will be renamed 18/36 due to magnetic variation change. The paint will cost \$870,000. Runway 6/24 is currently in the design faze for reconstruction. The City would like a complete renovation.

Item # 5

Next Meeting Date is February 20, 2025

Adjournment: 7:00 P.M.



Approved by Steven Boatenhamer, Chairman

20 FEB 25
Date

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

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.

Page 4 ¶15

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Page 7 ¶13

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City of Big Spring

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- 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.
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MEMORANDUM

Date: March 5, 2025
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager
From: Albert Belez, Purchasing Agent
Subject: Purchase Approval - Kubota Utility Tractor

Action Requested: Approve purchase of M6S-11 Kubota Utility Tractor

Background Information: The equipment scheduled for replacement is a 2009 New Holland Farm Tractor currently utilized by the Street Department. This tractor is the oldest in their fleet and suitable for retirement due to its age and declining condition. Over the past 16 years, the total expenditure on maintenance, repairs, and tires amounts to \$30,340.36. Additionally, this unit has a crack in the rear axle housing that has been previously repaired but continues to leak, along with several other components that are worn and need replacement.

Financial Considerations:

Expenditure amount requested:	\$ 69,371.58
What fund/department account will this amount be drawn from?	General Fund/320
Amount Budgeted:	\$80,000
Would this expenditure be made within the budget for the current fiscal year?	No
Does this commit the City to spending funds beyond the current fiscal year?	No

Vendor Bids/Quotations: We have four quotes currently. John Deere submitted a quote of \$116,503.65. Kaige Kubota in Odessa provided a quote of \$73,477.58. TCT Incorporated in Lubbock submitted a quote of \$69,371.58. The final quote was from Abilene Equipment Center in Abilene for \$81,029.34.

Staff Opinion as to Feasibility and Timeline: City staff recommend proceeding with the low bid acquisition of the Kubota tractor from TCT Incorporated located in Lubbock. It is anticipated that with appropriate maintenance and care, the tractor has a projected lifespan of approximately 10 to 12 years. Additionally, TCT Incorporated has indicated that delivery of the tractor can be completed within a two-week period.

Staff recommendation: We recommend moving forward with the acquisition of the Kubota utility from TCT Incorporated, located in Lubbock, Texas, for a total cost of \$69,371.58.

Detailed Specifications

M6S-111SHDC2

4WD Midsize Utility Tractor, Electro-Hydraulic Shuttle Transmission & Cab

* * * Equipment In Standard Machine & Specifications * * *

Diesel Engine

Kubota V3800 Direct Injection

3.8L (230 cu. In.) 4 Cylinder

EPA Tier 4 Final Compliant

Common Rail Electronic Fuel Injection

Electronic Engine Management

Turbocharged

12V 900 CCA Battery

Charging Output 80 amps Cab

Model Specifications

SAE Gross HP: 114

Engine Net HP: 105

Max . PTO HP: 95

EXHAUST EMISSION CONTROL TYPE

DPF System (Diesel Particulate Filter)

SCR System

DEF Tank Capacity: 4.2 Gal

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Pump

Max. Flow @ Rated Engine Speed:

Cab: 2600 RPM

Power Steering: 12.9 gpm

Impl. Flow: 17.6 gpm

Total Flow: 30.5 gpm

REMOTE VALVES

(1) SCD (Self-Canceling Detent)

(1) FD (Float Detent)

3 POINT HITCH & DRAWBAR

Cat II 3-point Hitch

@ Lift Points: 4960 lbs.

(ASAE)@ 24" Behind: 3858 lbs.

Telescoping Lower Links

Stabilizers

Swinging Drawbar

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8" Six Spline
540 rpm @ 2405 Eng. rpm
1000 RPM @ 2389 Eng. RPM
Optional 540/1000 standard on
2 speed PTO Model

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights w/Turn Signals
2 Grille Mounted Work lights
2 Cab Mounted Work lights
2 Rear Cab Mounted Work lights

TRANSMISSION

16F/16R or 32F/32R Swing Shift Plus
Shuttle Shift: Electric Hydraulic
Main Shift: 8-Speed synchronized w/swing shift
Range Shift: 2-Speed Constant Mesh
Dual Speed: 2-Speed power shift
Clutch - Multi-Plate Wet
Planetary Final Drives
Hydraulic Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
2WD: Steel Adjustable
4WD: Cast Iron, Bevel Gear 55 Deg
Mechanical Differential Lock
Adj. (Rim) Tread Spacing

FLUID CAPACITY

Fuel Tank Capacity: 46.2 gal
Cooling System: 2.5 gal
Crankcase: 2.8 gal
Hydraulics/Trans: 15.8 gal
Front Axle case: 1.9 gal
Bevel Gear case: 0.9 gal

INSTRUMENTS

LCD Display:
Shuttle Position, DEF Gauge, Clock, Travel Speed, PTO RPM, Hour Meter, Trip Meter,
Fuel Consumption, PM Level, RPM Memory
Oil Pressure

Fuel Gauge
Coolant Temperature
Swing Shift H/L Digital Light Indicator
4WD Indicator
Water Separator Ligh

CAB
Tilt Steering Wheel
Retractable Seat belt
12V - Outlet
Cup Holder
Cloth Suspension Seat
Side view mirrors
Front wiper and washer

SAFETY EQUIPMENT
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

M6S-111SHDC2



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER 36 OF THE BIG SPRING CITY CODE ENTITLED “NUISANCES,” ARTICLE IV “ABANDONED, INOPERATIVE OR JUNKED MOTOR VEHICLES”; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE ORDINANCE WAS DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the Constitution of the United States of America, “No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws,” Fourteenth Amendment, Section 2; and

WHEREAS, under the Texas Constitution, “No citizen of this State shall be deprived of life, liberty, property, privileges or immunities, or in any manner disfranchised, except by the due course of the law of the land,” Article I, Section 19; and

WHEREAS, the Texas Legislature allows municipalities to adopt procedures to abate as public nuisances junked vehicles pursuant to Subchapter E, Chapter 683, Texas Transportation Code; and

WHEREAS, the City of Big Spring is a Texas home-rule municipality; and

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

WHEREAS, the governing body of a municipality may adopt an ordinance that: (1) is for the good government, peace, or order of the municipality or for the trade and commerce of the municipality; and (2) is necessary or proper for carrying out a power granted by law to the municipality or to an office or department of the municipality, Section 51.001, Texas Local Government Code; and

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

WHEREAS, a Texas home rule municipality may define and prohibit nuisances, Section 217.042(a), Local Government Code; and

WHEREAS, a Texas municipality may enforce all ordinances necessary to prevent, and summarily abate and remove a nuisance, Section 217.042(b), Local Government Code; and

WHEREAS, the City may adopt a more inclusive definition of a junked vehicle, but not a more limited definition than that provided by the Legislature, Section 683.0711, Transportation Code; and

WHEREAS, the City Council of Big Spring originally adopted its junked vehicle ordinance in 1972, and has amended it most recently in 2020; and

WHEREAS, federal regulations define a "recreational vehicle" in Title 24, Code of Federal Regulations, Section 3282.15(b); and

WHEREAS, the National Fire Protection Association defines a "recreational vehicle" in NFPA 1192, Standard on Recreational Vehicles (2021 edition), Section 3.3.52; and

WHEREAS, the City Council of Big Spring finds that junked vehicles located in the City of Big Spring cause detriment to the health, comfort, safety, convenience, and welfare to the inhabitants of Big Spring, constitute public nuisances, and should be abated, and the City of Big Spring shall abate and remove these nuisances but only after affording all interest holders in private property recourse through the due process of law and the due course of law;

WHEREAS, adopting this ordinance is in the public interest and is necessary to protect health, life and property, and to preserve the good government, order, and security of the municipality and its inhabitants, and is necessary to summarily abate and remove defined nuisances;

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

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

SECTION 2. The Big Spring City Code, Chapter 36 entitled "Nuisances," Article IV entitled "Abandoned, Inoperative or Junked Motor Vehicles," is hereby amended as follows:

Sec. 36-115. Definitions.

This Article may be known as the "Junked Vehicle Ordinance," and adopts procedures pursuant to Section 683.074, Texas Transportation Code on junked vehicles as public nuisances, and their abatement. For the purposes of this Article, the following words shall have the meanings hereinafter given:

Abatement date means the date upon which the abatement and removal may take place.

Aircraft has the meaning assigned by Section 24.001, Texas Transportation Code.

Antique vehicle means a passenger car or truck that is at least 25 years old.

Appeal deadline means the date immediately before the abatement date.

Authorized official means a full-time city employee authorized to administer this Article.

Hearing office means the City Manager.

Junked travel trailer means a travel trailer that:

- (1) Is visible, partially or in full, at any time of the year from a public place or public right of way;
- (2) Is wrecked, dismantled, partially dismantled, dilapidated, has major structural damage, or has extensive water damage; and
- (3) That displays an expired license plate or does not display a license plate.

Junked vehicle means a motor vehicle, or aircraft, or watercraft that:

- (1) Visible, partially or in full, at any time of the year from a public place or public right-of-way; and
- (2) Is self-propelled; and
- (3) Is:
 - (a) Wrecked, dismantled or partially dismantled, or discarded; or
 - (b) Inoperable and has remained inoperable for more than:
 - (i) Seventy-two consecutive hours, if the vehicle is on public property; or
 - (ii) Thirty consecutive days, if the vehicle is on private property;
- (4) And is:
 - (a) A motor vehicle that displays an expired license plate or does not display a license plate;
 - (b) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or

(c) A watercraft that:

(i) Does not have lawfully on board an unexpired certificate of number; and

(ii) Is not a watercraft described by Section 31.055, Parks and Wildlife Code.

(5) The definition of “junked vehicle” includes a part or parts of such a junked vehicle.

(6) The definition of “junked vehicle” is expanded to include the term “junked travel trailer.”

Junked vehicle notice means a notice of the City’s intent to declare a vehicle to be a public nuisance, which must be provided by official method of service and in accordance with Section 36-118.

Motor vehicle means a vehicle that is subject to registration under Chapter 501, Texas Transportation Code.

Motor vehicle collector means a person who:

- (1) Owns one or more antique or special interest vehicles; and
- (2) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

Motor vehicle demolisher means a person in the business of:

- (1) Converting motor vehicles into processed scrap or scrap metal; or
- (2) Wrecking or dismantling motor vehicles.

Notice of removal means written notice identifying the junked vehicle or part of the junked vehicle which shall be given to the applicable agency not later than the fifth (5th) day after the date of removal of the junked vehicle.

Official method of service means a written notice by certified mail with a five (5)-day return requested, or delivered by the United States Postal Service with signature confirmation service, or personally delivered, to: the property owner/occupant and the vehicle owner. If the Post Office address of the last known registered vehicle owner of the junked vehicle is unknown, notice to the registered vehicle owner may be placed on the junked vehicle, or if the owner is located, personally delivered. For a junked travel trailer, additionally, a placard containing the information from the notice shall be posted on or near the door of the junked travel trailer, or on a stake on the premises between it and the nearest public street.

Property owner/occupant means the owner or occupant of:

- (1) The real property on which the junked vehicle is located; or
- (2) If the junked vehicle is located on a public right-of-way, the real property adjacent to the public right-of-way.

Removal associate means a person authorized under this Article to perform abatement and removal procedures on a junked vehicle that has been declared a public nuisance.

Request hearing deadline means ten (10) days after the service of notice date.

Requestor means one who requests a hearing under this Article, and is either a property owner/occupant or a vehicle owner.

Service of notice date means the date of the latest postmarked or personally delivered junked vehicle notice.

Special interest vehicle means a motor vehicle of any age which has not been changed from original manufacturer's specifications and, because of its historic interest, in being preserved by hobbyists.

Storage facility includes a garage, parking lot, or establishment for the serving, repairing, or parking of motor vehicles.

Staff advocate means the Public Works Director or his designee, except as otherwise designated by this Article.

Travel Trailer means a vehicle or slide-in camper used, manufactured, or constructed to permit its use as a conveyance upon the public streets and highways and designed to permit its use as a place of human habitation by one or more persons; is not self-propelled; and, under Section 1201.003, Texas Occupations Code, is neither a mobile home nor a manufactured home.

Vehicle owner means, collectively and separately, the last known registered owner or owners of the junked vehicle; and/or each lienholder of record of the junked vehicle.

Watercraft means a vessel subject to registration under Chapter 31, Parks and Wildlife Code.

Sec. 36-116. Junked vehicles declared a public nuisance.

A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year from a public place or public right-of-way: is detrimental to the safety and welfare of the public; tends to reduce the value of private property; invites vandalism; creates a fire hazard; is an attractive nuisance creating a hazard to the health and safety of minors; produces urban blight adverse to the maintenance and continuing development of municipalities; and therefore is a public nuisance.

Sec. 36-117. Inapplicability of article.

Procedures adopted under this Article may not apply to a vehicle or vehicle part:

- (a) That is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or
- (b) That is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - (1) Maintained in an orderly manner.
 - (2) Not a health hazard; and
 - (3) Screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

Sec. 36-118. Notice, and request for hearing.

- (a) An authorized official may provide a junked vehicle notice to the property owner/occupant and the vehicle owner.
- (b) A junked vehicle notice must state:
 - (1) A reasonable description of the junked vehicle and its location;
 - (2) That the City of Big Spring intends to declare the junked vehicle a public nuisance;
 - (3) That the junked vehicle must be abated and removed no later than the request hearing deadline, unless a request for a hearing is made on or before the request hearing deadline;
 - (4) That if a request for hearing is not made, the hearing office will declare the junked vehicle to be a public nuisance and order it to be abated and removed, terminating ownership of the junked vehicle;
 - (5) That relocating a junked vehicle within the City of Big Spring to a location where it continues to be a junked vehicle, such as if it remains in public view, will have no effect on the proceedings;
 - (6) That any property owner/occupant or vehicle owner has the right to request a hearing by the request hearing deadline;
 - (7) That such request for hearing must be in writing and delivered to the City Secretary, at the stated address thereof, such as by mail or personal delivery on or before the request hearing deadline, and should a hearing be requested, the hearing office will be the City Manager;

(8) That should the property owner/occupant fail to abate or remove the junked vehicle, and not request a hearing, the City will declare the junked vehicle to be a public nuisance, and abate and remove it, terminating the ownership of the junked vehicle;

(9) That if the hearing office declares the junked vehicle to be a public nuisance, a person who requested a hearing may appeal the decision within ten (10) days to a court of competent jurisdiction.

Sec. 36-119. Hearing and abatement.

(a) If a requestor requests a hearing by the request hearing deadline, the hearing office will hold a hearing.

(1) If the request for hearing was made by the request hearing deadline, the hearing shall be held by the hearing office no earlier than the eleventh (11th) day after the service of notice date.

(2) Upon receiving notice of the request for a hearing, the City Secretary shall notify the City Manager, the City Attorney, and the Public Works Director.

(b) [Abolished.] (Reserved)

(c) The relocation of a junked vehicle to another location within the city limits after the proceeding for the abatement and removal of the junked vehicle has commenced has no effect on the proceeding if the vehicle constitutes a junked vehicle at the second location.

(d) The following persons shall have the right to present evidence and call witnesses:

(1) The staff advocate shall argue and conduct the case for the authorized official, present evidence and call witnesses.

(2) The City Attorney or the City Attorney's designee shall also have the right to present evidence and call witnesses.

(3) The vehicle owner and property owner/occupant or their representatives shall have the right to present evidence and call witnesses.

(e) The vehicle is presumed to be inoperable unless demonstrated otherwise. If the hearing office finds that a preponderance of the evidence shows that the junked vehicle is a public nuisance, the hearing office shall enter an order declaring that the vehicle is a junked vehicle and thus constitutes a public nuisance. Otherwise, the hearing office may either enter an order that the vehicle is not a public nuisance, or decide to take no action.

Sec. 36-120. Order to remove and abate junked vehicle nuisance.

(a) If a junked vehicle notice was issued and a hearing was not requested by the request hearing deadline, the hearing office shall order the abatement and removal of the junked vehicle.

(b) If, after a junked vehicle notice was issued and a hearing was requested on or before the request hearing deadline, the hearing office declares a junked vehicle to be a public nuisance, the hearing office shall order the abatement and removal of such junked vehicle.

(c) An order of abatement and removal shall:

- (1) declare the junked vehicle to be a public nuisance, terminate its ownership, order its abatement and removal, and grant authority to authorized official and removal associate to enter onto the property to abate and remove the public nuisance;
- (2) set the abatement date, which shall be no earlier than the eleventh (11th) day following the date the order is entered; provided that, if the junked vehicle notice was returned undelivered, the abatement date may not be a date earlier than the eleventh (11th) day after the date of the return, and an addendum to the order may be entered as to the abatement date and shall supersede any order previously made;
- (3) order an authorized official or removal associate to give notice of removal to the Department of Public Safety, the Department of Motor Vehicles, or the Federal Aviation Administration, as applicable, not later than the fifth (5th) day after the date of removal;
- (4) state that it is prohibited for the junked vehicle to be reconstructed or made operable after removal, and order that the junked vehicle shall be demolished and disposed of as scrap or salvage;
- (5) if the information is available at the location of the public nuisance, include:
 - a. For a motor vehicle, the vehicle's:
 - (i) Description;
 - (ii) Vehicle identification number; and
 - (iii) License plate number;
 - b. For an aircraft, the aircraft's:
 - (i) Description; and

(ii) Federal Aircraft Identification Number as described by Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; and

c. For a watercraft, the watercraft's:

(i) Description; and

(ii) Identification number as set forth in the watercraft's certificate of number; and

(6) state that any owner, lienholder, or owner/occupant who requested a hearing may appeal the determination to any court of competent jurisdiction; provided that such an appeal must be on or before the appeal deadline.

Sec. 36-121. Removed vehicle not to be reconstructed or made operable, prohibition.

After any such junked vehicle has been removed by the City, it shall be unlawful to reconstruct it or make it operable. It shall be demolished and disposed of as scrap or salvage.

Sec. 36-122. Notice of removal.

The removal associate shall give notice of removal as required by the order, including any addendum, unless the City Manager delegates another individual to perform this duty.

Sec. 36-123. Transfer of such junked vehicle.

The removal associate shall remove the junked vehicle or part which is removed from private or public property by authority of this Article to a scrapyard, motor vehicle demolisher, or a suitable site operated by a municipality or county.

Sec. 36-124. City Manager authority to name officials.

(a) Authorized officials are code enforcement officers employed full-time by the City, unless the City Manager files a signed memorandum with the City Secretary that designates authorized officials by name or by title. Only full-time employees of the City may be authorized officials under this subsection.

(c) The removal associate is any towing company under Article VI, Chapter 48, Big Spring City Code that may perform nonconsent tows. The City Manager may, orally or in writing, regardless of a prior delegation, select or replace a removal associate at will for one or more removals.

(d) The City Manager may delegate or modify a prior delegation of the City Manager's authority under this Section by filing a signed memorandum with the City Secretary.

Sec. 36-125. Effect of Article on Other Statutes or Ordinances.

Nothing in this Article shall affect a law that permits immediate removal of a vehicle left on public property that is an obstruction to traffic.

Sec. 36-126. Appeal.

Any owner, lienholder, or owner/occupant who requested a hearing may appeal the determination of the hearing office to any court of competent jurisdiction. Such an appeal must be filed by the appeal deadline. While an appeal is pending, the City shall not abate or remove the public nuisance. A court of competent jurisdiction may issue necessary orders to enforce the procedures under this Article.

Sec. 36-115. Definitions.

~~— This article adopts procedures pursuant to Texas Transportation Code Title 7, Chapter 683, Subchapter E on junked vehicles as public nuisances, and their abatement. For the purposes of this article, the following words shall have the meaning hereinafter given:~~

~~— Aircraft has the meaning assigned by Texas Transportation Code § 24.001.~~

~~— Antique vehicle means a passenger car(s) or truck(s) that is at least 25 years old.~~

~~— Hearing office means the city council or the court of competent jurisdiction conducting a hearing under this article.~~

~~— Junked vehicle means a vehicle that is, and is:~~

~~— (1) Visible at any time of the year from a public place or public right of way; and~~

~~— (2) Self-propelled; and~~

~~— (3) Is:~~

~~— (a) Wrecked, dismantled or partially dismantled, or discarded; or~~

~~— (b) Inoperable and has remained inoperable for more than:~~

~~— (i) Seventy-two consecutive hours, if the vehicle is on public property; or~~

~~— (ii) Thirty consecutive days, if the vehicle is on private property;~~

~~— (4) And is:~~

~~— (a) A motor vehicle that displays an expired license plate or does not display a license plate;~~

~~— (b) An aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or~~

~~— (c) A watercraft that:~~

~~— (i) Does not have lawfully on board an unexpired certificate of number; and~~

~~— (ii) Is not a watercraft described by Parks and Wildlife Code § 31.055.~~

~~— (5) The definition of "junked vehicle" includes a part or parts of such a vehicle.~~

~~— Motor vehicle means a vehicle that is subject to registration under Texas Transportation Code, Title 7, Chapter 501.~~

~~— Motor vehicle collector means a person who:~~

~~— (1) Owns one or more antique or special interest vehicles; and~~

- (2) Acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.
- Motor vehicle demolisher means a person in the business of:
 - (1) Converting motor vehicles into processed scrap or scrap metal; or
 - (2) Wrecking or dismantling motor vehicles.
- Property owner/occupant means the owner or occupant of:
 - (1) The real property on which the vehicle is located; or
 - (2) If the vehicle is located on a public right-of-way, the property adjacent to the right-of-way.
- Requestor means one who requests a hearing under this article, and is either an owner or lienholder of the vehicle, or a property owner/occupant.
- Special interest vehicle means a motor vehicle of any age which has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by hobbyists.
- Storage facility includes a garage, parking lot, or establishment for the serving, repairing, or parking of motor vehicles.
- Watercraft means a vessel subject to registration under Parks and Wildlife Code Chapter 31.

~~Sec. 36-116. Junked vehicles declared a public nuisance.~~

~~— A junked vehicle, including a part of a junked vehicle, that is visible at any time of the year from a public place or public right-of-way: is detrimental to the safety and welfare of the public; tends to reduce the value of private property; invites vandalism; creates a fire hazard; is an attractive nuisance creating a hazard to the health and safety of minors; produces urban blight adverse to the maintenance and continuing development of municipalities; and therefore is a public nuisance.~~

~~Sec. 36-117. Inapplicability of article.~~

- Procedures adopted under this article may not apply to a vehicle or vehicle part:
 - (a) That is completely enclosed within a building in a lawful manner and is not visible from the street or other public or private property; or
 - (b) That is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer or junkyard, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector's property, if the vehicle or part and the outdoor storage area, if any, are:
 - (1) Maintained in an orderly manner.
 - (2) Not a health hazard; and
 - (3) Screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

~~Sec. 36-118. Notice and request for hearing.~~

- For junked vehicles on public or private property:
 - (a) A written notice personally delivered, sent by certified mail with a five-day return requested, or delivered by the United States Postal Service with signature confirmation service to:

- ~~— (1) The last known registered owner of the junked vehicle;~~
- ~~— (2) Each lienholder of record of the junked vehicle; and~~
- ~~— (3) Every owner/occupant.~~
- ~~— (b) The notice must state:~~
 - ~~— (1) A reasonable description of the junked vehicle;~~
 - ~~— (2) That the City of Big Spring intends to declare the junked vehicle a nuisance;~~
 - ~~— (3) That the junked vehicle must be abated and removed no later than the tenth day after the date on which the notice was personally delivered or mailed;~~
 - ~~— (4) The owner or lienholder of the junked vehicle has the right to request a hearing;~~
 - ~~— (5) Any request for a hearing must be made before that ten day period expires;~~
 - ~~— (6) Such notice should be delivered to the office of the city secretary, such as by mail or personal delivery;~~
 - ~~— (7) Should the property owner or occupant fail to abate or remove the junked vehicle, and not request a hearing, the City of Big Spring shall declare the junked vehicle to be a nuisance, and abate and remove it, terminating the ownership of the junked vehicle.~~

~~Sec. 36-119. Hearing and abatement.~~

- ~~— The city council or a court of competent jurisdiction shall conduct a hearing under the procedures adopted under this subsection.~~
- ~~— (a) The city may not remove a junked vehicle on private property except by these procedures.~~
 - ~~— (1) An owner or lienholder of the vehicle, or property owner/occupant may request a hearing if the request is made within ten days after service of notice to abate the nuisance. The hearing shall be held no earlier than the 11th day after service of notice to abate the nuisance.~~
 - ~~— (2) Upon receiving notice of the request for a hearing, the city secretary shall notify the city manager and the city attorney. The city attorney is granted discretion and authorization to file the action in any court of competent jurisdiction, or to request that the hearing be held by city council.~~
- ~~— (b) [Abolished.] (Reserved)~~
- ~~— (c) The relocation of a junked vehicle that is a public nuisance to another location within the city limits after the proceeding for the abatement and removal of the public nuisance has commenced has no effect on the proceeding if the junked vehicle constitutes a public nuisance at the second location.~~
- ~~— (d) The city attorney shall argue and conduct the case for the city, present the city's evidence, and call the city's witnesses.~~
- ~~— (e) At the hearing, the city has the burden of proof. The vehicle is presumed to be inoperable unless demonstrated otherwise. If a preponderance of the evidence at the hearing as found by the hearing office shows that the vehicle is a junked vehicle, the hearing office shall make a finding that the vehicle is a junked vehicle and thus constitutes a public nuisance.~~
- ~~— (f) When the hearing office is the city council, a majority vote of a quorum present shall determine based on the evidence and arguments, the findings of the hearing.~~
- ~~— (g) The following have a right to testify at the hearing: any owner or lienholder of the junked vehicle; any property owner/occupant; the requestor; any witness the requestor calls; and any witness called by the city attorney.~~

~~Sec. 36-120. Order to remove and abate junked vehicle nuisance.~~

~~—If notice is proper and if a hearing was not requested, the city manager or any person authorized to abate a junked vehicle nuisance may authorize any person to remove the nuisance.~~

~~—(a) The hearing office that makes a finding of a junked vehicle shall issue a resolution or order which shall include all of the following:~~

~~—(1) Declare the vehicle or vehicle part to be a junked vehicle and public nuisance, and order its abatement and removal;~~

~~—(2) Designate a person to identify the junked vehicle and transmit the information regarding the junked vehicle and its removal to the Department of Public Safety, the Department of Motor Vehicles, or the Federal Aviation Administration, as applicable, not later than the fifth day after the date of removal; and~~

~~—(3) Prohibit the junked vehicle from being reconstructed or made operable after removal, and order that it shall be demolished and disposed of as scrap or salvage.~~

~~—(4) If the information is available at the location of the nuisance, a resolution or order requiring removal of the nuisance shall include:~~

~~—a. For a motor vehicle, the vehicle's:~~

~~—(i) Description;~~

~~—(ii) Vehicle identification number; and~~

~~—(iii) License plate number;~~

~~—b. For an aircraft, the aircraft's:~~

~~—(i) Description; and~~

~~—(ii) Federal Aircraft Identification Number as described by Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; and~~

~~—c. For a watercraft, the watercraft's:~~

~~—(i) Description; and~~

~~—(ii) Identification number as set forth in the watercraft's certificate of number.~~

~~—(5) Any owner, lienholder, or owner/occupant may appeal the determination to any court of competent jurisdiction. Such an appeal must be filed within ten days.~~

~~—(b) If a hearing was requested, the vehicle was determined to be a junked vehicle by the hearing office, and the filing deadline for an appeal has passed, the city may abate and remove the nuisance.~~

~~—(c) While an appeal is pending, the city shall not abate or remove the nuisance.~~

~~—(d) A court of the municipality or county may issue necessary orders to enforce these procedures.~~

~~Sec. 36-121. Abolished and reserved.~~

~~Sec. 36-122. Abolished and reserved.~~

~~Sec. 36-123. Transfer of such junked vehicle to a demolisher.~~

~~—A junked vehicle or part which is removed from private or public property by authority of this article, shall be disposed to a motor vehicle demolisher or other person or business that may legally demolish or recycle the junked vehicle or part.~~

~~Sec. 36-124. Administration by authorized employees.~~

~~—All city employees who are authorized to apply for and execute administrative search warrants and who are full-time employees of the city are authorized to abate junked vehicle nuisances under these procedures.~~

NOTE* Language to be deleted is ~~stricken~~.

SECTION 3. All provisions of any ordinance, rule, regulation, or order of the City in conflict with this Ordinance are hereby repealed to the extent they are in conflict.

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

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

SECTION 6. This Ordinance is ordered to be codified.

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

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the ____ day of _____, _____ 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 _____, _____ 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

Big Spring Police Department



Date: March 5, 2025
To: Mayor Robert H. Moore and Big Spring City Council
From: Todd Darden, City Manager
John Medina, Assistant City Manager
Chad Williams, Chief of Police
Subject: Lateral Recruitment Incentives Pilot Program

Background

The Big Spring Police Department (Department, BSPD) is currently experiencing critical staffing challenges. This coordinated memorandum provides data about recent staffing in the Department and outlines a 24-month, lateral hiring incentive pilot program (Program). This Program will focus on recruiting experienced candidates into represented police officer positions, which are current critical needs in the Department. This recruitment strategy and respective incentive may be relevant to other public safety departments in the future, and the pilot program would establish and refine the parameters, support systems, and costing methodology for this type of program.

The Department continues to experience regular turnover, both anticipated and unanticipated, with ongoing recruitment efforts to fill sworn officer positions. Due to a current staffing deficit, the Department has temporarily reduced staffing in the Narcotics Task Force (5) and the Criminal Investigations Division (3). Despite these reductions, the patrol services remain understaffed by 11 officers, approximately 2 officers per shift, resulting in inconsistent and increased response times.

The Department recruitment efforts are comprehensive, and include word of mouth, posting videos/fliers to social media platforms, posting advertisements to external websites and locations, direct recruiting at non-recruitment related events/locations, and attending recruitment fairs. In addition, the Department had a dedicated Sergeant who worked with the Human Resources Department on open recruitment to streamline the overall hiring process, but we recently lost our Recruitment Officer to retirement.

The applicant pool for police officers is small and competitive, and agencies across West Texas compete for the same entry-level candidates. A recruitment effort designed to attract lateral officers with higher levels of training and experience will generally yield more qualified – but far fewer – applicants overall and presents further challenges due to competing agency hiring bonuses and higher base salaries. Nevertheless, to remain competitive and address current vacancies within critical areas of the Department, staff believes the City recruitment strategy should prioritize hiring lateral police officers as well as seeking entry-level officers. The Department will actively seek to fill a minimum of five (5) vacant positions with lateral officers over the next two years, with an expected maximum of eight (8) positions participating in this Program.

Staffing, Vacancies and Leaves

The FY 2024-25 BSPD budget included 43 full-time equivalents (FTEs) with fourteen (14) vacant positions and four (4) frozen positions, as of the date of this document. The table below provides the status of these 43 positions.

Table 1: Big Spring Police Department Staffing Overview

Position	FY 2024-25 Budgeted	Vacant	Vacancy Rate
Lieutenant	4	0	0%
Sergeant	8	4	50%
Corporal	20	9	45%
Officer	11	1	9.1%
Total	43	14	32.5%

*We currently have two (2) part-time Police Officers and (1) non-certified Cadet in the Academy.

**In addition to the current vacancies, the four Lieutenants (4) are eligible for retirement.

Hiring trained and experienced officers to prepare for these expected changes is a critical need within the Department.

At present, approximately 40% of staff filling sworn positions have five or less years of service in their roles. Additionally, in the past two years, 62% (5 out of 8) of employees hired to fill sworn positions were hired as entry-level with no past law enforcement experience. The Department defines “build-up time” as the duration from the hire date until the individual completes training and is fully operational in their job duties. The build-up time for an entry-level police officer candidate is a little under 12 months.

Lateral candidates for Police Officer positions require significantly less training time. For a lateral officer, the build-up period is approximately two months. Hiring lateral officers for these critical positions would allow the Department to maintain a high level of service delivery with minimal disruption.

Many agencies use lateral recruitment strategies that include signing and/or retention bonuses, accelerated accumulation of leave accruals based on public safety years of service, and leave banks (vacation, sick, etc.). The three most common incentives implemented by competing cities are providing a leave bank upon hire, allowing accelerated leave accruals, and/or providing a monetary signing bonus. Some agencies have included credit for prior years of service for purposes of longevity pay. As shown in Table 2 below, the BSPD has implemented several recruitment strategies, but the results have been minimal.

Table 2. Big Spring Police Department Incentives

Incentives for Certified Police Officers
Housing Allowance (\$800/mo)
Relocation Bonus (\$4,500)
Academy Expense Reimbursement (up to \$5,000)
5% Night Shift Differential and Additional Assignment Pay
Firearm Allowance (\$800)
Increased range for the Take Home Vehicle Program
Education Pay - Associates (\$100/mo); Bachelors (\$200/mo)

We believe certified candidates elect not to apply with the BSPD because without a Lateral Recruitment Program they do not receive any pay for prior years of service. Thus, for Big Spring to be competitive for potential certified hires, staff recommends the implementation of a Lateral Recruitment Program.

Lateral Incentive Pilot Program

Lateral Police Officer means entry into the Police Department by a new hire already trained and experienced in law enforcement at the Police Officer level. The lateral hire must have successfully completed a Police Basic Training Academy curriculum that meets Texas Penal Code requirements and be licensed by the Texas Commission on Law Enforcement (TCOLE). Candidates must have a minimum of 12 months' full-time service (current employment preferred) as a certified Peace Officer from a comparable size agency with no more than a three-year break in service at the time they make an application with the Big Spring Police Department. Military police, reserve officer or other types of unpaid peace officer experience **does not** count as regular full-time peace officer experience.

The Department, in coordination with Human Resources and Finance, will establish a 24-month Lateral Recruitment Program for represented police officer positions consisting of the following components:

- Provide a starting salary based on his or her whole years of police officer experience. Service time, for determining the starting salary.
- Provide credit for years of service at a public agency in an equivalent qualifying eligible role, for the purposes of vacation accrual in accordance with the established accrual rates.
- Add a one-time, upfront balance of hours deposited into a non-cashable leave bank (i.e., leave that cannot be cashed out in lieu of utilizing the paid time off) in the following tiers:
 - 80 hours – lateral with up to 5 years of full-time service
 - 120 hours – lateral with 5-10 years of full-time service
 - 160 hours – lateral with 10+ years of full-time service

For all three components, a qualifying applicant shall be defined as an officer with comparable job duties to a Big Spring Police Officer as a sworn peace officer, sergeant, or lieutenant. Likewise, “years of full-time service” will include the candidate’s experience in a position with comparable job duties to those positions in Big Spring.

Previous qualified peace officer experience may be applied towards lateral transfer placement between Certified Officer, Corporal and Senior Corporal positions. Previously accumulated tenure or qualified peace officer experience will not be applied toward classification advancements beyond that of Senior Corporal. Officer Career Advancements with the Big Spring Police Department beyond the rank of Senior Corporal may only be achieved by fulfilling the advancement requirements based on tenure with this department.

Years of service worked at prior public agencies will be verified during the pre-employment background investigation process and will be used solely for the purpose of vacation accrual. Years of full-time service for sworn positions shall include service in a sworn peace officer position as defined by the Texas Penal Code.

Lateral officers will have a six-month probationary period.

The Department may begin recruitment efforts with these incentives immediately while the Finance and Human Resource complete the necessary technical design and back-office work. The Program will be deployed and accessible to onboarding candidates in March 2025.

Fiscal Impact

Table 3 provides an illustrative scenario of the pay plan under this Program. The Program would be funded through Year 1 vacancy savings.

Table 3. Lateral Recruitment Pay Plan

Position	Years of Exp.	Salary Schedule Step	Hourly Rate	Annual Rate	Non-Cashable Leave Bank		Incremental ¹ Annual Vacation Accrual (Year 1)		Total
					Hours	\$ Value (Liability)	Hours	\$ Value (Liability)	\$ Value (Liability)
Officer	1	2	\$31.35	\$65,220.48	80	\$2,508.00	120	\$3,762.00	\$6,270.00
Officer	2	3	\$32.14	66,851.20	80	\$2,571.20	120	\$3,856.80	\$6,428.00
Officer	3	4	\$32.94	68,523.52	80	\$2,635.20	120	\$3,952.80	\$6,588.00
Corporal	4	2	\$33.23	69,135.04	80	\$2,658.40	120	\$3,987.60	\$6,646.00
Corporal	5	3	\$34.06	70,863.52	80	\$2,724.80	120	\$4,087.20	\$6,812.00
Corporal	6	4	\$34.92	72,635.68	120	\$4,190.40	120	\$4,190.40	\$8,380.80
Sr. Corporal	7	2	\$35.23	73,280.48	120	\$4,227.60	120	\$4,227.60	\$8,455.20
Sr. Corporal	8	3	\$36.11	75,112.96	120	\$4,333.20	120	\$4,333.20	\$8,666.40
Sr. Corporal	9	4	\$37.02	76,991.20	120	\$4,442.40	120	\$4,442.40	\$8,884.80
Sr. Corporal	10+	5	\$37.94	78,915.20	160	\$6,070.40	136	\$5,159.84	\$11,230.24
Total \$ Value (Liability)						\$36,361.60		\$41,999.84	\$78,361.44

Based on Pay Plan dated October 1, 2024.

¹ Reflects incremental amount over new employee vacation accrual rate of 120 hours

As these incentives will be offered as part of a pilot Program, it may be ended by the City Manager at any time should the City reach its intended objective or for other reasons. The City Manager's Office and the Departments of Police, Human Resources and Finance will evaluate the Program outcome on an annual basis to determine whether it is feasible to continue and/or expand the Program.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY CONCIL OF THE CITY OF BIG SPRING, TEXAS TO AUTHORIZE THE IMPLEMENTATION OF A PILOT PROGRAM FOR LATERAL RECRUITMENT AND HIRING OF POLICE OFFICERS; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;

WHEREAS, City Council finds it in the public interest to adopt this resolution;

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 Chief of Police is authorized to implement a lateral hiring incentive known as the Lateral Recruitment Incentive Pilot Program. This program is complementary to City of Big Spring personnel policies, administrative directives, and Big Spring Police Department policies. To the extent that any provision of this program directly conflicts with another policy, this program will take precedence only to narrowest extent necessary to give effect to this program.

Lateral police officers may enter into the Police Department as a new hire already trained and experienced in law enforcement at the police officer level. The lateral hire must have successfully completed a police basic training academy curriculum that meets Texas Penal Code requirements and be licensed by the Texas Commission on Law Enforcement (TCOLE). Candidates must have a minimum of 12 months' full-time service (current employment preferred) as a certified peace officer from a comparable size agency with no more than a three-year break in service at the time they make an application with the Big Spring Police Department. Military police, reserve officer or other types of unpaid peace officer experience does not count as regular full-time peace officer experience. The Chief of Police will make any qualifying agency final determinations.

The Department, in coordination with Human Resources and Finance, will establish a 24-month Lateral Recruitment Program for represented police officer positions consisting of the following components:

- Provide a starting salary based on his or her whole years of police officer experience. Service time, for determining the starting salary.
- Provide credit for years of service at a public agency in an equivalent qualifying eligible role, for the purposes of vacation accrual in accordance with the established accrual rates.
- Add a one-time, upfront balance of hours deposited into a non-cashable leave bank (i.e., leave that cannot be cashed out in lieu of utilizing the paid time off) in the following tiers:

- 80 hours – lateral with up to 5 years of full-time service
- 120 hours – lateral with 5-10 years of full-time service
- 160 hours – lateral with 10+ years of full-time service

For all three components, a qualifying applicant shall be defined as an officer with comparable job duties to a Big Spring police officer as a sworn peace officer, sergeant, or lieutenant. Likewise, “years of full-time service” will include the candidate’s experience in a position with comparable job duties to those positions in Big Spring.

Previous qualified peace officer experience may be applied towards lateral transfer placement between Certified Officer, Corporal and Senior Corporal positions. Previously accumulated tenure or qualified peace officer experience will not be applied toward classification advancements beyond that of Senior Corporal. Officer career advancements with the Big Spring Police Department beyond the rank of Senior Corporal may only be achieved by fulfilling the advancement requirements based on tenure with this Department.

Years of service worked at prior public agencies will be verified during the pre-employment background investigation process and will be used solely for the purpose of vacation accrual. Years of full-time service for sworn positions shall include service in a sworn peace officer position as defined by the Texas Penal Code.

Lateral officers will have a six-month probationary period.

The Department may begin recruitment efforts with these incentives immediately while Finance and Human Resources complete the necessary technical design and back-office work. The Program will be deployed and accessible to onboarding candidates in March 2025.

The Lateral Recruitment Incentive Pilot Program will terminate after March 31, 2027.

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

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

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

SECTION 6. This Resolution shall become effective immediately.

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

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

Robert H. Moore III, Mayor

ATTEST:

Tami L. Davis, City Secretary

CONSENT TO SUBLEASE

This CONSENT TO SUBLEASE ("**Consent**"), dated as of the 10th day of December, 2024 (the "**Effective Date**"), is entered into among the City of Big Spring, a Texas municipal corporation, having an address at 310 Nolan Street, Big Spring, Texas 79720 ("**Prime Landlord**"), ABS Wind USA LLC, a Florida limited liability company, having an address at 604 Owens Street, Big Spring, Texas 79720 ("**Tenant**") and ZF Services, LLC, a Delaware limited liability company, having an address at 777 Hickory Hill Drive, Vernon Hills, Illinois 60061 ("**Subtenant**") (collectively referred to herein as the "**Parties**" or, individually, a "**Party**").

WHEREAS, Prime Landlord is the owner and landlord of the real property located at Building 19, Main Warehouse, 1380 Airpark Dr East, Big Spring, Texas 79720 (the "**Building**");

WHEREAS, Tenant and Prime Landlord entered into that certain Industrial Lease dated as of February 9, 2022, the "**Primary Lease**"), pursuant to which Prime Landlord leased to Tenant 21,170 square feet designated as Main Warehouse, and 2,728 square feet designated as office space in the Building ("**Demised Premises**"), which Demised Premises are more particularly described in the Primary Lease;

WHEREAS, Tenant and Subtenant have entered into a sublease agreement (the "**Sublease**"), pursuant to which Tenant subleased to Subtenant the entire Demised Premises, (the "**Subleased Premises**");

WHEREAS, Tenant has requested that Prime Landlord consent to Tenant subletting the Subleased Premises to Subtenant pursuant to the Sublease; and

WHEREAS, Prime Landlord has agreed to consent to the subletting on the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Consent to Subletting. Subject to the satisfaction of the conditions set forth in Section 9, Prime Landlord hereby consents to the subletting of the Subleased Premises by Tenant to Subtenant.
2. Sublease Subject and Subordinate to Primary Lease. The Sublease is subject and subordinate always to the Primary Lease. In the case of any conflict between the provisions of the Primary Lease and the provisions of the Sublease, the provisions of the Primary Lease will govern.
3. Tenant Not Released. Neither the Sublease nor this Consent releases or discharges Tenant from any covenants, duties, agreements, or liabilities under the Primary Lease. Tenant will remain liable and responsible for the full performance and observance of all the provisions, covenants, and conditions set forth in the Primary Lease on the part of Tenant to be performed and observed. Any breach or violation of any provisions of the Primary Lease by Subtenant will be deemed to be and will constitute a default by Tenant.
4. Consent Limited to Subletting. This Consent is limited solely to the subletting of the Subleased Premises by Tenant to Subtenant pursuant to the Sublease. Prime Landlord expressly reserves the right to consent to or withhold consent with respect to any other matters in the Primary Lease,

including, without limitation, any proposed alterations to the Demised Premises or the Subleased Premises or any further subletting either by Tenant or Subtenant.

5. Termination of Primary Lease. If at any time prior to the expiration or termination of the Sublease the Primary Lease expires or terminates for any reason, the Sublease will automatically and simultaneously terminate.

6. Notices. Tenant and Subtenant acknowledge and agree that Prime Landlord must be copied simultaneously on any notices between Tenant and Subtenant. Notices to Prime Landlord must be sent to the address provided for Prime Landlord in the Preamble of this Consent.

7. Prime Landlord's Fee. Prime Landlord charges no additional fee for this Consent.

8. No Further Modifications. Tenant and Subtenant agree not to amend, modify, or supplement the Sublease without the prior written consent of Prime Landlord, which consent may be given or withheld in its sole and absolute discretion. This Consent does not confer any third-party beneficiary rights upon Subtenant, except as expressly set forth herein.

9. Conditions Precedent to Consent to Sublease. The Sublease and this Consent are not valid and Subtenant may not take possession of the Subleased Premises until each of the following has been satisfied: (a) Prime Landlord's receipt of an original, executed counterpart of the Sublease Agreement in the form attached hereto; (b) Prime Landlord's receipt of a certificate of Subtenant's insurance, in form and substance required by the Sublease; and (c) Tenant executes "Amendment No. 1 to Industrial Lease" in the agreed form. If the conditions of this Section 9 have not been satisfied, this Consent will be deemed null and void and of no further force or effect.

10. Entire Agreement. This Consent contains the entire agreement of the Parties and may not be modified orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

11. Capitalized Terms. All capitalized terms not defined herein have the meaning given them in the Primary Lease.

12. Paragraph Headings. The paragraph headings appearing herein are for purposes of convenience only and are not deemed to be part of this Consent.

13. Governing Law. This Consent is to be construed in accordance with the laws of Texas without regard to the choice of law rules of that state.

14. Severability. If any term or provision of this Consent is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Consent or invalidate or render unenforceable such term or provision in any other jurisdiction.

15. Counterparts. This Consent may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement.

16. Non-Waiver of Governmental Immunity.

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

(b) Nothing in 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Consent to be executed as of the Effective Date.

TENANT

ABS WIND USA, LLC, a Florida limited liability company

PRIME LANDLORD

CITY OF BIG SPRING, a Texas Municipal Corporation

Alvaro Ortega
CEO

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

SUBTENANT

ZF SERVICES LLC, a Delaware limited liability company

Andrew W. Hagen
City Attorney

Print Name:
Title:

Exhibit S - SUBLEASE

SUBLEASE

THIS SUBLEASE (the “Sublease”) is made at Big Spring, Texas, between ABS Wind USA, LLC, a Florida limited liability company (“Sublandlord”), and ZF Services, LLC, a Delaware limited liability company (“Subtenant”)

Demise and Description of Property

1. Sublandlord leases to Subtenant, and Subtenant leases from Sublandlord, the property (“the subleased premises” *or* “the premises”) located in Howard County, Texas, described as follows:

Square Feet: 21, 170 square feet, Main Warehouse.

2,728 square feet, office space

Name of Building: Building 19, Main Warehouse

Street address/suite: 1380 Airpark Dr East

City, state, zip: Big Spring, TX 79720

And further described in the Main Lease.

Term

2. The sublease term is for a term beginning on December 10, 2024, and ending on February 28, 2027 (the “sublease term”). But this Sublease will terminate earlier in the event of a surrender, forfeiture, or other ground for termination of the lease dated February 9, 2022 and amended December 10, 2024, (the “Main Lease”), between the City of Big Spring, a Texas municipal corporation, as Landlord, and ABS Wind USA LLC, as Tenant, leasing the property described above. A copy of the Main Lease is attached as Exhibit A.

Rent

3. For the sublease term, Subtenant will pay Sublandlord as rent for the premises, the total of \$ _____, payable as follows: _____ [*describe*].

Use of Premises

4. Subtenant will use the premises only for warehouse use.

Assumption Agreement and Covenants

5. (a) Subtenant will comply with all of the provisions of the Main Lease that are to be performed by the Sublandlord as Tenant during the Sublease term, but the rent provisions of the Main Lease will not apply to Subtenant. Paragraph 3, above, governs Subtenant's payment of rent.
- (b) If the Main Lease is canceled or terminated before its expiration date and before the expiration date of this Sublease or any extensions and renewals, or if the Main Lease is surrendered, whether voluntarily, involuntarily, or by operation of law, Subtenant will make full attornment to the Landlord for the balance of the sublease term, including any extensions and renewals, based on the same covenants and conditions of this Sublease, so as to establish direct privity of estate and contract between the Landlord and Subtenant, with the same force as though this Sublease was originally made directly from the Landlord to the Subtenant. Subtenant will then make all rent payments directly to Landlord. Sublandlord represents that the Landlord has covenanted that, if the Main Lease expires or is canceled, terminated, or surrendered, the Landlord will accept the Subtenant, its successors and assigns, as its Tenant for a period equal to the full unelapsed portion of the sublease term, including any extensions and renewals, and based on the same covenants and conditions of this Sublease. The Landlord will then become the Landlord under this Sublease.
- (c) The provisions of the Main Lease, to the extent that they do not conflict with specific provisions of this Sublease, are fully incorporated into this Sublease. The Subtenant agrees to be bound to the Sublandlord by the Main Lease and to assume toward Sublandlord the same role and perform all of the obligations and responsibilities that Sublandlord by the Main Lease assumes toward the Landlord, and to indemnify and hold harmless Sublandlord from any claim or liability under the Main Lease except for Sublandlord's paying rental to the Landlord as the Main Lease provides. The relationship between the Subtenant and Sublandlord under this Sublease is the same as that between the Sublandlord and the Landlord under the Main Lease.

Limitation of Liability and Indemnity

6. Notwithstanding any contrary provision of the Main Lease, neither the Landlord nor the Sublandlord will be liable to Subtenant, or any of its agents, employees, servants, or invitees, for any damage to persons or property due to the condition, design, or any defect in the building or its mechanical systems that may exist or subsequently occur. Subtenant, with respect to itself and its agents, employees, servants, and invitees, assumes all risks and damage to persons and property, either proximate or remote, by reason of the present or future condition of the premises or the building. Subtenant will indemnify and hold Sublandlord and Landlord harmless from all suits, claims, and actions of every kind by

reason of any breach, violation, or nonperformance of any term on the part of the Subtenant under this agreement. Additionally, Subtenant will indemnify and hold Sublandlord and Landlord harmless from all claims, actions, damages, liabilities, and expenses asserted against the Sublandlord or Landlord on account of injuries to person or damage to property to the extent that any such damage or injury may be caused, either proximately or remotely, by any act or omission, whether negligent or not, of Subtenant or any of its agents, servants, employees, contractors, patrons, or invitees (while such invitees are on the premises) or of any other person entering upon the premises under or with Subtenant's express or implied invitation, or if any such injury or damage may in any other way arise out of the occupancy or use of Subtenant, its agents, employees, and invitees of the premises. This paragraph is for the benefit of the Sublandlord and Landlord of the premises only, and no right of action will accrue under this paragraph to any third party by way of subrogation or otherwise.

Furniture and Fixtures

8. All furniture and fixtures and equipment placed in the premises by Subtenant will remain Subtenant's property, subject to Sublandlord's rights as provided by law. Subtenant may, when the sublease term expires, remove the furniture and fixtures if removal is done so as not to damage the premises.

Assignment and Subletting

9. (a) Subtenant will not assign or Sublease the premises or any part of them.

Default

10. (a) Sublandlord may terminate this Sublease upon the happening of any one, or more, of the following events:

- (i) Subtenant's making an assignment for the benefit of its creditors;
- (ii) The levying on or against Subtenant's property of a writ of execution or attachment that is not released or discharged within thirty (30) days;
- (iii) The institution in a court of competent jurisdiction of proceedings for the reorganization, liquidation, or involuntary dissolution of Subtenant, or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the Subtenant's property, if the proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein is not discharged within thirty (30) days after the proceedings are instituted;
- (iv) Subtenant's doing or permitting to be done any act that creates a mechanics' lien or claim against the land or building of which the premises are a part that is not released or otherwise provided for by indemnification satisfactory to Sublandlord within thirty (30) days; and

- (v) Subtenant's failing to pay any rental installment, or other charge or money obligation required by this Sublease, within ten (10) days after written notice, or to perform any other covenant under this Sublease within thirty (30) days after written notice.
- (b) On any termination of the estate, Sublandlord may reenter the premises, with or without process of law using such force as necessary, and remove all persons and chattels. Sublandlord will not be liable for damages or otherwise by reason of reentry or termination of the terms of this Sublease. Notwithstanding any termination by Sublandlord, Subtenant's liability for the rents and charges under this Sublease will not be relinquished, diminished, or extinguished for the balance of the sublease term. Subtenant will pay, in addition to the rent and other sums agreed to be paid under this Sublease, any additional sums as the court may adjudge reasonable as attorney's fees in any suit or action instituted by Sublandlord to enforce this Sublease, or the collection of the rent due Sublandlord if Sublandlord prevails in the suit or action. Any property belonging to Subtenant or any persons holding by, through, or under Subtenant, or otherwise found upon the premises, may be removed and stored in any public warehouse at the cost of and for the account of Subtenant. Should Subtenant abandon, vacate, or surrender the premises or be dispossessed by process of law, any personal property left at or in the premises may be deemed abandoned, at Sublandlord's option.
- (c) If Subtenant breaches this Sublease, Sublandlord may immediately or at any time thereafter, without notice, cure the breach for the account and at the expense of Subtenant. If Sublandlord at any time, by reason of the breach, must pay, or elects to pay, any sum of money or do any act that will require paying any sum of money, or must incur any expense, including reasonable attorney's fees, in instituting or prosecuting any action or proceeding to enforce Sublandlord's rights under this Sublease, the sums paid by Sublandlord, with interest at the rate of _____ percent annually from the date of payment, will be considered additional rent and will be due from Subtenant to Sublandlord on the first day of the month following payment of the respective sums or expenses.
- (d) All Sublandlord's rights and remedies enumerated in this Sublease are cumulative and will not exclude any other right or remedy allowed by law. These rights and remedies may be exercised and enforced concurrently, whenever necessary. If Sublandlord is in default under this Sublease, Sublandlord will have reasonable and adequate time to cure the default after written notice to Sublandlord by Subtenant.

Eminent Domain

11. If any public authority takes the whole or any part of the premises under the power of eminent domain, then the sublease term will cease with respect to that part from the date that its possession is required for any public purpose, and the rent will be up to that day. If a portion of the premises is taken so that the remaining portion will not be reasonably adequate for operating Subtenant's business after Sublandlord completes such repairs or alterations as Sublandlord is obligated to make, Subtenant may elect either to terminate this Sublease or to remain in possession of the remainder of the premises. In the latter event, the rent will be equitably adjusted to account for that portion of the premises so taken. If Subtenant elects to remain in possession, all the terms of this sublease will continue in effect except for rent, and Sublandlord will at its own cost and expense make all necessary repairs or alterations to the building.

Miscellaneous Provisions

Texas Law To Apply

12. (a) This Sublease will be construed under Texas law, and all obligations of the parties are performable in Howard County, Texas.

Parties Bound

(b) This Sublease will bind and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns except as this Sublease otherwise specifies.

Legal Construction

(c) If any one or more of the provisions of this Sublease is for any reason held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this Sublease, which will be construed as if it had never included the invalid, illegal, or unenforceable provision.

Prior Agreements Superseded

(d) This Sublease constitutes the sole agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

Notice

(h) Unless this Sublease provides otherwise, any notice, tender, or delivery to be given by either party to the other may be effected by personal delivery in writing or by registered or certified mail, postage prepaid, return receipt requested, and will be considered received as of _____ [actual receipt *or* mailing].

Time of Essence

(i) Time is of the essence in this Sublease.

Dated: _____.

SUBLANDLORD

_____ [*typed name of sublandlord*]

By: _____ [*signature*]

_____ [*address*]

SUBTENANT

By: _____ [*signature*]

AMENDMENT NO. 1 TO INDUSTRIAL LEASE

Amendment No. 1 to the "Industrial Lease," dated December 10, 2024 (the "**Amendment**"), between the City of Big Spring, a Texas municipal corporation, having an address at 310 Nolan Street, Big Spring, Texas 79720 ("**Landlord**"), and ABS Wind USA LLC, a Florida limited liability company, having an address at 604 Owens Street, Big Spring, Texas 79720 ("**Tenant**") and together with Landlord, the "**Parties**," and each, a "**Party**").

WHEREAS, the Parties have entered into an Industrial Lease, dated February 9, 2022 the "**Existing Agreement**"; and

WHEREAS, pursuant to Section D.20 of the Existing Agreement, the amendment contemplated by the Parties must be contained in a written agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

(a) Section A of the Existing Agreement is hereby amended by inserting the following text under the heading "A. Definitions"

In addition to the terms from "Basic Information," above, the following terms shall have those meanings in the Agreement as defined below.

(b) Section A of the Existing Agreement is hereby amended by inserting the following definitions.

A.7. "Agreement" or "agreement" means this Industrial Lease.

(c) Section C.1.e of the Existing Agreement is hereby deleted in its entirety.

(d) Section D.26 in the Existing Agreement is hereby amended by striking it in its entirety and replacing it as follows:

D.26. Non-Waiver of Governmental Immunity.

D.26.a. The City of Big Spring, a Texas municipal corporation, expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

D.26.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.

D.26.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.

(e) The following Section E is hereby inserted into the Existing Agreement.

E. Construction, Alterations, or Repairs of an Improvement to the Premises

E.1. HB 2518 obligations of tenant. Pursuant to Section 2252.909, Texas Government Code (Acts 2023, 88th Leg., ch. 1008 (H.B. 2518), § 1), for construction, alteration, or repair of an Improvement to the Premises, if allowed, Tenant must require Tenant's contractor to:

- a. execute a payment bond that conforms to Subchapter I, Chapter 53, Texas Property Code;
- b. execute a performance bond in an amount equal to the amount of the contract for the protection of the Landlord and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents; and
- c. provide to the Landlord a notice of commencement consistent with this section at least 90 days before the date the construction, alteration, or repair of any improvement to the Premises begins. Such notice of commencement must:
 1. state the full legal name of the contractor and official street address for its headquarters;
 2. identify the public property where the work will be performed;
 3. describe the work to be performed;
 4. state the total cost of the work to be performed;
 5. include copies of the payment bond required under Section E.1.a and the performance bond required under Section E.1.b; and

6. include a written acknowledgment signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.
- d. On or before the 10th day after the date the Landlord receives a notice of commencement for the construction, alteration, or repair of an improvement to Premises required under Section E.1.c, if the Landlord deems that Tenant and/or Tenant's contractor are not in substantial compliance with this Section E, the Landlord may notify the Tenant that the construction, alteration, or repair may not proceed and will provide written justification for such notice.

Date of Effectiveness; Limited Effect. This Amendment will be deemed effective as of the date first written above (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement will mean and be a reference to the Existing Agreement as amended by this Amendment.

- e. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:
 1. It has the full right, power, and authority to enter into this Amendment and to perform its obligations hereunder and under the Existing Agreement as amended by this Amendment.
 2. The execution of this Amendment by the individual whose signature is set forth at the end of this Amendment on behalf of such Party, and the delivery of this Amendment by such Party, have been duly authorized by all necessary action on the part of such Party.
 3. This Amendment has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE EXISTING AGREEMENT AND IN THIS SECTION 4 OF THIS AMENDMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 4.

f. Miscellaneous.

1. This Amendment and all related documents and all matters arising out of or relating to this Amendment, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Texas, United States of America (including its statutes of limitations, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas.
2. This Amendment shall inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.
3. The headings in this Amendment are for reference only and do not affect the interpretation of this Amendment.
4. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitute one and the same agreement.
5. This Amendment constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.
6. Each Party shall pay its own costs and expenses in connection with this Amendment (including the fees and expenses of its advisors, accountants, and legal counsel).

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

TENANT

ABS WIND USA, LLC, a Florida limited liability company

LANDLORD

CITY OF BIG SPRING, a Texas Municipal Corporation

Alvaro Ortega
CEO

Todd Darden
City Manager

APPROVED AS TO FORM ONLY

Andrew W. Hagen
City Attorney