



## CITY COUNCIL REGULAR AGENDA

**Tuesday, July 22, 2025**

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, July 22, 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 Optimum or on Our Website <http://mybigspring.com/224/Channel-17-Live>.**

### CITY COUNCIL MEETING ETIQUETTE

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

Thank you!

### Open Session

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

### Public Comment

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

- |                          |       |
|--------------------------|-------|
| 4. <b>Public Comment</b> | Moore |
|--------------------------|-------|

## **Announcements, Presentations and Public Hearings**

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

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|--------|
| 5. Open Public Hearings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |            | Moore  |
| 6. PUBLIC HEARING - Consideration and Possible Action<br>Concerning Abatement of Public Nuisance, at 816 W 8TH,<br>BIG SPRING, TEXAS 79720 – LEGAL DESCRIPTION: LOT<br>14, BLOCK 5, CEDAR CREST SUBDIVISION, BIG SPRING,<br>HOWARD COUNTY, TEXAS (Property ID 278500 and<br>Property ID 278501) – OWNER: SHARON L. GUTIERREZ<br>AND MANUEL GUTIERREZ                                                                                                                                                                                                                                | 7-50       | Hagen  |
| 7. PUBLIC HEARING - Consideration and Possible Action<br>Concerning Abatement of Public Nuisance, at 2003<br>RUNNELS, BIG SPRING, TEXAS 79720 – LEGAL<br>DESCRIPTION: THE SOUTH FIFTY FEET (S/50') OF THE<br>NORTH ONE HUNDRED FEET (N/100') OF THE<br>NORTHWEST ONE-FOURTH (NW/4) OF BLOCK NO.<br>TWENTY-SEVEN (27), IN COLLEGE HEIGHTS ADDITION<br>TO THE CITY OF BIG SPRING, HOWARD COUNTY,<br>TEXAS – OWNER: EDNA GONZALES AND ESTATE OF<br>MANUEL GONZALES JR                                                                                                                  | 51-<br>172 | Hagen  |
| 8. PUBLIC HEARING for Consideration and Possible Action<br>Regarding the Contemplated Annexation of a Property being<br>443.607 acres, more or less, in Section 4, Block 33, Howard<br>County, Texas, Located Entirely Within the Extraterritorial<br>Jurisdiction of and Contiguous to the City of Big Spring, and<br>Identified as Parcel 297545 by the Howard Central Appraisal<br>District of Howard County, Texas, and Provide Persons<br>Interested in the Annexation the Opportunity to be Heard.                                                                            |            | Darden |
| 9. PUBLIC HEARING for Consideration and Possible Action<br>Regarding the Contemplated Annexation of a Property being<br>Approximately 127 acres Located Within the T&P RR Co<br>Survey, Abstract No. A-362, out of the Northeast Quarter of<br>Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard<br>County, Texas, Identified as Parcels 297584 and 297585 by<br>the Howard Central Appraisal District of Howard County,<br>Texas, Said Tracts Being Contiguous to the City of Big<br>Spring, and Provide Persons Interested in the Annexation the<br>Opportunity to be Heard. |            | Darden |
| 10. Close Public Hearings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            | Moore  |



## **City Manager's Report**

- |                                                                                                                                                                                                           |             |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|
| 11. City Manager's report on the following items:                                                                                                                                                         | 173-<br>175 | Darden |
| <ul style="list-style-type: none"><li>• Update - Large Item Pickup, District 1</li><li>• RFP for Texan Building</li><li>• Appointment of Board Members</li><li>• Budget Worksessions Aug. 4 - 8</li></ul> |             |        |

## **Consent Items**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |             |             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| 12. Approval of the City Council Minutes of the Regular Meeting of July 8, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 176-<br>181 | Davis       |
| 13. Acknowledge Receipt of the Big Spring Economic Development Corporation Board of Director's Minutes of the Regular Meeting of June 17, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 182-<br>183 | Mark Willis |
| 14. Acknowledge Receipt of the McMahon-Wrinkle Aviation Advisory Board Minutes for the Regular Meetings of May 15, 2025 and June 19, 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 184-<br>187 | Feeley      |
| 15. Final Reading of a Resolution Suspending the July 31, 2025, Effective Date of Oncor Electric Delivery Company's Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; 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 for the Steering Committee; 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 and Effective Date | 188-<br>192 | Medina      |
| 16. Final Reading of an Ordinance Annexing to the City of Big Spring, Howard County, Texas, a Tract Approximately 443.607 Acres, More or Less, in Section 4, Block 33, Howard County, Texas, Identified as Parcel 297545 by the Howard Central Appraisal District of Howard County, Texas, Located Entirely Within the Extraterritorial Jurisdiction of and Contiguous to the City Of Big Spring, and Being Further and More Particularly Described Hereunder, on the Request of Cross-Ell Ranch Corporation as Landowner; Extending the                                                                                                                                                                                                                                                                                         | 193-<br>204 | Darden      |

Boundary Limits of the City of Big Spring so as to Include Said Property Within the City Limits of Said City; Granting to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens; Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Big Spring; Adopting a Municipal Services Agreement; 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.

### **Vouchers**

|                           |               |         |
|---------------------------|---------------|---------|
| 17. Vouchers for 07/11/25 | \$ 798,064.12 | Ornelas |
| Vouchers for 07/18/25     | \$ 630,608.13 |         |

### **Bids**

|                                                                                                                                                                                            |         |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| 18. Consideration and Possible Action to Award a Bid for a Cart Barn at the Comanche Trail Golf Course and Authorizing the City Manager or His Designee to Execute any Necessary Documents | 205-206 | Medina |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|

### **New Business**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |         |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|
| 19. First Reading of an Ordinance Annexing to the City of Big Spring, Howard County, Texas, Approximately 127 Acres Located Within the T&P RR Co Survey Howard County, Texas Survey, Abstract No. A-362, out of the Northeast Quarter of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas, Identified as Parcels 297584 and 297585 by the Howard Central Appraisal District of Howard County, Texas, Said Tracts Being Contiguous to the City of Big Spring and Further and More Particularly Described Hereunder, on the Request of Big Spring Economic Development Corporation as Landowner; Extending the Boundary Limits of the City of Big Spring so as to Include Said Property Within the City Limits of Said City; Granting to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens; Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Big Spring; Adopting an Annexation Agreement; 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. | 207-232 | Darden |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--------|

- |     |                                                                                                                                                                                                                                                |             |        |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------|
| 20. | Consideration and Possible Action Regarding an Annexation Agreement between the City of Big Spring, Texas and Big Spring Economic Development Corporation and Authorizing the City Manager or His Designee to Execute any Necessary Documents. | 233-<br>248 | Darden |
| 21. | Consideration and Possible Action to Approve a Public Insurance Adjuster Contract with Jansen Adjusters International, LLC, and Authorizing the City Manager or His Designee to Execute any Necessary Documents                                | 249-<br>264 | Darden |
| 22. | <b>Boards and Committees</b><br>Consideration and Possible Action on the Below Listed Board Member as Follows:<br><br><u>Parks and Recreation Board</u><br>Johnny DeLeon - District 4 Appointment                                              |             | Moore  |

### **Council Input**

- |     |       |  |       |
|-----|-------|--|-------|
| 23. | Input |  | Moore |
|-----|-------|--|-------|

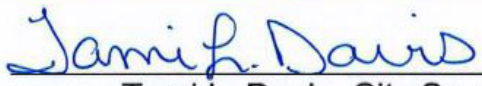
### **Executive Session**

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |       |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------|
| 24. | ADJOURN into Executive Session in Accordance with the Purposes Permitted by the Open Meetings Act, Section 551.071, Texas Government Code, "Consultation with Attorney; Closed Meeting," and the Texas Disciplinary Rules of Professional Conduct, to Provide Legal Advice and Counsel on:<br><br><ul style="list-style-type: none"> <li>• Contemplated litigation, and</li> <li>• The Fire and Police Employee Relations Act.</li> </ul>                                                                   |             | Moore |
| 25. | Reconvene into Open Session and Take Any Necessary Action on Executive Session Item                                                                                                                                                                                                                                                                                                                                                                                                                         |             | Moore |
| 26. | First Reading of a Resolution Calling for a Special Election to be Held on November 4, 2025 for the Purpose of Submitting to the Voters the Question of Whether the Fire and Police Employee Relations Act Should be Adopted for the Big Spring Fire Department; Providing for the Conduct of the Election; Designating Several Polling Places; Authorizing the Mayor to Execute Notice and Have the Notice Posted for the Purpose of Notifying the Public of Said Election; and Providing for Severability | 265-<br>267 | 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, July 18, 2025 at 4:45 p.m.** in accordance with Title 5, Texas Government Code and Chapter 551.

In addition, this agenda and supporting documents are posted on the City of Big Spring's Website, [www.mybigspring.com](http://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](mailto:TDAVIS@MYBIGSPRING.COM).

816 W 8TH

Code Compliance Official: Ashley Guerra

# Exhibit A-1

STATE OF TEXAS

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COUNTY OF HOWARD

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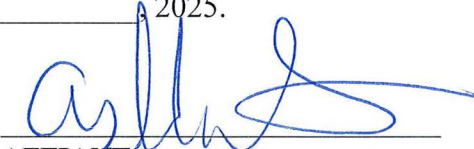
**AFFIDAVIT OF ASHLEY GUERRA  
CONCERNING 816 W 8TH**

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

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

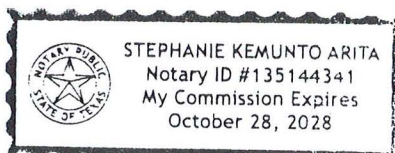
“I am a Code Compliance Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **816 W 8TH**, 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 11 day of July, 2025.

  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025 by the above referenced Affiant.

  
Notary Public, State of Texas



# Exhibit A-2



# Howard Property Search

## Property Details

|                       |                                                                  |                            |
|-----------------------|------------------------------------------------------------------|----------------------------|
| Account               |                                                                  |                            |
| Property ID:          | 278500                                                           | Geographic ID: B2640006800 |
| Type:                 | R                                                                | Zoning:                    |
| Property Use:         |                                                                  | Condo:                     |
| Location              |                                                                  |                            |
| Situs Address:        | 816 W 8TH                                                        |                            |
| Map ID:               |                                                                  | Mapsco:                    |
| Legal Description:    | LT 14 BK 5 CEDAR CREST 58X133.5 939 BLK/TRACT 5 0.177 ACRES      |                            |
| Abstract/Subdivision: |                                                                  |                            |
| Neighborhood:         | (CDCS) CEDAR CREST                                               |                            |
| Owner ?               |                                                                  |                            |
| Owner ID:             | 435488                                                           |                            |
| Name:                 | GUTIERREZ SHARON L ET VIR                                        |                            |
| Agent:                |                                                                  |                            |
| Mailing Address:      | P O BOX 364<br>NEVADA, TX 75173                                  |                            |
| % Ownership:          | 100.0%                                                           |                            |
| Exemptions:           | HS -<br>For privacy reasons not all exemptions are shown online. |                            |

## Property Values

|                                        |              |
|----------------------------------------|--------------|
| <b>Improvement Homesite Value:</b>     | \$62,886 (+) |
| <b>Improvement Non-Homesite Value:</b> | \$0 (+)      |
| <b>Land Homesite Value:</b>            | \$7,710 (+)  |
| <b>Land Non-Homesite Value:</b>        | \$0 (+)      |
| <b>Agricultural Market Valuation:</b>  | \$0 (+)      |
| <b>Market Value:</b>                   | \$70,596 (=) |
| <b>Agricultural Value Loss: ⓘ</b>      | \$0 (-)      |

|                         |              |
|-------------------------|--------------|
| <b>Appraised Value:</b> | \$70,596 (=) |
| <b>HS Cap Loss:</b>     | \$54,544 (-) |
| <b>Circuit Breaker:</b> | \$0 (-)      |
| <b>Assessed Value:</b>  | \$16,052     |
| <b>Ag Use Value:</b>    | \$0          |

**VALUES DISPLAYED ARE 2025 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.**

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

## Property Taxing Jurisdiction

**Owner:** GUTIERREZ SHARON L ET VIR **%Ownership:** 100.0%

| Entity | Description        | Tax Rate | Market Value | Taxable Value | Estimated Tax | Freeze Ceiling |
|--------|--------------------|----------|--------------|---------------|---------------|----------------|
| 01H    | HOWARD COUNTY      | 0.221030 | \$70,596     | \$0           | \$0.00        |                |
| 02B    | CITY OF BIG SPRING | 0.671465 | \$70,596     | \$6,052       | \$40.64       |                |
| 03B    | BIG SPRING ISD     | 0.728300 | \$70,596     | \$0           | \$0.00        | \$0.00         |
| 052    | HOWARD COLLEGE     | 0.158693 | \$70,596     | \$0           | \$0.00        |                |

**Total Tax Rate:** 1.779488

**Estimated Taxes With Exemptions:** \$40.64

**Estimated Taxes Without Exemptions:** \$1,256.25

# Howard Property Search

## Property Details

|                       |                                                          |                            |
|-----------------------|----------------------------------------------------------|----------------------------|
| Account               |                                                          |                            |
| Property ID:          | 278501                                                   | Geographic ID: B2640006801 |
| Type:                 | R                                                        | Zoning:                    |
| Property Use:         |                                                          | Condo:                     |
| Location              |                                                          |                            |
| Situs Address:        | 816 W 8TH                                                |                            |
| Map ID:               |                                                          | Mapsc0:                    |
| Legal Description:    | PT LT 14 BK 5 CEDAR CREST 58X133 939 0.177 ACRES         |                            |
| Abstract/Subdivision: |                                                          |                            |
| Neighborhood:         | (CDCS) CEDAR CREST                                       |                            |
| Owner ?               |                                                          |                            |
| Owner ID:             | 435488                                                   |                            |
| Name:                 | GUTIERREZ SHARON L ET VIR                                |                            |
| Agent:                |                                                          |                            |
| Mailing Address:      | P O BOX 364<br>NEVADA, TX 75173                          |                            |
| % Ownership:          | 100.0%                                                   |                            |
| Exemptions:           | For privacy reasons not all exemptions are shown online. |                            |

## Property Values

|                                        |              |
|----------------------------------------|--------------|
| <b>Improvement Homesite Value:</b>     | \$12,708 (+) |
| <b>Improvement Non-Homesite Value:</b> | \$0 (+)      |
| <b>Land Homesite Value:</b>            | \$7,710 (+)  |
| <b>Land Non-Homesite Value:</b>        | \$0 (+)      |
| <b>Agricultural Market Valuation:</b>  | \$0 (+)      |
|                                        |              |
| <b>Market Value:</b>                   | \$20,418 (=) |
| <b>Agricultural Value Loss:</b> ⓘ      | \$0 (-)      |

|                           |              |
|---------------------------|--------------|
| <b>Appraised Value:</b> ⓘ | \$20,418 (=) |
| <b>HS Cap Loss:</b> ⓘ     | \$0 (-)      |
| <b>Circuit Breaker:</b> ⓘ | \$0 (-)      |
| <b>Assessed Value:</b>    | \$20,418     |
| <b>Ag Use Value:</b>      | \$0          |

**VALUES DISPLAYED ARE 2025 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.**

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

## Property Taxing Jurisdiction

**Owner:** GUTIERREZ SHARON L ET VIR **%Ownership:** 100.0%

| Entity | Description        | Tax Rate | Market Value | Taxable Value | Estimated Tax | Freeze Ceiling |
|--------|--------------------|----------|--------------|---------------|---------------|----------------|
| 01H    | HOWARD COUNTY      | 0.221030 | \$20,418     | \$20,418      | \$45.13       |                |
| 02B    | CITY OF BIG SPRING | 0.671465 | \$20,418     | \$20,418      | \$137.10      |                |
| 03B    | BIG SPRING ISD     | 0.728300 | \$20,418     | \$20,418      | \$148.70      |                |
| 052    | HOWARD COLLEGE     | 0.158693 | \$20,418     | \$20,418      | \$32.40       |                |

**Total Tax Rate:** 1.779488

**Estimated Taxes With Exemptions:** \$363.33

**Estimated Taxes Without Exemptions:** \$363.33



STATE OF TEXAS

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COUNTY OF HOWARD

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**CERTIFICATION  
816 W 8TH CASE NOTES**

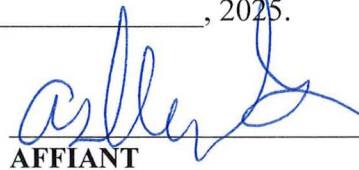
“This record, attached as **Exhibit A-3**, was made at or near the time by – or from information transmitted by a person or persons with the City with knowledge.

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.

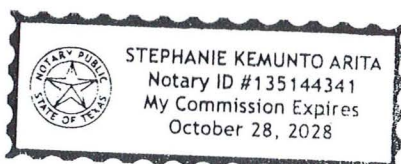
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

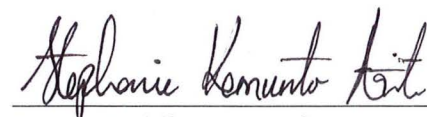
**SIGNED** on the 11 day of July, 2025.

  
AFFIANT

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025

by the above referenced Affiant.



  
Notary Public, State of Texas

# Exhibit A-3



# CASE NOTES

Case # 25-00000255

Parcel # : 278500

Site Address: 816 W 8TH

Case Description: BUILDING OFFICAIL NOTICED A SUBSTANDARD STRUCTURE GOING TO CHECK IT OUT 3-17-25

| Note Type         | Note Code | Text                                                                                                                                                                                           | Created By     | Begin Date | End Date |
|-------------------|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|----------|
| SITE VISIT        |           | WENT BACK FOR A REINSPECT NO PROGRESS HAS BEEN MADE GOING TO PREPAIR TO SEND TO LEGAL                                                                                                          | Ashley Guerra  | 06/02/25   |          |
| GENERAL           |           | warrant                                                                                                                                                                                        | Malissa Garcia | 04/03/25   |          |
| SITE VISIT        |           | SERVED A WARRENT ON PROPERTY ON 4-1-25 NOTICED 3 SUBSTANDARD STRUCTURES THAT NEED TO BE BROUGHT DOWN OR BROUGHT UP TO CODE                                                                     | Ashley Guerra  | 04/01/25   |          |
| GENERAL           |           | SENT OUT NOTICE OF VIOLATION 4-1-25                                                                                                                                                            | Ashley Guerra  | 04/01/25   |          |
| CORRECTIVE ACTION |           | DUE TO A COMPLAINT WAS IN THE AREA NOTICED A SUBSTANDARD STRUCTURE *3 STRUCTURES NEED TO BE BROUGHT UP TO CODE OR BROUGHT DOWN DEADLINE FOR COMPLIANCE (7) SEVEN DAYS FROM THE DATE OF MAILING | Ashley Guerra  | 04/01/25   |          |
| SITE VISIT        |           | DUE TO A COMPLAINT WAS IN THE AREA NOTICED A STUCTURE THAT LOOKED SUBSTANDARD I AM GOING TO REQUEST A WARRENT SO I CAN GET BETTER PHOTOS FOR COUNCIL.                                          | Ashley Guerra  | 03/20/25   |          |

STATE OF TEXAS

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COUNTY OF HOWARD

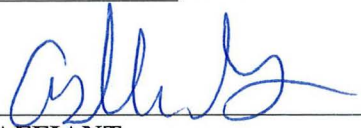
**CERTIFICATION OF  
PHOTOGRAPHS BY ASHLEY GUERRA**

“With regard to the photographs in **Exhibits A-4** I am familiar with and recognize the scene depicted in the photographs. On March 20, 2025, April 1, 2025, and June 2, 2025, I inspected the property described as:

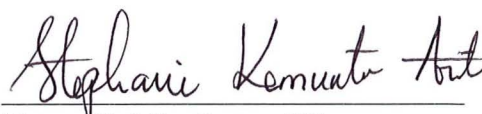
LOT 14, BLOCK 5, CEDAR CREST SUBDIVISION (Property ID 278500 and Property ID 278501) Big Spring, Howard County, Texas, also known as **816 W 8TH**, Big Spring, Texas.

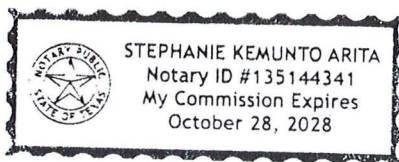
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

**SIGNED** on the 11 day of July, 2025.

  
\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025  
by the above referenced Affiant.

  
\_\_\_\_\_  
Notary Public, State of Texas





# Exhibit A-4





March 20, 2025 2:29 PM













25-00000265

April 01, 2025 2:16 PM





April 01, 2025 2:17 PM







25-00000255



April 01, 2025 2:18 PM





25-00000-255

2025 2:19 PM



25-00000255



April 01, 2025 2:19 PM



25-00000255

April 01, 2025 2:20 PM





23-00000255



April 01, 2025 2:21 PM

Page 30 of 267







25-00000255



April 01, 2025 2:22 PM

Page 3 of 267



25-00000255



June 02, 2025 2:02 PM



25-00000255



June 02, 2025 2:02 PM



25-00000255



June 02, 2025 2:02 PM



STATE OF TEXAS

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COUNTY OF HOWARD

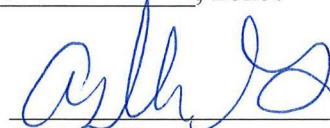
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**CERTIFICATION  
NOTICE SENT BY ASHLEY GUERRA**

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

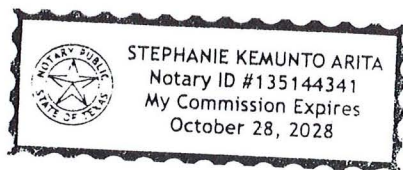
Certified Mail Return for **Exhibit A-5** is also attached.

**SIGNED** on the 11 day of July, 2025.

  
\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025  
by the above referenced Affiant.

  
\_\_\_\_\_  
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: 816 W 8TH BIG SPRING, TX00000

Legal Description: LT 14 BK 5 CEDAR CREST 58X133.5 939 BLK/TRACT 5 0.177 ACRES

**Date 04/01/2025**

**Case No:25-00000255**

GUTIERREZ SHARON L ET VIR  
P O BOX 364  
NEVADA, TX 75173

Dear GUTIERREZ SHARON L ET VIR

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: 816 W 8TH BIG SPRING, TX00000

**Legal Description: LT 14 BK 5 CEDAR CREST 58X133.5 939 BLK/TRACT 5 0.177 ACRES**

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

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

**DUE TO A COMPLAINT WAS IN THE AREA NOTICED A SUBSTANDARD STRUCTURE \*3 STRUCTURES NEED TO BE BROUGHT UP TO CODE OR BROUGHT DOWN DEADLINE FOR COMPLIANCE (7) SEVEN DAYS FROM THE DATE OF MAILING**

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

Issued by:

Ashley Guerra

Code Compliance

432-264.2505

aguerra@mybigspring.com

Phone

Email Address

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

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

Sincerely,

Ashley Guerra - Code Compliance





Code Compliance

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

**NOTICE OF VIOLATION  
AND NOTICE OF HEARING**

**Sent via: Certified Mail; Return Receipt Requested**

July 10, 2025

Sharon Gutierrez & Manuel Gutierrez  
P.O. Box 364  
Nevada, Texas 75173

Sharon Gutierrez & Manuel Gutierrez  
816 W 8th St.  
Big Spring, Texas 79720

c/o Franklin E. Weber, Registered Agent  
State National Bank of Big Spring  
901 South Main  
Big Spring, Texas 79720

c/o Franklin E. Weber, Registered Agent  
State National Bank of Big Spring  
P.O. Box 1271  
Big Spring, Texas 79721-1271

**Re: 816 W 8TH, BIG SPRING, TEXAS 79720**

**LEGAL DESCRIPTION: LOT 14, BLOCK 5, CEDAR CREST SUBDIVISION  
(Property ID 278500 and Property ID 278501), Howard County**

Big Spring Code Compliance has determined that at the following structure(s): THREE (3) SUBSTANDARD STRUCTURES COMPRISING THE MAIN STRUCTURE AND TWO (2) REAR STRUCTURES, 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 | The structures are dilapidated and |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>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:</p> <p>3. Any building, structure, or portion thereof that is dangerous.</p> <p>6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.</p> <p>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.</p> <p>9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.</p> <p>11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.</p> | <p>exposed to the elements.</p> <p>The structures are abandoned and constitute an attractive nuisance.</p> <p>There are cracks in the exterior walls of the structures.</p> <p>The structures are missing sound and tight windows and doors.</p> <p>Hazardous condition.</p>                                                                                                                                                               |
| <p>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:</p> <p>1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity.</p> <p>3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.</p> <p>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.</p> <p>8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>The structures have cracks in their exterior walls.</p> <p>The porch of the main structure is dilapidated with the ceiling showing signs of loose and rotting material.</p> <p>The structures are missing some roofing components, with gaps evident in the ceiling and roofing defects.</p> <p>The structures are missing sound and tight windows and doors.</p> <p>The roof appears to admit rain and has signs of deterioration.</p> |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|
| 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.<br>12. Exterior stairs, decks, porches, balconies, and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects. | Unsafe condition.                                                                                                   |
| 304.6 Exterior walls.<br>Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.                                                                                                                                                                                                                                                                                                           | The structures have cracks in their exterior walls.<br><br>The structures are dilapidated and open to the elements. |
| 304.7 Roofs and drainage.<br>The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.                                                                                             | The roof has defects that admit rain and is not sound and not tight.                                                |
| 304.13 Windows, skylight and door frames.<br>Every window, skylight and door frame shall be kept in sound condition, good repair and weather tight.                                                                                                                                                                                                                                                                                                                                                                  | The structures are missing sound and tight windows and doors.                                                       |

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**

**THREE (3) SUBSTANDARD STRUCTURES COMPRISING THE  
MAIN STRUCTURE AND TWO (2) REAR STRUCTURES.**

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

Issued by

Ashley Guerra  
*Name*

Code Compliance Official  
*Title*



+1 (432) 264-2505

*Phone*

aguerra@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, July 22, 2025** at the City Council Chambers located at **307 E 4<sup>th</sup> St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

**SECTION A-1.10. Rights of Parties**

- (a) Rules. Hearings need not be conducted according to the technical rules relating to evidence and witnesses.
- (b) Admissibility of Evidence. Any relevant evidence shall be admitted if it is the type of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which



might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State.

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

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

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

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

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

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

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



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

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

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

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

Sincerely,

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

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



9589 0710 5270 2378 2715 22

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☐ Adult Signature Restricted Delivery \$

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c/o Franklin E. Weber, Registered Agent  
 State National Bank of Big Spring  
 P.O. Box 1271  
 Big Spring, Texas 79721-1271

7/10/25

Postmark  
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816 W 8TH

Final  
 Notice

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

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☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage

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Total

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City

State

Zip

c/o Franklin E. Weber, Registered Agent  
 State National Bank of Big Spring  
 901 South Main  
 Big Spring, Texas 79720

7/10/25

Postmark  
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816 W 8TH

Final  
 Notice

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

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☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postmark

Sharon Gutierrez & Manuel Gutierrez  
 P.O. Box 364  
 Nevada, Texas 75173

7/10/25

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816 W 8TH Final  
 Notice

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

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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 \$

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City

State

Zip

Sharon Gutierrez & Manuel Gutierrez  
 816 W 8th St.  
 Big Spring, Texas 79720

7/10/25

Postmark  
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816 W 8TH

Final  
 Notice

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



STATE OF TEXAS

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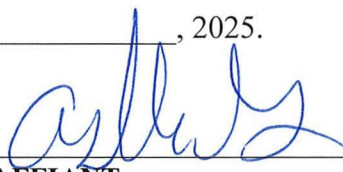
COUNTY OF HOWARD

§

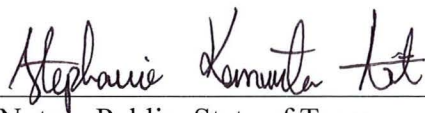
**CERTIFICATION  
OF POSTING OF PUBLIC HEARING**

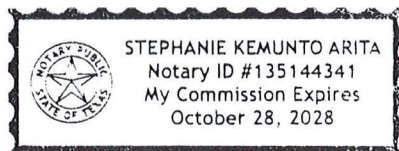
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for July 22, 2025, attached as **Exhibit A-6**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 10, 2025.”

**SIGNED** on the 11 day of July, 2025.

  
\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025  
by the above referenced Affiant.

  
\_\_\_\_\_  
Notary Public, State of Texas





# Exhibit A-6





## Code Enforcement

217 E 3<sup>rd</sup> 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 **JULY 22ND, 2025, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4<sup>th</sup> 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:

**816 W 8TH – LEGAL DESCRIPTION: LOT 14, BLOCK 5, CEDAR CREST SUBDIVISION (Property ID 278500 and Property ID 278501) – OWNER: SHARON L. GUTIERREZ AND MANUEL GUTIERREZ**

**2003 RUNNELS – LEGAL DESCRIPTION: THE SOUTH FIFTY FEET (S/50') OF THE NORTH ONE HUNDRED FEET (N/100') OF THE NORTHWEST ONE-FOURTH (NW/4) OF BLOCK NO. TWENTY-SEVEN (27), IN COLLEGE HEIGHTS ADDITION TO THE CITY OF BIG SPRING – OWNER: EDNA GONZALES AND ESTATE OF MANUEL GONZALES JR**

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







# 2003 RUNNELS

Building Official: Nick Reyna



# Exhibit B-1



STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**AFFIDAVIT OF NICK REYNA  
CONCERNING 2003 RUNNELS**

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

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

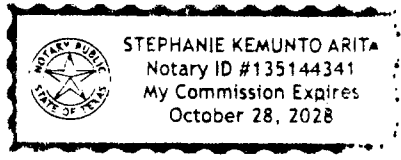
“I am a Building Official for the City of Big Spring, Texas. In the course of my duties, I inspect properties for compliance with Texas state law and the ordinances of the City of Big Spring. I am an employee of the City of Big Spring and am familiar with the manner in which its records are created and maintained by virtue of my duties and responsibilities. Attached are pages of records relating to the Code Compliance Case for **2003 RUNNELS**, 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 11 day of July, 2025.

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025 by the above referenced Affiant.

Stephanie Kemunto Arita  
Notary Public, State of Texas





# Exhibit B-2



# Howard Property Search

## Property Details

|                       |                                                            |                            |
|-----------------------|------------------------------------------------------------|----------------------------|
| Account               |                                                            |                            |
| Property ID:          | 279447                                                     | Geographic ID: B2910022100 |
| Type:                 | R                                                          | Zoning:                    |
| Property Use:         |                                                            | Condo:                     |
| Location              |                                                            |                            |
| Situs Address:        | 2003 RUNNELS                                               |                            |
| Map ID:               |                                                            | Mapsco:                    |
| Legal Description:    | M/50 NW/4 OF BK 27 COLLEGE HEIGHTS 50X140 1205 0.161 ACRES |                            |
| Abstract/Subdivision: |                                                            |                            |
| Neighborhood:         | (MCDW2) MCDOWELL 2                                         |                            |
| Owner ⓘ               |                                                            |                            |
| Owner ID:             | 286093                                                     |                            |
| Name:                 | GONZALES MANUEL JR ET UX                                   |                            |
| Agent:                |                                                            |                            |
| Mailing Address:      | 509 N MAIN<br><br>BIG SPRING , TX 79720                    |                            |
| % Ownership:          | 100.0%                                                     |                            |
| Exemptions:           | For privacy reasons not all exemptions are shown online.   |                            |

## Property Values

|                                        |              |
|----------------------------------------|--------------|
| <b>Improvement Homesite Value:</b>     | \$6,145 (+)  |
| <b>Improvement Non-Homesite Value:</b> | \$0 (+)      |
| <b>Land Homesite Value:</b>            | \$5,260 (+)  |
| <b>Land Non-Homesite Value:</b>        | \$0 (+)      |
| <b>Agricultural Market Valuation:</b>  | \$0 (+)      |
| <b>Market Value:</b>                   | \$11,405 (=) |
| <b>Agricultural Value Loss:</b>        | \$0 (-)      |
| <b>Appraised Value:</b>                | \$11,405 (=) |
| <b>HS Cap Loss:</b>                    | \$0 (-)      |
| <b>Circuit Breaker:</b>                | \$0 (-)      |
| <b>Assessed Value:</b>                 | \$11,405     |
| <b>Ag Use Value:</b>                   | \$0          |

VALUES DISPLAYED ARE 2025 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

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



## Property Taxing Jurisdiction

**Owner:** GONZALES MANUEL JR ET UX **%Ownership:** 100.0%

| Entity | Description        | Tax Rate | Market Value | Taxable Value | Estimated Tax | Freeze Ceiling |
|--------|--------------------|----------|--------------|---------------|---------------|----------------|
| 01H    | HOWARD COUNTY      | 0.221030 | \$11,405     | \$11,405      | \$25.21       |                |
| 02B    | CITY OF BIG SPRING | 0.671465 | \$11,405     | \$11,405      | \$76.58       |                |
| 03B    | BIG SPRING ISD     | 0.728300 | \$11,405     | \$11,405      | \$83.06       |                |
| 052    | HOWARD COLLEGE     | 0.158693 | \$11,405     | \$11,405      | \$18.10       |                |

**Total Tax Rate:** 1.779488

**Estimated Taxes With Exemptions:** \$202.95

**Estimated Taxes Without Exemptions:** \$202.95



STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

**CERTIFICATION**  
**2003 RUNNELS CASE NOTES**

“This record, attached as **Exhibit B-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.

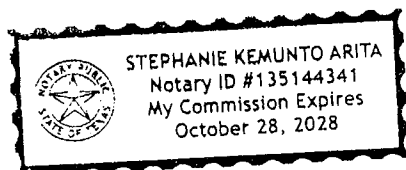
1. The City uses a computer.
2. The computer is reliable.
3. The City has developed procedures for inserting data into the computer.
4. The procedure has built-in safeguards to ensure accuracy and to identify errors.
5. The City keeps the computer in a good state of repair.
6. I had the computer readout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

**SIGNED** on the 11 day of July, 2025.

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025

by the above referenced Affiant.



Stephanie Kemunto Arta  
Notary Public, State of Texas



# Exhibit B-3





# CASE NOTES

Report Run On: Tuesday, 10 June  
2025 14:43

Case # 25-00000152

Parcel # : 279447

Site Address: 2003 RUNNELS

Case Description: structure has been in a fire and nothing has been done with this property.

| Note Type         | Note Code | Text                                                                                                                                                                      | Created By     | Begin Date | End Date |
|-------------------|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|------------|----------|
| GENERAL           |           | COMPLAINT REQUEST                                                                                                                                                         | Malissa Garcia | 06/10/25   |          |
| GENERAL           |           | ABATEMENT PROCEDURES                                                                                                                                                      | Malissa Garcia | 06/10/25   |          |
| GENERAL           |           | SCOPE OF WORK                                                                                                                                                             | Malissa Garcia | 06/10/25   |          |
| GENERAL           |           | warrant                                                                                                                                                                   | Malissa Garcia | 04/03/25   |          |
| SITE VISIT        |           | served a warrant with Dan (fire Marshall)                                                                                                                                 | Malissa Garcia | 04/01/25   |          |
| SITE VISIT        |           | reinspected and nothing has been done and nobody has made contact.                                                                                                        | Malissa Garcia | 03/21/25   |          |
| GENERAL           |           | NOTICE OF VIOLATION                                                                                                                                                       | Malissa Garcia | 03/10/25   |          |
| SITE VISIT        |           | house has fire damage and open to the elements and rodents will send notice to property owner                                                                             | Malissa Garcia | 03/07/25   |          |
| CORRECTIVE ACTION |           | property is open to the elements and rodents, and has fire damage and needs to be repaired or demolished. Deadline for compliance (7) seven days from the date of mailing | Malissa Garcia | 03/07/25   |          |



STATE OF TEXAS

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COUNTY OF HOWARD

**CERTIFICATION OF  
PHOTOGRAPHS BY NICK REYNA**

“With regard to the photographs in **Exhibits B-4** I am familiar with and recognize the scene depicted in the photographs. On March 7, 2025, March 21, 2025, and April 1, 2025, I inspected the property described as:

The South Fifty feet (S/50') of the North One Hundred feet (N/100') of the Northwest One-fourth (NW/4) of Block No. Twenty-seven (27), in College Heights Addition to the City of Big Spring Big Spring, Howard County, Texas, also known as **2003 RUNNELS**, Big Spring, Texas.

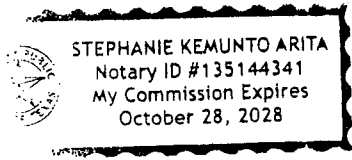
Each of the photographs is a fair and accurate depiction of the scene at the relevant time.”

**SIGNED** on the 11 day of July, 2025.

  
\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025 by the above referenced Affiant.

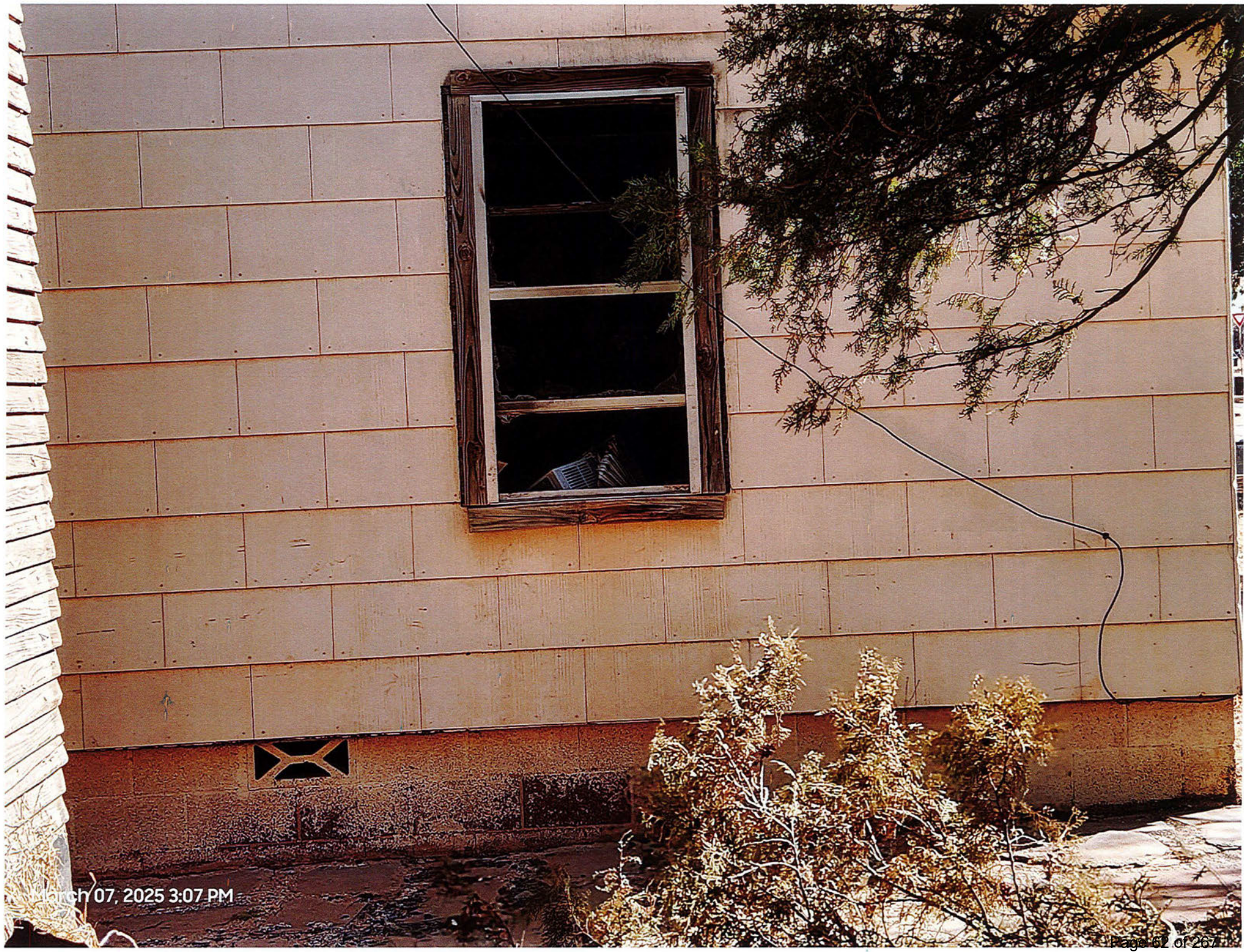
  
\_\_\_\_\_  
Notary Public, State of Texas





# Exhibit B-4





March 07, 2025 3:07 PM





March 07, 2025 3:08 PM





March 07, 2025 3:08 PM





March 07, 2025 3:11 PM





March 07, 2025 3:11 PM





March 07, 2025 3:11 PM





March 21, 2025 9:51 AM





200

2003

March 21, 2025 10:04 AM









March 21, 2025 10:04 AM





March 21, 2025 10:04 AM





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April 01, 2025 3:00 PM





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THE STATE OF TEXAS  
CITY OF BIG SPRING  
HOWARD COUNTY

THE STATE OF TEXAS to any Fire Marshal, Health Officer or other official having jurisdiction for the purpose of fire or health hazard or unsafe building conditions, or a violation of the territorial limits of the City of Big Spring, Texas.

WHEREAS, the affiant whose signature is affixed to this warrant, is an official of the City of Big Spring, Texas, and is authorized to issue such warrants;

NOW THEREFORE, you are hereby commanded to enter upon and search the premises of the premises of fire or health hazard, or building violation, statute, or ordinance of the City of Big Spring, Texas, and to return to the City of Big Spring, Texas, a report of the results of your search, and to cause the premises to be repaired, or to cause the premises to be demolished, or to cause the premises to be otherwise disposed of, as may be necessary to comply with the provisions of the laws, rules, regulations, or ordinances of the City of Big Spring, Texas, or to cause the premises to be otherwise disposed of, as may be necessary to comply with the provisions of the laws, rules, regulations, or ordinances of the City of Big Spring, Texas.

Witness my hand and seal of office, this 31st day of April, 2025, at 9:31 a.m., on this 31st day of April, 2025, at Big Spring, Texas.

OFFICER'S RETURN

Executed by me, the City of Big Spring, Texas, on this 31st day of April, 2025, at 9:31 a.m., on this 31st day of April, 2025, at Big Spring, Texas.





April 01, 2025 3:14 PM





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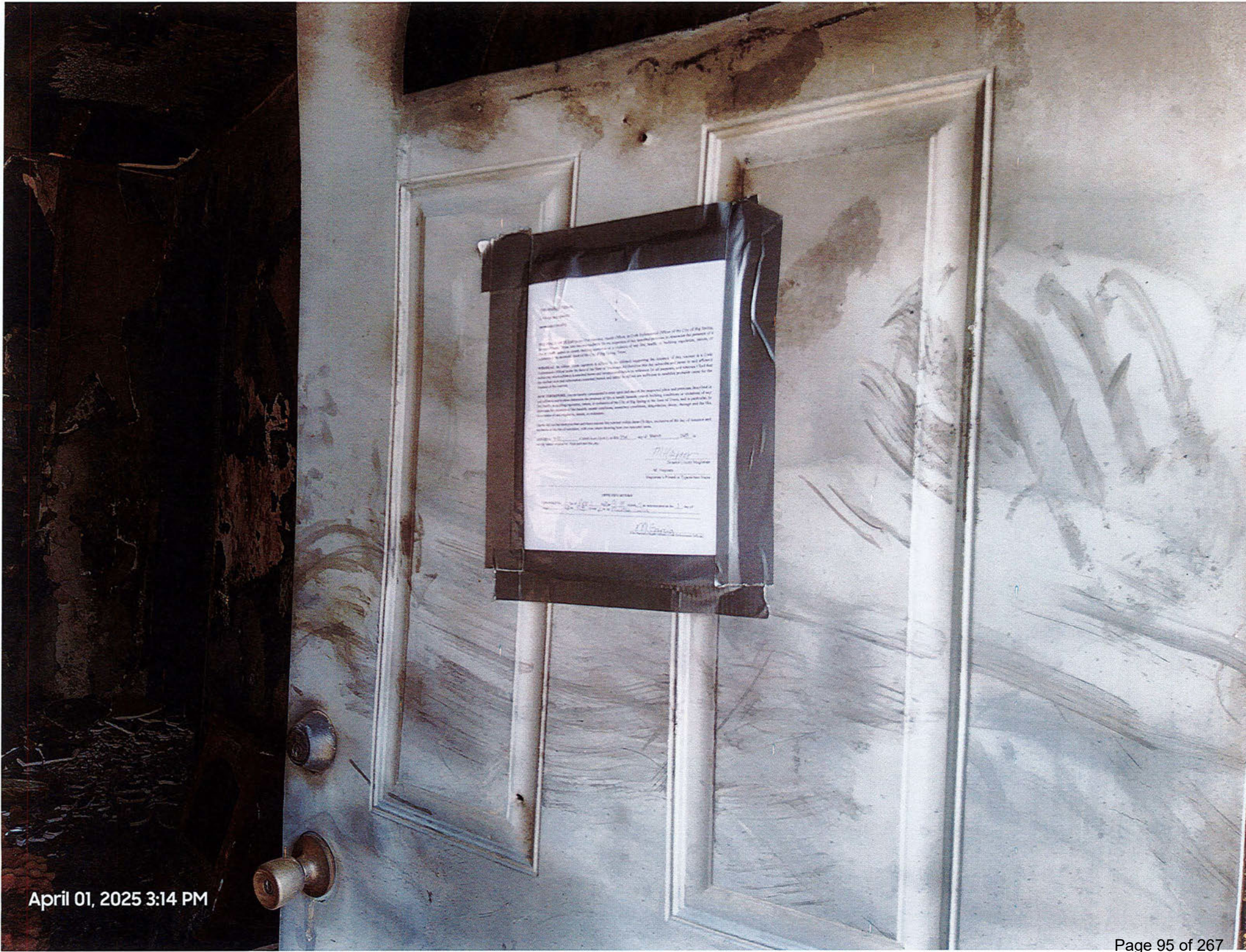
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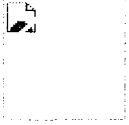


April 01, 2025 3:20 PM



# Exhibit B-5





## INCIDENT

Incident Number 240229-192007-BSFD Incident Date 02/29/2024 NFIRS Number 0000780 Incident Type (111) - Building fire

FDID KW601 Station Station 2 Shift B-Shift District District 2

Initial Dispatch Code

\_\_\_\_\_

Alarms Working Fire? COVID-19 was a factor Critical Incident Critical Incident Team  
Yes No, COVID-19 was not a factor

Temporary Resident Involvement

\_\_\_\_\_

Hazardous Materials Released

\_\_\_\_\_

Action Taken 1  
(11) - Extinguishment by fire service personnel

## AID

Aid Given/Received  
(N) - None

## LOCATION

Location Type  
(1) - Street address

Address  
2003 South Runnels, Big Spring, Texas, 79720

Cross Street, USNG, or Directions Latitude Longitude Census Tract

\_\_\_\_\_

Detector Alerted Occupant

\_\_\_\_\_

Property Use Mixed Use  
(419) - 1 or 2 family dwelling

## TIMES

|                                             |                                                |                                                       |
|---------------------------------------------|------------------------------------------------|-------------------------------------------------------|
| PSAP Received                               | Dispatch Notified Time                         | Alarm Time<br><u>23:44:00, 02/29/2024</u>             |
| Arrival Time<br><u>23:46:00, 02/29/2024</u> | Water on Fire Time                             | At Patient Time                                       |
| Loss Stop Time                              | Controlled Time<br><u>23:55:00, 02/29/2024</u> | Last Unit Cleared Time<br><u>01:01:00, 03/01/2024</u> |



## TIMES

Total On Scene Time

1 hrs 15 mins 0 sec

Total Incident Time

1 hrs 17 mins 0 sec

## COUNTS

Counts Include Aid Received?

No

### Suppression:

Apparatus

Personnel

37

### EMS:

Apparatus

Personnel

12

### Other:

Apparatus

Personnel

11

## LOSS

### Property:

Estimated Property Losses

\$45000

### Content:

Estimated Content Losses

\$10000

Estimated Property Value

\$

Estimated Content Value

\$

## PERSON/OWNER

## AUTHORIZATION

### Report Writer:

Name

Phelps, James

Employee Number

0746

Assignment

Authorization Date

### Officer in Charge:

Name

GLENN, CHRIS

Employee Number

0805

Assignment

Authorization Date

### Quality Control:

Name

Authorization Date



## INCIDENT NARRATIVE

Engine 2, Engine 3, Engine 5, Medic 5 and Battalion 1 were dispatched to 2003 S Runnels for a structure fire at 2344 hours. As the overhead door were being opened on the E-2 engine bay and firefighter were donning PPE, a woman was standing in the engine bay door asking "are y'all going to my house?" Lt Phelps asked if she lived on Runnels and she responded "yes" and Lt Phelps informed here that several fire crews were in route to the 2000 Block of Runnels for a fire. E-2 arrived on scene at 2003 S Runnels for a single story residence, fully involved, with flames and smoke coming from A,B,C and D sides of the structure. E-2 deployed 150 foot of preconnected inch and three quarter hose and advanced the hoseline to the front door on the alpha, west side of the structure. Lt Phelps made entry in a crouched position due to the heat with AE Wilkins providing hose to assist Lt Phelps at the doorway. Initial knockdown of the flames was made in the living room with heavy flames involvement, and Lt Phelps continued to the hallway and making progress to the back bedroom on the Charlie Delta side of the residence. The heavily involved structure was quickly extinguished with the preconnected hoseline. All other fire crews arrived on scene, with F/F Kirkpatrick joining Lt Phelps on the hose line. Salvage and overhaul efforts were started with ventilation accomplished using a PPV fan at the front door. The Renter Natasha Ross, same woman that initially contacted fire crews at St #2, [REDACTED], advised fire crews on arrival that the fire started at the breaker box on the Charlie side, exterior of the home. Mrs. Ross had the homeowner name, Edna Gonzales, but was unable to provide Mrs Gonzales phone number. Mrs Ross also gave the name of Dewayne Davis, Phone [REDACTED], as he was regularly living at the residence also. A hydrant was used to assist in fire suppression efforts at the corner of 21st and S Runnels, with 400 feet of LDH used to reach the fire scene. The smoldering contents of the rear back bedroom, that appeared to be the room of origin in the ignition were placed outside the home to helping to stop any reignition. Ceiling was pulled in the living room and back bedroom using a long pike pole to rule out any fire extension. Hand tools including a Halligan, a fire axe, and a forked rake were used in salvage and overhaul. The 2 bedrooms on the alpha side of the structure had heavy smoke damage but to little fire damage. All fire crews used appropriate PPE to include SCBA with no injuries to report. All fire crews went back in service on scene at 0101 hours. ATMOS and ONCOR also arrived on scene to secure utilities. The residence was left in the care of Mrs. Ross on scene after all hazards had been removed.

E-2 Crew, Lt Phelps and AE Wilkins

E-3 Crew, Lt Childers and AE Jennings

E-5 Crew, Lt Williams, AE Pederson and F/F Evans

Medic 5 Crew, F/F Kirkpatrick and F/F Gilbert

Battalion 1, DC Glenn

Created By: Phelps, James



## Unit Reports

### BATTALION 1

| Use         | Responding From | Priority |
|-------------|-----------------|----------|
| (0) - Other |                 |          |

Response Delays

| Dispatch Time        | Enroute Time         | Arrival Time         |
|----------------------|----------------------|----------------------|
| 23:44:00, 02/29/2024 | 23:44:00, 02/29/2024 | 23:46:00, 02/29/2024 |

| At Patient Time | Clear Time           | In District Time |
|-----------------|----------------------|------------------|
|                 | 01:01:00, 03/01/2024 |                  |

Actions Taken:

Personnel

CHRIS GLENN

### ENGINE 2

| Use               | Responding From | Priority |
|-------------------|-----------------|----------|
| (1) - Suppression |                 |          |







## MEDIC 5

## Response Delays

Dispatch Time

23:44:00, 02/29/2024

Enroute Time

23:44:00, 02/29/2024

Arrival Time

23:46:00, 02/29/2024

At Patient Time

Clear Time

01:01:00, 03/01/2024

In District Time

Actions Taken:

Personnel

DERRICK GILBERT, Jake Kirkpatrick

 Fire Module SITE INFO

Alarms

Acres Burned

Resident Units In Bldg

Buildings Involved

1

Hydrant Identifier

Estimated Water Usage

 IGNITION

Area of Origin

(75) - Wall assembly, concealed wall space

Heat Source

(10) - Heat from powered equipment, other

Item First Ignited

(17) - Structural member or framing

Fire Confined to Item?

Type of Material First Ignited

(63) - Sawn wood, including all finished lumber

Cause of Ignition

(5) - Cause under investigation

Factors Contributing to Ignition 1

(30) - Electrical failure, malfunction, other

Human Factors Contributing to Ignition

(N) - None

Est. Age of Person Involved

Gender of Person Involved

 EQUIPMENT

Equipment Involved in Ignition

(210) - Electrical wiring, other

Equipment Power Source

(11) - Electrical line voltage (&gt;= 50 volts)

Equipment Portability

(2) - Stationary



## EQUIPMENT

| Brand | Model | Serial Number | Year |
|-------|-------|---------------|------|
|       |       |               |      |

## STRUCTURE

Structure Type

**(1) - Enclosed building**

Stories Above Grade

**1**

Stories Below Grade

**0**

Building Status

**(2) - In normal use**

Length

**40 ft**

Width

**30 ft**

Total Square Feet

**1200 sq ft**

Story of Fire Origin

**1**

Fire Spread

**(4) - Confined to building of origin**

Item Contributing Most to Flame Spread

Type of Material

### Number of Stories with Damage

Minor Damage

Significant Damage

Heavy Damage

Extreme Damage

Total Stories

## PROTECTIVE SYSTEMS

Presence of Detector

**(N) - None present**

Detector Type

Power Supply

Detector Operations

Effectiveness (/Failure Reason)

Presence of Auto Extinguishing System

**(N) - None Present**

System Type

System Operation

# of Sprinklers

Reason for System Failure



STATE OF TEXAS

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§

COUNTY OF HOWARD

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**CERTIFICATION  
NOTICE SENT BY NICK REYNA**

“The document in **Exhibit B-6** presents factual findings from a legally authorized investigation for code compliance. The document is a copy of the official record.”

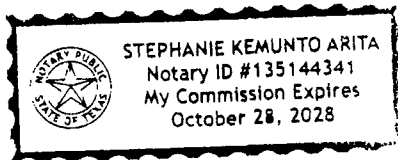
Certified Mail Return for **Exhibit B-6** is also attached.

**SIGNED** on the 11 day of July, 2025.

\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025  
by the above referenced Affiant.

Stephanie Kemunto Arta  
Notary Public, State of Texas





# Exhibit B-6





# City of Big Spring Code Compliance

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

## NOTICE OF VIOLATION

Re: 2003 RUNNELS BIG SPRING, TX 00000

Legal Description: M/50 NW/4 OF BK 27 COLLEGE HEIGHTS 50X140 1205 0.161 ACRES

Date 03/10/2025

Case No: 25-00000152

GONZALES MANUEL JR ET UX  
509 N MAIN  
BIG SPRING, TX 79720

Dear GONZALES MANUEL JR ET UX

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:

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

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





# City of Big Spring Code Compliance

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

## NOTICE OF VIOLATION

Re: 2003 RUNNELS BIG SPRING, TX 00000

Legal Description: M/50 NW/4 OF BK 27 COLLEGE HEIGHTS 50X140 1205 0.161 ACRES

### Corrective Action:

property is open to the elements and rodents. and has fire damage and needs to be repaired or demolished. 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,

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

Malissa Garcia - Code Compliance





## Code Compliance

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

### NOTICE OF VIOLATION AND NOTICE OF HEARING

*Sent via: Certified Mail; Return Receipt Requested*

July 10, 2025

Edna Gonzales and Estate of Manuel Gonzales Jr.  
509 N Main St.  
Big Spring, Texas 79720

Edna Gonzales and Estate of Manuel Gonzales Jr.  
2003 Runnels St.  
Big Spring, Texas 79720

Edna Gonzales and Estate of Manuel Gonzales Jr.  
807 N Goliad St.  
Big Spring, Texas 79720

W. B. Martin  
1604 Wood St.  
Big Spring, Texas 79720

**Re: 2003 RUNNELS, BIG SPRING, TEXAS 79720**

**LEGAL DESCRIPTION: THE SOUTH FIFTY FEET (S/50') OF THE NORTH ONE HUNDRED FEET (N/100') OF THE NORTHWEST ONE-FOURTH (NW/4) OF BLOCK NO. TWENTY-SEVEN (27), IN COLLEGE HEIGHTS ADDITION TO THE CITY OF BIG SPRING, 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 | The structure is dilapidated and exposed to the elements. |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>or premises that has any or all of the conditions or defects described as follows shall be considered to be hazardous:</p> <p>3. Any building, structure, or portion thereof that is dangerous.</p> <p>6. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.</p> <p>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.</p> <p>8. Any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the approved building or fire code of the jurisdiction, or of any law or ordinance to such an extent as to present either a substantial risk of fire, building collapse or any other threat to life and safety.</p> <p>9. A building or structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, ventilation, mechanical or plumbing system, or otherwise, is determined by the code official to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.</p> <p>10. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.</p> <p>11. Any portion of a building remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned so as to constitute such building or portion thereof as an attractive nuisance or hazard to the public.</p> | <p>The structure is abandoned and constitutes an attractive nuisance.</p> <p>The structure is missing sound and tight windows and doors.</p> <p>The structure has evidence of fire damage that has not been repaired.</p> <p>Hazardous condition.</p> |
| <p>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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p>The structure is missing some wooden panels on its exterior walls resulting in gaps.</p>                                                                                                                                                           |



|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Code as required for existing buildings:</p> <p>1. Structural members have deterioration or distress that appears to reduce their load-carrying capacity.</p> <p>3. Structures or components thereof have deterioration or distress that appears to reduce their load-carrying capacity.</p> <p>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.</p> <p>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.</p> | <p>The structure is missing sound and tight windows and doors.</p> <p>The interior of the structure shows evidence of extensive fire damage.</p> <p>Unsafe condition.</p> |
| <p>304.6 Exterior walls.</p> <p>Exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p>The structure is missing some wooden panels on its exterior walls resulting in gaps.</p> <p>The structure is dilapidated and open to the elements.</p>                 |

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  
THE 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, July 22, 2025** at the City Council Chambers located at **307 E 4<sup>th</sup> St., Big Spring, Texas 79720**. You are encouraged to attend this hearing to demonstrate the scope of work that may be required to comply with the Building Codes and the time it will take to reasonably perform the work.

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

**SECTION A-1.10. Rights of Parties**

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

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



- (c) Exclusion of Evidence. Irrelevant and unduly repetitious evidence shall be excluded.
- (d) Rights of Parties. Each party shall have the following rights, among others:
1. To call and examine witnesses on any matter relevant to the issues of the hearing;
  2. To introduce documentary and physical evidence;
  3. To cross-examine opposing witnesses on any matter relevant to the issues of the hearing;
  4. To impeach any witness regardless of which party first called him to testify;
  5. To rebut the evidence against him;
  6. To represent himself or to be represented by anyone of his choice who is lawfully permitted to do so.

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

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

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

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



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

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

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

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

Sincerely,

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

Code Compliance Official Ashley Guerra signing on behalf of:  
Malissa Garcia, Code Enforcement Officer  
City of Big Spring, Texas



9589 0710 5270 2378 2715 39

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2003 RUNNELS

Edna Gonzales and Estate of Manuel  
 Gonzales Jr.  
 509 N Main St.  
 Big Spring, Texas 79720

Final  
Notice

City, State, ZIP+4®

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

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2003 RUNNELS

**Postage**

W. B. Martin  
 1604 Wood St.  
 Big Spring, Texas 79720

Final  
Notice

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

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7/10/25

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2003 RUNNELS

Edna Gonzales and Estate of Manuel  
 Gonzales Jr.  
 2003 Runnels St.  
 Big Spring, Texas 79720

Final  
Notice

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

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☐ Adult Signature Restricted Delivery \$

7/10/25

Postmark  
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2003 RUNNELS

Edna Gonzales and Estate of Manuel  
 Gonzales Jr.  
 807 N Goliad St.  
 Big Spring, Texas 79720

Final  
Notice

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



STATE OF TEXAS

§

§

COUNTY OF HOWARD

§

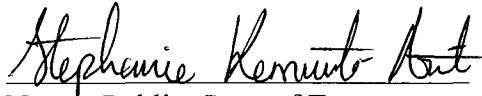
**CERTIFICATION  
OF POSTING OF PUBLIC HEARING**

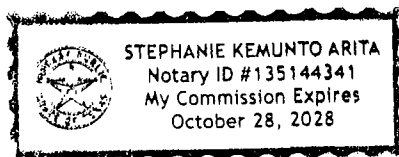
“The Hearing Board of the City of Big Spring, Texas notice of Public Hearing scheduled for July 22, 2025, attached as **Exhibit B-7**, was posted on or near the front door of each dwelling unit listed in the attached notice on June 10, 2025.”

**SIGNED** on the 11 day of July, 2025.

  
\_\_\_\_\_  
**AFFIANT**

**SWORN TO AND SUBSCRIBED** before me this 11<sup>th</sup> day of July, 2025  
by the above referenced Affiant.

  
\_\_\_\_\_  
Notary Public, State of Texas





# Exhibit B-7





## Code Enforcement

217 E 3<sup>rd</sup> 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 **JULY 22ND, 2025, AT 5:30 P.M.**, IN THE CITY OF BIG SPRING COUNCIL CHAMBERS AT 307 E 4<sup>th</sup> 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:

**816 W 8TH – LEGAL DESCRIPTION: LOT 14, BLOCK 5, CEDAR CREST SUBDIVISION (Property ID 278500 and Property ID 278501) – OWNER: SHARON L. GUTIERREZ AND MANUEL GUTIERREZ**

**2003 RUNNELS – LEGAL DESCRIPTION: THE SOUTH FIFTY FEET (S/50') OF THE NORTH ONE HUNDRED FEET (N/100') OF THE NORTHWEST ONE-FOURTH (NW/4) OF BLOCK NO. TWENTY-SEVEN (27), IN COLLEGE HEIGHTS ADDITION TO THE CITY OF BIG SPRING – OWNER: EDNA GONZALES AND ESTATE OF MANUEL GONZALES JR**

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







Highlighted names have expired.  
Members about to expire as of 9/30/25



**Board Name:** **Term** **Expires**

McMAHON/WRINKLE AVIATION

ADVISORY BOARD Three Years 09-30-XX

| Name               | Appointed  | Reappointed | Term Expires | District |
|--------------------|------------|-------------|--------------|----------|
| Johnathan Ray      | 10/11/2022 | 9/26/2023   | 9/30/2026    | 1        |
| Adriel Saldivar    | 7/12/2022  | 9/10/2024   | 9/30/2027    | 2        |
| John Scott         | 2/11/2025  |             | 9/30/2026    | 3        |
| Shane Schaffner    | 9/26/2023  | 9/10/2024   | 9/30/2027    | 4        |
| Russ Rutledge      | 4/25/2023  |             | 9/30/2025    | 5        |
| Steven Boatenhamer | 5/9/2023   | 9/10/2024   | 9/30/2027    | 6        |
| Robert D. Miller   | 9/12/2023  |             | 9/30/2025    | Mayor    |

**Board Name:** **Term** **Expires**

BOARD OF ADJUSTMENTS & APPEALS

Three Years 09-30-XX

| Name                                | Appointed | Reappointed | Term Expires | District |
|-------------------------------------|-----------|-------------|--------------|----------|
| John Flores (Construction Field)    | 11/9/2021 |             | 9/30/2023    | 1        |
| Rosie Franco                        | 1/11/2022 | 9/10/2024   | 9/30/2027    | 2        |
|                                     |           |             |              | 3        |
| Dale Coates (Mechanical Contractor) | 2/22/2005 | 9/24/2019   | 9/30/2022    | 5        |
| Tommy Corwin (Construction Field)   | 2/22/2005 | 9/24/2019   | 9/30/2022    | 5        |
| Walter Brumley, Jr.(Electrician)    | 9/26/2017 | 9/8/2020    | 9/30/2023    | 6        |
| Steve Herrin                        | 9/12/2023 |             | 9/30/2025    | Mayor    |

Five (5) openings - Need Districts 1, 3, 4, 5 and 6

**Board Name:** **Term** **Expires**

PLANNING & ZONING COMMISSION

Three Years 09-30-XX

| Name                     | Appointed | Reappointed | Term Expires | District |
|--------------------------|-----------|-------------|--------------|----------|
| Dale Avant               | 9/24/2013 | 9/12/2023   | 9/30/2026    | 1        |
| TJ (Thomas Jesse)Stewart | 7/13/2021 | 9/10/2024   | 9/30/2027    | 2        |
| Kelley Harris            | 9/26/2017 | 9/12/2023   | 9/30/2026    | 3        |
| Jan Hansen               | 9/10/2024 |             | 9/30/2027    | 4        |
| Felix Holguin            | 5/28/2024 |             | 9/30/2025    | 5        |
| Eric Escamilla           | 5/13/2025 |             | 9/30/2027    | 6        |
| Beth Henry               | 4/8/2025  |             | 9/30/2025    | Mayor    |



**Board Name:**

ZONING BOARD OF ADJUSTMENTS

**Term**

\*Two Years

**Expires**

09-30-XX

| Name            | Appointed | Reappointed | Term Expires | District |
|-----------------|-----------|-------------|--------------|----------|
| Debbie Ramirez  | 7/12/2022 | 9/26/2023   | 9/30/2025    | 1        |
| Julie Ramirez   | 7/12/2022 | 9/10/2024   | 9/30/2026    | 2        |
| Carrie Rodman   | 9/24/2013 | 9/26/2023   | 9/30/2025    | 3        |
| Terry Hansen    | 2/28/2025 |             | 9/30/2027    | 4        |
| Veronica Zuniga | 11/9/2021 | 1/28/2025   | 9/30/2027    | 5        |
| Mark Sheedy     | 8/9/2022  | 9/10/2024   | 9/30/2026    | 6        |
| Chris Bishop    | 2/28/2025 |             | 9/30/2027    | Mayor    |

\*State Law - 2 Year terms

**Board Name:**

ALTERNATES

ZONING BOARD OF ADJUSTMENTS

**Term**

\*Two Years

**Expires**

09-30-XX

| Name            | Appointed | Reappointed | Term Expires | District |
|-----------------|-----------|-------------|--------------|----------|
| Maria Padilla   | 3/22/2022 | 9/26/2023   | 9/30/2025    | 1        |
| Jose Olivias    | 5/23/2023 | 9/10/2024   | 9/30/2026    | 2        |
|                 |           |             |              | 3        |
|                 |           |             |              | 4        |
|                 |           |             |              | 5        |
| April Gutierrez | 6/14/2022 | 9/10/2024   | 9/30/2026    | 6        |
|                 |           |             | :            | Mayor    |

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

\*State Law - 2 Year terms

**Board Name:**ANIMAL RESCUE AND ADOPTION  
COMMITTEE**Term****Expires**

09-30-XX

| Name             | Appointed | Reappointed | Term Expires | District |
|------------------|-----------|-------------|--------------|----------|
| Amanda Williams  | 8/10/2021 | 9/26/2023   | 9/30/2026    | 1        |
| Julia Hartman    | 7/13/2021 | 9/10/2024   | 9/30/2027    | 2        |
| Amy French       | 1/11/2022 |             | 9/30/2023    | 3        |
| Jeff Lane        | 4/11/2023 | 9/10/2024   | 9/30/2027    | 4        |
| Brittany Hankins | 7/28/2021 | 9/26/2023   | 9/30/2025    | 5        |
|                  |           |             |              | 6        |
| Jill Wilbanks    | 9/12/2023 |             | 9/30/2025    | Mayor    |

Two (2) openings - Need Districts 3 &amp; 6



**Board Name:**

PARKS AND RECREATION BOARD

**Term**

Three Years

**Expires**

09-30-XX

| Name             | Appointed | Reappointed | Term Expires | District |
|------------------|-----------|-------------|--------------|----------|
| Ashley Marquez   | 6/24/2025 |             | 9/30/2026    | 1        |
| Michelle Sanchez | 6/24/2025 |             | 9/30/2027    | 2        |
|                  |           |             |              | 3        |
|                  |           |             |              | 4        |
|                  |           |             |              | 5        |
| Jesus Ochoa      | 6/24/2025 |             | 9/30/2027    | 6        |
|                  |           |             |              | Mayor    |

Reactivated 5-13-2025

**Board Name:**BIG SPRING ECONOMIC DEVELOPMENT  
CORPORATION**Term**

Three Years

**Expires**

09-30-XX

| Name            | Appointed  | Reappointed | Term Expires | District |
|-----------------|------------|-------------|--------------|----------|
| Cody Williams   | 10/26/2021 | 9/26/2023   | 9/30/2026    | 1        |
| Anna Scott      | 12/13/2022 | 9/10/2024   | 9/30/2027    | 2        |
|                 |            |             |              | 3        |
| Raul Benavides  | 9/27/2022  | 9/27/2022   | 9/30/2025    | 4        |
| Brent Strande   | 10/24/2023 |             | 9/30/2025    | 5        |
| Kevin Armstrong | 5/9/2023   | 9/10/2024   | 9/30/2027    | 6        |
| Terry McDaniel  | 1/14/2025  |             | 9/30/2025    | Mayor    |

One (1) openings - Need District 3

Updated as of 07/16/2025



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

The City Council of the City of Big Spring, Texas, met in a Regular Meeting in the City Council Chambers located at 307 E. 4th St., Big Spring, Texas, at 5:30 PM, July 8, 2025, with the following members present in person:

MAYOR ROBERT MOORE  
COUNCIL MEMBER NICK ORNELAS  
COUNCIL MEMBER HOMER WILKERSON  
COUNCIL MEMBER DANIEL MORENO  
COUNCIL MEMBER GLORIA BLACKBURN

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

**Don Smith 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 Hearings

**MOTION WAS MADE BY Mayor Moore to open the below listed public hearings, seconded by Council Member Wilkerson.**

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, 5  
Council Member Moreno, Council Member Blackburn**

**NAYS: None**

**0**

**MOTION PASSED**

PUBLIC HEARING for Consideration and Possible Action Regarding the Contemplated Annexation of a Property being 443.607 acres, more or less, in Section 4, Block 33, Howard County, Texas, Located Entirely Within the Extraterritorial Jurisdiction of and Contiguous to the City of Big Spring, and Identified as Parcel 297545 by the Howard Central Appraisal District of Howard County, Texas, and Provide Persons Interested in the Annexation the Opportunity to be Heard.

PUBLIC HEARING for Consideration and Possible Action Regarding the Contemplated Annexation of a Property being Approximately 127 acres Located Within the T&P RR Co Survey, Abstract No. A-362, out of the Northeast Quarter of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas, Identified as Parcels 297584 and 297585 by the Howard Central Appraisal District of Howard County, Texas, Said Tracts Being Contiguous to the City of Big Spring, and Provide Persons Interested in the Annexation the Opportunity to be Heard.

**There were no comments on the above captioned public hearings.**

Close Public Hearings

**MOTION WAS MADE BY Mayor Moore to close the above captioned public hearings, seconded by Council Member Wilkerson.**

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, 5  
Council Member Moreno, Council Member Blackburn**

**NAYS: None**

**0**

**MOTION PASSED**

City Manager's Report

City Manager's report on the following items:

- Large Item Pickup, District 1 - July 16th
- Update - Tire Recycling Event



- Street Patching
- New Trash Truck

**Todd Darden, City Manager, reported on the above captioned items as follows: Thoughts and prayers for those affected by the floods in South Texas; Large item pickup for District 1 will be on July 16th; The tire recycling event collected 800 tires; Will hire a contractor for street patching over 80 holes; The new trash truck is outside for anyone that would like to take a look at it.**

#### Consent Items

Approval of the City Council Minutes of the Regular Meeting of June 24, 2025

Final Reading of an Ordinance Amending Chapter 34 of the Big Spring City Code by Repealing Sections 34-1 and 34-3 Regarding the Municipal Court Security Fund and Municipal Court Technology Fund as State Law Makes such Ordinances no Longer Necessary; 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

Final Reading of an Ordinance Amending Chapter 10 of the Big Spring City Code to Provide for Minimum Standards at the Big Spring McMahon-Wrinkle Airport; 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

Final Reading of an Ordinance Amending Chapter 10 of the Big Spring City Code Establishing Rules and Regulations for the Big Spring McMahon-Wrinkle Airport; 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

**MOTION WAS MADE BY Council Member Ornelas to approve the above captioned minutes and ordinances, seconded by Council Member Blackburn.**

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn**

**NAYS: None**

**0**

**MOTION PASSED**

#### Vouchers

Vouchers for 06/27/25 \$ 413,591.84

**Council Member Moreno reviewed the above captioned vouchers.**

**MOTION WAS MADE BY Council Member Moreno to approve the above**



captioned vouchers, seconded by Council Member Wilkerson.

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, 5  
Council Member Moreno, Council Member Blackburn**

**NAYS: None 0**

**MOTION PASSED**

Vouchers for 07/03/25 \$ 298,966.87

**Council Member Ornelas reviewed the above captioned vouchers.**

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, 5  
Council Member Moreno, Council Member Blackburn**

**NAYS: None 0**

**MOTION PASSED**

### New Business

Acknowledge Receipt of the Quarterly Claims and Litigation Report from the City Attorney

**Council Members acknowledged the above captioned report from the City Attorney.**

First Reading of a Resolution Suspending the July 31, 2025, Effective Date of Oncor Electric Delivery Company's Request and to Establish Reasonable Rates; Approving Cooperation with the Steering Committee of Cities Served by Oncor to Hire Legal and Consulting Services and to Negotiate with the Company and Direct any Necessary Litigation and Appeals; 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 for the Steering Committee; 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 and Effective Date

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, 5  
Council Member Moreno, Council Member Blackburn**

**NAYS: None 0**

**MOTION PASSED**

First Reading of an Ordinance Annexing to the City of Big Spring, Howard County, Texas, a Tract Approximately 443.607 Acres, More or Less, in Section 4, Block 33, Howard County, Texas, Identified as Parcel 297545 by the Howard Central Appraisal District of Howard County, Texas, Located Entirely Within the Extraterritorial Jurisdiction of and Contiguous to the City Of Big Spring, and Being Further and More



Particularly Described Hereunder, on the Request of Cross-Ell Ranch Corporation as Landowner; Extending the Boundary Limits of the City of Big Spring so as to Include Said Property Within the City Limits of Said City; Granting to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens; Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Big Spring; Adopting a Municipal Services Agreement; 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.

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn**

**NAYS: None**

**0**

**MOTION PASSED**

First Reading of an Ordinance Annexing to the City of Big Spring, Howard County, Texas, Approximately 127 Acres Located Within the T&P RR Co Survey Howard County, Texas Survey, Abstract No. A-362, out of the Northeast Quarter of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas, Identified as Parcels 297584 and 297585 by the Howard Central Appraisal District of Howard County, Texas, Said Tracts Being Contiguous to the City of Big Spring and Further and More Particularly Described Hereunder, on the Request of Big Spring Economic Development Corporation as Landowner; Extending the Boundary Limits of the City of Big Spring so as to Include Said Property Within the City Limits of Said City; Granting to All the Inhabitants of Said Property All the Rights and Privileges of Other Citizens; Binding Said Inhabitants by All of the Acts, Ordinances, Resolutions, and Regulations of the City of Big Spring; Adopting an Annexation Agreement; 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.

**No action taken on the above captioned ordinance and will be brought back at the next Council meeting.**

Consideration and Possible Action to Authorize the Mayor to Execute a Tax Deed for the Sale of Real Property Located on Lot 10, Block G, Moore Heights Addition, to the City of Big Spring, Commonly Known as 904 NW 2ND, Which is Held by the City of Big Spring, in Trust, to Rosa Elia Avila for the Sum of Twenty Thousand Dollars and 00/100 Cents (\$20,000.00).

**MOTION WAS MADE BY Mayor Moore to approve the above captioned sale of property, seconded by Council Member Wilkerson.**

**YEAS: Mayor Moore, Council Member Wilkerson, Council Member Moreno, Council Member Blackburn**

**NAYS: Council Member Ornelas**

**1**



**MOTION PASSED**

Consideration and Possible Action to Delegate Authority to the City Manager to Negotiate a Contract to Retain a Public Adjuster in Relation to Storm Damage to City-Owned Property and Assets.

**MOTION WAS MADE BY Mayor Moore to approve the above captioned delegation of the City Manager to negotiate a contract with a public adjuster, seconded by Council Member Blackburn.**

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, 5  
Council Member Moreno, Council Member Blackburn**

**NAYS: None 0**

**MOTION PASSED**

Consideration and Possible Action Regarding a Municipal Services Agreement between the City of Big Spring, Texas and Owner Cross Ell Ranch Corporation and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

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

**YEAS: Mayor Moore, Council Member Ornelas, Council Member Wilkerson, 5  
Council Member Moreno, Council Member Blackburn**

**NAYS: None 0**

**MOTION PASSED**

Consideration and Possible Action Regarding an Annexation Agreement between the City of Big Spring, Texas and Big Spring Economic Development Corporation and Authorizing the City Manager or His Designee to Execute any Necessary Documents.

**No action taken on the above captioned ordinance and will be brought back at the next Council meeting.**

Council Input

Input

**Council Member Ornelas asked some questions regarding the smart gov. software for permits. Sandy Smith, Finance Director explained the issues with them and hopefully we can start using the software soon.**

Adjourn

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

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Robert H. Moore III, Mayor

ATTEST:

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Tami L. Davis, City Secretary



**Minutes of the Board of Director's Regular Meeting**  
**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION**  
**Tuesday, June 17, 2025, 5:15 p.m.**  
**Offices of the Big Spring Economic Development Corporation**  
**215 West Third Street, Big Spring, Texas**

The Regular Meeting of the Board of Directors of the Big Spring Economic Development Corporation was called to order at 5:15 p.m. Tuesday, June 17, 2025, in the offices of the Big Spring Economic Development Corporation. The following notice was sent on June 13, 2025, to the Board of Directors, the news media, and duly posted on June 13, 2025, by Teresa Morris in compliance with the Open Meeting's Act by posting it on the outside door of the Big Spring Economic Development Corporation and on the outside of City Hall.

"The Board of Directors of the Big Spring Economic Development Corporation will hold a Regular Board Meeting on Tuesday June 17, 2025, at 5:15 p.m. in the offices of the Big Spring Economic Development Corporation, 215 West Third Street, Big Spring, Texas. The purpose of the meeting is Public Comment, Action on Minutes of the May 20, 2025, Regular Meeting, May 27, 2025 Special Meeting and, June 10, 2025 Special Meeting, Consideration/Action to Approve May Investment Report and Financials, Consideration/Action to Approve an Engagement Letter from Bolinger, Segars, Gilbert & Moss LLP for the 2024-2025 Annual Audit, Goals Work Session, Budget Work Session, Directors Report, Board Comment, and Adjourn".

**Directors Present:**

Ms. Anna Scott- President  
Mr. Brent Strande- Vice President  
Mr. Kevin Armstrong- Secretary/Treasurer  
Mr. Raul Benavides  
Mr. Terry McDaniel

**Directors Absent:**

Mr. Cody Williams

**Staff Present:**

Mr. Mark Willis, Ms. Teresa Morris

**Guests that signed in:** Jennifer Smith

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

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

**AGENDA ITEM #2- Public Comment:**

None

**AGENDA ITEM #3- Action on the Minutes of May 20, 2025, Regular Meeting, May 27, 2025 Special Meeting and, June 10, 2025 Special Meeting:**

Ms. Scott presented the Minutes. Mr. Strande made a motion to approve seconded by Mr. Benavides. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**AGENDA ITEM #4- Consideration/Action to Approve May Investment Report and Financials:**

Mr. Armstrong presented the investment report and financials. Mr. McDaniel made a motion to approve seconded by Mr. Strande. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.

**ACTION ITEM #5- Consideration/Action to Approve an Engagement Letter from Bolinger, Segars, Gilbert & Moss LLP for the 2024-2025 Annual Audit:**

Mr. Willis presented the Engagement Letter. Motion to approve the Engagement Letter was made by Mr. Benavides seconded by Mr. Strande. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion.



**ACTION ITEM #6- Goals Work Session:**

Mr. Willis presented proposed Goals to the Board.  
No action was taken

**ACTION ITEM #7- Budget Work Session:**

Mr. Willis presented the proposed Budget to the Board.  
No action was taken

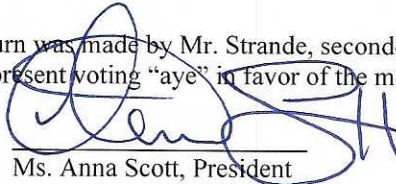
**ACTION ITEM #8- Directors Report:**

The groundbreaking for the Crossroads Business Park was canceled due to the weather but will be rescheduled as soon as various participants schedules allow. Staff continues to work with the David Pettit Economic Development DPED, LLC to create a TIRZ plan to present to the Big Spring City Council. The EDC had a meeting with representatives of the Foreign Trade Zone in Midland to explore the potential for Big Spring properties to become a sub-zone of that established zone. The Midland representatives were positive, and the Governor's office has suggested this would be the best path to the desired status. The Executive Director: attended the Clean Power conference as a representative of the High Ground of Texas. Attended the monthly County Group meeting. Did a radio interview. Participated in 3 City staff meetings. Participated in two City Council meetings. The EDC Board has developed a process for replacement of the EDC Director upon his retirement at the end of Sept. He has offered to remain in the position should the search extend beyond that date. The next Board meeting is tentatively scheduled for July 15th.

**AGENDA ITEM #9-Board Comments:**

**AGENDA ITEM #10- Adjourn:**

Ms. Scott called for a motion to adjourn. The motion to adjourn was made by Mr. Strande, seconded by Mr. Armstrong. The motion passed 5 to 0 with all members present voting "aye" in favor of the motion. The meeting adjourned at 5:51 pm on June 17, 2025.



Ms. Anna Scott, President

ATTEST:



Mr. Kevin Armstrong, Secretary/Treasurer





**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes  
May 15, 2025**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, May 15, 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  
  
Shane Schaffner                  Adriel Saldivar

Also in attendance: Mike Feeley

Absent: Bob Miller      Jonathan Ray      John Scott

**Item # 1**

**Call to Order**

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

**Item # 2**

**Review and approve minutes from April 24, 2025, 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**

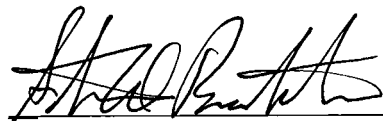
Mike began updating the board the recent award that the airport was given at the 43<sup>rd</sup> Annual TxDOT Aviation Conference. The award was for Local/Basic Airport of the Year. The conference took place in Denton, Texas. Next, on the agenda was the Veteran's Memorial. The board met and decided that they will have a groundbreaking ceremony when the project begins. They also brought in an entity from Midland, Texas that specializes in gathering donations. The new Veteran's Memorial has an estimated cost of three million dollars. 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 to rubber flooring. The project is estimated to cost \$874,000. To bring down the cost the airpark maintenance department was assigned to demolish



the interior of the building. Jacon & Martin then removed various activities reducing the estimated cost to \$500,000. The project will go to the city council for approval of the new amount. Mike then gave an update on the full airport pavement assessment. The study has been completed and all that is needed is the core sample results. In the study it was found that Taxiway Bravo is not in good shape and will more than likely need to be repaired. Mike then gave an update on GEO. They are moving forward with reopening their facilities and negotiations continue. A fee was negotiated that if GEO opens both facilities GEO will pay 1.5 million towards the general fund and if only one facility is opened, they will pay 1 million. Lastly, Mike gave an update on the entity that is interested in taking over the FBO. The entity is Galaxy FBO and they are currently working on a proposal. If this was to take place, they would take over the terminal building and administrative offices would be relocated to another building. They are also planning to build new hangars.

**Next Meeting Date is June 19, 2025**

**Adjournment: 7:00 P.M.**



Approved by Steven Boatenhamer, Chairman

19 JUN 25

Date





**McMahon-Wrinkle Aviation Advisory Board Meeting Minutes  
June 19, 2025**

The McMahon-Wrinkle Aviation Advisory Board met in Regular Session at 5:30 p.m., on Thursday, June 19, 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   | Robert Miller |
| Shane Schaffner    | Adriel Saldivar | Jonathan Ray  |

Also in attendance: Mike Feeley Andriana Olvera

Absent: John Scott

**Item # 1**

**Call to Order**

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

**Item # 2**

**Review and approve minutes from May 15, 2025, meeting.**

Motion to approve made by Russ Rutledge seconded by Adriel Saldivar with all members voting “aye” for acceptance of the minutes as written.

**Item # 3**

**Public Comment**

There were no public comments at this time.

**Item # 4**

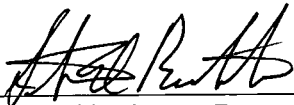
**Airport Director's Report**

The Airport Director updated the board on ongoing Airport Projects and Galaxy FBO provided a presentation representing their interest in developing at McMahon-Wrinkle Airport. Galaxy was represented by their General Manager's from Addison and Conroe Airports, Jamie Munoz and John Lowry.



**Next Meeting Date is July 17, 2025**

**Adjournment: 7:00 P.M.**

  
\_\_\_\_\_  
Approved by Steven Boatenhamer, Chairman

17 JUL 25  
Date





## MEMORANDUM

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Date: June 30, 2025  
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager  
From: John Medina, Assistant City Manager  
Re: Oncor Resolution Suspension Deadline

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### **PURPOSE**

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about June 26, 2025, with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, an average residential customer would see a bill increase of about \$7.90 per month.

The resolution suspends the July 31, 2025, effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue.

The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. **If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.**

### **DISCUSSION**

The City of Big Spring is a member of a 170-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 30 years.

Although Oncor has increased rates many times over the past few years, this is the first comprehensive base rate case for the Company since May 2022.



### **Explanation of "Be It Resolved" Paragraphs:**

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as “the maximum period allowed by law” rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates by July 31, 2025.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS; SUSPENDING THE JULY 31, 2025 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY’S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; 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 FOR THE STEERING COMMITTEE; PROVIDING FOR THE REPEAL OF CONFLICTING LEGISLATION; PROVIDING FOR SEVERABILITY; AND FINDING AND DETERMINING THAT THE MEETINGS AT WHICH THE RESOLUTION WERE DISCUSSED WERE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND ESTABLISHING AN EFFECTIVE DATE;**

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

**WHEREAS**, on or about June 26, 2025, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Big Spring a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective July 31, 2025; and

**WHEREAS**, the City of Big Spring is a member of the Steering Committee of Cities Served by Oncor (“Steering Committee”) and will cooperate with the 170 similarly situated city members and other city participants in conducting a review of the Company’s application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to getting reasonable rates and direct any necessary litigation; and

**WHEREAS**, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

**WHEREAS**, PURA § 33.023 provides that costs incurred by Cities in ratemaking proceedings are to be reimbursed by the regulated utility.



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

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

**SECTION 2.** That the July 31, 2025, effective date of the rate request submitted by Oncor on or about June 26, 2025, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

**SECTION 3.** As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

**SECTION 4.** That the City's reasonable rate case expenses shall be reimbursed by Oncor.

**SECTION 5.** A copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

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

**SECTION 7.** Should any one or more sections or clauses of this Resolution be adjudged unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

**SECTION 8.** It is hereby officially found and determined that the meetings at which this Resolution was adopted were open to the public and that public notice of the time, place and purpose of said meetings were given as required by law.

**SECTION 9.** This Resolution shall become effective immediately.

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



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

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

\_\_\_\_\_  
Robert H. Moore III, Mayor

ATTEST:

\_\_\_\_\_  
Tami L. Davis, City Secretary



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, A TRACT APPROXIMATELY 443.607 ACRES, MORE OR LESS, IN SECTION 4, BLOCK 33, HOWARD COUNTY, TEXAS, IDENTIFIED AS PARCEL 297545 BY THE HOWARD CENTRAL APPRAISAL DISTRICT OF HOWARD COUNTY, TEXAS, LOCATED ENTIRELY WITHIN THE EXTRATERRITORIAL JURISDICTION OF AND CONTIGUOUS TO THE CITY OF BIG SPRING, AND BEING FURTHER AND MORE PARTICULARLY DESCRIBED HEREUNDER, ON THE REQUEST OF CROSS-ELL RANCH CORPORATION AS LANDOWNER; EXTENDING THE BOUNDARY LIMITS OF THE CITY OF BIG SPRING SO AS TO INCLUDE SAID PROPERTY WITHIN THE CITY LIMITS OF SAID CITY; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF BIG SPRING; ADOPTING A MUNICIPAL SERVICES AGREEMENT; 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, the City of Big Spring is a home-rule municipal corporation of the State of Texas;

WHEREAS, Texas Local Government Code § 43.003 authorizes a home-rule municipality of the State of Texas to, according to rules as may be provided by the charter of the municipality and not inconsistent with the requirements prescribed by that chapter, fix the boundaries of the municipality, extend the boundaries of the municipality and annex area adjacent to the municipality, and exchange area with other municipalities;

WHEREAS, Texas Local Government Code § 43.0671 authorizes the annexation of territory by a municipality on request of each owner of the land, subject to the laws of the State of Texas;

WHEREAS, Cross-Ell Ranch Corporation, a Texas corporation, is the owner of a tract of land contiguous to the City of Big Spring and described as approximately 443.607 acres located in Howard County, Texas, the entirety of which is located within the extraterritorial jurisdiction of the City of Big Spring, Texas, and identified as Property ID # 297545 by the Howard Central Appraisal District, which property is further described and depicted hereunder (the "Property");

WHEREAS, the City has received a Petition Requesting Annexation by Area Landowners, executed by Cross-Ell Ranch Corporation as of the 20th day of May, 2025, petitioning the City Council of Big Spring to extend the present city limits so as to include the Property as part of the



City of Big Spring, Texas, attached hereto as Exhibit A and incorporated herein for all intents and purposes;

WHEREAS, Texas Local Government Code § 43.0672 requires that a written agreement for the provision of services be negotiated and entered into between the owners of the land being annexed and the municipality annexing land under that subchapter;

WHEREAS, a Municipal Services Agreement negotiated by and between Cross-Ell Ranch Corporation and the City of Big Spring and signed by Cross-Ell Ranch Corporation as of the 29th day of May, 2025 is attached hereto as Exhibit B and incorporated herein for all intents and purposes;

WHEREAS, by this Ordinance, the City Council of Big Spring hereby authorizes the City Manager to execute such Municipal Services Agreement on behalf of the City of Big Spring;

WHEREAS, pursuant to Texas Local Government Code § 43.005 and in accordance with Texas Local Government Code § 212.172(b-1), written disclosures were made by the City of Big Spring to the landowner Cross-Ell Ranch Corporation;

WHEREAS, pursuant to Texas Local Government Code § 43.0673, notice of the public hearing was published in the Big Spring Herald edition of June 28, 2025 and posted on the City's website accessed at <https://www.mybigspring.com/642/Public-Notices> on June 26, 2025 and has remained published thereon as of this date of hearing;

WHEREAS, pursuant to Texas Local Government Code § 43.905 and § 43.905, written notice of the proposed annexation was sent by the City of Big Spring to each public school district located in the Property and each public entity that is located in or provides services to the Property;

WHEREAS, the Charter of the City of Big Spring, Article IV entitled "City Government," Section 1a, provides that an area annexed into the territorial limits of the City of Big Spring shall be immediately added to one or more districts;

WHEREAS, the Property is contiguous to District 3 of the City of Big Spring and, by this Ordinance, is hereby added to District 3 of the City of Big Spring and the boundaries for District 3 drawn accordingly;

WHEREAS, the procedures prescribed by the Texas Local Government Code and Charter of the City of Big Spring, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

The Property is 443.607 acres, more or less, in Section 4, Block 33, Howard County, Texas, conveyed to Cross-Ell Ranch Corporation by Special Warranty Deed dated October 30, 1986, and recorded in Volume 610, pages 591-592 of the real property records of Howard County, Texas, as follows:

The West 532 acres of Section 4, Block 33, TWP 1 South, T&P Railroad Company Survey, Howard County, Texas



Save for and Except each of the following:

Those three tracts together containing 17 acres, more or less, and described in a Warranty Deed recorded in Volume 610, page 593 in the real property records of Howard County, Texas;

Those three tracts, of 2.02 acres, the second of 10.0 acres, and the third of 0.21 acres, more or less, and described in a Warranty Deed dated November 15, 1988, recorded in Volume 624, page 42 of the real property records of Howard County, Texas;

That tract of 9.214 acres, more or less, described in a Deed dated August 20, 2013, recorded in Volume 1356, page 680 of the real property records of Howard County, Texas;

That tract of 40.089 acres, more or less, described in a Deed dated August 20, 2013, recorded in Volume 1360, pages 164-173 of the real property records of Howard County, Texas; and

Those two tracts, one of 5.37 acres and the other of 3.51 acres, more or less, described in a Warranty Deed dated July 26, 2017, recorded in Volume 1644, pages 582-585 of the real property record of Howard County, Texas; and

WHEREAS, after hearing and upon consideration of the arguments for and against the same, the City Council of Big Spring finds it in the public interest to accept the landowners request for annexation and voted to annex the Property described herein into the territorial limits of the City of Big Spring.

**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.** That the heretofore described Property is hereby annexed to the City of Big Spring, Howard County, Texas, and that the boundary limits of the City of Big Spring, Howard County, Texas be and the same are hereby extended to include the above described territory within the city limits of the City of Big Spring, Howard County, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Big Spring and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

**SECTION 3.** A Municipal Services Agreement for the Property attached hereto as Exhibit B is hereby adopted and incorporated herein for all intents and purposes.

**SECTION 4.** The Property is hereby added to District 3 of the City of Big Spring and the boundaries of District 3 shall be drawn accordingly.

**SECTION 5.** 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 6.** 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 7.** 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 8.** This Ordinance is ordered to be codified.

**SECTION 9.** This Ordinance shall become effective upon its second publication according to law.

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

**SECTION 11.** The City Secretary is hereby directed to file with the County Clerk of Howard County, Texas, a certified copy of this ordinance.

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

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

\_\_\_\_\_  
Robert H. Moore III, Mayor

ATTEST:

\_\_\_\_\_  
Tami L. Davis, City Secretary



*Exhibit D*

**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF BIG SPRING, TEXAS:

The undersigned owners of the hereinafter described tract of land petition your honorable Body to extend the present city limits so as to include as part of the City of Big Spring, Texas, the following described territory, to wit:

The Property is 443.607 acres, more or less, in Section 4, Block 33, Howard County, Texas, conveyed to Cross-Ell Ranch Corporation by Special Warranty Deed dated October 30, 1986, and recorded in volume 610, pages 591-592 of the real property records of Howard County, Texas, as follows:

The West 532 acres of Section 4, Block 33, TWP 1 South, T&P Railroad Company Survey, Howard County, Texas;

Save for and Except each of the following:

Those three tracts together containing 17 acres, more or less, and described in a Warranty Deed recorded in volume 610, page 593 in the real property records of Howard County, Texas;

Those three tracts, of 2.02 acres, the second of 10.0 acres, and the third of 0.21 acres, more or less, and described in a Warranty Deed dated November 15, 1988, recorded in volume 624, page 42 of the real property records of Howard County, Texas;

That tract of 9.214 acres, more or less, described in a Deed dated August 20, 2013, recorded in volume 1356, pages 680 of the real property records of Howard County, Texas; and

That tract of 40.089 Acres, more or less, described in a Deed dated August 20, 2013, recorded in volume 1360, pages 164-173 of the real property records of Howard County, Texas; and

Those two tracts, one of 5.37 acres and the other of 3.51 acres, more or less, described in a Warranty Deed dated July 26, 2017, recorded in volume 1644, pages 582-585 of the real property records of Howard County, Texas.



12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
13. **CAPTIONS.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.
14. **AGREEMENT BINDS SUCCESSORS AND RUNS WITH THE LAND.** This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns. The term of this Agreement constitutes covenants running with the land comprising the Property and is binding on the Owner.
15. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. This Agreement shall not be amended unless executed in writing by both parties.

Executed as of the day and year first above written to be effective on the effective date of annexation of the Property.

**OWNER:**

**CROSS ELL RANCH CORPORATION,**  
a Texas corporation,

By: Edward Frazier  
Name: Edward Frazier  
Title: Chairman of the board. Cross Ell  
Date: May 20, 2025

**CITY:**

**CITY OF BIG SPRING, TEXAS,**  
A Texas home-rule municipality

By: \_\_\_\_\_  
Todd Darden, City Manager  
Date: \_\_\_\_\_



***Exhibit S***

See attached Municipal Services Agreement Between the  
City of Big Spring, Texas and Owner Cross Ell Ranch  
Corporation

**MUNICIPAL SERVICES AGREEMENT  
BETWEEN THE CITY OF BIG SPRING, TEXAS  
AND OWNER CROSS ELL RANCH  
CORPORATION.**

This Municipal Services Agreement ("Agreement" or "Service Plan") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the City of Big Spring, Texas, a home-rule municipality of the State of Texas, ("City") and Cross Ell Ranch Corporation. ("Owner").

**RECITALS**

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement.

**WHEREAS**, Owner has filed a written request with the City for full-purpose annexation of the Property;

**WHEREAS**, where the City elects to annex such an area, the City is required to enter into a written agreement with the property owner that sets forth the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Owner owns a certain parcel of land situated in Howard County, Texas, which consists of approximately 443.607 acres, more or less, of land in the City's extraterritorial jurisdiction, such property being more particularly described and set forth in the Exhibit attached and incorporated herein by reference ("Property");

**WHEREAS**, City and Owner desire to set out the City services to be provided for the Property on or after the effective date of annexation;

**WHEREAS**, Texas Local Government Code § 43.0672 requires a written agreement for the provision of services in the area first be entered into between the City and Landowner of the Subject Property prior to annexation;

**WHEREAS**, the annexation and execution of this Agreement are subject to approval by the Big Spring City Council; and

**NOW THEREFORE**, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:



1. **PROPERTY.** This Agreement is only applicable to the Property, which is the subject of the annexation.
2. **INTENT.** It is the intent of the City that this Agreement provide for the delivery of available municipal services to the Property in accordance with state law, which may be accomplished through any means permitted by law.



### 3. MUNICIPAL SERVICES.

- a. Commencing on the effective date of annexation, the City will provide the municipal services set forth below. As used in this Agreement, “providing services” includes having services provided by any method or means by which the City may extend municipal services to any other area of the City, including the City's infrastructure extension policies and developer or property Owner’ participation in accordance with applicable city ordinances, rules, regulations, and policies.
  - i. Fire – The City’s Fire Department will provide emergency and fire protection services. Schedule: immediate.
  - ii. Police – The City’s Police Department will provide protection and law enforcement services. Schedule: immediate.
  - iii. Emergency Medical Services - The City through its Fire Department or a contractor will provide emergency medical services. Schedule: immediate.
  - iv. Planning, Zoning, and Building – The City will provide comprehensive planning, land development, land use, and building review and inspection services in accordance with all applicable laws, rules, and regulations. Schedule: immediate.
  - v. Publicly Owned Parks, Facilities, and Buildings
    1. Residents of the Property will be permitted to utilize all existing publicly-owned and available parks, facilities (including, community service facilities, the aquatic center, etc.), and buildings throughout the City and as owned by the City. Any private parks, facilities, and buildings will be unaffected by the annexation; provided, however, that the City will provide for maintenance and operation of the same upon acceptance of legal title thereto by the City and appropriations therefor.
    2. In the event the City acquires any other parks, facilities, or buildings necessary for City services within the Property, the appropriate City department will provide maintenance and operations of the same.
    3. Schedule: immediate.
  - vi. Streets – The City will maintain the public streets and streetlights over which the City has jurisdiction. The City will provide regulatory signage services in accordance with the City policies and procedures and applicable laws. Schedule: immediate.
  - vii. Water and Wastewater
    1. Owner is responsible for connecting to the City water system and wastewater system (sewer) according to City specifications, rules and guidelines. Once connected to the City’s water mains and wastewater system, the City water system and wastewater system will be provided by the City at rates established by City ordinances for such service.
    2. New structures will be required to connect to the City’s water and sewer system at the Owner’ expense.
    3. This does not place additional requirements on City beyond that in the “Infrastructure Improvements” in the “Cross-Ell Ranch-Big Spring Development Agreement” on the schedule present therein.
    4. Solid Waste Services – The City will provide solid waste collection services in accordance with existing City ordinances and policies, except where prohibited by law. Schedule: immediate.



- viii. Code Compliance – The City’s Code Compliance Department will provide education, enforcement, and abatement relating to code violations within the Property. Schedule: immediate.
- b. It is understood and agreed that the City is not required to provide a service that is not included in this Agreement.
- c. Owner understands and acknowledges that the City departments listed above may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar services.
4. **CONSENT TO ANNEX.** Owner requests that the City of Big Spring, Texas annex the Property.
5. **AUTHORITY.** City and Owner represent that they have full power, authority and legal right to execute, deliver and perform their obligations pursuant to this Agreement. Owner acknowledges that approval of the annexation is within the sole jurisdiction of the City Council. Nothing in this Agreement guarantees favorable decisions by the City Council.
6. **SEVERABILITY.** If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.
8. **INTERPRETATION.** The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas. The parties acknowledge that they are of equal bargaining power and that each of them was represented by legal counsel in the negotiation and drafting of this Agreement.
9. **GOVERNING LAW AND VENUE.** Venue shall be in the state district courts located in Howard County, Texas.
10. **NO WAIVER.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party’s right to insist upon appropriate performance or to assert any such right on any future occasion.
11. **GOVERNMENTAL POWERS.** It is understood that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.



We certify that the above described tract of land is contiguous and adjacent to the City of Big Spring, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

**CROSS ELL RANCH CORPORATION,**  
a Texas corporation

By: Edward Frazier  
Name: Edward C. Frazier  
Title: Chairman CROSS ELL Corp.  
Date: Dec 4, 2024

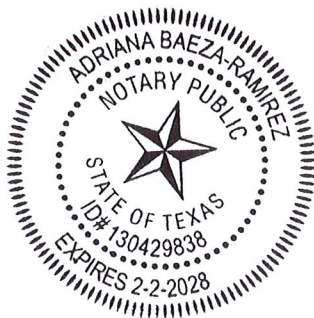
THE STATE OF TEXAS

COUNTY OF Tarrant

BEFORE ME, the undersigned authority, on this day personally appeared Edward Frazier, of CROSS ELL RANCH CORPORATION, a Texas corporation, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, on behalf of said corporation.

Given under my hand and seal of office, this 29 day of May, 2025.

ABaeza-J  
Notary Public in and for  
Tarrant County, Texas.





State of Texas §  
County of Tarrant §

This instrument was acknowledged before me on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Todd Darden, City Manager of the City of Big Spring, a Texas municipal corporation, on behalf of said corporation.

By: \_\_\_\_\_

Notary Public, State of Texas

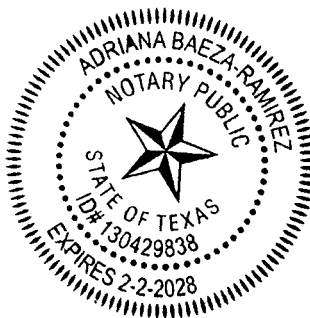
State of Texas §  
County of Tarrant §

This instrument was acknowledged before me on the 29 day of May, 2025, by Edward Frazier, \_\_\_\_\_ of [Name of individual signing, title (if any)] on behalf of said Cross Ell Ranch Corp [insert name of company or individual where applicable].

By: ABaeza \_\_\_\_\_

Notary Public, State of Texas

After Recording Return to:  
City Secretary  
City of Big Spring  
200 Texas Street  
Big Spring, Texas 76102







## MEMORANDUM

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Date: July 18, 2025  
To: Mayor Robert H. Moore, Big Spring City Council, and Todd Darden, City Manager  
From: Albert Belez, Purchasing Agent  
Re: Cart Barn at Comanche Trail Golf Course

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**Background Information:** The proposed design is for the construction of a 3,000 square foot metal barn to be used for storing the City's golf carts. This new barn will replace the existing storage facility, which will be converted into approximately 20 individual cart sheds. After minimal renovation costs to the existing barn, the city stands to gain approximately \$14,400.00 in annual rental fees when the unit is fully rented for private golf cart storage. Furthermore, the new barn will provide improved accessibility for staff to efficiently manage the carts daily.

### Financial Considerations:

|                                                                               |                         |
|-------------------------------------------------------------------------------|-------------------------|
| Expenditure amount requested:                                                 | \$120,431.00            |
| What fund/department account will this amount be drawn from?                  | General Fund/Golf (390) |
| Budgeted:                                                                     | \$140,000.00            |
| Would this expenditure be made within the budget for the current fiscal year? | Yes                     |

**Vendor Bids/Quotations:** We received a total of seven sealed formal bids. PK Construction from Seminole, Texas, has submitted a bid totaling \$169,898.00. Cooper Construction based in Midland, Texas, submitted a bid of 254,500.00. Claw Contractors, LLC, located in Seymour, Texas, submitted a bid of \$185,224.00. RW Fence from Big Spring, Texas, submitted a bid of \$120,431.00. Woodpile Construction in San Angelo, Texas offered a bid of \$156,370.00. Metal Solutions, also from Big Spring, Texas, submitted a bid of \$188,300.00. Lastly, Lowery General Contracting from Midland, Texas, submitted a bid of \$228,000.00. A tabulation of the bids is included for your review.



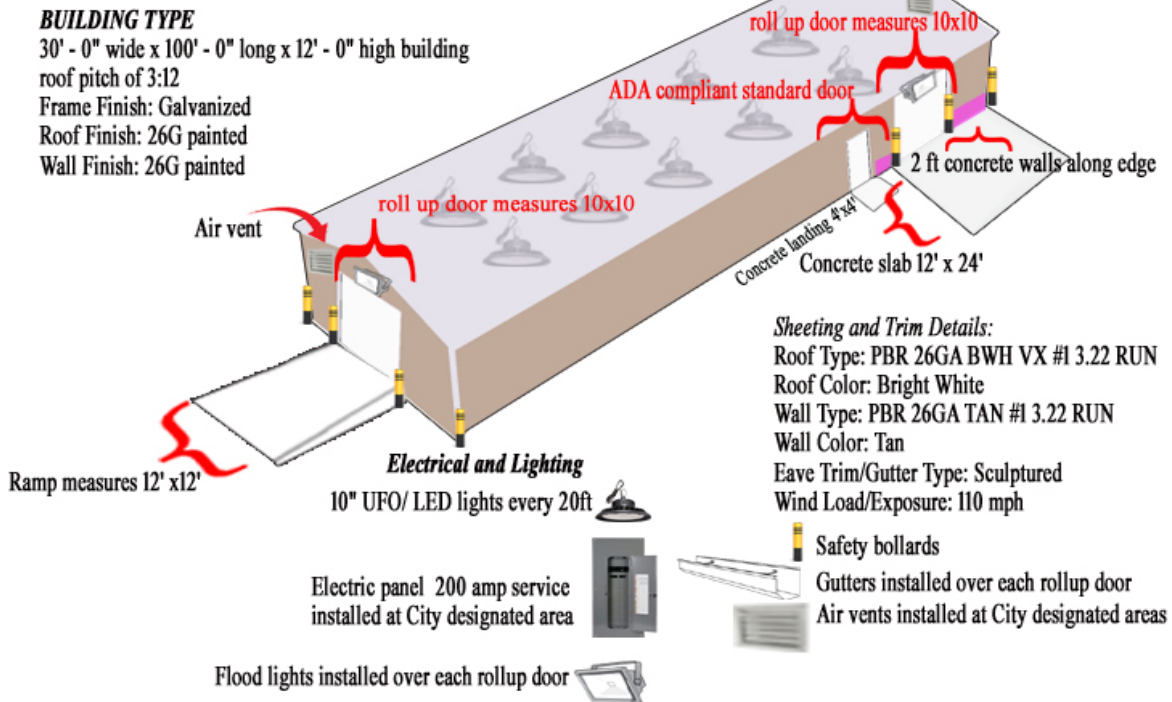
## CART BARN RE-BID (RFB 25-017 ) BID TABULATION

| COMPANY NAME               | BID AMOUNT   |
|----------------------------|--------------|
| PK Construction            | \$169,898.00 |
| Claw Construction          | \$185,224.00 |
| Cooper Construction        | \$254,500.00 |
| RW Fence                   | \$120,431.00 |
| Woodpile Construction      | \$156,370.00 |
| Metal Solutions            | \$188,300.00 |
| Lowery General Contracting | \$228,000.00 |

**Staff Opinion as to Feasibility and Timeline:** Staff recommend that RW Fence be selected as the contractor for this project. RW Fence is also constructing an equipment barn at the Roy Anderson Sports Complex.

### DETAILED SPECIFICATIONS

#### CART BARN / CITY OF BIG SPRING GOLF COURSE





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ANNEXING TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, APPROXIMATELY 127 ACRES LOCATED WITHIN THE T&P RR CO SURVEY HOWARD COUNTY, TEXAS SURVEY, ABSTRACT NO. A-362, OUT OF THE NORTHEAST QUARTER OF SECTION 9, BLOCK 33, T-1-S, T&P RR. CO. SURVEY, HOWARD COUNTY, TEXAS, IDENTIFIED AS PARCELS 297584 AND 297585 BY THE HOWARD CENTRAL APPRAISAL DISTRICT OF HOWARD COUNTY, TEXAS, SAID TRACTS BEING CONTIGUOUS TO THE CITY OF BIG SPRING AND FURTHER AND MORE PARTICULARLY DESCRIBED HEREUNDER, ON THE REQUEST OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION AS LANDOWNER; EXTENDING THE BOUNDARY LIMITS OF THE CITY OF BIG SPRING SO AS TO INCLUDE SAID PROPERTY WITHIN THE CITY LIMITS OF SAID CITY; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF BIG SPRING; ADOPTING AN ANNEXATION AGREEMENT; 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, the City of Big Spring is a home-rule municipal corporation of the State of Texas;

WHEREAS, Texas Local Government Code § 43.003 authorizes a home-rule municipality of the State of Texas to, according to rules as may be provided by the charter of the municipality and not inconsistent with the requirements prescribed by that chapter, fix the boundaries of the municipality, extend the boundaries of the municipality and annex area adjacent to the municipality, and exchange area with other municipalities;

WHEREAS, Texas Local Government Code § 43.0671 authorizes the annexation of territory by a municipality on request of each owner of the land, subject to the laws of the State of Texas;

WHEREAS, Big Spring Economic Development Corporation is the owner of an approximately 127 acre tract of land within the T&P RR Co Survey Howard County, Texas Survey, Abstract No. A-362, contiguous and adjacent to the City of Big Spring, Howard County, Texas, which property is further described and depicted hereunder (the "Property");

WHEREAS, the City has received a Petition Requesting Annexation by Area Landowners, executed by Big Spring Economic Development Corporation as of the 20th day of May, 2025,



petitioning the City Council of Big Spring to extend the present city limits so as to include the Property as part of the City of Big Spring, Texas, attached hereto as Exhibit A and incorporated herein for all intents and purposes;

WHEREAS, Texas Local Government Code § 43.0672 requires that a written agreement for the provision of services be negotiated and entered into between the owners of the land being annexed and the municipality annexing land under that subchapter;

WHEREAS, an Annexation Agreement negotiated by and between Big Spring Economic Development Corporation and the City of Big Spring is attached hereto as Exhibit B and incorporated herein for all intents and purposes;

WHEREAS, by this Ordinance, the City Council of Big Spring hereby authorizes the City Manager to execute such Annexation Agreement on behalf of the City of Big Spring, subject to and pending first execution by the landowner Big Spring Economic Development Corporation;

WHEREAS, pursuant to Texas Local Government Code § 43.005 and in accordance with Texas Local Government Code § 212.172(b-1), written disclosures are made by the City of Big Spring to the Big Spring Economic Development Corporation;

WHEREAS, pursuant to Texas Local Government Code § 43.0673, notice of the public hearing was published in the Big Spring Herald edition of June 28, 2025 and posted on the City's website accessed at <https://www.mybigspring.com/642/Public-Notices> on June 26, 2025 and has remained published thereon as of this date of hearing;

WHEREAS, pursuant to Texas Local Government Code § 43.905 and § 43.905, written notice of the proposed annexation was sent by the City of Big Spring to each public school district located in the Property and each public entity that is located in or provides services to the Property;

WHEREAS, the Charter of the City of Big Spring, Article IV entitled "City Government," Section 1a, provides that an area annexed into the territorial limits of the City of Big Spring shall be immediately added to one or more districts;

WHEREAS, the Property is contiguous to District 3 of the City of Big Spring and, by this Ordinance, is hereby added to District 3 of the City of Big Spring and the boundaries for District 3 drawn accordingly;

WHEREAS, the procedures prescribed by the Texas Local Government Code and Charter of the City of Big Spring, Texas, and the laws of this state have been duly followed with respect to the following described territory, to wit:

An approximately 127 -acre tracts of land located within the T&P RR Co Survey Howard County, Texas Survey, Abstract No. A-362, contiguous and adjacent to the City of Big Spring, Howard County, Texas, and as more particularly described and depicted as follows:

The surface only of:



The 65.77-acre tract and 61.81-acre tract of land out of the NE/4 of Section 9, Block33, T-1-S, T&P RR. Co. Survey, Howard County, Texas.

WHEREAS, after hearing and upon consideration of the arguments for and against the same, the City Council of Big Spring finds it in the public interest to accept the landowners request for annexation and voted to annex the Property described herein into the territorial limits of the City of Big Spring.

**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.** That the heretofore described Property is hereby annexed to the City of Big Spring, Howard County, Texas, and that the boundary limits of the City of Big Spring, Howard County, Texas be and the same are hereby extended to include the above described territory within the city limits of the City of Big Spring, Howard County, Texas, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Big Spring and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

**SECTION 3.** Subject to and pending first execution by the landowner Big Spring Economic Development Corporation, the Annexation Agreement for the Property attached hereto as Exhibit B is hereby adopted and incorporated herein for all intents and purposes.

**SECTION 4.** The Property is hereby added to District 3 of the City of Big Spring and the boundaries of District 3 shall be drawn accordingly.

**SECTION 5.** 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 6.** 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 7.** 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 8.** This Ordinance is ordered to be codified.

**SECTION 9.** This Ordinance shall become effective upon its second publication according to law.



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

**SECTION 11.** The City Secretary is hereby directed to file with the County Clerk of Howard County, Texas, a certified copy of this ordinance.

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

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

\_\_\_\_\_  
Robert H. Moore III, Mayor

ATTEST:

\_\_\_\_\_  
Tami L. Davis, City Secretary



**PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS**

**TO THE CITY COUNCIL OF THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS:**

Consistent with Section 43.0671 and 43.0673 of the Texas Local Government Code, the undersigned property owners of the area proposed for annexation hereby petition the City Council of the City of Big Spring, Texas, to expand the present City limits and annex the following described territory:

**An approximately 127 -acre tracts of land located within the T&P RR Co Survey Howard County, Texas Survey, Abstract No. A-362 , contiguous and adjacent to the City of Big Spring, Howard County, Texas, and as more particularly described and depicted is *Exhibit A* which is attached hereto and incorporated herein for all purposes (the “Annexation Property”).**

Said Annexation Property is vacant and contains no registered voters.

I/We certify that the above-described tract of land is contiguous and adjacent to the City of Big Spring, Texas. Consistent with Section 43.0671 of the Texas Local Government Code, I hereby give my consent to the annexation of the proposed Annexation Property.

**[The Remainder of this Page Intentionally Left Blank]**



**PROPERTY OWNER:**

**Mr. Mark Willis, Executive Director, Big Spring Economic Development Corporation**

Signature: Mark H. Willis  
Date Signed: 5-20-25

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF HOWARD**

This instrument was acknowledged before me on the 20<sup>th</sup> day of May, 2025, by Mark Willis.



Teresa Morris  
Notary Public, State of Texas

Date of Birth or Voter Registration Number: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Registered Voter Residing within the Annexation Property (circle one):      Yes      No

Property Owner of the Annexation Property (circle one):      Yes      No

If so, approximate acreage owned within Annexation Property:      127      -acres

Consenting to the Annexation of the Annexation Property (circle one):      Yes      No



*Exhibit A*

Legal Description of Proposed  
Annexation Property and Depiction of the Property

The surface only of the following described real property:

The surface only of the 65.77-acre tract and 61.81-acre tract of land out of the NE/4 of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas, and as further described and/or depicted as attached hereto:







**Bradshaw and Associates, Inc.**  
*Surveying/Engineering*  
2112 Scurry Street, Big Spring, Texas, 79720  
432-263-1098 Fax 432-263-1294

December 21, 2023

**65.77 ACRE TRACT  
TRACT 1**

Being a 65.77-acre tract of land, second called tract of land described as a 64.85-acre tract of land in a Special Warranty Deed Filed on September 28, 2020, in Volume 1944, Page 795 of the Official Public Record, Howard County, Texas, and all out of the NE/4 of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas and being more particularly described by metes and bounds below:

BEGINNING at a 1/2" I.R. with cap set in the North line of said Section 9, South line of a 22.00-acre tract of land, at the NW corner of a 26.00-acre tract of land, for the NE corner of this herein described tract of land, from which a 2" I.P. found at the NE corner of said Section 9 bears N 75°14'36" E (record bearing) 500.01';

THENCE S 14°44'01" E with the West line of said 26.00-acre tract and generally with a fence a distance of 1314.77' to a 1/2" I.R. with cap set at an interior corner of said 26.00-acre tract, for the SE corner of this here in described tract of land;

THENCE S 75°16'00" W with a North line of said 26.00-acre tract passing at 34.33' a 1/2" I.R. with cap set at the NE corner of a 61.81-acre tract of land surveyed this same date continuing with the North line of said 61.81-acre tract a total distance of 2178.56' to a 1/2" I.R. with cap set in the called West line of the NE/4 of said Section 9 East line of a tract of land described as Tract No. 2 "N/W4 of Section 9" in a General Warranty Deed filed on March 5, 2015 in Volume 1443, Page 125 of the Official Public Record, Howard County, Texas, for the SW corner of this herein described tract of land;

THENCE N 14°45'56" W with the called West line of the NE/4, East line of said called Tract No. 2 a distance of 1314.77' to a 1/2" I.R. with cap set in the South line of a 2.21-acre tract of land, at the called NE corner of said Tract No. 2, from which a 1/2" I.R. found at the NW corner of said Section 9 bears S 75°14'36" W 2611.96';

THENCE N 75°14'36" E with the North line of said Section 9, South line of said 2.21-acre tract passing at 592.08' a 1/2" I.R. found at the SE corner of said 2.21-acre tract continuing a total distance of 2179.30' to the POINT of BEGINNING.

Basis of bearing is the North line of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County Texas

Containing 65.77 acres of land.



**61.81 ACRE TRACT  
TRACT 2**

Being a 61.81-acre tract of land, first called tract of land described as a 62.62-acre tract of land in a Special Warranty Deed filed on September 28, 2020, in Volume 1944, Page 795 of the Official Public Record, Howard County, Texas, and all out of the NE/4 of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas and being more particularly described by metes and bounds below:

BEGINNING at a 1/2" I.R. with cap set at an exterior corner of a 26.00-acre tract of land in the South line of a 65.77-acre tract of land surveyed this same date, for the NE corner of this herein described tract of land from which the NE corner of said Section 9 bears, N 75°16'00" E 34.33', N 14°44'01" W 1314.77', N 75°14'36" E (record bearing) 500.01';

THENCE S 14°44'00" E with the West line of said 26.00-acre tract and generally with a fence a distance of 327.92' to a 1/2" I.R. with cap set at an angle point of said 26.00-acre tract, for an angle point of this here in described tract of land;

THENCE S 01°53'55" W with the West line of said 26.00-acre tract and generally with a fence a distance of 1041.31' to a 1/2" with cap set in the called South line of the NE/4 at the called NE corner of a Called 86-acre tract described as Tract 4 in a Correction Warranty Deed filed April 17, 2013 in Volume 1326, P. 157 Official Public Record, Howard County, Texas, for the SE corner of this herein described tract of land

THENCE S 75°16'21" W with the called North line of said 86-acre tract, called South line of the NE/4 of Section 9 a distance of 1845.44' to a 1/2" I.R. with cap set in the called North line of said 86-acre tract, called South line of the NE/4 of Section at the called SE corner of a tract of land described as Tract No. 2 "N/W4 of Section 9" in a General Warranty Deed filed on March 5, 2015 in Volume 1443, Page 125 of the Official Public Record, Howard County, Texas, for the SW corner of this herein described tract of land.

THENCE N 14°45'56" W with the called East line of said Tract No. 2, called West line of the NE/4 of Section 9, a distance of 1324.60' to a 1/2" I.R. with cap set in the called East line of said Tract No. 2, called West line of the NE/4 of Section 9, at the SW corner of said 65.77-acre tract for the NW corner of this herein described tract of land;

THENCE N 75°16'00" W with the South line of said 65.77-acre tract a distance of 2144.23' to the POINT OF BEGINNING.

Basis of bearing is the North line of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County Texas

Containing 61.81 acres of land.

*Garrett M. Bradshaw*

Garrett M. Bradshaw  
Registered Professional Land Surveyor  
No. 6757



23120409



## ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the **CITY OF BIG SPRING, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the “City”) and **BIG SPRING ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as the “Owner”). The City and Owner may hereafter be referred to collectively as the “Parties” or, individually, as a “Party.”

**WHEREAS**, Owner owns certain real property (hereinafter referred to as the “Property”) in Howard County, Texas, which is particularly described and/or depicted in *Exhibit A*, which is attached hereto and is incorporated herein for all purposes; and

**WHEREAS**, the Property lies wholly within the City’s extraterritorial jurisdiction (hereinafter referred to as the “ETJ”); and

**WHEREAS**, the City and Owner agree the Property is contiguous to the City’s corporate limits; and

**WHEREAS**, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended; and

**WHEREAS**, Sections 43.067 to 43.0673 of the Texas Local Government Code provides the process to annex property on request of the property owner; and

**WHEREAS**, Section 43.0672 of the Texas Local Government Code provide that “(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement”; and

**WHEREAS**, the City desires to enter into this Agreement with Owner concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, the City and Owner acknowledge that this Agreement is binding upon the City and Owner and their respective successors and assigns for the term of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the Real Property Records of Howard County, Texas.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby



acknowledged, City and Owner agree as follows:

#### **SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

#### **SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein. This Agreement is intended to run with the Property, and shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.

#### **SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapter 43 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Big Spring, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City’s address is 310 Nolan Street, Big Spring, Texas 79720.
- (d) **Effective Date.** The words “Effective Date” of this Agreement shall be the date of the later to execute this Agreement by Owner and City.
- (e) **ETJ.** The term “ETJ” refers to the City’s extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Owner.** The word “Owner” means Big Spring Economic Development Corporation , and their heirs, successors and assigns, whose address for the purposes of this Agreement is 215 W. 3<sup>rd</sup> St, Big Spring, Texas, 79720.
- (h) **Property.** The word “Property” means the approximately 127 -acre tract of land located within the Howard County, Texas, as more particularly described and or depicted in ***Exhibit A*** of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.



#### **SECTION 4. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.**

In accordance with Section 43.0672 of the Act, the City will provide the following services to the Property after its annexation into the corporate limits of the City:

(a) Police Protection:

- (1) Police personnel and equipment from the City's Police Department shall be provided to the Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Property.
- (2) As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish the Property with the level of police services consistent with the characteristics of topography, land utilization and population density of other areas of the City.
- (3) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the City limits.

(b) Fire Protection / Emergency Medical Services:

- (1) Fire protection and Emergency Medical Services (EMS) from the City shall be provided to the Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Property.
- (2) As development commences on the Property, sufficient fire protection and EMS, including personnel and equipment will be provided to furnish the Property with the level of services consistent with the characteristics of topography, land utilization and population density of other areas of the City. It is anticipated that fire stations planned to serve areas currently within the City will be sufficient to serve the Property.
- (3) Upon ultimate development, fire protection and EMS will be provided at a level consistent with other similarly situated areas within the City limits.

(c) Fire Prevention:

The services of the City's Fire Department shall be provided to the Property on the effective date of the annexation of the Property.

(d) Solid Waste Collection:



- (1) Solid waste collection shall be provided to the areas annexed upon request on the effective date of the annexation of the Property. The collection of refuse from individual properties shall be made in accordance with the usual solid waste scheduling.
  - (2) As development commences in these areas, sufficient solid waste collection will be provided to furnish the level of services consistent with the characteristics of topography, land utilization, and population density of other areas of the City.
  - (3) Upon ultimate development, solid waste collection will be provided at a level consistent with other similarly situated within the City limits.
- (e) Water Service (to be provided only in those areas that are not within the service area of another water or wastewater utility):
- (1) Connection to existing City water mains for water service will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances.
  - (2) As development commences within these areas, water mains will be extended in accordance with the provisions of the City Code and/or other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the City.
  - (3) Water mains installed or improved to City standards within the annexed areas which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City on the effective date of the annexation of the Property.
  - (4) Maintenance of private lines will be the responsibility of the owner or occupant.
  - (5) Operation and maintenance of water facilities located on the Property that are within the service area of another water utility will be the responsibility that utility.
- (f) Sanitary Sewer Service (to be provided only in those areas that are not within the service area of another water or wastewater utility):
- (1) Connection to existing City sanitary sewer mains for sewage service will be provided in accordance with existing City policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City ordinances.
  - (2) As development commences in these areas, sanitary sewer mains will be extended in accordance with the provisions of the City Code and/or other applicable



ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

- (3) Sanitary sewer mains and lift stations installed or improved to City standards within the annexed areas which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City on the effective date of the annexation of the Property.
- (4) Operation and maintenance of wastewater facilities located on the Property that are within the service area of another water utility will be the responsibility that utility.
- (5) Operation and maintenance of private wastewater facilities located on the Property will be the responsibility of the owner.

(g) Streets:

- (1) Emergency street maintenance shall be provided for publicly dedicated streets or roads within the Property on the effective date of the annexation of the Property. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
- (2) As development commences in these areas, all publicly dedicated streets shall be constructed to current City standards. The regulations and ordinance regarding City participation, maintenance and acceptance upon completion, shall apply. Maintenance will be provided at a level consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

(h) Parks and Recreation:

- (1) Any residents within the Property may utilize all existing park and recreation facilities, on the effective date of the annexation of the Property. Fees for such usage shall be in accordance with current fees established by ordinance.
- (2) As development commences in these areas, additional park and recreation facilities shall be constructed based on park policies defined in the City's Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents of the Property.

(i) Environmental Health and Code Enforcement services:

- (1) Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles



ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of the annexation of the Property.

- (2) Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation of the Property.
- (3) As development commences in this area, the City shall provide the level of Environmental Health and Code Enforcement Services as are furnished in other similarly situated areas throughout the City.

## **SECTION 5. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Howard County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Howard County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Enforcement.** This Agreement may be enforced by either Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce



the provisions of this Agreement thereafter.

- (h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:
  - if to City: City of Big Spring, Texas  
310 Nolan Street  
Big Spring, Texas 79720  
Attn: Todd Darden  
Telephone: 432-264-2401
  - if to Owner: Big Spring Economic Development Corporation  
215 W 3<sup>rd</sup> St  
Big Spring, Texas 79720  
Attn: Mark Willis  
Telephone: 432-264-6032
- (k) **Recording.** This Agreement is intended to run with the Property, and upon execution by the Parties shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.
- (l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (m) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.



- (n) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (o) **Written Disclosures.** The written disclosures contained in Exhibit X attached hereto are hereby incorporated into this Agreement for all intents and purposes.

**[The Remainder of this Page Intentionally Left Blank]**



**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed.

**CITY:**

**CITY OF BIG SPRING, TEXAS,**  
A Texas home-rule municipality,

By: \_\_\_\_\_  
Todd Darden, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
, City Secretary

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF HOWARD**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Todd Darden, City Manager of the City of Big Spring, Texas, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas



**OWNER: Big Spring Economic Development Corporation**

By: \_\_\_\_\_

Mark Willis, Executive Director

Date: \_\_\_\_\_

**STATE OF TEXAS**

§

§

**COUNTY OF HOWARD**

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_  
, 2025, by \_\_\_\_\_ .

\_\_\_\_\_  
Notary Public, State of Texas

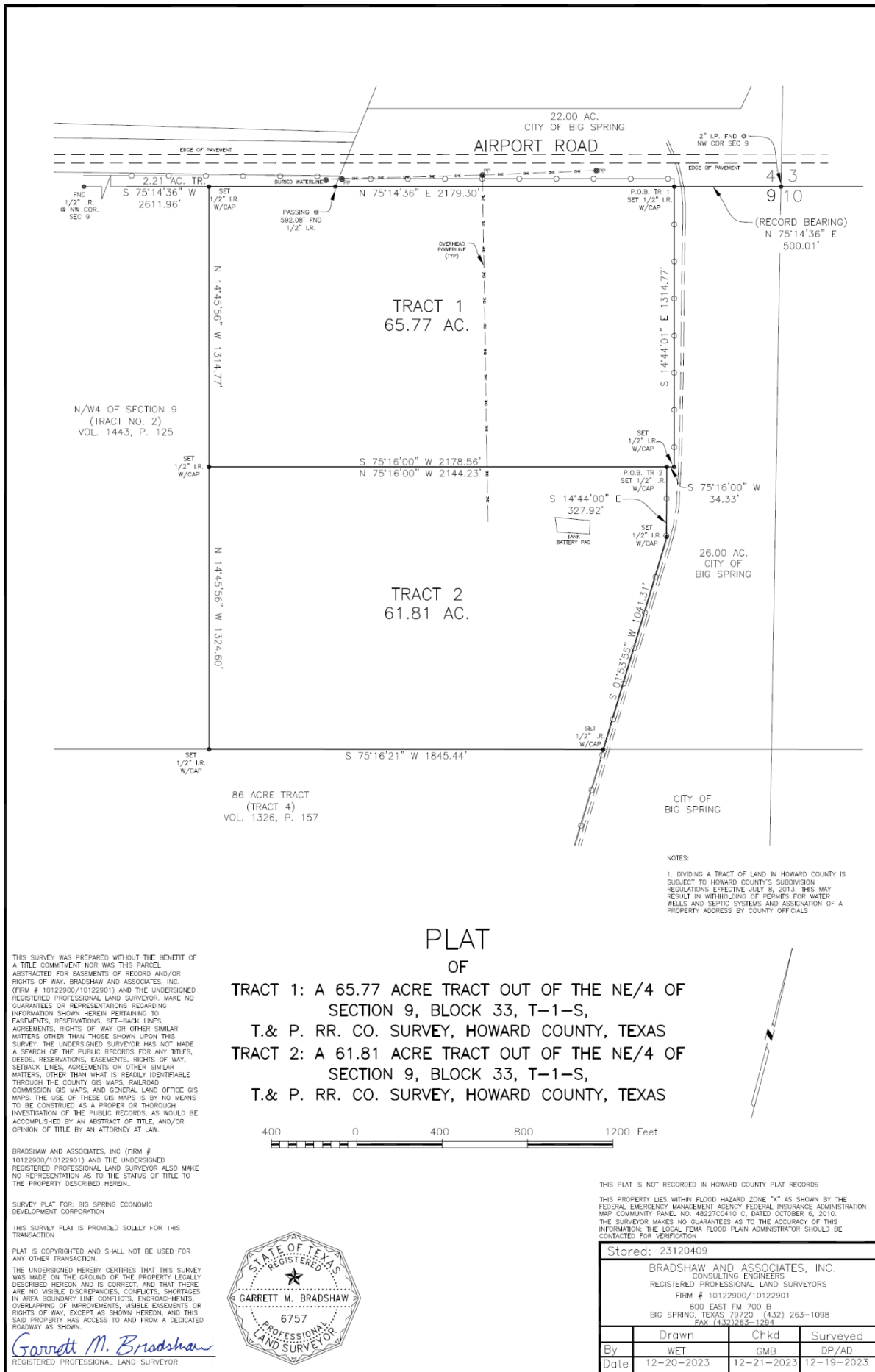


***Exhibit A***

Legal Description  
Approximately 127 -Acres of Land

The surface only of the following described real property:  
The surface only of the 65.77-acre tract and 61.81-acre tract of land out of the NE/4 of Section 9,  
Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas,  
and as further described and/or depicted as attached hereto:







***Bradshaw and Associates, Inc.***  
***Surveying/Engineering***  
**2112 Scurry Street, Big Spring, Texas, 79720**  
**432-263-1098      Fax 432-263-1294**

December 21, 2023

**65.77 ACRE TRACT  
TRACT 1**

Being a 65.77-acre tract of land, second called tract of land described as a 64.85- acre tract of land in a Special Warranty Deed Filed on September 28, 2020, in Volume 1944, Page 795 of the Official Public Record, Howard County, Texas, and all out of the NE/4 of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas and being more particularly described by metes and bounds below:

BEGINNING at a 1/2" I.R. with cap set in the North line of said Section 9, South line of a 22.00-acre tract of land, at the NW corner of a 26.00-acre tract of land, for the NE corner of this herein described tract of land, from which a 2" I.P. found at the NE corner of said Section 9 bears N 75°14'36" E (record bearing) 500.01';

THENCE S 14°44'01" E with the West line of said 26.00-acre tract and generally with a fence a distance of 1314.77' to a 1/2" I.R. with cap set at an interior corner of said 26.00-acre tract, for the SE corner of this here in described tract of land;

THENCE S 75°16'00" W with a North line of said 26.00-acre tract passing at 34.33' a 1/2" I.R. with cap set at the NE corner of a 61.81-acre tract of land surveyed this same date continuing with the North line of said 61.81-acre tract a total distance of 2178.56' to a 1/2" I.R. with cap set in the called West line of the NE/4 of said Section 9 East line of a tract of land described as Tract No. 2 "N/W4 of Section 9" in a General Warranty Deed filed on March 5, 2015 in Volume 1443, Page 125 of the Official Public Record, Howard County, Texas, for the SW corner of this herein described tract of land;

THENCE N 14°45'56" W with the called West line of the NE/4, East line of said called Tract No. 2 a distance of 1314.77' to a 1/2" I.R. with cap set in the South line of a 2.21-acre tract of land, at the called NE corner of said Tract No. 2, from which a 1/2" I.R. found at the NW corner of said Section 9 bears S 75°14'36" W 2611.96';

THENCE N 75°14'36" E with the North line of said Section 9, South line of said 2.21-acre tract passing at 592.08' a 1/2" I.R. found at the SE corner of said 2.21-acre tract continuing a total distance of 2179.30' to the POINT of BEGINNING.

Basis of bearing is the North line of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County Texas

Containing 65.77 acres of land.



**61.81 ACRE TRACT  
TRACT 2**

Being a 61.81-acre tract of land, first called tract of land described as a 62.62- acre tract of land in a Special Warranty Deed filed on September 28, 2020, in Volume 1944, Page 795 of the Official Public Record, Howard County, Texas, and all out of the NE/4 of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas and being more particularly described by metes and bounds below:

BEGINNING at a 1/2" I.R. with cap set at an exterior corner of a 26.00-acre tract of land in the South line of a 65.77-acre tract of land surveyed this same date, for the NE corner of this herein described tract of land from which the NE corner of said Section 9 bears, N 75°16'00" E 34.33', N 14°44'01" W 1314.77', N 75°14'36" E (record bearing) 500.01';

THENCE S 14°44'00" E with the West line of said 26.00-acre tract and generally with a fence a distance of 327.92' to a 1/2" I.R. with cap set at an angle point of said 26.00-acre tract, for an angle point of this here in described tract of land;

THENCE S 01°53'55" W with the West line of said 26.00-acre tract and generally with a fence a distance of 1041.31' to a 1/2" with cap set in the called South line of the NE/4 at the called NE corner of a Called 86-acre tract described as Tract 4 in a Correction Warranty Deed filed April 17, 2013 in Volume 1326, P. 157 Official Public Record, Howard County, Texas, for the SE corner of this herein described tract of land

THENCE S 75°16'21" W with the called North line of said 86-acre tract, called South line of the NE/4 of Section 9 a distance of 1845.44' to a 1/2" I.R. with cap set in the called North line of said 86-acre tract, called South line of the NE/4 of Section 9 at the called SE corner of a tract of land described as Tract No. 2 "N/W4 of Section 9" in a General Warranty Deed filed on March 5, 2015 in Volume 1443, Page 125 of the Official Public Record, Howard County, Texas, for the SW corner of this herein described tract of land.

THENCE N 14°45'56" W with the called East line of said Tract No. 2, called West line of the NE/4 of Section 9, a distance of 1324.60' to a 1/2" I.R. with cap set in the called East line of said Tract No. 2, called West line of the NE/4 of Section 9, at the SW corner of said 65.77-acre tract for the NW corner of this herein described tract of land;

THENCE N 75°16'00" W with the South line of said 65.77-acre tract a distance of 2144.23' to the POINT OF BEGINNING.

Basis of bearing is the North line of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County Texas

Containing 61.81 acres of land.

Garrett M. Bradshaw

Garrett M. Bradshaw  
Registered Professional Land Surveyor  
No. 6757



23120409



*Exhibit X*

**WRITTEN DISCLOSURES**

Pursuant to Section 43.005 and Section 212.172(b-1) of the Texas Local Government Code, the City of Big Spring (the “**City**” herein) hereby makes, and Big Spring Economic Development Corporation (the “**Owner**” herein) hereby warrants and covenants that it has received, acknowledged, and agreed to, the written disclosures so stated hereunder in this Exhibit X to the ANNEXATION AGREEMENT (the “**Agreement**”). The term “Owner” includes all owners of the Property.

In accordance with Section 212.172(b)(7) and Section 212.172(b-1)(1) of the Texas Local Government Code, the Owner hereby warrants and agrees that it has entered into the Agreement voluntarily and has consented, pursuant to the provisions of Chapter 43 and Section 212.172(b-1)(4) of the Texas Local Government Code, to the annexation of the Property as a whole in accordance with and by the terms of the Agreement.

As required under Section 212.172, Texas Local Government Code, the parties hereto hereby acknowledge that, upon petition of the Owner by the terms of the Agreement and in accordance with Subchapter C-3 of Chapter 43, Texas Local Government Code, the City shall be authorized to annex the Property pursuant to Section 43.0671 of the Texas Local Government Code and in accordance with the Agreement.

Owner hereby waives any requirement in Chapter 43 related to procedures or service provision and hereby consents to the procedures and provision of municipal services as provided under the Agreement. Owner further waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, except as stated in the Agreement, that would otherwise exist by virtue of any actions taken by Owner in violation of this Agreement.

Except as specified herein and as permitted by applicable law, the City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

Except as specifically required by law, the City does not waive immunity from suit and 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.

The Agreement shall run with the Property and be recorded in the real property records of Howard County, Texas.

**OWNER**

**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION,**



Sign: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## ANNEXATION AGREEMENT

This Annexation Agreement (hereinafter referred to as the "Agreement") is entered into pursuant to Section 43.0672(a) of the Texas Local Government Code, as amended, by and between the **CITY OF BIG SPRING, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City") and **BIG SPRING ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as the "Owner"). The City and Owner may hereafter be referred to collectively as the "Parties" or, individually, as a "Party."

**WHEREAS**, Owner owns certain real property (hereinafter referred to as the "Property") in Howard County, Texas, which is particularly described and/or depicted in *Exhibit A*, which is attached hereto and is incorporated herein for all purposes; and

**WHEREAS**, the Property lies wholly within the City's extraterritorial jurisdiction (hereinafter referred to as the "ETJ"); and

**WHEREAS**, the City and Owner agree the Property is contiguous to the City's corporate limits; and

**WHEREAS**, the City and Owner desire to annex the Property in accordance with Chapter 43 of the Texas Local Government Code, as amended; and

**WHEREAS**, Sections 43.067 to 43.0673 of the Texas Local Government Code provides the process to annex property on request of the property owner; and

**WHEREAS**, Section 43.0672 of the Texas Local Government Code provide that "(a) The governing body of the municipality that elects to annex an area under this subchapter must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area. (b) The agreement must include: (1) a list of each service the municipality will provide on the effective date of the annexation; and (2) a schedule that includes the period within which the municipality will provide each service that is not provided on the effective date of the annexation. (c) The municipality is not required to provide a service that is not included in the agreement"; and

**WHEREAS**, the City desires to enter into this Agreement with Owner concerning the services to be provided to the Property in accordance with Section 43.0672 of the Texas Local Government Code; and

**WHEREAS**, the City and Owner acknowledge that this Agreement is binding upon the City and Owner and their respective successors and assigns for the term of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the Real Property Records of Howard County, Texas.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby



acknowledged, City and Owner agree as follows:

#### **SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

#### **SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein. This Agreement is intended to run with the Property, and shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.

#### **SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapter 43 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Annexation Agreement, authorized by Section 43.0672 of the Act, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **City.** The word “City” means the City of Big Spring, Texas, a Texas home-rule municipality. For the purposes of this Agreement, City’s address is 310 Nolan Street, Big Spring, Texas 79720.
- (d) **Effective Date.** The words “Effective Date” of this Agreement shall be the date of the later to execute this Agreement by Owner and City.
- (e) **ETJ.** The term “ETJ” refers to the City’s extraterritorial jurisdiction as authorized by Chapter 42 of the Texas Local Government Code, as amended.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Owner.** The word “Owner” means Big Spring Economic Development Corporation , and their heirs, successors and assigns, whose address for the purposes of this Agreement is 215 W. 3<sup>rd</sup> St, Big Spring, Texas, 79720.
- (h) **Property.** The word “Property” means the approximately 127 -acre tract of land located within the Howard County, Texas, as more particularly described and or depicted in *Exhibit A* of this Agreement, which is attached hereto and incorporated herein for all purposes.
- (i) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.



#### **SECTION 4. LIST OF SERVICES TO BE PROVIDED TO THE PROPERTY.**

In accordance with Section 43.0672 of the Act, the City will provide the following services to the Property after its annexation into the corporate limits of the City:

(a) Police Protection:

- (1) Police personnel and equipment from the City's Police Department shall be provided to the Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Property.
- (2) As development commences on the Property, sufficient police protection, including personnel and equipment will be provided to furnish the Property with the level of police services consistent with the characteristics of topography, land utilization and population density of other areas of the City.
- (3) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the City limits.

(b) Fire Protection / Emergency Medical Services:

- (1) Fire protection and Emergency Medical Services (EMS) from the City shall be provided to the Property, at a level consistent with current methods and procedures presently provided to similar areas, on the effective date of the annexation of the Property.
- (2) As development commences on the Property, sufficient fire protection and EMS, including personnel and equipment will be provided to furnish the Property with the level of services consistent with the characteristics of topography, land utilization and population density of other areas of the City. It is anticipated that fire stations planned to serve areas currently within the City will be sufficient to serve the Property.
- (3) Upon ultimate development, fire protection and EMS will be provided at a level consistent with other similarly situated areas within the City limits.

(c) Fire Prevention:

The services of the City's Fire Department shall be provided to the Property on the effective date of the annexation of the Property.

(d) Solid Waste Collection:



- (1) Solid waste collection shall be provided to the areas annexed upon request on the effective date of the annexation of the Property. The collection of refuse from individual properties shall be made in accordance with the usual solid waste scheduling.
  - (2) As development commences in these areas, sufficient solid waste collection will be provided to furnish the level of services consistent with the characteristics of topography, land utilization, and population density of other areas of the City.
  - (3) Upon ultimate development, solid waste collection will be provided at a level consistent with other similarly situated within the City limits.
- (e) Water Service (to be provided only in those areas that are not within the service area of another water or wastewater utility):
- (1) Connection to existing City water mains for water service will be provided in accordance with existing City policies. Upon connection to existing mains, water will be provided at rates established by City ordinances.
  - (2) As development commences within these areas, water mains will be extended in accordance with the provisions of the City Code and/or other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the City.
  - (3) Water mains installed or improved to City standards within the annexed areas which are located within dedicated easements, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City on the effective date of the annexation of the Property.
  - (4) Maintenance of private lines will be the responsibility of the owner or occupant.
  - (5) Operation and maintenance of water facilities located on the Property that are within the service area of another water utility will be the responsibility that utility.
- (f) Sanitary Sewer Service (to be provided only in those areas that are not within the service area of another water or wastewater utility):
- (1) Connection to existing City sanitary sewer mains for sewage service will be provided in accordance with existing City policies. Upon connection to existing mains, sanitary sewer collection will be provided at rates established by City ordinances.
  - (2) As development commences in these areas, sanitary sewer mains will be extended in accordance with the provisions of the City Code and/or other applicable



ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable City ordinances and regulations. Capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

- (3) Sanitary sewer mains and lift stations installed or improved to City standards within the annexed areas which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Engineer, shall be maintained by the City on the effective date of the annexation of the Property.
- (4) Operation and maintenance of wastewater facilities located on the Property that are within the service area of another water utility will be the responsibility that utility.
- (5) Operation and maintenance of private wastewater facilities located on the Property will be the responsibility of the owner.

(g) Streets:

- (1) Emergency street maintenance shall be provided for publicly dedicated streets or roads within the Property on the effective date of the annexation of the Property. Routine maintenance will be scheduled as part of the City's annual street maintenance program in accordance with the then current policies and procedures defined by ordinance.
- (2) As development commences in these areas, all publicly dedicated streets shall be constructed to current City standards. The regulations and ordinance regarding City participation, maintenance and acceptance upon completion, shall apply. Maintenance will be provided at a level consistent with the characteristics of topography, land utilization, and population density of other areas of the City.

(h) Parks and Recreation:

- (1) Any residents within the Property may utilize all existing park and recreation facilities, on the effective date of the annexation of the Property. Fees for such usage shall be in accordance with current fees established by ordinance.
- (2) As development commences in these areas, additional park and recreation facilities shall be constructed based on park policies defined in the City's Master Plan. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents of the Property.

(i) Environmental Health and Code Enforcement services:

- (1) Enforcement of current environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicles



ordinances and animal control ordinances, shall begin within these areas within sixty (60) days of the effective date of the annexation of the Property.

- (2) Inspection services, including but not limited to, the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical, and electrical work to ensure compliance with City codes and ordinances will be provided within sixty (60) days of the effective date of the annexation of the Property.
- (3) As development commences in this area, the City shall provide the level of Environmental Health and Code Enforcement Services as are furnished in other similarly situated areas throughout the City.

## **SECTION 5. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Howard County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Howard County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. City warrants and represents that the individual executing this Agreement on behalf of City has full authority to execute this Agreement and bind City to the same. Owner warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Enforcement.** This Agreement may be enforced by either Owner or the City by any proceeding at law or in equity. Failure to do so shall not be deemed a waiver to enforce



the provisions of this Agreement thereafter.

- (h) **Entire Agreement.** This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.
- (i) **Force Majeure.** It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, fire or other casualty, or court injunction, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such party was delayed.
- (j) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the “Notice”) is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested. The parties agree to keep the other party or parties informed of their address at all times during the Term of this Agreement. The Notices shall be addressed as follows:

if to City: City of Big Spring, Texas  
310 Nolan Street  
Big Spring, Texas 79720  
Attn: Todd Darden  
Telephone: 432-264-2401

|              |                                                                                                                                                    |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| if to Owner: | Big Spring Economic Development Corporation<br>215 W 3 <sup>rd</sup> St<br>Big Spring, Texas 79720<br>Attn: Mark Willis<br>Telephone: 432-264-6032 |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------|

- (k) **Recording.** This Agreement is intended to run with the Property, and upon execution by the Parties shall be recorded in the deed records of Howard County, Texas, and shall be binding upon the Property.
- (l) **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- (m) **Sovereign Immunity.** No party hereto waives any statutory or common law right to sovereign immunity by virtue of its execution hereof.



- (n) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (o) **Written Disclosures.** The written disclosures contained in Exhibit X attached hereto are hereby incorporated into this Agreement for all intents and purposes.

**[The Remainder of this Page Intentionally Left Blank]**



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

**CITY:**

**CITY OF BIG SPRING, TEXAS,**  
A Texas home-rule municipality,

By: \_\_\_\_\_  
Todd Darden, City Manager

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
, City Secretary

**STATE OF TEXAS**

§

**COUNTY OF HOWARD**

§

§

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2025, by Todd Darden, City Manager of the City of Big Spring, Texas, a Texas home-rule municipality, on behalf of said municipality.

\_\_\_\_\_  
Notary Public, State of Texas



**OWNER: Big Spring Economic Development Corporation**

By: Mark Willis

Mark Willis, Executive Director

Date: 7-15-25

STATE OF TEXAS

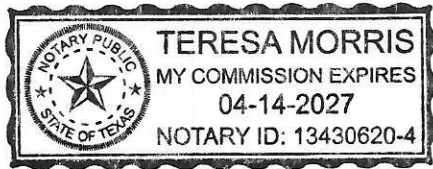
§

COUNTY OF HOWARD

§

§

This instrument was acknowledged before me on the 7<sup>th</sup> day of July, 2025, by Teresa Morris.



Teresa Morris  
Notary Public, State of Texas



***Exhibit A***

Legal Description  
Approximately 127 -Acres of Land

The surface only of the following described real property:  
The surface only of the 65.77-acre tract and 61.81-acre tract of land out of the NE/4 of Section 9,  
Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas,  
and as further described and/or depicted as attached hereto:







**Bradshaw and Associates, Inc.**  
*Surveying/Engineering*  
2112 Scurry Street, Big Spring, Texas, 79720  
432-263-1098 Fax 432-263-1294

December 21, 2023

**65.77 ACRE TRACT  
TRACT 1**

Being a 65.77-acre tract of land, second called tract of land described as a 64.85-acre tract of land in a Special Warranty Deed Filed on September 28, 2020, in Volume 1944, Page 795 of the Official Public Record, Howard County, Texas, and all out of the NE/4 of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas and being more particularly described by metes and bounds below:

BEGINNING at a 1/2" I.R. with cap set in the North line of said Section 9, South line of a 22.00-acre tract of land, at the NW corner of a 26.00-acre tract of land, for the NE corner of this herein described tract of land, from which a 2" I.P. found at the NE corner of said Section 9 bears N 75°14'36" E (record bearing) 500.01';

THENCE S 14°44'01" E with the West line of said 26.00-acre tract and generally with a fence a distance of 1314.77' to a 1/2" I.R. with cap set at an interior corner of said 26.00-acre tract, for the SE corner of this here in described tract of land;

THENCE S 75°16'00" W with a North line of said 26.00-acre tract passing at 34.33' a 1/2" I.R. with cap set at the NE corner of a 61.81-acre tract of land surveyed this same date continuing with the North line of said 61.81-acre tract a total distance of 2178.56' to a 1/2" I.R. with cap set in the called West line of the NE/4 of said Section 9 East line of a tract of land described as Tract No. 2 "N/W4 of Section 9" in a General Warranty Deed filed on March 5, 2015 in Volume 1443, Page 125 of the Official Public Record, Howard County, Texas, for the SW corner of this herein described tract of land;

THENCE N 14°45'56" W with the called West line of the NE/4, East line of said called Tract No. 2 a distance of 1314.77' to a 1/2" I.R. with cap set in the South line of a 2.21-acre tract of land, at the called NE corner of said Tract No. 2, from which a 1/2" I.R. found at the NW corner of said Section 9 bears S 75°14'36" W 2611.96';

THENCE N 75°14'36" E with the North line of said Section 9, South line of said 2.21-acre tract passing at 592.08' a 1/2" I.R. found at the SE corner of said 2.21-acre tract continuing a total distance of 2179.30' to the POINT of BEGINNING.

Basis of bearing is the North line of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County Texas

Containing 65.77 acres of land.



**61.81 ACRE TRACT  
TRACT 2**

Being a 61.81-acre tract of land, first called tract of land described as a 62.62- acre tract of land in a Special Warranty Deed filed on September 28, 2020, in Volume 1944, Page 795 of the Official Public Record, Howard County, Texas, and all out of the NE/4 of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County, Texas and being more particularly described by metes and bounds below:

BEGINNING at a 1/2" I.R. with cap set at an exterior corner of a 26.00-acre tract of land in the South line of a 65.77-acre tract of land surveyed this same date, for the NE corner of this herein described tract of land form which the NE corner of said Section 9 bears, N 75°16'00" E 34.33', N 14°44'01" W 1314.77', N 75°14'36" E (record bearing) 500.01';

THENCE S 14°44'00" E with the West line of said 26.00-acre tract and generally with a fence a distance of 327.92' to a 1/2" I.R. with cap set at an angle point of said 26.00-acre tract, for an angle point of this here in described tract of land;

THENCE S 01°53'55" W with the West line of said 26.00-acr tract and generally with a fence a distance of 1041.31' to a 1/2" with cap set in the called South line of the NE/4 at the called NE corner of a Called 86-acre tract described as Tract 4 in a Correction Warranty Deed filed April 17, 2013 in Volume 1326, P. 157 Official Public Record, Howard County, Texas, for the SE corner of this herein described tract of land

THENCE S 75°16'21" W with the called North line of said 86-acre tract, called South line of the NE/4 of Section 9 a distance of 1845.44' to a 1/2" I.R. with cap set in the called North line of said 86-acre tract, called South line of the NE/4 of Section at the called SE corner of a tract of land described as Tract No. 2 "N/W4 of Section 9" in a General Warranty Deed filed on March 5, 2015 in Volume 1443, Page 125 of the Official Public Record, Howard County, Texas, for the SW corner of this herein described tract of land.

THENCE N 14°45'56 W with the called East line of said Tract No. 2, called West line of the NE/4 of Section 9, a distance of 1324.60' to a 1/2" I.R. with cap set in the called East line of said Tract No. 2, called West line of the NE/4 of Section 9, at the SW corner of said 65.77-acre tract for the NW corner of this herein described tract of land;

THENCE N 75°16'00" W with the South line of said 65.77-acre tract a distance of 2144.23' to the POINT OF BEGINNING.

Basis of bearing is the North line of Section 9, Block 33, T-1-S, T&P RR. Co. Survey, Howard County Texas

Containing 61.81 acres of land.

*Garrett M. Bradshaw*

Garrett M. Bradshaw  
Registered Professional Land Surveyor  
No. 6757



23120409



*Exhibit X*

**WRITTEN DISCLOSURES**

Pursuant to Section 43.005 and Section 212.172(b-1) of the Texas Local Government Code, the City of Big Spring (the “**City**” herein) hereby makes, and Big Spring Economic Development Corporation (the “**Owner**” herein) hereby warrants and covenants that it has received, acknowledged, and agreed to, the written disclosures so stated hereunder in this Exhibit X to the ANNEXATION AGREEMENT (the “**Agreement**”). The term “Owner” includes all owners of the Property.

In accordance with Section 212.172(b)(7) and Section 212.172(b-1)(1) of the Texas Local Government Code, the Owner hereby warrants and agrees that it has entered into the Agreement voluntarily and has consented, pursuant to the provisions of Chapter 43 and Section 212.172(b-1)(4) of the Texas Local Government Code, to the annexation of the Property as a whole in accordance with and by the terms of the Agreement.

As required under Section 212.172, Texas Local Government Code, the parties hereto hereby acknowledge that, upon petition of the Owner by the terms of the Agreement and in accordance with Subchapter C-3 of Chapter 43, Texas Local Government Code, the City shall be authorized to annex the Property pursuant to Section 43.0671 of the Texas Local Government Code and in accordance with the Agreement.

Owner hereby waives any requirement in Chapter 43 related to procedures or service provision and hereby consents to the procedures and provision of municipal services as provided under the Agreement. Owner further waives any and all vested rights and claims that they may have under Section 43.002(a)(2) and Chapter 245 of the Texas Local Government Code, except as stated in the Agreement, that would otherwise exist by virtue of any actions taken by Owner in violation of this Agreement.

Except as specified herein and as permitted by applicable law, the City of Big Spring expressly retains all rights and benefits of governmental immunity from liability and suit for damages in accordance with: Title 5, Texas Civil Practice and Remedies Code; Subchapter I, Chapter 271, Texas Local Government Code; and any other law, if applicable.

Except as specifically required by law, the City does not waive immunity from suit and 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.

The Agreement shall run with the Property and be recorded in the real property records of Howard County, Texas.

**OWNER**

**BIG SPRING ECONOMIC DEVELOPMENT CORPORATION,**



Sign: Mark J. Willis

Name: Mark J. Willis

Title: Exec Director

Date: 7-15-20





**JANSEN ADJUSTERS INTERNATIONAL, LLC**

PROFESSIONAL LOSS CONSULTANTS  
922 West Greens Road, Houston, Texas 77067  
Office (281) 873-8700 Toll-Free (800) 526-7361  
Fax (281) 872-1715 [www.jansenai.com](http://www.jansenai.com)

## Public Insurance Adjuster Agreement

The Insured(s) **City of Big Springs** hereby authorize and retain **Jansen Adjusters International, LLC**, to assist in the preparation, presentation and adjustment of all applicable claims for the loss damaged by **hail** sustained on or about **June 28, 2025** at **310 Nolan Street, Big Springs, Texas 79720**.

I/We agree to pay and assign to Jansen Adjusters International, LLC as a commission for their services at **six percent (6%)** of the amount adjusted or otherwise recovered on account of said loss. (The total commission payable to the public insurance adjuster, including expenses, direct costs or any other costs accrued by the public insurance adjuster, must not exceed 10% of the amount of the insurance settlement.)

**NOTICE: THE INSURED MAY CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE PUBLIC INSURANCE ADJUSTER WITHIN 72 HOURS OF SIGNATURE FOR ANY REASON. (Notice of cancellation and all communications to the public insurance adjuster can be delivered to the address on the contract.)**

**WE REPRESENT THE INSURED ONLY. and**

**NOTICE: YOU ARE ENTERING INTO A SERVICE CONTRACT. YOU ARE BEING CHARGED A FEE FOR THIS SERVICE. YOU DO NOT HAVE TO ENTER INTO THIS CONTRACT TO MAKE A CLAIM FOR LOSS OR DAMAGE ON A POLICY OF INSURANCE.**

If the insurance carrier pays or commits in writing to pay to the insured the policy limits of the insurance policy under Insurance Code Article 6.13 or §862.053 within 72 hours of the loss being reported to the insurer, the public insurance adjuster is not entitled to compensation based on a percentage of the insurance settlement, but is entitled to reasonable compensation for the public insurance adjusters' time and expenses provided to the insured before the claim was paid or the written commitment to pay was received.

**NOTICE:** A public insurance adjuster may not participate directly or indirectly in the reconstruction, repair, or restoration of damaged property that is the subject of a claim adjusted by the public insurance adjuster or engage in any other activities that may reasonably be construed as presenting a conflict of interest, including soliciting or accepting any remuneration from, or having a financial interest in, any salvage firm, repair firm, or other firm that obtains business in connection with any claim the public insurance adjuster has a contract or agreement to adjust.

**IMPORTANT NOTICE:** You may contact the Texas Department of Insurance to get information about public insurance adjusters, your rights as a consumer, or information about how to file a complaint by calling 1-800-252-3439 or you may write the Texas Department of Insurance, at PO Box 149104, Austin, Texas 78714-9104, or contact the department via Fax 512-475-1771.

**ADVISOR IMPORTANTE:** Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca ajustadores publicos de seguros, sus derechos como consumidor, o informacion sobre como presentar una queja llamando 1-800-252-3439; o puede escribir al Departamento de Seguros de Texas, en PO Box 149104, Austin, Texas 78714-9104, o comuniquese con el departamento a traves de Fax 512-475-1771.

Agreed and accepted this **17** day of **July** 2025 at **2:30 pm** o'clock.

### INSURED/POLICY HOLDER:

BY: **Andrew W. Hagan**

Printed name of Insured/Policyholder or Authorized Agent

Signature of Insured/Policyholder or Authorized Agent

310 Nolan St., Big Springs, Tx 79720

Mailing Address

[shagen@mybigspring.com](mailto:shagen@mybigspring.com)

Email

432-264-2404

Telephone

### JANSEN ADJUSTERS INTERNATIONAL, LLC

BY: **Matt Aldrich #2494585**

Printed name of Public Insurance Adjuster Public Adjuster License Number

Signature of Public Insurance Adjuster

**Jansen Adjusters International, LLC License# 2160337**

Public Insurance Adjuster Employer Number

**922 W. Greens Road, Houston, Texas 77067**

Address

**281-873-8700**

Telephone

**281-872-1715**

Fax

[maldrich@jansenai.com](mailto:maldrich@jansenai.com)

Email





**JANSEN ADJUSTERS INTERNATIONAL, LLC**

PROFESSIONAL LOSS CONSULTANTS  
922 West Greens Road, Houston, Texas 77067  
Office (281) 873-8700 Toll-Free (800) 526-7361  
Fax (281) 872-1715 [www.jansenai.com](http://www.jansenai.com)

## Public Insurance Adjuster Agreement

The Insured(s) **City of Big Springs** hereby authorize and retain **Jansen Adjusters International, LLC**, to assist in the preparation, presentation and adjustment of all applicable claims for the loss damaged by **hail** sustained on or about **June 28, 2025** at **310 Nolan Street, Big Springs, Texas 79720**.

I/We agree to pay and assign to Jansen Adjusters International, LLC as a commission for their services, **(as agreed)** of the amount adjusted or otherwise recovered on account of said loss. (The total commission payable to the public insurance adjuster, including expenses, direct costs or any other costs accrued by the public insurance adjuster, must not exceed 10% of the amount of the insurance settlement.)

**NOTICE: THE INSURED MAY CANCEL THIS CONTRACT BY WRITTEN NOTICE TO THE PUBLIC INSURANCE ADJUSTER WITHIN 72 HOURS OF SIGNATURE FOR ANY REASON. (Notice of cancellation and all communications to the public insurance adjuster can be delivered to the address on the contract.)**

**WE REPRESENT THE INSURED ONLY. and**

**NOTICE: YOU ARE ENTERING INTO A SERVICE CONTRACT. YOU ARE BEING CHARGED A FEE FOR THIS SERVICE. YOU DO NOT HAVE TO ENTER INTO THIS CONTRACT TO MAKE A CLAIM FOR LOSS OR DAMAGE ON A POLICY OF INSURANCE.**

If the insurance carrier pays or commits in writing to pay to the insured the policy limits of the insurance policy under Insurance Code Article 6.13 or §862.053 within 72 hours of the loss being reported to the insurer, the public insurance adjuster is not entitled to compensation based on a percentage of the insurance settlement, but is entitled to reasonable compensation for the public insurance adjusters' time and expenses provided to the insured before the claim was paid or the written commitment to pay was received.

**NOTICE:** A public insurance adjuster may not participate directly or indirectly in the reconstruction, repair, or restoration of damaged property that is the subject of a claim adjusted by the public insurance adjuster or engage in any other activities that may reasonably be construed as presenting a conflict of interest, including soliciting or accepting any remuneration from, or having a financial interest in, any salvage firm, repair firm, or other firm that obtains business in connection with any claim the public insurance adjuster has a contract or agreement to adjust.

**IMPORTANT NOTICE:** You may contact the Texas Department of Insurance to get information about public insurance adjusters, your rights as a consumer, or information about how to file a complaint by calling 1-800-252-3439 or you may write the Texas Department of Insurance, at PO Box 149104, Austin, Texas 78714-9104, or contact the department via Fax 512-475-1771.

**ADVISOR IMPORTANTE:** Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca ajustadores publicos de seguros, sus derechos como consumidor, o informacion sobre como presentar una queja llamando 1-800-252-3439; o puede escribir al Departamento de Seguros de Texas, en PO Box 149104, Austin, Texas 78714-9104, o comuniquese con el departamento a traves de Fax 512-475-1771.

Agreed and accepted this **17** day of **July** 2025 at **2:30 pm** o'clock.

### INSURED/POLICY HOLDER:

BY: **Andrew W. Hagan**

Printed name of Insured/Policyholder or Authorized Agent

Signature of Insured/Policyholder or Authorized Agent

310 Nolan St., Big Springs, Tx 79720

Mailing Address

[shagen@mybigspring.com](mailto:shagen@mybigspring.com)

Email

432-264-2404

Telephone

### JANSEN ADJUSTERS INTERNATIONAL, LLC

BY: **Matt Aldrich #2494585**

Printed name of Public Insurance Adjuster Public Adjuster License Number

Signature of Public Insurance Adjuster

**Jansen Adjusters International, LLC License# 2160337**

Public Insurance Adjuster Employer Number

**922 W. Greens Road, Houston, Texas 77067**

Address

**281-873-8700 281-872-1715**

Telephone

Fax

[maldrich@jansenai.com](mailto:maldrich@jansenai.com)

Email



## **ADDENDUM TO THE PUBLIC INSURANCE ADJUSTER AGREEMENT**

THIS ADDENDUM to the Public Insurance Adjuster Agreement, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "**Addendum**"), is entered into by Jansen Adjusters International, LLC, a Texas limited liability company, located at 922 W. Greens Road, Houston, Texas 77067, ("**Public Insurance Adjuster**"), and City of Big Spring, a Texas municipal corporation, located at 310 Nolan Street, Big Spring, Texas 79720 ("**City**," or "**City of Big Spring**") and together with Public Insurance Adjuster, the "**Parties**," and each, a "**Party**."

WHEREAS, the City of Big Spring experienced storms with wind and hail on or about May 29, 2025 and on or about June 8, 2025, causing damage to City-owned property; and

WHEREAS, Public Insurance Adjuster has the capacity and is licensed to provide public insurance adjuster services for property claims with Texas Municipal Intergovernmental Risk Pool relating to these incidents; and

WHEREAS, the City wishes to receive, and Public Insurance Adjuster is willing and able to provide, certain said services; and

WHEREAS, Public Insurance Adjuster has proposed that certain Public Insurance Adjuster Agreement (the "**Services Contract**"), which by its terms sets out the terms and conditions for the provision of the services; and

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

WHEREAS, City desires to retain Public Insurance Adjuster to provide and Public Insurance Adjuster is willing to perform such services under the terms and conditions set forth in the Services Contract as modified and amended hereunder and subject to the terms and conditions of this Addendum; and

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

### **A. General.**

#### **A.1 Definitions.**

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

"**Agreement**" means, collectively, the Services Contract and this Addendum.

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

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



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

**"Initial Term"** means the initial term of the Agreement, which shall be effective as of July 15, 2025, and shall expire no later than July 15, 2027, unless earlier renewed.

**"Intellectual Property Rights"** means any and all rights arising in the US or any other jurisdiction throughout the world in and to (a) patents, patent disclosures, and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases, (d) trade secrets, know-how, and other confidential or proprietary information, and (e) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

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

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

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

**"Services"** means the services that Public Insurance Adjuster provides to the City under the Agreement.

#### A.2 Attached.

This Addendum is attached and incorporated into the Agreement.

#### A.3 Conflict.

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

### **B. Terms**

#### B.1 Term.

The term of the Agreement will be the Initial Term, unless terminated sooner pursuant to the Agreement.



## B.2 Consideration.

The City of Big Spring agrees to pay and assign to Jansen Adjusters International, LLC as a commission for their services at **six percent (6%)** of the amount of the settlement on account of said loss.

## B.3 Services.

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

The scope of the services will include all applicable real property claims for losses sustained by wind and hail on or about May 29, 2025 and on or about June 8, 2025, but will not include automobile claims.

## B.4 Termination for Cause.

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

- (a) Materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- (b) Becomes insolvent or admits its inability to pay its debts generally as they become due.
- (c) Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing.
- (d) Is dissolved or liquidated or takes any corporate action for such purpose.
- (e) Makes a general assignment for the benefit of creditors.
- (f) Has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

## B.5 Independent Contractor.

It is understood and acknowledged that the Services which Public Insurance Adjuster will provide to City hereunder shall be in the capacity of an independent contractor and not as an employee, agent, partner, or joint venturer of the City. Public Insurance Adjuster shall control the conditions, time, details, and means by which Public Insurance Adjuster performs the Services.



#### B.6 Fiscal matters.

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

#### B.7 No Infringement.

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

#### B.8 Authorized Representative.

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

#### B.9 Remote Access.

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

#### B.10 Additional Representations and Covenants.

- (a) Public Insurance Adjuster covenants that it will file a conflicts of interest questionnaire (available from Texas Ethics Commission web site) with City if Public Insurance Adjuster or any of its Key Company Personnel (a) has an employment or other business relationship with an Officer or an Officer's family member that results in the receipt by the Officer or family member of taxable income of more than \$2,500 in the preceding twelve months; (b) has given an Officer or an Officer's family member one or more gifts totaling more than \$100 in the preceding twelve months; or (c) if Key Company Personnel have a family relationship with an Officer.
- (b) Public Insurance Adjuster represents to City that it is not on a list prepared and maintained by the Texas Comptroller of companies doing business with Iran, Sudan, or a foreign terrorist organization (these lists are available at <https://comptroller.texas.gov/purchasing/publications/divestment.php>) unless it is a company affirmatively declared by the United States government to be excluded from the applicable federal sanctions regime.



- (c) Public Insurance Adjuster (1) represents that it does not boycott Israel, and (2) covenants that it will not boycott Israel during the Term.
- (d) Public Insurance Adjuster (1) represents to City that it does not boycott energy companies, and (2) covenants that it will not boycott energy companies during the Term.
- (e) Public Insurance Adjuster (1) represents to City that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) covenants that it will not discriminate against a firearm entity or firearm trade association during the Term.
- (f) A “designated country” means one designated as a threat to critical infrastructure by the Governor of Texas. Public Insurance Adjuster represents to City that Public Insurance Adjuster is (1) neither owned by nor is the majority of its ownership interest held or controlled by citizens of China, Iran, North Korea, Russia, or a designated country; (2) neither owned by a company or other entity, including a governmental entity, that is owned or controlled by citizens of nor is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; and (3) not headquartered in China, Iran, North Korea, Russia, or a designated country.
- (g) Public Insurance Adjuster represents to City that, in the scope of the Agreement, either the City will not lease a computer, phone, or mobile device from Public Insurance Adjuster; or, if the City does lease such from Public Insurance Adjuster, that Public Insurance Adjuster will not have installed thereon or access therefrom the application known as TikTok, or other “covered application” as defined by Section 620.001, Texas Government Code.

#### **B.11 Compliance with Laws.**

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

#### **B.12 Time of the Essence.**

Time shall be of the essence in the Agreement.

### **C. Miscellaneous.**

#### **C.1 City Confidential Information.**

- (a) Public Insurance Adjuster acknowledges that it and its employees or agents may, in the course of performing their responsibilities under the Agreement, be exposed to or acquire information that is confidential to City. Any and all information of any form



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

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



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

#### C.2 City Access to Data.

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

#### C.3 Public Information Act.

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

#### C.4 No Duty of City to Indemnify.

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

#### C.5 Indemnification of City.

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

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



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

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

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

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

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

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

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

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

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



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

#### C.6 Taxation.

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

#### C.7 Non-Waiver of Governmental Immunity.

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

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

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

#### C.8 Survival.

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

#### C.9 Authority.

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

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

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

#### C.10 Severability.

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

#### C.11 Entire Agreement.

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



#### C.12 Understanding, Fair Construction.

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

#### C.13 Modifications of Addendum.

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

#### C.14 Waiver of Addendum.

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

#### C.15 Assignment of Addendum.

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

#### C.16 Successors and Assigns.

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

#### C.17 No Joint Venture, Partnership or Vicarious Liability.

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

#### C.18 No Third-party Beneficiaries.

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



#### C.19 Choice of Forum and Submission to Jurisdiction.

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

#### C.20 Choice of Law.

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

#### C.21 Limitations set by law.

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

#### C.22 Notice.

Each Party shall deliver all notices, requests, consents, claims, demands, waivers, Renewal Notices, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

To Public Insurance Adjuster:     ATTN: Matthew Aldrich  
Jansen Adjusters International, LLC  
922 W. Greens Road  
Houston, Texas 77067

To City:                             ATTN: Todd Darden, City Manager  
City of Big Spring



310 Nolan Street  
Big Spring, Texas 79720

with a copy to:

ATTN: Andrew Hagen, City Attorney  
City of Big Spring  
310 Nolan Street  
Big Spring, Texas 79720

C.23 Counterparts.

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

**[The Remainder of this Page Intentionally Left Blank]**

**[Signature page to follow]**



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

**PUBLIC INSURANCE ADJUSTER**

**JANSEN ADJUSTERS**

**INTERNATIONAL, LLC**, a Texas limited liability company

**City**

**CITY OF BIG SPRING**, a Texas Municipal Corporation

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Matthew Aldrich  
Public Insurance Adjuster

---

Todd Darden  
City Manager

APPROVED AS TO FORM ONLY

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Andrew W. Hagen  
City Attorney





## Staff Report

To: The Honorable Mayor and City Council

From: The City Manager

Date: July 22, 2025

Subject: Boards and Committees

Consideration and Possible Action on the Below Listed

Board Member as Follows:

Parks and Recreation Board

Johnny DeLeon - District 4 Appointment

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### RECOMMENDATION:

### BACKGROUND:

### FISCAL IMPACT:

### ATTACHMENTS:

None

### REPORT PREPARED BY:

Name1, Title

E-mail address

Phone #

### APPROVED BY:

Department Head (optional)

Todd Darden, City Manager



**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, CALLING FOR A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2025 FOR THE PURPOSE OF SUBMITTING TO THE VOTERS THE QUESTION OF WHETHER THE FIRE AND POLICE EMPLOYEE RELATIONS ACT SHOULD BE ADOPTED FOR THE BIG SPRING FIRE DEPARTMENT; PROVIDING FOR THE CONDUCT OF THE ELECTION; DESIGNATING SEVERAL POLLING PLACES; AUTHORIZING THE MAYOR TO EXECUTE NOTICE AND HAVE THE NOTICE POSTED FOR THE PURPOSE OF NOTIFYING THE PUBLIC OF SAID ELECTION; AND PROVIDING FOR SEVERABILITY.**

**WHEREAS**, a petition requesting an election submitting to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Big Spring Fire Department has been filed with the City Secretary and has been certified as sufficient by the City Secretary;

**WHEREAS**, this City Council deems it advisable to call the election hereinafter ordered to allow the voters of the city to make such a determination; and

**WHEREAS**, it is hereby officially found and determined that holding the hereinafter called election on the date set forth below is in the public interest, that the meeting at which this resolution was considered was open to the public, and that public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code;

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

**SECTION 1.** A Special Election shall be held on the 4<sup>th</sup> day of November, 2025 for the purpose of submitting to the voters the question of whether the Fire and Police Employee Relations Act should be adopted for the Big Spring Fire Department in accordance with the Constitution and Laws of the State of Texas and the manner of holding said election shall be governed by the laws of the State regulating general elections, the City Charter, and this Resolution.

**SECTION 2.** Only qualified electors under the general laws of the state who reside in the City of Big Spring city limits shall be qualified to vote at said election.

**SECTION 3.** Voting by personal appearance during early voting and on election day shall be by a ballot scanning system, DRE (Direct Recording Electronic) System for curbside voting and by official paper ballot for early voting by mail and for provisional ballots. Early voting by personal appearance will be conducted at the Election Center for Howard County located at 2006 FM 700 and shall begin on October 23, 2025 and end on November 3, 2025, early voting hours will be determined at a later date by the elections administrator.



**SECTION 4.** The polling places on election day will be at the following vote center locations:

Dorothy Garrett Coliseum  
1001 Birdwell Lane

Ryan Hall  
605 North Main

Sand Springs Baptist Church  
201 East 24<sup>th</sup> Street

Coahoma Community Center  
306 North Ave.  
Coahoma, TX

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

**SECTION 5.** The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “FOR” or “AGAINST” the aforesaid proposition with the ballots to contain such provisions, markings and language as required by law, and with such proposition to be expressed substantially as follows:

PROPOSITION

FOR )

AGAINST )

ADOPTION OF THE STATE LAW APPLICABLE TO FIRE FIGHTERS THAT ESTABLISHES COLLECTIVE BARGAINING IF A MAJORITY OF THE AFFECTED EMPLOYEES FAVOR REPRESENTATION BY AN EMPLOYEES ASSOCIATION, PRESERVES THE PROHIBITION AGAINST STRIKES AND LOCKOUTS, AND PROVIDES PENALTIES FOR STRIKES AND LOCKOUTS.

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

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

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



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

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Robert H. Moore III, Mayor

ATTEST:

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Tami L. Davis, City Secretary