

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, August 27, 2013

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, August 27, 2013, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

The City Council may discuss and/or take action on each of the following items before it and may go into Executive Session on any item listed on the agenda in accordance with Chapter 551 of the Texas Government Code.

Presentations & Public Hearings

1. Invocation & Pledge of Allegiance to the United States Flag and to the Texas State Flag McLellan

Disposition of Minutes

2. Approval of Minutes of the Regular Meeting of August 13, 2013 and Special Meeting of August 14, 2013 4-10 Davis

Consent Items

3. Acceptance of Convention and Visitors Bureau Committee Minutes for Meeting of July 10, 2013 11-12 Walker
4. Acceptance of Howard County Appraisal District's Board of Directors Minutes for Meeting of June 12, 2013 13 Walker

Routine Business

5. Vouchers for 08/15/13 \$ 780,058.92 Boyd
Vouchers for 08/22/13 \$ 739,881.64

New Business

6. Presentation and Approval of Howard County 9-1-1 Communication District's Annual Financial Report for Fiscal Year Ended September 30, 2012 14-30 Heath Hughes

- | | | | |
|-----|---|-------|----------------|
| 7. | Presentation and Approval of Howard County 9-1-1 Communication District's Proposed Budget for Fiscal Year 2013-14 | 31-35 | Tommy Sullivan |
| 8. | Presentation of Effective Tax Rate and Rollback Rate Calculations | | Moore |
| 9. | Record Vote for Proposed Tax Rate | | Moore |
| 10. | Call for First Public Hearing on Proposed Tax Rate to be Held on Tuesday, September 10, 2013 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas and Call for 2 nd Public Hearing on Proposed Tax Rate to be Held on Tuesday, September 17, 2013 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas | | Moore |
| 11. | Call for Public Hearing on Proposed 2013-14 Annual Budget to be Held on Tuesday, September 10, 2013 at 5:30 p.m. in the City Council Chambers Located at 307 East 4 th Street, Big Spring, Texas | | Moore |
| 12. | Emergency Reading of an Ordinance Amending Chapter 18 of the City Code of Ordinances Entitled "Traffic," Article 3 by Amending Section 18-73 Entitled, "Speed Limits in School Zones," by Designating School Zones and Times When Specific Speed Limits Shall be in Effect; Providing for a Penalty in Accordance with State Law; Providing an Effective Date; and Providing for Publication | 36-38 | Davis |
| 13. | Consideration and Approval of a Petition to Annex the City Owned Property Generally Located at the Intersection of Willard Street and Parkway Drive and More Particularly Described as Forty Acres of Land Out of the East Half of the West Half of Section Thirteen, Block 33, Township One South, T & P Railroad Survey in Howard County, Texas | 39-41 | Sjogren |
| 14. | Consideration and Approval of an Interlocal Agreement with Texas Municipal League Intergovernmental Employee Benefits Pool (TMLIEBP) for Health Plan Administrative Services and Authorizing the Mayor to Execute Any Necessary Documents | 42-44 | Medina |
| 15. | Consideration and Approval of the First Amendment to the Agreement Between the City and G4S for Fleet Management Services and Authorizing the Mayor to Execute Any Necessary Documents | 45-46 | Medina |
| 16. | Consideration and Approval of a Service Agreement with The Institute for Building Technology and Safety to Perform Building Inspections and Plan Reviews | 47-68 | Sjogren |

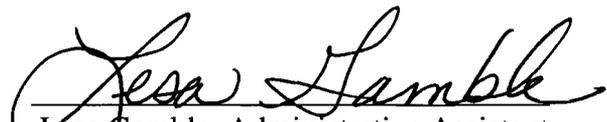
City Manager's Report

- 17. School Zones Darden
- 18. Boards and Committees Resumes Due before Friday, September 20th for September 24th Meeting Darden
- 19. Special City Council Meeting for Public Hearing on Proposed 2013-14 Annual Budget Tuesday, September 10, 2013 at 5:30 p.m Darden
- 20. Tuesday, October 8, 2013 Meeting – Moved to Monday, October 7th Darden

Council Input

- 21. Input McLellan

I hereby certify that this agenda was posted on the official bulletin boards at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on Friday, August 23, 2013 at 5:30p.m. In addition this agenda and supporting documents are posted on the City of Big Spring's website, www.mybigspring.com in accordance with legal requirements.



Lesa Gamble, Administrative Assistant

THE MEETING FACILITY IS ACCESSIBLE TO DISABLED PERSONS. ANY DISABLED PERSON NEEDING SPECIAL ACCOMMODATIONS OR HEARING-IMPAIRED PERSONS WISHING TO HAVE AN INTERPRETER SHOULD CONTACT LESA GAMBLE AT 264-2401. REQUESTS FOR AN INTERPRETER SHOULD BE MADE AT LEAST 48 HOURS IN ADVANCE OF THE MEETING TIME.

Agenda Removal Notice - This public notice was removed from the official posting board at the Big Spring City Hall Building, 310 Nolan Street, Big Spring, Texas on

August _____, 2013 at _____ a.m./p.m.

By: _____
City Secretary's Office

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, Big Spring, Texas, at 5:30 p.m., August 13, 2013, with the following members present:

LARRY McLELLAN	Mayor
MARCUS FERNANDEZ	Mayor Pro Tem
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY McDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Interim Asst. City Manager
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Lt. Jeremiah Romack, Salvation Army, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and State Flags.

PUBLIC HEARING – AMENDING THE ZONING ORDINANCE BY AMENDING ARTICLE 2 ENTITLED “DEFINITIONS” BY AMENDING THE DEFINITION OF “INTERMODAL SHIPPING CONTAINER” DESIGNATED AS DEFINITION 69A AND AMENDING ARTICLE 7 ENTITLED “SPECIAL APPLICATION,” SECTION 7-2 “SPECIFIC USE PERMITS,” SUBSECTION (c) SPECIFIC USE PERMITS WITH TERM BY ADDING SUBSECTION (72) “INTERMODAL SHIPPING CONTAINERS AS LIVING QUARTERS” IN ORDER TO PROVIDE FOR REGULATION OF THIS USE

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting “aye” to open the public hearing. After a lengthy discussion on restrictions and changes, motion was made by Councilmember Carrigan,

seconded by Mayor Pro Tem Fernandez with all members of the Council voting “aye” to close the public hearing.

PRESENTATION OF “STAR EMPLOYEE” AWARD

Mayor McLellan, Todd Darden, City Manager, and Chad Williams, Interim Police Chief, presented the “Star Employee” award to Corporal Daniel Reynoso.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF JULY 23, 2013 AND SPECIAL MEETING OF JULY 29, 2013

Motion was made by Councilmember Carrigan, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving minutes of the regular meeting of July 23, 2013 and special meeting of July 29, 2013.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO DESIGNATE THE PLACEMENT OF STOP SIGNS ON STADIUM STREET WHICH IN CONJUNCTION WITH THE EXISTING STOP SIGNS REGULATING CIRCLE WILL CREATE A 4-WAY STOP CONTROLLED INTERSECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

ACCEPTANCE OF MCMAHON-WRINKLE AIRPARK DEVELOPMENT BOARD MINUTES FOR MEETING OF JUNE 27, 2013

Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving the second and final reading of the above listed ordinance and minutes.

BIDS

PERMISSION TO ADVERTISE FOR BIDS FOR RELOCATION OF UTILITY LINES AS PART OF THE TEXAS DEPARTMENT OF TRANSPORTATION US 87 RELIEVER ROUTE CONSTRUCTION PROJECT

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember McDonald, with all members of the Council voting “aye” approving permission to advertise for bids for relocation of utility lines as part of the Texas Department of Transportation US 87 Reliever Route Construction Project.

AWARD BID FOR FUEL TANKS TO BASSCO AND AWARD BID FOR PAVING FUEL PAD TO UNIFIED SERVICES OF TEXAS FOR THE FUEL FARM AT THE AIRPARK; AND AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Harbour, with all members of the Council voting “aye” awarding bid for fuel tanks to BASSCO in the amount of \$337,219.00 and awarding bid for paving the fuel pad to Unified Services of Texas in the amount of \$39,981.27 for the fuel farm at the Airpark and authorize the Mayor to execute any necessary documents.

ROUTINE BUSINESS

Councilmember Benavides reviewed the vouchers. Motion was made by Councilmember Benavides, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving vouchers in the amount of \$695,831.33 (07/25/13), \$608,741.80 (08/01/13) and \$668,485.90 (08/08/13).

NEW BUSINESS

WATER PRESENTATION BY V.V. WATER COMPANY LLC

Representatives of V.V. Water Company LLC presented to the Council a presentation of how to receive better quality and volume in the City’s drinking water. Mayor McLellan explained that the City has a contract with CRMWD for water services and that they should need prepare and submit a proposal to CRMWD in response to the request for proposal recently released by the District.

EMERGENCY READING OF A RESOLUTION TO SUPPORT THE DESIGNATION OF THE US 87 TRUCK RELIEVER ROUTE PROJECT

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving an emergency reading of a resolution to support the designation of the US 87 Truck Reliever Route Project.

FIRST READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE BY AMENDING ARTICLE 2 ENTITLED “DIFINITIONS” BY AMENDING THE DEFINITION OF “INTERMODAL SHIPPING CONTAINER” AND AMENDING ARTICLE 7 ENTITLED, “SPECIAL APPLICATIONS,” AND “SPECIFIC USE PERMITS” TO PROVIDE FOR REGULATIONS OF THE USE OF INTERMODAL SHIPPING CONTAINERS AS LIVING QUARTERS.

Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with Councilmembers Harbour, Carrigan, McLellan, McDonald, Benavides and Boyd voting “aye” approving first reading of an ordinance amending the zoning ordinance by amending Article 2 entitled “Definitions” by amending the definition of “Intermodal Shipping Container” and

amending Article 7 entitled, “Special Applications,” and “Specific Use Permits” to provide for regulation of the use of intermodal shipping containers as living quarters. Councilmember Fernandez, being opposed, voting “nay” for passage of same. Motion passed six to one.

CONSIDERATION AND APPROVAL OF AN AGREEMENT WITH PARKHILL, SMITH & COOPER, INC. FOR PROFESSIONAL SERVICES TO DEVELOP THE EAST CELL AT THE LANDFILL AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Fernandez, with all members of the Council voting “aye” approving an agreement with Parkhill, Smith & Cooper, Inc. for professional services to develop the east cell at the landfill and authorizing the City Manager to execute any necessary documents.

CONSIDERATION AND APPROVAL OF AN INTERLOCAL AGREEMENT WITH HOWARD COUNTY FOR PURCHASE AND SALE OF SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made Mayor Pro Tem Fernandez, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving an interlocal agreement with Howard County for purchase and sale of surplus property and authorizing the Mayor to execute any necessary documents.

APPROVAL OF INVESTMENT REPORT FOR THE QUARTER ENDING JUNE 30, 2013

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Harbour, with all members of the Council voting “aye” approving the investment report for the quarter ending June 30, 2013.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR SPECIAL MEETING OF APRIL 30, 2013 AND REGULAR MEETING OF JUNE 28, 2013.

Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with all members of the Council voting “aye” approving the Big Spring Economic Development Corporation Board of Directors minutes for special meeting of April 30, 2013 and regular meeting of June 28, 2013.

CITY MANAGER’S REPORT

Todd Darden, City Manager, thanked Council for their input during the budget worksessions.

COUNCIL INPUT

Mayor Pro Tem Fernandez thanked city staff for the work on the budget.

Councilmember Harbour thanked staff for the support and work on the North Side.

Councilmember Carrigan thanked the Airpark staff for a successful hang gliding event.

EXECUTIVE SESSION

ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH TEXAS GOVERNMENT CODE SECTION 551.071(1)(A) TO CONSULT WITH THE CITY ATTORNEY ON A MATTER SUBJECT TO ATTORNEY/CLIENT PRIVILEGE REGARDING THE CITY'S CONTRACT WITH COLORADO RIVER MUNICIPAL DISTRICT AT 7:53 P.M.

RECONVENE IN OPEN SESSION AND TAKE ANY NECESSARY ACTION AT 8:40 P.M.

No action was taken.

ADJOURN

Motion was made by Mayor Pro Tem Fernandez, seconded by Councilmember Harbour, with all members of the Council voting "aye" to adjourn at 8:41 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

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

The City Council of the City of Big Spring, Texas, met in a special meeting in the City Council Chambers located at 307 E. 4th, Big Spring, Texas, at 5:30 p.m., August 14, 2013, with the following members present:

LARRY McLELLAN	Mayor
MARCUS FERNANDEZ	Mayor Pro Tem
CARMEN HARBOUR	Councilmember
GLEN CARRIGAN	Councilmember
BOBBY McDONALD	Councilmember
RAUL BENAVIDES	Councilmember
MARVIN BOYD	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Interim Asst. City Manager
JOHN MEDINA	Human Resources Director
CHAD WILLIAMS	Interim Police Chief
CRAIG FERGUSON	Fire Chief
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Mayor McLellan gave the invocation and led the Pledge of Allegiance to the American and State Flags.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AMENDING THE ZONING ORDINANCE BY AMENDING ARTICLE 2 ENTITLED "DEFINITIONS" BY AMENDING THE DEFINITION OF "INTERMODAL SHIPPING CONTAINER" AND AMENDING ARTICLE 7 ENTITLED, "SPECIAL APPLICATIONS," AND "SPECIFIC USE PERMITS" TO PROVIDE FOR REGULATION OF THE USE OF INTERMODAL SHIPPING CONTAINERS AS LIVING QUARTERS

Motion was made by Councilmember McDonald, seconded by Councilmember Benavides, with Councilmembers Harbour, Carrigan, McLellan, McDonald and Benavides voting "aye" approving the second and final reading of the above listed

ordinance. Councilmembers Fernandez and Boyd, being opposed, voting “nay” for passage of same. Motion passes five to two.

ADJOURN

Motion was made by Councilmember Harbour, seconded by Councilmember Carrigan, with all members of the Council voting “aye” to adjourn at 5:40 p.m.

CITY OF BIG SPRING, TEXAS

Larry McLellan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

**Convention and Visitors Bureau Committee
Minutes from Wednesday, July 10, 2013
City Council Chambers**

Present: Marcus Fernandez, Todd Darden, Carmen Harbour, Jay Patel, Peggy Walker, Bruce Schooler

Staff: Debbie Wegman, Hayley Lewis

Absent: Troy Tompkins,

Guests: Willia Ledford & Jan Hansen; KBBS, Nati Saldivar, Roger Rodman, Eddilisa Saldivar, Bobby McDonald, Thomas Tafero, Aubrey Weaver

Mr. Fernandez called the meeting to order at 4:32 p.m.

Approval of minutes

The minutes from the meeting of May 1, 2013 were reviewed. Motion was made by Peggy Walker to approve the minutes as written. Motion was seconded by Jay Patel and passed unanimously.

Consideration of Event Funding Requests

- a. USHGA National Hang Gliding Competition: in absence of Terry Wofford, Debbie Wegman presented the funding request. The event is one of the best events to bring people to our community to stay the night; this event also gets nationwide publicity. Fees are in support of operations on the airport. Motion was made by Peggy Walker to approve the funding for the USHGA National Hang Gliding Competition in the amount of \$6,400.00. Motion was seconded by Bruce Schooler and passed unanimously.

Discussion of Follow-up Reports

- a. West Texas Disc Golf Champions Tournament: Written follow up report provided to CVB by Mr. Greg Brooks. Tournament was again a success. Copies of all receipts were provided except one but he will turn in soon. Surveys were filled out by attendees and 25% of attendees stayed one night in a city hotel. Around 100 people attend the event every year. Mr. Brooks is looking at moving the tournament to October to be the final tournament of the West Texas disc golf tournaments.

Other

- a. Water Tower Billboard Update: Debbie has contacted Corky Mitchell and he is looking at prices and contacts, it will be around \$450 a side to replace. Working on possible artwork, photographs will be too difficult due to being taken at night and always results in a black background. One artist rendering was submitted but not really what we were expecting. Corky will make a mock up and Debbie will email to committee. Bobby McDonald made a presentation about possibly doing an electronic sign. It was voted on last year to not do an electronic sign, but Bruce Schooler will look into pricing

- b. Lighted Poinsettia Update: Possibly add additional poinsettias to the 50ft poinsettia already by the billboard.
- c. Keep Big Spring Beautiful- Native & Adapted Plant Garden at DRCC: Willia Ledford and Jan Hansen made a presentation about a Lowe's grant for \$1,000 to implement a demonstration garden to highlight native and adapted plants at the Dora Roberts Community Center. Mrs. Ledford is asking for approval by the CVB Committee to use the Dora Roberts Community Center if rewarded the grant. Bruce Schooler made a motion to approve the use of the Dora Roberts Community Center for the grant if awarded. Motion was seconded by Peggy Walker and passed unanimously.

Financials

Financials were provided for committee review. Hotel Tax Report was also provided and revenue looks very good.

CVB Coordinator Report

Annual Tournament of the Crossroads, Howard College Rodeo in April, Powwow in April, Funtastic Fourth in June follow up reports are due and Debbie has contacted all to advise reports are due.

Upcoming activities that Debbie & Hayley will be involved in are: July 19th Under West Texas Skies at Russ McEwen Aquatic Center.

Movie at the Lake "Goonies" will also be happening on the night of July 19th.

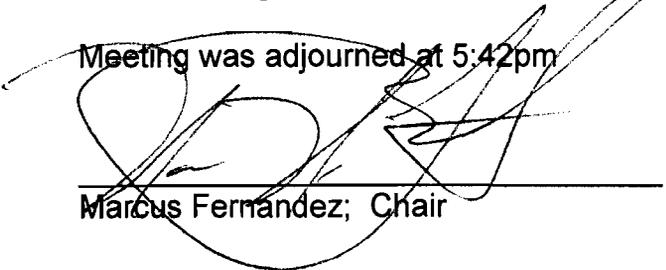
July 20th will be the First Super Sprint and Kids Triathlon at the Russ McEwen Aquatic Center and Comanche Trail Park.

Members Comments

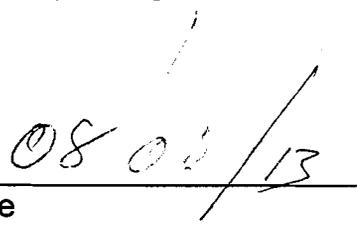
Bruce would like to see more parks being cleaned up taken care of through Keep Big Spring Beautiful.

Mr. Fernandez would like to see the tower on the north side be painted and taken care as advertising. Todd said he would check on the possibility of painting.

Meeting was adjourned at 5:42pm



Marcus Fernandez; Chair



Date

**THE MINUTES OF MEETING OF THE
BOARD OF DIRECTORS
HOWARD COUNTY APPRAISAL DISTRICT**

JUNE 12, 2013

The Board of Directors of the Howard County Appraisal District (HCAD) met for their Regular Meeting on June 12, 2013 at 5:15 pm. Directors present were Donnie Baker, Donnie Reid, Dale Humphreys and Kathy Sayles. Ronny Babcock and Shane Schaffner represented the HCAD. Diane Carter represented the Tax Office. Also present was Drew Mouton of Mouton & Mouton Attorneys.

Mr. Baker called the meeting to order at 5:15 pm.

No one was registered for public comments.

The minutes for May 6, 2013 and May 20, 2013 were reviewed and approved on a motion from Dale Humphreys with a second from Donnie Reid. Motion carried 4 to 0.

The bills for May, 2013 were tabled.

The financial report for June 2013 were reviewed and approved on a motion from Kathy Sayles with a second from Donnie Reid. Motion carried 4 to 0.

The board received and reviewed the 2014 Proposed Budget.

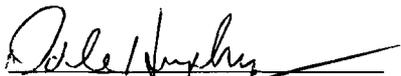
The board tabled item: #III B. Acquiring new fiber cable for faster internet with the County.

Kathy Sayles motioned to authorize the chief appraiser to seek bids for the sale of the 2003 Chevrolet Pickup. Donnie Reid seconded the motion. Motion carried 4/0.

Dale Humphreys motioned to allow Shane Schaffner to attend the Chief Appraiser's Institute. Kathy Sayles seconded the motion. Motion carried 4/0

Donnie Baker motioned to authorize the chief appraiser to seek outside Appraisal Firm Bids for mineral and mineral related properties. Dale Humphreys seconded the motion. Motion carried 4/0.

With no other business to discuss, the meeting adjourned at 6:30 P.M.


Secretary, Dale Humphreys


Chairman, Donnie Baker

HOWARD COUNTY 911 COMMUNICATION DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Howard County 911 Communication District's annual financial report presents an analysis of the District's financial performance during the fiscal years ended September 30, 2012 and 2011. This information is presented in conjunction with the audited financial statements, which follows this section.

FINANCIAL HIGHLIGHTS FOR FISCAL YEAR 2012

Net assets decreased by \$2,708 or 0.7% from \$365,888 to \$363,180.

Operating revenues increased by \$630 or 0.2% from \$263,243 to \$263,873.

Operating expenses decreased by \$28,477 or 9.6% from \$296,960 to \$268,483.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of the following three parts: Management's Discussion and Analysis, Basic Financial Statements and Other Required Supplementary Information. The Financial Statements include notes which explain in detail some of the information included in the basic financial statements.

REQUIRED FINANCIAL STATEMENTS

The Financial Statements of the District report information utilizing the full accrual basis of accounting. The Financial Statements conform to accounting principles which are generally accepted in the United States of America. The Statement of Net Assets include information on the District's assets and liabilities and provide information about the nature and amounts of investments in resources (assets) and the obligations of the District creditors (liabilities). The Statement of Revenues, Expenses and Changes in Net Assets identify the District's revenues and expenses for the fiscal year. This statement provides information on the District's operation over the past fiscal year and can be used to determine whether the District has recovered all of its actual and projected costs through user fees and other charges. The third financial statement is the Statement of Cash Flows. This statement provides information on the District's cash receipts, cash payments and changes in cash resulting from operations, investments and financing activities. From the Statement of Cash Flows, the reader can obtain comparative information on the source and use of cash and change in the cash and cash equivalents balance for the past fiscal year.

FINANCIAL ANALYSIS OF THE DISTRICT

The Statements of Net Assets and the Statements of Revenues, Expenses and Changes in Net Assets provide an indication of the District's financial condition and also indicate that the financial condition of the District improved during the last fiscal year. The District's net assets reflect the difference between assets and liabilities. An increase in net assets over time typically indicates an improvement in financial condition.

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS – CONTINUED**

NET ASSETS

A summary of the District's Statement of Net Assets is presented below:

Table 1

Condensed Statements of Net Assets

	<u>2012</u>	<u>2011</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Current and Other Assets	\$ 331,110	\$ 300,452	\$ 30,658	10.2
Capital Assets	59,294	93,288	(33,994)	(36.4)
Total Assets	390,404	393,740	(3,336)	(0.8)
Long-Term	0	0	0	0.0
Other Liabilities	27,224	27,852	(628)	(2.3)
Total Liabilities	27,224	27,852	(628)	(2.3)
Invested in Capital Assets	59,294	93,288	(33,994)	(36.4)
Unrestricted Net Assets	303,886	272,600	31,286	11.5
Total Net Assets	363,180	365,888	(2,708)	(0.7)

As the above table indicates, total assets decreased by \$3,336 during the fiscal year ended September 30, 2012. This is comprised of an increase of \$30,658 in current and other assets offset by a decrease of \$33,994 in capital assets due to depreciation expense.

Total liabilities decreased \$628.

Total net assets decreased by \$2,708. This is comprised of a decrease of \$33,994 in net assets invested in capital assets offset by an increase of \$31,286 in unrestricted net assets.

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS – CONTINUED**

Table 2

Condensed Statements of Revenues, Expenses and Changes in Net Assets

	<u>2012</u>	<u>2011</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Operating Revenues	\$ 263,873	\$ 263,243	\$ 630	0.2
Non-Operating Revenues	1,902	2,448	(546)	(22.3)
Total Revenues	265,775	265,691	84	0.0
Operating Expenses	268,483	296,960	(28,477)	(9.6)
Non-Operating Expenses	0	0	0	0.0
Total Expenses	268,483	296,960	(28,477)	(9.6)
Change in Net Assets	(2,708)	(31,269)	28,561	91.3
Beginning Net Assets	365,888	389,928	(24,040)	(6.2)
Ending Net Assets	363,180	365,888	(2,708)	(0.7)

The Statements of Revenues, Expenses and Changes in Net Assets identify the various revenue and expense items which affect the change in net assets. As the information in Table 2 indicates, total net assets decreased by \$2,708 during the current fiscal year.

Table 2 indicates that the District's total revenues increased by \$84 as compared to the prior year. Total expenses decreased by \$28,477 or 9.6%. This decrease is due mainly to cost savings associated with the facilities consolidation of the Howard County Sheriff and City of Big Spring Police.

CAPITAL ASSETS

As of September 30, 2012, the District's net investment in capital assets totaled \$59,294, which is a decrease of \$33,994 or 36.4% from the prior year. The decrease is due to depreciation expense taken on the capital assets of the District.

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS – CONTINUED**

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The Board of Directors has adopted a 2012/13 surplus budget in the amount of \$21,051. Revenues are estimated to be \$273,100 and expenses \$242,049.

ADDITIONAL FINANCIAL INFORMATION

This financial report is designed to provide the District's customers and other interested parties with an overview of the District's financial operations and financial condition. Should the reader have questions regarding the information included in this report or wish to request additional financial information, please contact the Howard County 911 Communication District's Manager at 500 Johnson Street, Big Spring, TX 79720.

HOWARD COUNTY 911 COMMUNICATION DISTRICT
ANNUAL FINANCIAL REPORT
SEPTEMBER 30, 2012

REED, McKEE & CO., P.C.
Certified Public Accountants
San Angelo, Texas

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
SEPTEMBER 30, 2012**

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Reed, McKee & Co., P.C.

CERTIFIED PUBLIC ACCOUNTANTS

3140 EXECUTIVE DRIVE
SAN ANGELO, TEXAS 76904
(325) 942-8984

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Howard County 911 Communication District
610 South Main
Big Spring, TX 79720

We have audited the accompanying financial statements of the Howard County 911 Communication District business-type activities and the aggregate remaining fund information of Howard County 911 Communication District as of and for the year ended September 30, 2012, which collectively comprise the District's basic financial statements, as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities and the aggregate remaining fund information of the Howard County 911 communication District as of September 30, 2012, and the respective changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis and budgetary comparison information on pages 2 through 5 and page 13 are not a required part of the basic financial statements but are supplementary information required by accounting principles generally accepted in the United States of America. We have certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Howard County 911 Communication District's basic financial statements. The introductory section and budgetary comparison information have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we express no opinion on them.

Reed, McKee & Co., P.C.

Reed, McKee & Co., P.C.
Certified Public Accountants

May 29, 2013

BASIC FINANCIAL STATEMENTS

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2012**

ASSETS

Cash & Cash Equivalents	\$ 154,621
Certificates of Deposit	154,913
Accounts Receivable	21,576
Capital Assets, Net	<u>59,294</u>
Total Assets	<u><u>390,404</u></u>

LIABILITIES

Accounts Payable	5,325
Payroll Taxes Payable	1,961
Retirement Payable	5,280
Accrued Compensation Payable	<u>14,658</u>
Total Liabilities	<u><u>27,224</u></u>

NET ASSETS

Invested in Capital Assets	59,294
Unrestricted	<u>303,886</u>
Total Net Assets	<u><u>\$ 363,180</u></u>

The accompanying notes are an integral part of this financial statement.

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2012**

OPERATING REVENUES

Service Fees	<u>\$ 263,873</u>
--------------	-------------------

OPERATING EXPENSES

Personnel Services	97,991
Supplies & Materials	3,007
Capital Projects	1,906
Contractual Services	16,650
Lease Payments	84,833
Travel/Auto/Memberships	16,022
Telephone (Office/Cell)	2,638
Insurance	7,103
Advertising	1,944
Depreciation	<u>36,389</u>

Total operating expenses	<u>268,483</u>
--------------------------	----------------

Operating Income (Loss)	<u>(4,610)</u>
-------------------------	----------------

NON-OPERATING REVENUES (EXPENSES)

Interest Income	<u>1,902</u>
-----------------	--------------

Total non-operating revenues	<u>1,902</u>
------------------------------	--------------

Increase (Decrease) in Net Assets	(2,708)
-----------------------------------	---------

Net Assets - Beginning of the year	<u>365,888</u>
------------------------------------	----------------

Net Assets - End of the year	<u><u>\$ 363,180</u></u>
------------------------------	--------------------------

The accompanying notes are an integral part of this financial statement.

**HOWARD COUNTY 911 COMMUNICATIONS DISTRICT
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED SEPTEMBER 30, 2012**

CASH FLOWS FROM OPERATING ACTIVITIES

Cash receipts from customers	\$ 265,832
Cash payments to suppliers of goods and services	(137,437)
Cash payments for personnel services	<u>(95,285)</u>

Net cash provided (used) by operating activities	<u>33,110</u>
--	---------------

CASH FLOWS FROM INVESTING ACTIVITIES

Interest income	1,902
Interest reinvested in certificates of deposit	(1,774)
Purchase of property and equipment	<u>(2,395)</u>

Net cash provided (used) by investing activities	<u>(2,267)</u>
--	----------------

Net (decrease) in cash and cash equivalents	30,843
---	--------

Cash and cash equivalents - beginning	<u>123,778</u>
---------------------------------------	----------------

Cash and cash equivalents - ending	<u><u>\$ 154,621</u></u>
------------------------------------	--------------------------

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED)
BY OPERATING ACTIVITIES**

Operating Income (Loss)	<u>\$ (4,610)</u>
-------------------------	-------------------

Adjustments to reconcile operating income (loss) to net cash provided (used)
by operating activities

Depreciation	36,389
Changes in assets and liabilities	
(Increase) Decrease in accounts receivable	1,959
Increase (Decrease) in accounts payable	(3,334)
Increase (Decrease) in payroll taxes payable	188
Increase (Decrease) in retirement payable	3,420
Increase (Decrease) in accrued compensation payable	<u>(902)</u>

Total adjustments	<u>37,720</u>
-------------------	---------------

Net cash provided (used) by operating activities	<u><u>\$ 33,110</u></u>
--	-------------------------

The accompanying notes are an integral part of this financial statement.

HOWARD COUNTY 911 COMMUNICATION DISTRICT
Notes to the Financial Statements
September 30, 2012

A. Summary of Significant Accounting Policies

Reporting Entity

The Howard County 911 Communication District (the primary government) was created under Tex. Rev. Cit. Stat. Ann. Article 1432e, The Emergency Telephone Number Act. The District provides emergency line service to telephone subscribers within the District. Fees for this service are imposed by the District and collected by the telephone service providers on behalf of the District. The District is governed by a six member Board of Directors as appointed by the various participating entities. The District has no component units.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fund Accounting

The accounts of the District are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The following proprietary fund type is used by the District:

Enterprise Fund – This Fund is used to account for operations that are financed and operated in a manner similar to private business enterprises – where the intent of the governing body is that the expenses, including depreciation, of providing services to the general public on a continuing basis are to be financed or recovered primarily through user charges.

Basis of Accounting

Basis of accounting refers to when revenues and expenses are recognized in the accounts and reported in the financial statements. The District uses the accrual basis of accounting. Revenues are recognized when they are earned, and expenses are recognized when they are incurred.

Accounts Receivable

Accounts receivable represents amounts collected by telephone companies for 911 service that have not yet been remitted to the District. Accounts receivable are stated at their gross value and, when applicable, are reduced by the estimated portion that is expected to be uncollectible.

HOWARD COUNTY 911 COMMUNICATION DISTRICT
Notes to the Financial Statements - Continued
September 30, 2012

A. Summary of Significant Policies - Continued

Property and Equipment

Property and equipment is stated at historical costs. Depreciation is calculated using the straight line method over the estimated useful lives as follows:

Furniture and equipment	5-10 Years
-------------------------	------------

Net Assets

Unrestricted net assets for Proprietary Fund Types represent the net assets available for future operations.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the District considers cash and temporary investments to be cash equivalents.

Compensated Absences

Employees accrue vacation at a rate of 4 hours per 2-week pay period. After 5 years of service, the accrual rate is increased to 6 hours per 2-week period. An employee may not carry over from one calendar year to the next more than 15 days of accrued vacation time without Board approval. Employees can sell back up to 80 hours of accumulated vacation time per year. Upon termination of employment, employees are paid for accrued vacation time.

Employees accrue sick leave at a rate of 4 hours per 2-week pay period. Upon termination of employment, employees are paid for accrued sick leave based on their years of service, but not to exceed 120 days. Employees with less than 5 years of service upon termination are not paid for accumulated sick leave.

As of September 30, 2012, the District has accrued \$14,658 for compensated absences.

B. Deposits and Investments

Cash Deposits

At September 30, 2012, the carrying amount of the District's deposits (Cash and CD's) was \$300,042 and the bank balance was \$300,983. The District's deposits at September 30, 2012 were not covered by FDIC insurance which is limited to \$250,000. As shown above the District was under insured at the end of the year by \$50,042.

HOWARD COUNTY 911 COMMUNICATION DISTRICT
Notes to the Financial Statements - Continued
September 30, 2012

B. Deposits and Investments - Continued

Investments

The District is required by Government Code Chapter 2256, The Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit.

The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the District adhered to the requirements of the Act. Additionally, investment practices of the District were in accordance with local policies.

The Act determines the types of investments which are allowable for the District. These include, with certain restrictions, (1) obligations of the U.S. Treasury, certain U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) money market savings accounts, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) common trust funds.

The District's investments at September 30, 2012 consisted of shares in the Texas Local Government Investment Pool. The reported amount and fair value as of September 30, 2012 was \$9,492.

Investment Accounting Policy

The District's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Nonnegotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

HOWARD COUNTY 911 COMMUNICATION DISTRICT
Notes to the Financial Statements – Continued
September 30, 2012

B. Deposits and Investments - Continued

Public Funds and Investment Pools

Public funds investment pools in Texas ("Pools") are established under the authority of the Interlocal Cooperation Act, Chapter 79 of the Texas Government Code, and are subject to the provisions of the Public Funds Investment Act (the "Act"), Chapter 2256 of the Texas Government Code. In addition to other provisions of the Act designed to promote liquidity and safety of principal, the Act requires Pools to: 1) have an advisory board comprised of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool; 2) maintain a continuous rating of no lower than AAA or AAA-m or an equivalent rating by at least one nationally recognized rating service; and 3) maintain the market value of its underlying investment portfolio within one half of one percent of the value of its shares.

The District's Investment in Pools are reported at an amount determined by the fair value per share of the pool's underlying portfolio, unless the pool is 2a7-like, in which case they are reported at share value. A 2a7-like pool is one which is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a7 of the Investment Company Act of 1940.

C. Property and Equipment

Property and equipment for the District as of year end was as follows:

Furniture and Equipment	\$ 454,695
Accumulated Depreciation	<u>(395,401)</u>
Net Property and Equipment	<u>\$ 59,294</u>

D. Contract Agreements

The District contracts with the County of Howard to provide dispatch personnel. Amounts paid under this agreement totaled \$20,940 for the year ended September 30, 2012.

SUPPLEMENTAL INFORMATION

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF REVENUES AND EXPENSES - BUDGET AND ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2012**

	Budget	Actual	Variance- Favorable (Unfavorable)
REVENUES			
Wireline Fees	\$ 107,352	\$ 97,086	\$ (10,266)
Wireless Fees	157,580	\$ 166,787	9,207
Interest Income	1,000	1,902	902
Contract Service Fees	600	-	(600)
Total Revenues	266,532	265,775	(757)
EXPENSES			
Personnel Services			
Salaries/Benefits/Payroll Tax	59,837	71,351	(11,514)
Contract Labor	44,100	26,640	17,460
	<u>103,937</u>	<u>97,991</u>	<u>5,946</u>
Supplies & Materials	<u>2,300</u>	<u>3,007</u>	<u>(707)</u>
Capital Projects			
Dispatch Center Equipment	5,000	4,301	699
Computers/Software	3,000	-	3,000
	<u>8,000</u>	<u>4,301</u>	<u>3,699</u>
Contractual Services			
Legal/Accounting/Audit	9,700	8,250	1,450
Office Rent	8,400	8,400	-
	<u>18,100</u>	<u>16,650</u>	<u>1,450</u>
Lease Payments			
911 Service/Equipment	95,000	80,806	14,194
Maintenance Contracts	6,000	4,027	1,973
	<u>101,000</u>	<u>84,833</u>	<u>16,167</u>
Travel/Auto/Memberships			
Auto Allowance	10,400	10,400	-
Professional Development/Travel	4,000	4,400	(400)
Registration Fees/Dues/Subscriptions	1,200	1,222	(22)
	<u>15,600</u>	<u>16,022</u>	<u>(422)</u>
Telephone (Office/Cell)	<u>5,150</u>	<u>2,638</u>	<u>2,512</u>
Insurance			
Health Insurance Director	6,000	6,000	-
Liability/Property (District)	2,000	1,103	897
	<u>8,000</u>	<u>7,103</u>	<u>897</u>
Advertising	<u>1,600</u>	<u>1,944</u>	<u>(344)</u>
Total Expenses	263,687	234,489	29,198
Excess Revenues (Expenses)	\$ 2,845	\$ 31,286	\$ 28,441
Reconciliation to Change in Net Assets			
Excess Revenues (Expenses)		31,286	
Capital Outlay		2,395	
Depreciation		(36,389)	
Change in Net Assets		\$ (2,708)	

The accompanying notes are an integral part of this financial statement.

Agenda 8-27-13

HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT
DRAFT
2013-2014

ESTIMATED EXPENDITURES

PERSONNEL SERVICES

Salaries/Benefits	\$62,680.00
Pay-roll Taxes	\$4,263.00
Contract Labor (HCSO)	\$54,256.00
Contract Labor Other (janitorial)	\$2,600.00
Contract Labor Office Help	\$3,500.00
TOTAL	\$127,299.00

Supplies & Materials

Janitorial Supplies	\$150.00
Office Supplies	\$1,500.00
Printing (Fax)	\$400.00
Postage	\$250.00
Maps & Materials	
TOTAL	\$2,300.00

Capital Projects

New Equipment PSAP'S	
Dispatch Center Equipment	\$5,000.00
GIS Equipment	
Computers/ Software	\$3,000.00
TOTAL	\$8,000.00

Contractual Services

Legal Services	\$2,500.00
Accounting Services	\$4,200.00
Professional (Audit)	\$4,000.00
OFFICE RENT	\$8,400.00
TOTAL	\$19,100.00

DRAFT
2013-2014

Lease Payments	
Equipment	
911 Service/Equipment	\$35,000.00
Wireless Services phase I/II	\$25,000.00
Maintenance Recorders	\$4,000.00
TOTAL	\$64,000.00

Travel/Auto/Memberships	
Auto Allowance	\$12,000.00
Professional Development/Travel	\$4,000.00
Registration Fees	\$750.00
Dues/Subscriptions	\$450.00
TOTAL	\$17,200.00

Utilities	
Office Telephone	\$1,600.00
Long Distance Service	\$200.00
Cellular Telephone/NET CARD	\$2,750.00
TOTAL	\$4,550.00

Insurance	
Health Insurance Director	\$6,000.00
Liability / Property Insurance (District)	\$2,000.00
TOTAL	\$8,000.00

Advertising	
Classified	\$100.00
Public Information	
Public Education	\$1,500.00
TOTAL	\$1,600.00
Total Expenditures	\$252,009.00

Estimated Revenues		2013-2014
Wireline Fees	\$	110,000.00
Wireless Fees	\$	160,000.00
Interest Income	\$	2,500.00
Contract Service Fees	\$	600.00
Total Revenues	\$	273,100.00

Approved
2011-2012

HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT
DRAFT
2012-2013

Tommy - 3% raise, carry over 8 vac/comp/longevity

ESTIMATED EXPENDITURES
PERSONNEL SERVICES

Salaries/Benefits	\$56,000.00
Pay-roll Taxes	\$3,836.50
Contract Labor (BSPD)	<u>\$38,000.00</u>
Contract Labor Other (janitorial)	\$2,600.00
Contract Labor Office Help	\$3,500.00
TOTAL	\$103,936.50

Supplies & Materials	
Janitorial Supplies	\$150.00
Office Supplies	\$1,500.00
Printing (Fax)	\$400.00
Postage	\$250.00
Maps & Materials	
TOTAL	\$2,300.00

Capital Projects	
New Equipment PSAP'S	
Dispatch Center Equipment	\$5,000.00
GIS Equipment	
Computers/ Software	\$3,000.00
TOTAL	\$8,000.00

Contractual Services	
Legal Services	\$2,500.00
Accounting Services	\$4,200.00
Professional (Audit)	\$3,000.00
OFFICE RENT	\$8,400.00
TOTAL	\$18,100.00

ESTIMATED EXPENDITURES
PERSONNEL SERVICES

Salaries/Benefits	\$62,680.00
Pay-roll Taxes	\$4,263.00
Contract Labor (HCSO)	<u>\$54,256.00</u>
Contract Labor Other (janitorial)	\$2,600.00
Contract Labor Office Help	\$3,500.00
TOTAL	\$127,299.00 \$ 127,299.00

Supplies & Materials	
Janitorial Supplies	\$150.00
Office Supplies	\$1,500.00
Printing (Fax)	\$400.00
Postage	\$250.00
Maps & Materials	
TOTAL	\$2,300.00 \$ 2,300.00

Capital Projects	
New Equipment PSAP'S	
Dispatch Center Equipment	\$5,000.00
GIS Equipment	
Computers/ Software	\$3,000.00
TOTAL	\$8,000.00 \$ 8,000.00

Contractual Services	
Legal Services	\$2,500.00
Accounting Services	\$4,200.00
Professional (Audit)	\$4,000.00
OFFICE RENT	\$8,400.00
TOTAL	\$19,100.00 \$ 19,100.00

HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT

APPROVED
2011-2012

Lease Payments	
Equipment	
911 Service/Equipment	\$60,000.00
Wireless Services phase I/II	\$35,000.00
Maintenance PD/So	\$6,000.00
TOTAL	\$101,000.00

Travel/Auto/Memberships	
Auto Allowance	\$10,400.00
Professional Development/Travel	\$4,000.00
Registration Fees	\$750.00
Dues/Subscriptions	\$450.00
TOTAL	\$15,600.00

Utilities	
Office Telephone	\$2,200.00
Long Distance Service	\$200.00
Cellular Telephone/NET CARD	\$2,750.00
	\$0.00
TOTAL	\$5,150.00

Insurance	
Health Insurance Director	\$6,000.00
Liability / Property Insurance (District)	\$2,000.00
TOTAL	\$8,000.00

Advertising	
Classified	\$100.00
Public Information	
Public Education	\$1,500.00
TOTAL	\$1,600.00

Total Expenditures

\$266,806.00

DRAFT
2012-2013

Lease Payments		
Equipment		
911 Service/Equipment	\$35,000.00	
Wireless Services phase I/II	\$25,000.00	
Maintenance Recorders	\$4,000.00	
TOTAL	\$64,000.00	\$ 64,000.00

Travel/Auto/Memberships		
Auto Allowance	\$12,000.00	-
Professional Development/Travel	\$4,000.00	
Registration Fees	\$750.00	
Dues/Subscriptions	\$450.00	
TOTAL	\$17,200.00	\$ 17,200.00

Utilities		
Office Telephone	\$1,600.00	
Long Distance Service	\$200.00	
Cellular Telephone/NET CARD	\$2,750.00	
TOTAL	\$4,550.00	\$ 4,550.00

Insurance		
Health Insurance Director	\$6,000.00	
Liability / Property Insurance (District)	\$2,000.00	
TOTAL	\$8,000.00	\$ 8,000.00

Advertising		
Classified	\$100.00	
Public Information		
Public Education	\$1,500.00	
TOTAL	\$1,600.00	\$ 1,600.00

Total Expenditures

\$252,009.00

\$252,009.00

*reduction due to
no longer needing 2
sets of dispatch eq.*

*no increase
for last 5 yrs.*

Estimated Revenues	2011-2012
Wireline Fees	\$107,352.00
Wireless Fees	\$157,580.00
Interest Income	\$1,000.00
Contract Service Fees	\$600.00
Total Revenues	\$266,532.00

Estimated Revenues	2012-2013
Wireline Fees	\$ 110,000.00
Wireless Fees	\$ 160,000.00
Interest Income	\$ 2,500.00
Contract Service Fees	\$ 600.00
Total Revenues	\$ 273,100.00

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AMENDING CHAPTER 18 OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "TRAFFIC" ARTICLE 3 BY AMENDING SECTION 18-73 ENTITLED, "SPEED LIMITS IN SCHOOL ZONES," BY DESIGNATING SCHOOL ZONES AND TIMES WHEN SPECIFIC SPEED LIMITS SHALL BE IN EFFECT; PROVIDING FOR A PENALTY IN ACCORDANCE WITH STATE LAW; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR PUBLICATION; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS DISCUSSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council finds it to be in the public interest to regulate the location and speed limits of school zones within the City of Big Spring; and

WHEREAS, the City Council finds that the public health, safety, and general welfare will best be served by the following regulations;

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

SECTION 1. That the City of Big Spring Code of Ordinances Chapter 18, Article 3, Section 18-73 entitled, "Speed Limits in School Zones", shall hereby be amended to read in its entirety as follows:

Sec. 18-73. Speed Limits in School Zones.

The following described locations or areas within the City of Big Spring are hereby designated "school zones" and no person shall drive a motor vehicle in any direction within said areas or locations at a speed greater than is reasonable or prudent under the circumstances then existing. The speed limit specified hereinafter shall be lawful, but any speed in excess of the limit so specified during the hours set forth hereinafter for each location or area shall be prima facie evidence that the speed is not reasonable or prudent and is unlawful, on the days school is in session.

(A) Goliad Elementary School.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

- (1) On Goliad Street from a point 15' north of the north right-of-way line of 22nd Street to a point 15' south of the south right-of-way line of 17th Street.
- (2) On 18th Street from a point 15' east of the east right-of-way line of Benton Street to a point 84' west of the west right-of-way line of Nolan Street.

(B) Kentwood Elementary School.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

- (1) On Merrily Drive from the west right-of-way line of Ann Drive to the west right-of-way line of Shirley Drive.

(C) Bauer Headstart School Readiness Academy

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

- (1) On Scurry Street from a point 155' north of the north right-of-way line of North 10th Street to the south right-of-way line of North 9th Street.

(2) On North 10th Street from a point 150' east of the east right-of-way line of Gregg Street to the east right-of-way line of Scurry Street.

(3) On North 9th Street from a point 157' east of the east right-of-way line of Gregg Street to a point 130' west of the west right-of-way line of Runnels Street.

(D) Marcy Elementary School.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

(1) On Connally Street from a point 10' south of the south right-of-way line of Cecilia Street to the north right-of-way line of Wasson Road.

(2) On Wasson Road from a point 300' east of the east right-of-way line of Randolph Blvd. to a point 10' east of the east right-of-way line to Calvin Street.

(E) Moss Elementary School.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

(1) On Baylor Street from a point 115' south of the south right-of-way line of Fordham Street to the south right-of-way line of Greenbrier Street.

(2) On Fordham Ave. from a point 15' west of the east right-of-way line of Baylor Street to a point 15' of the east right of way line of Marquette Ave.

(3) On Kent Ave. from the north right-of-way line of Greenbrier Ave. to the south right-of-way line of Fordham Ave.

(4) On Marquette Ave. from north right-of-way line of Greenbrier Ave. to 15' south of the south right-of-way line of Fordham Ave.

(5) On Greenbrier Ave. from a point 15' west of the east right-of-way line of Baylor Blvd. to a point east of the east right-of-way line of Marquette Ave.

(F) Washington Place Elementary School.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

(1) On Birdwell Lane from a point 25' south of the south right-of-way line of South Monticello Street to a point 55' north of the north right-of-way line of North Monticello Street.

(2) On North Monticello Street from a point 90' west to the west right-of-way line of College Avenue to the west right-of-way line of Birdwell Lane.

(G) Big Spring High School.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

(1) On 10th Street from a point 379' east of the east right-of-way line of Goliad Street to the west right of way line on Owens Street.

(2) On 11th Place from a point 114' east of the east right-of-way line of Goliad Street to the west right-of-way line of Young Street.

(3) The City Manager is hereby authorized and directed to add Speed Limit of 20 mph, same hours of all School Zones, to Owens Street between Eighth and Tenth Street

(H) New Hope Christian School.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

(I) On Cedar Road from a point 78' west of the west right-of-way line of Mountain Park Drive to 581' east of the east right-of-way line of Indian Hills Drive.

(J) Big Spring Junior High School.

A speed limit of 20 mph from 7:30 a.m. to 9:00 a.m. and from 2:45 p.m. to 4:30 p.m..

(1) On Sixth Street from a point 30' east of the right-of-way line of South Young to a point 140' east of the right-of-way line of South Goliad.

- (2) On Owens Street from a point 10' south of the right-of-way line of East 5th Street to a point 20' north of the right-of-way line of East 10th Street.
- (3) On Seventh Street from a point 160' east of the right-of-way line of South Goliad to the south right-of-way line of East 8th Street.
- (4) On Eighth Street from a point 140' east of the right-of-way line of South Goliad to a point 10' west of the right-of-way line of South Caylor Street.
- (5) On Benton Street from a point 10' south of the right-of-way line of East 5th to a point north of the right-of-way line of East 6th Street.
- (6) On Austin Street from a point 10' south of the right-of-way line of East 5th to a point north of the right-of-way line of East 6th Street.

(K) Bus loading zone.

A speed limit of 20 mph from 7:30 a.m. to 9:30 a.m. and from 2:45 p.m. to 4:30 p.m.

- (1) On Airbase Road from a point 460' south of the south right-of-way line of West 13th Street to a point 88' north of the north right-of-way line of West 13th Street.
- (2) On West 16th Street from the west right-of-way line of Lark Street to the east right-of-way line of Mesa Street.

(L) The director of public works is hereby authorized and directed to erect and install appropriate signs and markings at the designated locations, in conformance with the State Highway Department's Manual and specifications, indicating and carrying out the provisions of this article.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. That should any section, paragraph, sentence, clause, phrase, or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 5. That the penalty for violation of this ordinance shall be as mandated by State law.

SECTION 6. That upon Final Passage and Approval of this Ordinance, the City Secretary is hereby directed to publish the caption of this Ordinance two times in an official newspaper of the City and the Ordinance shall take effect immediately upon publication of the second notice.

SECTION 7. That the passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City ordinances must be read at two (2) separate meetings of the City Council be suspended and said rule is hereby suspended.

PASSED AND APPROVED by emergency reading at a special scheduled meeting of the City Council on the 27th day of August, 2013 with all members present voting "aye" for the passage of same.

Larry McLellan, Mayor

ATTEST:

Tami Davis, Asst. City Secretary

**CITY OF BIG SPRING
PETITION FOR ANNEXATION OR CITY LIMITS EXTENSION**

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

The undersigned, Mayor of the City of Big Spring which is the owner of the hereinafter described tract of land, which is (1) one-half mile or less in width, (2) contiguous to the city limits, and (3) vacant and without residents, hereby petition the governing body of the City of Big Spring to extend the present city limits so as to include as part of the City of Big Spring, Texas, the property described as follows:

All that certain parcel and piece of land out of and part of the East one half of the West one half of Section Thirteen, Block Thirty-three, Township One South, T & P Ry. Co. Survey in Howard County, Texas, more particularly described as follows:

BEGINNING at an iron rod for the N.W. corner of this tract, said rod is N. 75 deg. 23' E. 1320 feet and S. 14 deg. 37' E. 2610 feet from the N.W. corner of Section 13, Block 33, T-1-S, T & P Ry. Co. Survey, Howard County, Texas, and S.W. corner of Lot 12, Block 12, SUBURBAN HEIGHTS, Big Spring, Howard County, Texas;

THENCE S. 14 deg. 37' E. 1382.86 feet to an iron rod for the S.W. corner of this tract;

THENCE N. 75 deg. 23' E. 1260 feet to an iron rod located in the West ROW line of Parkway Road, a dedicated thoroughfare, for the S.E. corner of this tract;

THENCE N. 14 deg. 37' W. 1382.86 feet, along and with the West line of Parkway Road, to a concrete monument located at the S.E. corner of Lot 20, Block 8, of SUBURBAN HEIGHTS, for the N.E. corner of this tract;

THENCE S. 75 deg. 23' W. 1260 feet, along and with the South line of SUBURBAN HEIGHTS to the place of beginning, containing 40 acres of land in Section 13, Block 33, T-1-S, T & P Ry. Co. Survey, Howard County, Texas.

I hereby certify, under oath, that:

THE CITY OF BIG SPRING IS THE TRUE AND ONLY OWNER OF THE ABOVE DESCRIBED TRACT OF LAND, as conveyed to it in a Deed of Gift recorded as:

Document No. 5081, Official Deed Records of Howard County, or in Volume 466, Page 214, Deed Records of Howard County.

Signature page follows

CITY OF BIG SPRING, TEXAS

By: *Larry McLellan*
Larry McLellan, Mayor

ATTEST:

Tami Davis
Tami Davis, Assistant City Secretary

ACKNOWLEDGMENT

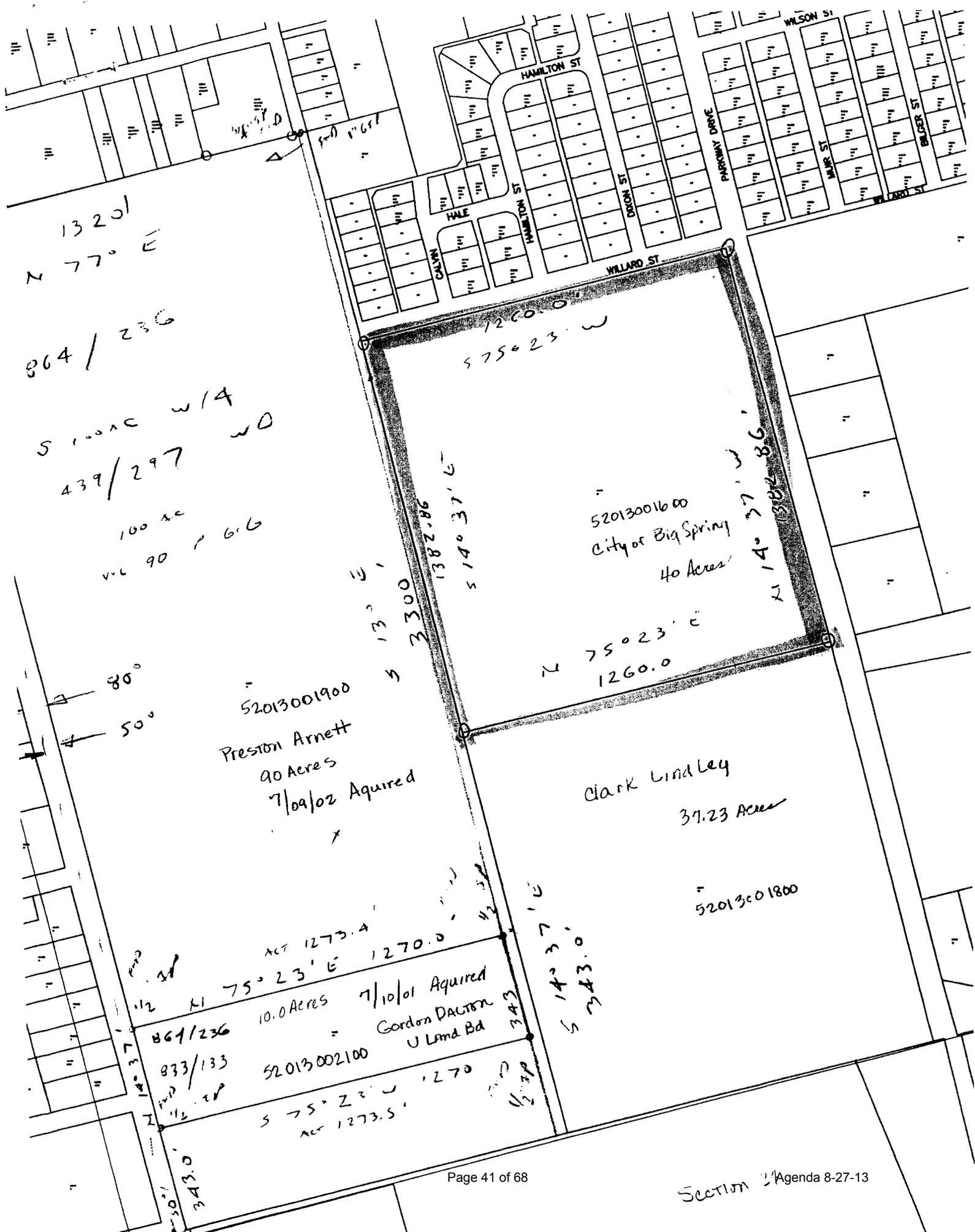
BEFORE ME, the undersigned notary public in and for the State of Texas, on this day personally appeared Larry McLellan, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is the Mayor of the City of Big Spring, a Texas home-rule municipal corporation, and that he executed the same for the purposes and in the capacity therein expressed on behalf of said entity.

Lesia V. Gamble
Notary Public, State of Texas



My Commission expires 7-29-14

For Office Use Only	
Date Received:	_____
City Council Hearing Date:	_____



1320'
N 77° E

864 / 236

5 100 AC W/4
439 / 297 W/O

100 AC
N 90° P 6.6

80°
50°

52013001900
Preston Arnett
90 Acres
7/10/02 Acquired

Clark Lindley
37.23 Acres

52013001600
City of Big Spring
40 Acres

ACT 1273.4
N 75° 23' E 1270.0
10.0 ACRES 7/10/01 Acquired
Gordon DALTON
U Land Bd

52013002100
N 75° 23' W 1270
ACT 1273.5

TML Intergovernmental Employee Benefits Pool
Austin, Texas

INTERLOCAL AGREEMENT
(NON-RISK PARTICIPATING MEMBER)

WHEREAS, the TML Intergovernmental Employee Benefits Pool, hereinafter referred to as TML IEBP, is a legal entity created by Political Subdivisions of the state and governed by trustees, and is the successor of the Texas Municipal League Group Benefits Risk Pool formerly operating under the name of the Texas Municipal League Insurance Trust Fund, which was established May 1, 1979; and

WHEREAS, the undersigned Employer Member represents that it is a Political Subdivision of this state or of another state, that it is a "Local Government" qualified to enter into this Interlocal Agreement, and that its governing body has acted by majority vote, at a duly called and posted public meeting, to authorize and participate in this Interlocal Agreement; and

WHEREAS, the undersigned political subdivision has examined all the facts and issues it deems relevant and determined that it is in the best interest of the Political Subdivision, its Employees, officials, and retirees and their dependents to enter into this Interlocal Agreement and obtain the services provided by the TML IEBP in connection with one or more life, sick, accident and other health benefits provided to its employees, officials, and retirees and their dependents by becoming a member of the TML IEBP;

WHEREAS, the TML IEBP represents that it is a "Local Government" qualified to enter into this Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, the undersigned Political Subdivision, together with other political subdivisions executing identical or substantially similar Interlocal Agreements, enters into this Interlocal Agreement for the purpose of obtaining services for the administration of one or more life, sick, accident and other health benefits provided by the Political Subdivision. The services will be provided under the authority of the laws of the State of Texas including the Interlocal Cooperation Act (Chapter 791, Government Code). The Employer Member hereby designates the TML IEBP as its instrumentality to administer the business and supervise the performance of the Interlocal Agreement. The conditions of membership in the TML IEBP are agreed upon by and between the parties as set forth hereinafter.

1. When used in this Interlocal Agreement, the capitalized terms shall have the meanings specified in this paragraph unless the context clearly requires otherwise:

"Board of Trustees" or "Board" or "Trustees" means the trustees selected pursuant to the Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool to supervise the operation of the TML IEBP.

"Employer Member" means a Political Subdivision entering into this Interlocal Agreement.

"Plan" or "Plans" mean the health benefit plan(s) established and provided by the Employer Member.

"Political Subdivision" means any legal entity included within the definition of political subdivision in Chapter 791, Government Code.

"TML IEBP" means the TML Intergovernmental Employee Benefits Pool.

"Interlocal Agreement" means the TML Intergovernmental Employee Benefits Pool Non-Risk Participating Member Interlocal Agreement.

"Local Government" means any legal entity included within the definition of "local government" in Chapter 791, Government Code.

2. The Employer Member agrees to be bound by this Interlocal Agreement and the Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool and all amendments thereto, and the policies and procedures established by the TML IEBP which collectively establish the conditions for membership in the TML IEBP.
3. TML IEBP and the Employer Member will comply in all respects with their respective obligations under the Group Benefits Services Agreement which is affixed hereto and incorporated for all purposes as if fully set out herein. The payments required to be made by the Employer Member under the terms of the Group Benefits Services Agreement shall be made at Austin, Travis County, Texas on the dates and in the amounts as the TML IEBP requires for providing services. Interest, beginning the first day after the due date and continuing until paid, shall accrue at the maximum rate allowed by law on the balance of any payment or contribution not paid when due. All such payments and interest shall be paid from then current revenues.
4. Except as may be otherwise specified in the TML IEBP Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool, this Interlocal Agreement may be terminated by either the Employer Member or the TML IEBP in accordance with the terms of the attached Group Benefits Services Agreement.
5. The Employer Member shall furnish all the information the TML IEBP deems necessary and useful for the purposes of this agreement and shall abide by the policies and procedures adopted for the administration of the benefits plan. The TML IEBP may amend its policies and procedures at the time of annual renewal of this agreement and its Trust Agreement Establishing the TML Intergovernmental Employee Benefits Pool at any time to the extent it deems advisable except that no amendment shall change the purpose of the TML IEBP. The TML IEBP may contract with a third party administrator to perform some or all of TML IEBP's duties under this Interlocal Agreement.
6. Each Employer Member will designate and appoint a coordinator of department head rank or above and agrees that the TML IEBP shall not be required to contact or provide notices to any other person. Further, any notice to, or agreement by an Employer Member's Coordinator, with respect to services or claims hereunder, shall be binding on the Employer Member. The Employer Member reserves the right to change the coordinator from time to time by giving written notice to the TML IEBP.
7. The Employer Member hereby appoints the TML IEBP as its agent to act in all matters pertaining to the processing and handling of claims and agrees to cooperate fully and provide all information necessary.
8. Each Employer Member, as Plan Administrator, retains the right, duties and privileges of the Plan Administrator and acknowledges it has responsibility for compliance with the state and federal laws applicable to employee benefits. For purposes of delivery of any Continuation of Coverage notices, TML IEBP is not the Group Administrator for any Employer Member unless and until a separate contract for administration of Continuation of Coverage is entered into between TML IEBP and that Employer Member.
9. To the extent authorized by law, the Employer Member agrees to indemnify and hold harmless the TML IEBP for all claims, damages and expenses, including but not limited to attorney's fees and costs of court, arising out of acts or omissions of officers or employees of the Employer Member in connection with the Plan. The Employer Member agrees to pay all such claims, damages, and expenses out of current revenues at the time the obligation is determined. In the event current revenues are inadequate to fund the obligation at the time it is determined, the

Employer Member agrees to take the appropriate budgetary action sufficient to pay the obligation.

10. The Employer Member and the TML IEBP may contract for additional administrative services related to the Employer Member's employee benefit programs.
11. No bond is required of the Board of Trustees of the TML IEBP.
12. If any part of this Interlocal Agreement, save and except paragraph 3, is declared invalid, void or unenforceable, the remaining parts and provisions shall continue in full force and effect. It is further agreed that venue for any dispute arising under the terms of this Interlocal Agreement shall be in Austin, Travis County, Texas.
13. This agreement with attachment represents the complete understanding of the TML IEBP and the Employer Member and may not be amended, modified or altered without the written agreement of both parties.
14. The term of this Interlocal Agreement shall be concurrent with that of the Group Benefits Services Agreement which is affixed hereto. Absent notice of termination, the Employer Member may annually renew and extend this Agreement by executing and returning the Group Benefits Services Agreement.

This Interlocal Agreement is entered into for the Employer Member under authorization of

(EMPLOYER MEMBER)

at duly called meeting held on _____
(Date of Meeting)

By _____
(SIGNATURE) (Typed or Printed Name)

Authorized Official Title _____

Date _____

This Interlocal Agreement entered into and Appointment Accepted By:

The TML Intergovernmental Employee Benefits Pool at Austin, Texas

By _____

Date _____

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF BIG SPRING AND G4S
FOR FLEET MANAGEMENT SERVICES**

THIS AMENDMENT is made this 27th day of August, 2013, by and between the City of Big Spring, a Texas home-rule municipality, whose address is 310 Nolan St., Big Spring, Texas 79720 (“**City**”), and G4S Integrated Fleet Services, LLC, a Nevada corporation, whose address is 4800 Overton Plaza, Suite 380, Fort Worth, TX 76109 (“**Contractor**”).

WHEREAS, the City and Contractor entered an Agreement for Fleet Management Services on September 21, 2012 which is due to expire on September 20, 2013; and

WHEREAS, the Parties agree to extend the Agreement an additional two (2) months.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the term of the Agreement by two (2) months to expire on November 30, 2013.
2. Except as specifically amended hereby, all other provisions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date and year written above.

Attest:

**CITY:
City of Big Spring, TX
A TEXAS Municipal Corporation**

Tami Davis, Assistant City Secretary

By: _____
Larry McLellan, Mayor

APPROVED AS TO FORM

Linda L. Sjogren, City Attorney

**CONTRACTOR:
G4S INTEGRATED FLEET SERVICES, LLC**

(SEAL)

By: _____
Print Name _____

Title: _____

Date: _____

STATE OF TEXAS)
)
CITY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ of G4S Integrated Fleet Services, LLC, who is personally known to me or has produced _____ as identification, and acknowledged execution of the foregoing Agreement as the proper official of G4S Integrated Fleet Services, LLC for the use and purposes mentioned in it and affixed the official seal of the corporation and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at and in the State and City Aforesaid on this ____ day of _____, _____.

NOTARY PUBLIC

**SERVICE AGREEMENT BETWEEN
THE INSTITUTE FOR BUILDING TECHNOLOGY AND SAFETY AND
CITY OF BIG SPRING, TEXAS**

On this 14 day of August, 2013, City of Big Spring, Texas, herein after referred to as "City," and the Institute for Building Technology and Safety, with a branch office at 820 Lawrence Road, Suite 126, Kemah Texas, and headquartered at 45207 Research Place, Ashburn, VA, hereinafter referred to as "IBTS," do hereby enter into agreement under the following terms and conditions. IBTS is a non-profit organization guided by a 5-member Board appointed by the National League of Cities, the International City/County Management Association, the National Association of Counties, the Council of State Governments, and National Governors Association.

1.0 SCOPE OF SERVICES

IBTS hereby agrees to furnish services at the City's sole discretion as specified and set forth in Attachment A to this service agreement.

It is understood and agreed by and between the parties hereto that there is no minimum amount of work guaranteed to IBTS by the City. The City is free to limit the amount of services performed by IBTS and will only seek services on an as needed basis.

1.1 BUILDING DEPARTMENT SERVICES

Plan Review and Inspections: City will inform its citizens that IBTS has been selected as its third party building code compliance organization to provide applicable services on behalf of the City. Permit applicants will continue to the City office to get permits, submit plans for plan reviews, or for zoning and FEMA certifications. For inspections on IBTS assigned projects the permit applicants may call IBTS directly.

Standard response time from IBTS: IBTS agrees to complete the plan reviews within 7 working days in 80% of cases, and within 10 working days in 100% of the cases. IBTS will conduct inspections within 48 hours of a request in 80% of the cases and within 72 hours in 100% of the cases. Exceptions will be those factors that are beyond IBTS control, such as natural disaster.

1.2 BUILDING DEPARTMENT AND INSPECTION SERVICES ASSESSMENT

IBTS will perform an initial non-evasive review of how the City addresses its flow of work through the staff while incorporating the required adoption and amendments of the International Building and Residential Codes. It will provide written comments regarding compliance with the applicable building codes and/or provide a recommendation to improve or modify these processes. After initial review, the City will assume ownership of newly modified changes. IBTS can perform several follow up reviews if necessary.

IBTS will assess compliance with the requirements for building use, construction type, height and area limitations, occupancy limits, fire wall and separation; means of egress, triggers for sprinkler requirements and the review and approval process for shop drawings. IBTS will review to ensure building, mechanical, electrical and plumbing inspectors fully understand the requirements and restrictions of the adopted codes.

1.3 OTHER TECHNICAL SERVICES

IBTS will provide other services, upon request and at City's sole discretion, as necessary and appropriate to fulfill the terms of this agreement and to respond to the needs of the City. Such services include

but are not limited to training, management support to review and or develop forms, procedures, and project oversight, public outreach and outreach media. Note that payment for other services is based upon fees, hourly rates, and level of effort commensurate to the request for service. Generally, training, management support, IT, and such similar services may not be subject to fees collected from the public.

1.4 SOFTWARE

IBTS will use proprietary software in carrying out and recording appropriate data collected in providing the Scope of Services within the City. This software includes an internet accessible portal so that applicants can apply for permits online and otherwise interact with the permitting system upon proper registration. IBTS will be responsible for all maintenance, hosting and fees associated with the software. City agrees this proprietary software developed by IBTS cannot be utilized by third party providers and therefore they will not have access to the web accessible portal due to the intellectual property found within the software. The City agrees that the proprietary software is considered intellectual property as identified in paragraph 13 of this agreement. At the discretion of the City, a web-based software license may be obtained at any time during the term or after the term of this agreement. If City wishes to purchase IBTS software such purchase of the software will require one-time license fees and annual maintenance fees that will be negotiated at that time, but will allow the City continued use and record keeping after the term of this service agreement. Software procurement and takeover fees are subject to change from those identified in the following Software Fee Schedule, based on negotiation with the City during the term of this agreement.

The City may, at its own expense and discretion, utilize any permitting software for these services. IBTS will not be held responsible for any costs associated with this software, not limited to or including fees, maintenance, upgrades, improvements and licensing required for the use of said software. City agrees to give IBTS access to said software as required to complete and execute the services agreed to in this Agreement.

2.0 PAYMENT TERMS

In consideration of the services performed under the terms of this Agreement, the City shall pay IBTS, for services performed, fees not to exceed the fees as stated in Attachment "B" to this Agreement. The City is responsible for overnight delivery charges, if any. IBTS will submit to the City an invoice including a report of all Agreement activity, by identified project, on a monthly basis or as work is completed. The City will make payments within 30 working days after submission of an invoice to it by IBTS. If the City disputes the validity of any charges, it may deduct such charge from the invoice and notify IBTS of the reasons. IBTS will respond with verification on correction. There shall be no other offsets of any kind or nature to the invoices submitted by IBTS. Undisputed balances due that are not paid within forty-five (45) working days of submission shall accrue interest at the rate of one and one-half percent (1.5 %) per month. Failure of City to timely pay undisputed invoices shall be grounds for IBTS to terminate this Agreement.

All invoices from IBTS to the City for services rendered under this Agreement are to be sent to:

City of Big Spring
Attention: Kenny Davis
Building Official
501 Runnels
Big Spring, Texas
79720
Office Phone: 432-264-2503
Office Fax: 432-264-2527

3.0 TERM OF AGREEMENT

This service agreement term shall begin on September 1, 2013, and shall end on September 1, 2015. At the end of the term, the agreement and all subsequent amendments will automatically renew and be extended for two year periods until either the City or IBTS terminates the agreement by providing a 30 day written notice of termination. During the term of the agreement, the City agrees to use IBTS as its' only outside provider of Building Department Services and for other technical and management support functions as outlined in the IBTS Technical Proposal. At the start of each extension, the rate of compensation may be negotiated as appropriate based on cost of living increases or other factors.

4.0 TAXES

IBTS is responsible for payment of all applicable taxes on the funds to be received under this agreement. IBTS's Federal Tax Identification Number is 54-1963889.

5.0 CITY-FURNISHED RESOURCES

The City shall appoint a Program Manager for this Agreement. The Program Manager will provide oversight of the activities conducted hereunder. Notwithstanding IBTS's responsibility for management during the performance of this Agreement, the assigned Program Manager shall be the principal point of contact on behalf of the City, and will be the principal point of contact for IBTS concerning performance under this Agreement. The Program Manager of the City will be authorized to issue instructions to IBTS.

The City agrees to use its discretion to enforce the requirements of its codes and ordinances and to take appropriate administrative and legal action for noncompliance.

The City will provide office space for an IBTS person to work. If the City is providing permit issuance assistance, one of the City's personnel will handle the permits and receive the plans for review. At the City's discretion, and utilizing Aid to Local Government Grant funding, IBTS will provide a computer, and the City will provide the necessary connection to the internet, so that the City's employee can electronically enter the permit information in the computer and issue occupancy permits and connections to the utilities once all the inspections have been completed. The City shall also permit IBTS to use its printer or copier as necessary to support third party services.

6.0 IBTS-FURNISHED RESOURCES

IBTS will provide an International Code Council Certified Professional and such other professionals as necessary to provide all services rendered. IBTS will be fully responsible for its staff and all of its staff needs including but not limited to: automobiles, mileage, housing, per diems, cell phones, laptop computers and appropriate software, code books, safety equipment, tools for inspections, and certification costs. IBTS field inspectors will mostly work in the field and will not need work stations on a regular basis but may need to utilize City offices for coordination and filing field reports.

7.0 TERMINATION FOR CAUSE

The City may terminate this Agreement for cause based upon the failure of IBTS to comply with the terms and/or conditions of the Agreement, provided that the City shall give IBTS written notice specifying the IBTS's failure. If within thirty (30) days after receipt of such notice, IBTS shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the City may, after giving IBTS the opportunity to present its appeal, place IBTS in

default, and the Agreement shall terminate on the date specified in such notice. Where the City has determined IBTS to be in default, the City reserves the right to obtain any or all products or services covered by the agreement on the open market.

IBTS may suspend its services if the payment has not been made by the City for undisputed amounts within 45 working days of receiving the invoice from IBTS. IBTS may exercise any rights available to it under Texas law to terminate for cause upon the failure of the City to comply with the terms and conditions of this agreement, provided that IBTS shall give the City written notice specifying the City's failure, and a reasonable opportunity for the City to cure the defect.

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any remedy provided by law.

8.0 INDEMNIFICATION

IBTS agrees to indemnify and hold City, its council-members, officers, agents and employees, harmless from and against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, that may arise out of or be occasioned by IBTS's breach of any of the terms or provisions of this Agreement, or by any other negligent act or omission of IBTS, its officers, agents, associates, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this Paragraph shall not apply to any liability resulting from the sole negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both the IBTS and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City under Texas law and without waiving any defense of the parties under Texas law. The provisions of this Paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

9.0 AGREEMENT CONTROVERSIES

Any claim or controversy arising out of the Agreement shall be resolved according to Texas law. The parties may choose by mutual agreement to use arbitration as an alternate means to settle any disputes.

10.0 VENUE

The venue for any cause of action involving or arising out of this Agreement shall be in Howard County Texas.

11.0 ASSIGNMENT

IBTS shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the City. This provision shall not be construed to prohibit IBTS from assigning to a bank, trust company, or other financial institution any money due or to become due from approved agreements without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the City.

12.0 AGREEMENT MODIFICATION

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

13.0 CONFIDENTIALITY

All financial, statistical, personal, technical and other data and information relating to the City's operations which are designated confidential by the City and made available to the IBTS in order to carry out this Agreement, or which become available to IBTS in carrying out this agreement, shall be protected by IBTS from unauthorized use and disclosure through the observance of the same or more effective security requirements as are applicable to the City. IBTS shall not be required to keep confidential any data or information that are or become publicly available, are already rightfully in IBTS's possession, are independently developed by IBTS outside the scope of this agreement, or are rightfully obtained from third parties.

The City agrees that its staff and agents may become aware of IBTS intellectual property or information protected as trade secret such as business processes and procedures. The City agrees, to the extent allowed by law, that it will not discuss with outside parties any information protected accordingly. The City shall not be required to keep confidential any data or information that is, or becomes publicly available, is already rightfully in the City's possession, is independently or rightfully obtained from third parties.

At all times in the duration of this agreement, City owns and will have the right to all data including inspection and plan review information, information bulletins, forms, and other related technical material resulting from this effort. However, IBTS will retain intellectual rights on the forms and procedures, training, material, management systems, and IT system it develops for City for use in other business areas so long as the confidentiality of City data and information is not compromised. IBTS will maintain records of the information related to the building code services it performs.

14.0 SUBCONTRACTORS

IBTS may, with prior notice to City, use consultants or staff provided by a Subcontractor. In such case, IBTS will be fully responsible for the work completed by the consultant and staff provided by a Subcontractor to IBTS for this project. In no event shall the existence of a subcontract operate to release or reduce the liability of IBTS to the City for any breach in the performance of IBTS's duties.

All IBTS staff members, as well as consultants or staff provided by a Subcontractor who will provide construction code enforcement services as an inspector or plan reviewer will meet all applicable professional requirements under state and federal law and shall register as third party providers with the International Building Code Council.

15.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

IBTS agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, and the Age Act of 1975. IBTS further agrees to abide by the requirements of the Americans with Disabilities Act of 1990. IBTS agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, or political affiliation. Any act of discrimination committed by IBTS, or failure to comply with these statutory obligations when applicable, shall be grounds for the termination of this Agreement.

16.0 INSURANCE

Insurance shall be placed with insurers with an A.M. Best's rating of no less than A-VI. This rating requirement shall be waived for Worker's Compensation coverage only.

IBTS's Insurance: IBTS shall submit certificates evidencing insurance policies for the inspection and approval of the City before work is commenced. Said policies shall not hereafter be canceled, permitted to expire, or be changed without thirty (30) days' written notice in advance to the City.

Compensation Insurance: IBTS shall maintain, during the life of the Agreement, Workers' Compensation Insurance for all of the IBTS employees. In case any work is sublet, IBTS shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees and show proof of said coverage to IBTS, unless such employees are covered by the protection afforded by IBTS. If the subcontractor is a sole proprietor or principal, they may be allowed to exclude themselves from procuring Workers Compensation Insurance and it shall be IBTS's responsibility to ensure that the Subcontractor complies with Texas Workers Compensation Laws.

Commercial General Liability Insurance: IBTS shall maintain, during the life of the Agreement, such Commercial General Liability Insurance which shall protect IBTS, the City and any Subcontractors during the performance of work covered by the Agreement from claims or damages for personal injury, including accidental death, as well as for claims for property damage, which may arise from operations under the agreement, whether such operations be by IBTS or by a Subcontractor, or by anyone directly or indirectly employed by either, or in such a manner as to impose liability to the City. In the absence of specific regulations, the amount of coverage shall be as follows: Commercial General Liability Insurance, including bodily injury, property damage and liability, with combined single limits of \$1,000,000.

Errors and Omissions Insurance: IBTS shall maintain, during the life of the agreement, Errors and Omissions Insurance in an amount not less than \$1,000,000.

Licensed and Non-Licensed Motor Vehicles: IBTS shall maintain, during the life of the Agreement, Automobile Liability Insurance in an amount not less than combined single limits of \$1,000,000 per occurrence for bodily injury/property damage. Such insurance shall cover the use of any non-licensed motor vehicles engaged in operations within the terms of the Agreement on the site of the work to be performed.

Subcontractor's Insurance: IBTS shall require that any and all subcontractors shall procure and maintain insurance of the same nature and in the same amounts as those required of IBTS in this Agreement, listing both IBTS and the City as "additional insured," with the exception of Errors and Omissions Insurance.

17.0 APPLICABLE LAW

This agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

18.0 SEVERABILITY

If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications that can be given effect without the invalid term, condition, or applications; to this end the terms of this Agreement are declared severable.

19.0 ORDER OF PRECEDENCE

This Agreement shall, to the extent possible, be construed to give effect to all of its provisions, however, if any provisions are in conflict, first priority shall be given to the provisions of this Agreement and any amendment; second priority shall be given to the provisions of the IBTS Technical Proposal attached hereto as Exhibit "C" and any amendment.

20.0 NOTICES

All notices or other communications required under this Agreement shall be in writing and shall be served by hand delivery, by prepaid United States Certified Mail, return receipt requested, or by reputable overnight delivery service guaranteeing next day delivery with proof of delivery or fax (provided such fax is confirmed by expedited delivery service or by mail in the manner previously described), sent to the addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of fax, upon receipt as established by machine generated confirmation or transmission. Unless changed in accordance with the preceding sentence, the address for notices shall be as follows:

If to IBTS:
IBTS
Mr. Shyam Choudhary
45207 Research Place
Ashburn, VA 20147
Fax (703) 437-6432

If to City:
City Manager
310 Nolan St.
Big Spring, TX 79720
Phone: (432) 264-2401
Fax: (432) 263-8310

WITH A COPY TO:
Kenny Davis, Building Official
501 Runnels
Big Spring, TX 79720
Phone: (432) 264-2503
Fax: (432) 264-2527

21.0 AUTHORIZED SIGNATURES

The parties' represent that all actions have been taken to authorize the execution of this Agreement and that the parties signing this Agreement have the Authority to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this ____ day of _____, 2013.

FOR IBTS:

FOR CITY OF BIG SPRING:

Printed Name: _____
Title: _____

Printed Name: _____
Title: _____

Signature: _____
Date: _____

Signature: _____
Date: _____

ATTEST: _____
Tami Davis, Assistant City Secretary

Attachment A



The Institute for Building Technology and Safety



Providing value to communities, governments and the planet by accelerating progress.

Third Party Residential and Commercial Plan Review and Building Department Services

City of Big Spring, Texas

June 24, 2013



June 24, 2013

Mr. Gordon Browning
Interim Planner
City of Big Spring, TX

RE: Third Party Plan Review and Building Department Services

Dear Mr. Gordon Browning,

The Institute for Building Technology and Safety (IBTS) hereby submits our qualification to the City of Big Spring for Third Party Plan Review and Building Department Services.

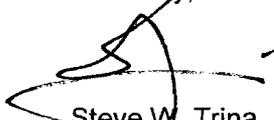
The Institute for Building Technology and Safety (IBTS) is a 501(c)(3) non-profit corporation founded by five governmental organizations to provide a unique understanding of government agencies' needs and constraints, and of the expectations of the citizens they serve. IBTS is a nationwide group of over 150 architects, engineers, code compliance experts, building inspectors, and other industry specialists, hailing from a diverse experience base. We are solely dedicated to the service of gathering the data required to produce a factual report or comparison to a standard or regulation, and have successfully performed these services for federal, state and local agencies since 1974.

IBTS serves as a government partner in the following areas in the Built Environment:

- Building Department Services
- Community Development
- Compliance Risk Monitoring
- Disaster Recovery and Management
- Energy and Sustainability Services
- Quality Assurance
- Education and Training
- Information Systems

We are confident that our team will provide the highest quality, best value service available for your community. IBTS is looking forward to the opportunity to meet with the City of Big Spring and appropriate staff to expound on our qualifications. If you have any additional questions please do not hesitate to contact me directly.

Sincerely,



Steve W. Trina
Senior Manager



Introduction

Company Name: Institute for Building Technology and Safety (IBTS)

Corporate Headquarters: 45207 Research Place
Ashburn, VA 20147
(703) 481-2000 office
(703) 437-6432 fax

Point of Contact: Steve W. Traina
820 Lawrence Rd.
Suite 126
Kemah, TX 77565
Ph: (281) 549-6280
Fax: (281) 549-6279
Cell: (832) 704-4072
straina60@yahoo.com

Organization Type: 501(c)(3) not-for-profit corporation

CEO: Ashok Goswami, PE
COO: Shyam Choudhary, PE

Employees: 150 Engineers, Architects, ICC Certified Building Officials, Plans Examiners and Commercial & Residential Building Inspectors.
6 Executive Management, Directors
40 Administration, IT Services, Support Staff
Over 100 contract code and quality assurance field inspectors

IBTS is a 503 (c) (3) non-profit corporation headquartered in Ashburn, Virginia with local branch and field offices across the country. IBTS provides reputable and credible services to our local, state and federal partners. In Texas, IBTS maintains Branch Offices in Austin, TX and in Kemah, TX, which manages field personnel across the state of Texas to respond to local project needs. With other office across the US we are ready and able to serve our clients' needs no matter the size.

IBTS is a complete solutions provider, with qualifications that exceed those of typical plan review and inspection service providers. The core of IBTS is comprised of quality assurance, building code officials and inspectors, plan reviewers, flood plain management, property maintenance, energy and sustainability, community development, disaster management, and risk mitigation will all the necessary administrative staff, supported by human resources, accounting and finance, and information technology departments. Accordingly, IBTS has the staff, organizational proficiency, and experience needed to support needs of the City of Big Spring in its efforts to provide quality Building Department services to ensure building occupancy safety for its' citizens. For the successful completion of this contracted effort, IBTS can provide the City of Big Spring with unmatched services based on IBTS's:



- Extensive national and local work experience in construction code enforcement and related building department training, plan reviews, and inspection services.
- Extensive knowledge of building department code compliance plan review, inspection, and quality control procedures specifically designed to meet the needs of local government.
- Large staff of certified professionals with training experience: certified Plans Examiners, Master Code Professionals, Certified Building Officials, Certified Flood Plain Managers, Certified Property Maintenance Inspectors, and experienced ICC Building Code Certification Trainers.
- Capacity to provide complete and comprehensive solutions, and proven ability to work in harmony with all levels of government, building and maintaining effective partnerships and working relationships.

Since 2010, IBTS has conducted plan review and inspection services for many jurisdictions, including:

- Washington, DC – Indirect Third Party Plan Review and Inspections
- Fairfax County, VA – Direct Third Party Plan Review
- Falls Church, VA – Direct Third Party Plan Review and Inspections
- Hampton, VA – Specific Project Contract Services related to Building Department Services
- Portsmouth, VA – Third Party Plan Review and Inspections – Staff Augmentation
- Virginia Department of General Services – Ongoing Building Department Services Contracts
- Jersey City, TX Third Party plan review and inspections
- Reeves County Construction Manager Service including engineering and architectural plan and specification review
- Louisiana Department of Public Safety – Ongoing Building Department Services Contracts
- Louisiana Parishes (65) – 3rd Party Plan, Zoning, Flood Plain Review , Inspections and Permitting
- Military Housing Installations in 11 states – Contracts with numerous private developers providing 3rd Party building department inspections
- City of Odessa, TX – All Commercial plan review

We at IBTS take considerable pride in our ability to directly serve both large and small jurisdictions alike from population three million to three hundred as well as our proven ability to customize our project delivery to the customer needs and expectations.

Government Partner

Since IBTS is a 501(c) (3) non-profit, we have no stockholders, and is controlled by a Board of Directors appointed by several governmental public-interest associations. The five-member board includes one representative each from the National Governors' Association (NGA), the Council of State Governments (CSG), the National Association of Counties (NACo), the National League of Cities (NLC), and the International City/County Management Association (ICMA).



These bodies represent all levels of government: Governors' offices, state governments, counties, municipalities, and national building code offices. This representation allows IBTS to ensure the government's needs are paramount and there is a better understanding of the needs and considerations regarding our services than technical third party services that other entities provide. This uniquely qualifies IBTS as a credible and single source provider of impartial and reliable services to government offices as we understand local, state and federal government needs across the country.

IBTS does not function under the profit driven pressures of a for profit corporation. Quality and service is part of our bottom line, and what we were founded to ensure. At the same time, with over 30 years of successful project management experience behind us, we understand the need for fast, efficient service provided in a spirit of cooperation and teamwork.



The Council of State Governments
Sharing capital ideas



Leaders at the Core of Better Communities



Corporate History

Incorporated in 1997, IBTS acquired the Housing and Building Technology (HBT) Division of the National Conference of States on Building Codes and Standards (NCSBCS). NCSBCS had over 20 years of government contracting experience. IBTS, with this more than 30 years of experience is a domicile Commonwealth of Virginia corporation, licensed to conduct business in the State of Texas.

Our CEO, Ashok Goswami, and the COO/CFO, Shyam Choudhary, are registered Professional Engineers with Masters' Degrees in Civil Engineering and Business Administration. Mr. Goswami and Mr. Choudhary have 30 and 28 years of service respectively with this organization. IBTS has a stable, longstanding leadership and many years of experience providing the kinds of services called for in this effort.

IBTS was formed to work closely with government offices on the Federal, state and local levels, offering technical and professional services with a unique blend of governmental credibility and private sector flexibility.

Corporate Structure

IBTS's Chief Executive Officer, Ashok Goswami, P.E., is responsible for setting the direction for IBTS and for building and maintaining an effective and cohesive management team. Mr. Goswami is also responsible for the general oversight and administration of the day-to-day operations of the company. Mr. Goswami has over 30 years of experience in the building code regulatory arena, and has specific experience in building and maintaining long-term partnerships with local, state, federal, and private entities.

Mr. Goswami is assisted by Shyam Choudhary, P.E., Chief Financial and Operations Officer, and a seasoned Program Manager. In his capacities as CFO and COO, Mr. Choudhary is



mainly responsible for ensuring the long-term success of IBTS through strategic economic planning and forecasting.

References

Contact Name:	Douglas K. Smith, MCP; Building Official Director of Permits and Inspections
Project:	Portsmouth, VA – 3rd Party Plan Review and Inspections
Contact Information:	801 Crawford Street Portsmouth, Virginia 23704-3822 757-393-8531 office 757-393-5108 fax doug.smith@portsmouthva.gov
Services Offered:	City of Portsmouth Building Department – commercial and residential inspections – Property Maintenance enforcement -- existing and new construction.
Contact Name:	Doug Fraser, CBO
Project:	City of Falls Church Building Department
Contact Information:	300 Park Avenue Falls Church, VA 22046 703-248-5001 office 703-248-5087 direct DFraser@fallschurch.gov
Services Offered:	City of Falls Church Building Department – On-demand commercial and residential plan and shop drawing reviews and inspections – existing and new construction.
Contact Name:	Honorable Judge Won Joo Bang, MD
Project:	Reeves County Construction Management Services
Contact Information:	100 East Fourth 100 East Fourth Street – Suite 207 432-445-5418 ex. 1437 office judgebang@yahoo.com
Services Offered:	Performed Construction Management Services through rehabilitation community development grants. Also serving as trusted advisor to facility repairs.
Contact Name:	Vanessa Shrauner Development Coordinator
Project:	City of Odessa, TX Commercial Plan Review
Contact Information:	411 W. 8 th St Odessa, TX 79760 432-335-3821 office vshrauner@odessa.tx.gov
Services Offered:	Performed commercial plan review and code compliance review.



Pricing

IBTS will perform an initial non-structural plan review and provide written comments regarding compliance with applicable building codes and/or provide a recommendation to approve. After initial review, jurisdiction will assume ownership of review. IBTS will perform follow up reviews as necessary to approve plans for construction. IBTS will review plans for compliance with requirements for building use, construction type, height and area limitations, and occupancy limits; fire wall and separations; means of egress; and triggers for sprinkler requirements (not including sprinkler or fire alarm shop drawings). IBTS will review to ensure that mechanical, electrical and plumbing plans and energy plans/calculations are provided and substantially complete to allow for use by inspection staff. IBTS will include standard jurisdiction comments based on construction as provided.

IBTS will require a complete set of approved plans and all the supporting documents necessary for review to be sent to one of our plan review service centers or other designated storage folder. IBTS will set up a shared DROPBOX folder for Projects, plans and files to be shared with City staff and IBTS management staff. IBTS will pay return shipping via USPS or similar Ground Transportation on plan sets up to 10 pounds. Larger plan sets or non-standard format plans will be shipped at cost plus 7%. IBTS will complete all reviews within ten (10) business days of receipt and complete all additional reviews within five (5) days of receipt.

The IBTS will conduct all professional inspections required by the adopted construction codes, and or any inspections required by local, or stat amendments.

IBTS provides its clients the undivided attention of a Project Manager who will oversee all aspects of the Code Compliance Program. IBTS will offer access to our inspections site for all inspections and request and observations related to each Project. You will be provided with regular updates on code compliance issues as they occur, and will have direct access to the appropriate individual in order to address issues and concerns in a timely fashion.

Optional Additional Services

IBTS also provides other services which include Property Maintenance Code Enforcement, Dangerous Buildings, Flood Plain Management, Grant Management, Infrastructure Construction Inspections, and Project Oversight/Draw Review/Management.

Pricing listed below is good through June 30, 2014.

Attachment ^B~~A~~ - Pricing

BIG SPRING, TEXAS FEE SCHEDULE 2013-2014

SERVICES TO BE PROVIDED	COST PER HOUR	ACTIVITY THAT MAY BE INCLUDED, BUT NOT LIMITED TO THE FOLLOWING
ONSITE CONSULTATION OF THE BUILDING, PERMITTING AND INSPECTIONS DEPARTMENTS	<i>Flat Rate</i> \$ 2,950.00	OVERSEE AND EVALUATE STAFF AND CITY PROGRAM POLICIES AND PROCEDURES. REVIEW AND ASSIST IN DEVELOPING OF THE ADOPTED AND AMENDED ORDINANCES FOR THE NEWLY ADOPTED 2012 INTERNATIONAL BUILDING AND RESIDENTIAL CODES.

BIG SPRING, TEXAS FEE SCHEDULE 2013-2014

SERVICES TO BE PROVIDED	COST PER HOUR	ACTIVITY THAT MAY BE INCLUDED, BUT NOT LIMITED TO THE FOLLOWING
CITIZEN/ STAFF CONSULTATION	\$ 90.00	Counter questions from Citizens, Staff and Elected Officials questions, etc.
PUBLIC MEETINGS	\$ 90.00	Board, Building Department, P&Z, etc.
PERMIT ISSUANCE	\$ 90.00	Assisting City Staff and Managers
INSPECTIONS	\$ 225.00	On site inspections generated by permits or complaints
RE-INSPECTIONS	\$ 150.00	If inspection fails, or not ready at scheduled time the reinspection fee applies.
PROPERTY MAINTENANCE	\$ 150.00	Code enforcement inspections
DANGEROUS/ ABANDONED BUILDINGS	\$ 150.00	The permit holder is also responsible for FedEx, UPS, USPS charges.
LICENSED PROFESSIONALS AND SERVICES	\$ 300.00	Professional Engineer/Architect Services if Desired
WHOLE HOUSE/ NEW COMMERCIAL	\$ 120.00	The permit holder is also responsible for FedEx, UPS, USPS charges.
BLOWER DOOR TESTING	\$ 300.00	Per Unit upon request from city or other
ENERGY START CERTIFICATE	\$ 600.00	Per Unit upon request from city or other
MILEAGE	GAS RATES, (SUBJECT TO CHANGE)	<i>Based on IRS Published Mileage Rate</i>

COMMERCIAL BUILDING CODE & ACCESSIBILITY

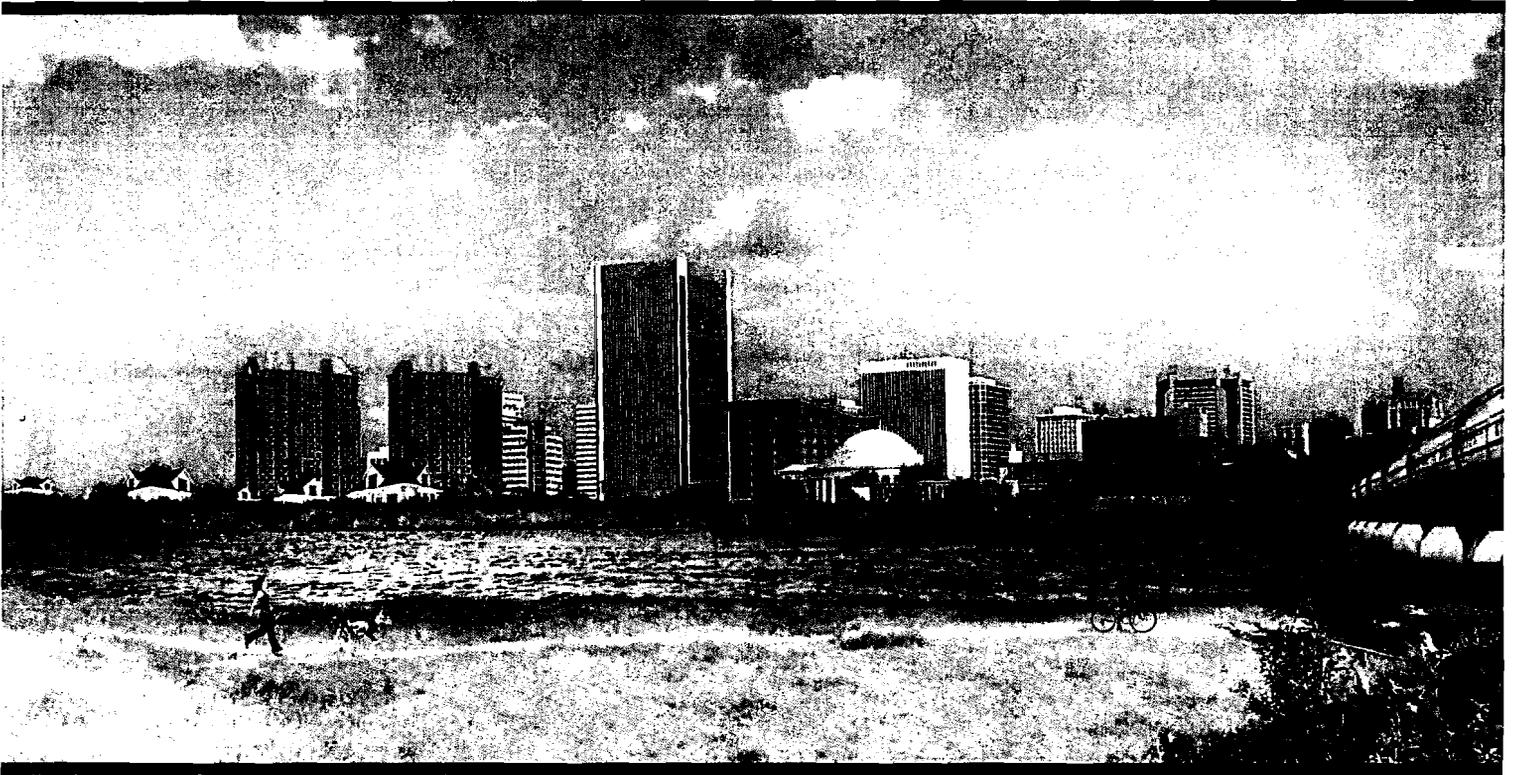
GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEE	GROUPS	OCCUPANCY	SQUARE FOOTAGE		PLAN REVIEW FEE	
		Minimum	Maximum	(INCLUDES 1 REJ. REVIEW)			Minimum	Maximum	(INCLUDES 1 REJ. REVIEW)	
A	ASSEMBLY	0	2,500	\$ 325.00	E & I-4	EDUCATIONAL & DAYCARE	0	5,000	\$ 585.00	
		2,501	4,500	\$ 575.00			5,001	10,000	\$ 950.00	
		4,501	10,000	\$ 1,200.00			10,001	30,000	\$ 1,750.00	
		10,001	50,000	\$ 1,700.00			30,001	80,000	\$ 2,900.00	
		50,001	100,000	\$ 3,000.00			80,001	150,000	\$ 4,700.00	
		100,000	300,000	\$ 4,250.00			150,001	300,000	\$ 7,600.00	
		300,001 +		\$4,250 +.01 sq. ft. over 300,000			300,001 +	\$7,600 +.01 sq. ft. over 300,000		
I-2, I-3	HEALTH CARE, INSTITUTIONAL OR DETENTION (Includes Limited Care & Assisted Living)	0	2,000	\$ 275.00	F1, F2, S1, S2 & U	INDUSTRIAL OR STORAGE	0	10,000	\$ 500.00	
		2,001	5,000	\$ 525.00			10,001	20,000		
		5,001	10,000	\$ 1,200.00			20,001	50,000		
		10,001	20,000	\$ 1,500.00			50,001	100,000		
		20,001	30,000	\$ 2,350.00			100,001	200,000		
		30,001	50,000	\$ 3,300.00			200,001 +	\$500 +.01 sq. ft. over 200,000		
		50,001	100,000	\$ 4,100.00						
		100,001	300,000	\$ 5,300.00						
		300,001 +		\$5,300 +.01 sq. ft. over 300,000						
M & B	BUSINESS OR MERCANTILE	0	3,000	\$ 380.00	H1, H2, H3, H4 & H5	HIGH HAZARD	0	2,000	\$ 700.00	
		3,001	10,000	\$ 750.00			2,001	5,000	\$ 1,000.00	
		10,001	30,000	\$ 1,400.00			5,001 +	\$1,000 +.02 sq. ft. over 5,000		
		30,001	80,000	\$ 2,100.00						
		80,001	150,000	\$ 2,850.00						
		150,001	300,000	\$ 4,500.00						
		300,001 +		\$4,500 +.01 sq. ft. over 300,000						
					R1, R2, R3, R4, I-1	HOTELS, DORMS, APARTMENTS, LODGING, ROOMING, RESIDENTIAL CARE FACILITIES	0	2,500	\$ 400.00	
							2,501	10,000	\$ 1,000.00	
							10,001	30,000	\$ 1,600.00	
							30,001	50,000	\$ 2,750.00	
							50,001	150,000	\$ 3,500.00	
							150,001	300,000	\$ 5,265.00	
					300,001 +		\$5,265 +.01 sq. ft. over 300,000			

RESIDENTIAL

PLAN REVIEW	SQ.FT.	FEE
New Construction	0 - 3,000	\$ 225.00
	3,001 - 5,000	\$ 325.00
	>5,001	\$ 425.00
New Modular	ALL	\$ 100.00
New Manufactured Housing		\$ -
New Addition / Remodel	0 - 2000	\$ 325.00
	2001 - 5000	\$ 500.00
	5001 >	\$ 700.00
New Detached Accessory Structure	>500	\$ 75.00
New Portable Building	>500	\$ 75.00
Structure Relocation (Move)	ALL	\$ 150.00
Swimming Pool		\$ 100.00
Flood Plain Determination Reviews		\$ 65.00
High Wind Reviews		\$ 100.00
INSPECTIONS	SQ.FT.	FEE
New Construction	ALL	\$ 775.00
New Modular		\$ 450.00
New Manufactured Housing		\$ 225.00
New Addition / Remodel		\$ 500.00
New Detached Accessory Structure		\$ 400.00
New Portable Building		\$ 150.00
Structure Relocation (Move)		\$ 250.00
Swimming Pool		\$ 300.00
Temporary Pole		\$ 85.00
Flood Elevated Structures		\$ 125.00
High Wind Inspections		\$ 150.00
MISCELLANEOUS	SQ.FT.	FEE
Residential Permit Fee	ALL	\$ 125.00
1st Re-Inspection		n/c
2nd Re-Inspection		\$ 100.00
3rd Re-Inspection		\$ 150.00
Roofing Inspection		\$ 100.00
Electrical Meter Change		\$ 100.00
Individual Trade Inspection		\$ 100.00



The Institute for Building Technology and Safety



Providing value to communities, governments and the planet by accelerating progress.

**Assessment of
Building Department and Inspection Services
City of Big Spring, Texas**



July 10, 2013

Mr. Gordon Browning
Interim Planner
City of Big Spring, TX

RE: Assessment of Building Department and Inspection Services

Dear Mr. Gordon Browning,

The Institute for Building Technology and Safety (IBTS) is pleased to be working with the City of Big Spring, Texas. We will be working side by side evaluating and assessing the policy and procedures for you Building, Permitting and Inspection department and Services. We will work with each Inspector and administrative staff, ensuring that work is completed in an efficient and accurate manner as outlined in your adoptions and amendments to the 2012 International Building and Residential codes.

IBTS serves as a government partner in the following areas in the Built Environment:

- Building Department Services
- Community Development
- Compliance Risk Monitoring
- Disaster Recovery and Management
- Energy and Sustainability Services
- Quality Assurance
- Education and Training
- Information Systems

We are confident that our team will provide the highest quality, best value service available for your community. IBTS is looking forward to the opportunity to work with the City of Big Spring, Texas and appropriate staff to expound on our qualifications. If you have any additional questions please do not hesitate to contact me directly.

Sincerely,

Steve W. Trina
Senior Manager



Introduction

Company Name: Institute for Building Technology and Safety (IBTS)

Corporate Headquarters: 45207 Research Place
Ashburn, VA 20147
(703) 481-2000 office
(703) 437-6432 fax

Point of Contact: Steve W. Traina
820 Lawrence Rd.

Suite 126

Kemah, TX 77565
Ph: (281) 549-6280
Fax: (281) 549-6279

Cell: (832) 704-4072
straina60@yahoo.com

Organization Type: 501(c)(3) not-for-profit corporation

IBTS is a 503 (c) (3) non-profit corporation headquartered in Ashburn, Virginia with local branch and field offices across the country. IBTS provides reputable and credible services to our local, state and federal partners. In Texas, IBTS maintains Branch Offices in Austin, TX and in Kemah, TX, which manages field personnel across the state of Texas to respond to local project needs. With other office across the US we are ready and able to serve our clients' needs no matter the size.

IBTS is a complete solutions provider, with qualifications that exceed those of typical Building Department staff. The core of IBTS is comprised of Architects, Engineers, Quality assurance, Building code officials and Inspectors, Plan reviewers, Flood plain management, Property maintenance, Energy and Sustainability, Community development, Disaster management, and Risk mitigation with all the necessary Administrative staff, supported by Human resources, Accounting and Finance, and Information technology (IT) departments. Accordingly, IBTS has the staff, organizational proficiency, and experience needed to support needs of the City of Big Spring, Texas in its efforts to provide quality Building Department services to ensure building occupancy



safety for its' citizens. For the successful completion of this contracted effort, IBTS can provide the City of Big Spring, Texas with unmatched services based on IBTS's:

- Extensive national and local work experience in construction code enforcement and related building department training, plan reviews, and inspection services.
- Extensive knowledge of building department code compliance plan review, inspection, and quality control procedures specifically designed to meet the needs of local government.
- Large staff of certified professionals with training experience: certified Plans Examiners, Master Code Professionals, Certified Building Officials, Certified Flood Plain Mangers, Certified Property Maintenance Inspectors, and experienced ICC Building Code Certification Trainers.
- Capacity to provide complete and comprehensive solutions, and proven ability to work in harmony with all levels of government, building and maintaining effective partnerships and working relationships.

We at IBTS take considerable pride in our ability to directly serve both large and small jurisdictions alike from population three million to three hundred as well as our proven ability to customize our project delivery to the customer needs and expectations.

Pricing

IBTS will perform an initial non-evasive review of how the City addresses its flow of work through the staff while incorporating the required adoption and amendments of the International Building and Residential Codes. We will provide written comments regarding compliance with applicable building codes and/or provide a recommendation to improve or modify these processes. After initial review, the jurisdiction will assume ownership of newly modified changes. IBTS can perform several follow up reviews if necessary.

IBTS will review for compliance with requirements for building use, construction type, height and area limitations, and occupancy limits; fire wall and separations; means of egress; and triggers for sprinkler requirements, as well as for the review and approval process for shop drawings. IBTS will review to ensure that building, mechanical, electrical and plumbing inspectors are in full understanding of the requirements and restrictions of the codes.

The IBTS will assist in conducting all professional inspections required by the adopted construction codes, and or any inspections required by local, or stat amendments.

IBTS provides to its clients the undivided attention of a Project Manager who will oversee all aspects of the Code Compliance Program. IBTS will offer access to our eInspections site for all inspections and request and observations related to each Project under construction. Selected staff as well as the contractors will be able to log-in and see the progress of the construction and be able to request insertions through this system. This site can generate reports for project review. You will be provided with regular updates on code compliance issues as they occur, and will have direct access to the appropriate individual in order to address issues and concerns in a timely fashion.