CITY OF
Big Spring

CITY COUNCIL AGENDA

Tuesday, September 8, 2015

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 8, 2015, at 5:30 p.m. in the City Council Chambers located at 307 East 4th Street, Big Spring, Texas.

As a courtesy to those in attendance, please place your cell phone on "Silent" or "Vibrate."

Please, no talking during the meeting; take any conversations outside, so others can hear.

Thank You!

The City of Big Spring Council reserves the right to consider business out of the posted order, and at any time during the meeting, reserves the right to adjourn into executive session on any of the above posted agenda items which are not listed as executive session items and which qualify to be discussed in closed session under Chapter 551 or the Texas Government Code.

Open Session

1. Call to Order — McLellan

2. Invocation and Pledge of Allegiance to the United States Flag and to the Texas State Flag — McLellan

   "Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

Announcements and Public Hearings

Public Hearing Comments – The Council will take public input on public hearing items **prior** to any Action. Each member of the public should make remarks **from the podium** and **begin by stating his/her name**. Citizens will be limited to **three minutes**, unless waived by the Mayor for **all** speakers. No individual will be allowed to speak more than once, until every citizen wishing to comment has done so.

3. Second Public Hearing - Proposed Tax Rate for Fiscal Year 2015-16 — 5 — McLellan

4. Public Hearing – Annual Budget for Fiscal Year 2015 - 16 — McLellan

5. Public Hearing – Consider the Need to Continue the Curfew Ordinance Chapter 14, Article 3 of the City Code until September 1, 2018

Disposition of Minutes

6.	Approval of the Minutes of the Regular Meeting of August 25, 2015	6-9	Davis

Consent Items

7.	Acceptance of the McMahon-Wrinkle Airport Development Board Minutes for the Meeting of July 16, 2015	10-11	Little
8.	Acceptance of the Zoning Board of Adjustments and Appeals Minutes for the Meeting of July 15, 2015	12-14	Womack

Routine Business

9.	Vouchers for 08/27/15 $ 739,454.34 Vouchers for 09/03/15 $ 612,716.40		Waggoner

New Business

10.	Presentation of Howard County 9-1-1 Communication District's Proposed Budget for Fiscal Year 2015-16	15-17	Tommy Sullivan
11.	First Reading of an Ordinance Approving and Adopting the City of Big Spring's Annual Budget for the Fiscal Year Beginning October 1, 2015 and Ending September 30, 2016	18	Moore
12.	First Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for the City of Big Spring for the Tax Year 2015 and Directing the Assessment and Collection Thereof Required Motion – "I move that the property tax rate be increased by the adoption of a tax rate of $0.770500 per $100 valuation, which is effectively a 9.95% increase in the tax rate."	19-20	Moore
13.	First Reading of an Ordinance Granting a Partial Residence Homestead Exemption for Tax Year 2015; and Granting a Partial Residence Homestead Exemption to Any Individual Who is Disabled or Age 65 or Older	21-22	Moore
14.	First Reading of an Ordinance Providing for an Additional Twenty Percent (20%) Penalty to Defray Costs of Collecting Delinquent Taxes that Remain Delinquent on July 1 of the Year in Which They Become Delinquent, and Providing for Publication	23	Moore

15.	First Reading of an Ordinance Establishing the Pay Schedule for Classified Positions within the Police Department for the Fiscal Year 2015-16; Providing for Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date	24-25	Medina
16.	First Reading of an Ordinance Establishing the Fire Department Pay Scale for Fiscal Year 2015-16 in Accordance with Chapter 143 of the Texas Local Government Code; Providing for Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date	26-27	Medina
17.	First Reading of an Ordinance Amending Chapter Sixteen of the Code of Ordinances Entitled "Public Utilities," Article 3 Entitled "Utility Service Charges" by Amending Section 16-70 Entitled "Charges for Water Rates," Subsection (B) to Adjust Water Rates in Response to an Increase from CRMWD; Providing for Severability; Providing for Publication; and Providing an Effective Date	28-29	Medina
18.	Emergency Reading of an Ordinance Amending Chapter 14, Article 3, of the City Code Entitled "Minors" by Amending Section 14-30 Entitled " Curfew Ordinance Extended" to Extend the Juvenile Curfew Ordinance Until September 1, 2018; Renumbering the Affected Section to 14-29-1 to Correct a Numbering Error; Providing for Severability; Providing for Publication; Providing for an Effective Date	30-31	Williams
19.	First Reading of a Resolution Adopting an Investment Policy of the City of Big Spring, Providing for Severability and Providing an Effective Date	32-37	Moore
20.	Consideration and Authorization Permitting the City Manager to Negotiate and Execute an Agreement with Fire Recovery USA, LLC for the Billing and Collection of Fire Department Services in Connection with Motor Vehicle Incidents and Other Emergency Incidents	38-51	Ferguson

City Manager's Report

21.	Community Interest Items or Events	Darden
22.	Resumes for BSED and all City Boards and Committees	Darden

Council Input

23.	Input	McLellan

Executive Session

24.	Adjourn into Executive Session under the Provisions of Title 5, Texas Government Code Section 551.074 to Deliberate the Appointment, Employment, Evaluation and Duties of the City Manager, City Attorney and Municipal Judge	McLellan
25.	Reconvene in Open Session and Take Any Necessary Action	McLellan
26.	Adjourn	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. Given by order of the City Council and posted on Friday, September 4, 2015 at 6:00 p.m. in accordance with Title 5, Texas Government Code, Chapter 551.

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

Lesa Gamble

Lesa Gamble, Assistant to the City Manager

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

September _____, 2015 at _____a.m./p.m. By: _____

City of Big Spring, Texas

Proposed Budget for October 1, 2015 to September 30, 2016

This budget will raise more total property taxes than last year's budget by $159,860 (General Fund $309,606, Narcotics Task Force $-94,615, and Debt Service Fund $-55,131), or 2.70%, and of that amount an estimated $57,684 is tax revenue to be raised from new property added to the tax roll this year. A copy of the FY 2015-2016 Proposed City Operating Budget is available for review in the office of the City Secretary, or on the City's website (www.mybigspring.com).

Tax Rate	Proposed FY 2015-16	Adopted FY 2014-15
Property Tax Rate	.770500	.856640
Effective Rate	.700789	.752052
M & O Tax Rate	.593011	.639934
Rollback Tax Rate	.771725	.891923
Debt Service Rate	.177489	.216706

The total amount of municipal debt obligations secured by property taxes for the City of Big Spring is $24,800,000.

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 25, 2015, with the following members present:

LARRY McLELLAN	Mayor
JUSTIN MYERS	Mayor Pro Tem
RAUL MARQUEZ	Councilmember
CARMEN HARBOUR	Councilmember
STEVE WAGGONER	Councilmember
RAUL BENAVIDES	Councilmember
JIM DEPAUW	Councilmember

Same and constituting a quorum; and

TODD DARDEN	City Manager
KAYE EDWARDS	City Attorney
JOHN MEDINA	Assistant City Manager/ Human Resource Director
CHAD WILLIAMS	Police Chief
CRAIG FERGUSON	Fire Chief
JOHNNY WOMACK	Public Works Director
DON MOORE	Finance Director/ City Secretary
JIM LITTLE	Airpark Director
TIM GREEN	Municipal Court Judge
DEBBIE WEGMAN	Community Services Director

INVOCATION & PLEDGE OF ALLEGIANCE

Nathan Teeter, Cornerstone Church, gave the invocation and Mayor McLellan led the Pledge of Allegiance to the American and Texas Flags.

ANNOUNCEMENTS AND PUBLIC HEARINGS

FIRST PUBLIC HEARING ON THE PROPOSED TAX RATE FOR FISCAL YEAR 2015-16

Motion was made by Councilmember Harbour, seconded by Councilmember Myers with all members of the Council voting "aye" to open the above captioned public hearing. After few citizens spoke against the proposed tax rate, motion was made by

Councilmember Harbour, seconded by Councilmember Benavides with all members of the Council voting "aye" to close the above captioned public hearing.

DISPOSITION OF MINUTES

APPROVAL OF THE MINUTES OF THE REGULAR MEETING OF AUGUST 11, 2015

Motion was made by Councilmember Waggoner, seconded by Councilmember Benavides, with all members of the Council voting "aye" approving the above listed minutes.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE AMENDING CHAPTER 16, ARTICLE 3 ENTITLED "UTILITY SERVICE CHARGES" BY ADDING A NEW SECTION 16-71 ENTITLED "ONLINE PAYMENT CONVENIENCE FEE" AND AMENDING CHAPTER 12, ARTICLE 1 ENTITLED "GENERAL PROVISIONS" BY ADDING A NEW SECTION 12-11 ENTITLED "ONLINE PAYMENT CONVENIENCE FEE" TO ESTABLISH A ZERO FEE FOR ONLINE UTILITY PAYMENTS AND A FLAT FEE OF ONE DOLLAR AND FIFTY CENTS TO CUSTOMERS USING THE INTERNET TO PAY MUNICIPAL COURT FINES/FEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF AN ORDINANCE ANNEXING THE HERINAFTER DESCRIBED TERRITORY TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS SO AS TO INCLUDE THE DESCRIBED PROPERTY WITHIN THE CITY LIMITS, AND GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF THE PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS; ADOPTING A SERVICE PLAN FOR THE TERRITORY ANNEXED; ESTABLISHING IT AS A RETAIL (R) ZONING DISTRICT; BINDING FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE CITY OF BIG SPRING; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

FINAL READING OF A RESOLUTION PROVIDING FOR HEALTH INSURANCE FOR RETIREES WITH: (1) TWENTY YEARS OF SERVICE TO THE CITY; AND (2) THOSE WITH FIVE CONSECUTIVE YEARS OF SERVICE TO THE CITY, WHO ARE OTHERWISE ELIGIBLE TO RETIRE UNDER THE TEXAS MUNICIPAL RETIREMENT SYSTEM OR THE BIG SPRING FIREMAN'S RELIEF AND RETIREMENT PLAN AND THEIR DEPENDENTS SO LONG AS THE RETIREE IS ELIGIBLE; PROVIDING FOR ANNUAL PREMIUM ADJUSTMENTS; PROVIDING FOR PAYMENT TO BE BORNE BY RETIREES; PROVIDING AN EFFECTIVE DATE; PROVIDING FOR REPEAL OF INCONSISTENT RESOLUTIONS AND ORDINANCES

Motion was made by Councilmember Waggoner, seconded by Councilmember DePauw, with all members of the Council voting "aye" approving the above listed resolution and ordinances.

ROUTINE BUSINESS

Mayor Pro Tem Myers reviewed the vouchers in the amount of $912,670.32 (8/13/15) and $1,076,711.34 (8/20/15). Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Marquez, with all members of the Council voting "aye" approving the above listed vouchers.

NEW BUSINESS

COUNCIL DISCUSSION ON TAX RATES FOR FISCAL YEAR 2015-16

Mayor McLellan explained several reasons for his support of the proposed property tax rate of .770500/$100. This rate would only bring in about $160,000 which is a 2.7% increase in additional property tax revenue from the previous year. He also explained that if the tax from new properties added since the 2014 property tax roll were removed, it is only an increase on existing property owners of $102,176. Now is the time for Big Spring to invest in its future and this increase in property taxes will not pay for several of the infrastructure improvements in the 2015-16 budget.

Mayor Pro Tem Myers also added that the increase in tax revenue is small and those who have a homestead exemption will not see an increase because their taxable value can only go up by 10% and the tax rate is decreasing by 11.2%. Commercial and investment properties would see the most increase.

Councilmembers Benavides and Waggoner both gave their support of the proposed tax rate.

Councilmember Marquez stated that he could not support the proposed tax rate in support of his district.

APPROVAL AND ACCEPTANCE OF THE MINUTES OF THE REGULAR MEETING OF THE BIG SPRING ECONOMIC DEVELOPMENT CORPORATION HELD ON JULY 21, 2015 AND SPECIAL MEETING HELD ON JULY 30, 2015

Motion was made by Mayor Pro Tem Myers, seconded by Councilmember Marquez, with all members of the Council voting "aye" approving the above captioned minutes.

CITY MANAGER'S REPORT

Todd Darden reminded Council that the next public hearing on the tax rate and on the annual budget will be on September 8, 2015.

COUNCIL INPUT

Mayor McLellan announced that the annual Love our Lakes trash off will be Saturday, August 29, 2015.

Councilmember Harbour thanked the citizens for coming to the meeting.

ADJOURN

Mayor McLellan adjourned the meeting at 6:27 p.m.

CITY OF BIG SPRING, TEXAS

_____

Larry McLellan, Mayor

ATTEST:

_____

Tami L. Davis, Assistant City Secretary

City of Big Spring
Big Spring McMahon-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
July 16, 2015

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., on Thursday, July 16, 2015 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Paschal Odom called the meeting to order at 5:44p.m. with the following members in attendance:

Paschal Odom, Vice Chairman
Ned Crandall
Wayne Dawson
Jane Armstrong

Also in attendance: Jim Little, Airport Director
Kelly Seales, Director's Assistant
Orville Spradling, Pilot

Absent: Willie Rangel
Terry Hansen
Phillip Welch, Chairman
Terry Wegman, Big Spring EDC

Item # 1
Call to Order
Paschal Odom called the meeting to order at 5:44 p.m.

Item # 2
Review and approve minutes from June18, 2015 meeting
Motion to approve made by Jane Armstrong, seconded by Ned Crandall, with all members voting "aye" for acceptance of the minutes as written.

Item # 3
Big Spring Economic Development Corporation Update
Terry Wegman was unavailable to provide an update.

Item # 4
Rail Yard Development Activity
Jim updated the board on the progress in rail expansion planning and that the runway encroachment issue has been addressed and the rail will be moved in a fashion that will not impact our GPS approaches for that area. Wayne gave several inputs about the importance of protecting the GPS approach and the benefits of having GPS approaches as well as the negative effect that losing GPS approach capability would have on the airport traffic. Jim is still working closely with FAA and TxDOT Aviation to ensure the airport is protected and that air traffic will not be adversely affected by rail expansion activity. Jim is also working with the FAA to have an area in the Industrial Park re-designated as "Revenue Producing" rather than the current designation of "Aeronautical Use". The area is not currently being used for aviation activity and would better serve the airport if it were used to generate revenue.

Item # 5
T-Hangar Project, Status
Jim updated the board on construction progress. The contractors are working on leveling the pad for concrete to begin framing out the building. This will help alleviate a long waiting list for hangar space.

Item # 6
Airport Director Update
Jim discussed the ongoing Budget planning. Also, we will be adjusting our hangar rental rates in the near future. Desert Tanks/Pitts Oilfield Services is possibly leaving the airpark after being unable to sort out the issues they were facing. Trace Engines will also be vacating their portion of the North Hangar soon, and that area will be leased to other prospects. We are currently focusing on moving forward with plans for construction of a South Access road to the airport from the reliever route, but will re-evaluate the West entrance soon. We are still working toward acquisition of a large television for conference room use during meetings. Jim gave a brief commentary on the Permian Basin Airport Board meeting which he attended yesterday. Upcoming activity includes the 2015 US National Hang Gliding Competitions at the Big Spring Airport, August 1st - 8th. There have been some recent issues with mowing and weed control around the railroad track areas. We are still working out a system for heavy equipment use to remove the mesquite trees on the airport property. For show and tell the board viewed a short news clip and video regarding Jade Helm operations on the airport. Upcoming Director Travel: TML Conference in San Antonio in September.

Item # 7
Reliever Route/Airport Access Road
Discussed in the Airport Director Update

Item # 8
Interstate 27
No update at this time, Terry Wegman is involved with this project.

Item #9
Leased Building Issues
No new issues to discuss at this time.

Item #10
Airport Safety Committee Report
Wayne Dawson briefly discussed the handout he gave to board members regarding proper aircraft accident/incident reporting. Out next Pilot Safety meeting will be on August 20th immediately following the Airport Board Meeting.

Item # 11
Other Events and Activities
US Nationals Hang Gliding Competitions are coming up August 1-8th.

Item # 12
Next Meeting Date
August 20, 2015

Adjournment: 7:11 p.m.

Approved by Paschal Odom, Vice Chairman

8-21-15
Date

THE CITY OF BIG SPRING
ZONING BOARD OF ADJUSTMENTS AND APPEALS
MINUTES OF JULY 15, 2015

THE CITY OF BIG SPRING ZONING BOARD OF ADJUSTMENTS AND APPEALS HELD A MEETING WEDNESDAY, JULY 15, 2015 AT 5:30 PM IN THE CITY COUNCIL CHAMBERS, LOCATED AT 307 E 4TH ST.

THE FOLLOWING MEMBERS WERE PRESENT:
Steve Herron
Drew Mouton
Carrie Rodman
Libby Uribe

MEMBERS ABSENT:
Kenneth Johnson

STAFF PRESENT:
Leslie Whitten-Administrative Assistant
Thomas Hodges-Code Enforcement Superintendent

OTHERS PRESENT:
Frances Garcia
Daniel Garcia
Mary Ann Guevara
Juan Guevara
Elisa Guevara
Lupe Rodriquez

CALL TO ORDER:
Steve Herron called the meeting to order @ 5:30 PM.

APPROVAL OF MINUTES OF February 11, 2015:

Libby Uribe made motion to approve minutes, Drew Mouton 2nd motion.
All members present voted "Aye", none opposed. Motion carried.

Daniel Garcia, 1800 Johnson St., LT 1 BK 3 of College Heights Addition is requesting a variance for a side yard setback for a carport. Mr. Hodges stated that 20 letters were sent out, 1 no objection, 0 objections and 0 returned letters. Mr. Hodges stated that this

variance will be very close to the property line, almost exactly like the variance that was granted directly across the street. Other than that, the City of Big Spring has no objections with the proposal. Drew Mouton made motion to approve. Libby Uribe 2nd the motion.
All members present voted "Aye", none opposed. Motion carried.

Juan Guevara, 1508 E. 17th St., SC 5 BK 32 1S, is requesting a variance for a side yard setback for a carport. Mr. Hodges stated that 10 letters were sent out, 0 no objections, 1 objections and 0 returned letters. After speaking with Mary Ann Guevara & Juan Guevara, it was established that there was a miscommunication between the City of Big Spring & the Guevara's. The notice was sent out for a side yard setback when the Guevara's were actually requesting a front yard setback for a carport. This error will cause the Guevara's to have to come back to the board at a later date so that the correct notice can be sent out. Mr. Herron & Mr. Mouton as well as Thomas & I all tried to explain to the Guevara's that if they choose to still try for the front yard setback then odds are they will be denied because they have other access for a carport. After much discussion, they have decided to think about their options & let us know. More than likely, they will resubmit for a front yard variance.

OTHER BUSINESS:

ADJOURNMENT:

Drew Mouton made motion to adjourn. Libby Uribe 2nd motion.
All members present voted "Aye". None opposed. Meeting Adjourned.

CHAIRMAN'S SIGNATURE Steve Herron

ADMIN ASSISTANT SIGNATURE Leslie Whitten

City of Big Spring
Zoning Board of Adjustments
AGENDA
July 15, 2015

The City of Big Spring Zoning Board of Adjustments will hold a meeting on Wednesday, July 15, 2015 at 5:30 pm in the City Council Chambers, Located at 307 E. 4th Street Big Spring, Texas to consider the following:

A. Call to order 5:30 pm

B. Approval of the minutes of the meeting of February 11, 2015

C. Consideration of a request for a variance:

Daniel Garcia, LT 1 BK 3 of College Heights Addition, Located at 1800 Johnson St., is requesting a variance for a side yard setback for a carport.

Juan Guevara, SC 5 BK 32 1S, Located at 1508 E. 17th St, is requesting a variance for a side yard setback for a carport.

D. Other Business

E. Adjournment

The meeting facility is accessible to disabled persons. Any disabled person needing special accommodations or hearing impaired persons wishing to have an interpreter should request services at least 48 hours prior to the scheduled meeting by contacting City Hall at 264-2401.

POSTED BY: _____DATE:_____TIME:_____AM/PM

I hereby certify that this notice was posted on the bulletin boards at the Big Spring City Hall Building, 310 Nolan Street Big Spring, Texas on Friday, July 10th , 2015 at _____a.m./p.m

HOWARD COUNTY 9-1-1 EMERGENCY COMMUNICATION DISTRICT
BUDGET

2014-2015		2015-2016		
ESTIMATED EXPENDITURES		ESTIMATED EXPENDITURES		
PERSONNEL SERVICES		PERSONNEL SERVICES		
Salaries/Benefits	$72,000.00	Salaries/Benefits	$72,000.00	
Pay-roll Taxes	$4,896.00	Pay-roll Taxes	$4,896.00	
Contract La (HCSO)	$54,256.00	Contract Labor (HCSO)	$54,256.00	
Contract Labor Other (janitorial)	$2,600.00	Contract Labor Other (janitorial)	$2,600.00	
Contract Labor Office Help	$3,500.00	Contract Labor Office Help	$5,000.00	
TOTAL	$137,252.00	TOTAL	$138,752.00	**$138,752.00**
Supplies & Materials		Supplies & Materials		
Janitoral Supplies	$150.00	Janitoral Supplies	$150.00	
Office Supplies	$1,500.00	Office Supplies	$1,500.00	
Printing (Fax)	$400.00	Printing (Fax)	$400.00	
Postage	$250.00	Postage	$250.00	
Maps & Materials		Maps & Materials		
TOTAL	$2,300.00	TOTAL	$2,300.00	**$2,300.00**
Capital Projects		Capital Projects		
New Equipment PSAP'S		New Equipment PSAP'S	$ 60,000.00	
Dispatch Center Equipment	$5,000.00	Dispatch Center Equipment	$5,000.00	
GIS Equipment		GIS Equipment		
Computers/ Software	$3,000.00	Computers/ Software	$3,000.00	
TOTAL	$8,000.00	TOTAL	$68,000.00	**$68,000.00**
Contractual Services		Contractual Services		
Legal Services	$2,500.00	Legal Services	$2,500.00	
Accounting Services	$4,200.00	Accounting Services	$4,200.00	
Professional (Audit)	$4,000.00	Professional (Audit)	$4,500.00	
OFFICE RENT	$8,400.00	OFFICE RENT	$8,400.00	
TOTAL	$19,100.00	TOTAL	$19,600.00	**$19,600.00**

2014-2015		2015-2016		
Lease Payments		Lease Payments		
Equipment		Equipment		
911 Service/Equipment	$35,000.00	911 Service/Equipment	$35,000.00	
Wireless Services phase I/II	$25,000.00	Wireless Services phase I/II	$25,000.00	
Maintenance Recorders	$4,000.00	Maintenance Recorders	$4,000.00	
TOTAL	$64,000.00	TOTAL	$64,000.00	**$64,000.00**
Travel/Auto/Memberships		Travel/Auto/Memberships		
Auto Allowance	$12,000.00	Auto Allowance	$12,000.00	
Professional Development/Travel	$4,000.00	Professional Development/Travel	$4,000.00	
Registration Fees	$750.00	Registration Fees	$750.00	
Dues/Subscriptions	$450.00	Dues/Subscriptions	$450.00	
TOTAL	$17,200.00	TOTAL	$17,200.00	**$17,200.00**
Utilities		Utilities		
Office Telephone	$1,600.00	Office Telephone	$1,600.00	
Long Distance Service	$200.00	Long Distance Service	$200.00	
Cellular Telephone/NET CARD	$2,750.00	Cellular Telephone/NET CARD	$2,750.00	
TOTAL	$4,550.00	TOTAL	$4,550.00	**$4,550.00**
Insurance		Insurance		
Health Insurance Director	$6,000.00	Health Insurance Director	$6,000.00	
Liability / Property Insurance (Dis	$2,000.00	Liability / Property Insurance (District)	$2,000.00	
TOTAL	$8,000.00	TOTAL	$8,000.00	**$8,000.00**
Advertising		Advertising		
Classified	$100.00	Classified	$100.00	
Public Information		Public Information		
Public Education	$1,500.00	Public Education	$1,500.00	
TOTAL	$1,600.00	TOTAL	$1,600.00	**$1,600.00**
Total Expenditures	$263,712.00	**Total Expenditures**		**$ 324,002.00**

Revenues			
Wireline	$ 105,000.00		
Wireless	$ 175,000.00		
Interest	$ 850.00		
Total	$ 280,850.00		**$ 280,850.00**
	2015-2016	***Budget***	**$ (324,002.00)**
			$ (43,152.00)
Checking Acct.	$ 197,685.30		
CD's	$ 165,000.00		
Total Banking Accts.	**$ 362,685.30**		

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, APPROVING AND ADOPTING AN ANNUAL BUDGET FOR THE CITY OF BIG SPRING, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016

WHEREAS, the City Manager of the City of Big Spring has prepared, at the direction of the City Council, the annual budget of the City of Big Spring, Texas, for the fiscal year beginning October 1, 2015 and ending September 30, 2016; and

WHEREAS, public notices of a public hearing upon this budget have been duly and legally made as required by law; and

WHEREAS, after due deliberation, study and consideration of the proposed budget as submitted by the City Manager, the City Council of the City of Big Spring is of the opinion that the same should be approved and adopted;

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

SECTION 1. That the budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2014, and ending September 30, 2015, be revised in accordance with the expenditures estimated for said fiscal year as indicated in the documents setting forth the budget for the fiscal year commencing October 1, 2015 and terminating September 30, 2016.

SECTION 2. That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2015, and ending September 30, 2016, as submitted by the City Manager, is hereby approved and adopted and that a true and correct copy of the budget herein approved and adopted shall be filed for record in the office of the City Secretary and that same shall constitute a part of the public records of the City of Big Spring, Texas.

SECTION 3. That the City Manager is granted the authority to revise line item accounts within a department budget so long as the total departmental budget is not increased, unless the City Council has approved increases in a departmental budget at a scheduled Council meeting. The City Manager will notify the City Council of any such revisions that exceed $1,000.00.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **September, 2015**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **21st** day of **September, 2015**, with all members present voting "aye" for the passage of same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS, FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES FOR SAID CITY FOR THE YEAR 2015 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF

WHEREAS, the City Council finds that the tax for the year 2015, hereinafter levied for current expenses of the City and general improvement of the City and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and,

WHEREAS, the City Council finds that taxes for year 2015, hereinafter levied therefore, are necessary to pay interest and to provide the required sinking fund on outstanding bonds of the City issued for municipal purposes;

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

SECTION 1. For the current expenses of the City and general improvement of the City and its property, i.e., for maintenance and operation, there is hereby levied and ordered to be assessed and collected for the year 2015 on all property situated within the limits of said City and not exempted from taxation by valid laws, ad valorem tax at the rate of 59.3011 cents ($0.593011) on each one hundred dollars ($100.00) valuation of said property. Said rate represents 55.9103 cents levied for maintenance and operations of General Fund, and 3.3908 cents for task force operations.

SECTION 2. For the purpose of paying interest and providing a sinking fund for the payment of each issue of bonds issued for various municipal purposes and described in the schedule set out in Section 3, including the various installments of principal falling due during the ensuing year on serial bonds issued for said purposes, there is hereby levied and ordered to be assessed and collected for the year 2015 on all property situated within the limits of said city and not exempted from taxation by valid laws, an ad valorem tax for each of the issues of bonds described in said section at the respective rates shown in the right hand column of said section opposite the descriptions of said issues, said rates being expressed in amounts on one hundred dollars ($100.00) valuation of said property, the sum of said respective levies being 17.7489 cents ($0.177489) on each one hundred dollars ($100.00) valuation of said property for said bond issues, and the amounts of levies therefore being as shown in said Section 3.

SECTION 3. Schedule of Bond Issues and Amounts of the Tax Levies Thereof:

Purpose of Issue	Date of Issue	Tax Rate Per $100 Valuation
General Obligation Bonds	2007	13.5878¢
Certificates of Obligation	2007	.4170¢
Certificates of Obligation	2010	3.7441¢
Total requirements for outstanding bonds		17.7489¢

SECTION 4.

a) THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE; AND

b) THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.95% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $99.48.

PASSED AND APPROVED on first reading at a special meeting of the City Council on the **8th** day of **September**, **2015**, with all members of the Council present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **21st** day of **September**, **2015**, with all members of the Council present voting "aye" for the passage of same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION FOR TAX YEAR 2015; AND GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION TO ANY INDIVIDUAL WHO IS DISABLED OR AGE 65 OR OLDER

WHEREAS, the City Council finds that it would be in the best interest of the public welfare for the City Council to grant the residence homestead exemptions provided in Article 8, Section 1-b of the Texas Constitution and §11.13 of the Texas Property Tax Code;

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

SECTION 1. As authorized by Article 8 Section 1-b (e) of the Texas Constitution and §11.13 (n) of the Texas Property Tax code, the City Council hereby exempts from Municipal Ad Valorem Taxation twenty percent (20%) of the market value of the residence homestead of a married or unmarried adult, including one living alone, for the tax year 2015. However, as provided in said constitutional provision, the amount of the exemption authorized pursuant to this section may not be less than Five Thousand Dollars ($5,000.00) unless the legislature by general law prescribes other monetary restrictions on the amount of this exemption. Also, as prescribed in said constitutional provisions, an eligible adult is entitled to receive other applicable exemptions provided by law. Further, as provided in said constitution provision, where Ad Valorem Tax has previously been pledged for the payment of debt, the City of Big Spring may continue to levy and collect the tax against the value of the homesteads exempted under this section until the debt is discharged if the cessation of the levy would impair the obligation of the contract by which the debt was created.

SECTION 2. In addition to the exemption in Section 1 above, and as authorized by Article 8, Section 1-b of the Texas constitution and §11.13 (d), (e), and (f) of the Texas Property Tax Code, the City Council hereby exempts from Municipal Ad Valorem Taxation Five Thousand and no/100 Dollars ($5,000.00) of the appraised value of the residence homestead of an individual who is age sixty-five (65) or older or is disabled. (See said §11.13 for definitions and restrictions.) An eligible disabled individual who is sixty-five (65) years of age or over may not receive both a disabled and an age 65 exemption in the same year but may choose either one; notwithstanding the foregoing, where any Ad Valorem Tax has heretofore been pledged for payment of any debt, the taxing officers of the City shall have authority to continue to levy and collect the tax against said homestead property at the same rate as the tax so pledged until the debt is discharged if cessation of the levy would impair the obligation of the contract by which the debt was created.

The exemption provided by this Section 2 may be repealed or decreased in amount by the City Council. In the case of decrease, the amount of the exemption may not be reduced to less than $3,000.00 of the market value.

SECTION 3. Joint or community owners may not each receive the same exemption by Section 1 or Section 2 above for the same residence homestead in the same year.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **September, 2015**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **21st** day of **September, 2015**, with all members present voting "aye" for passage of same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami L. Davis, Assistant City Secretary

ORDINANCE NO._____

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS PROVIDING FOR AN ADDITIONAL TWENTY PERCENT (20%) PENALTY TO DEFRAY COSTS OF COLLECTING DELINQUENT TAXES THAT REMAIN DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THEY BECOME DELINQUENT, AND PROVIDING FOR PUBLICATION

WHEREAS, the City of Big Spring has contracted with an attorney pursuant to Section 6.30 of the Texas Property Tax Code to represent the City to enforce the collection of delinquent taxes;

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

SECTION 1. Pursuant to Section 33.07 of the Texas Property Tax Code, ad valorem taxes that remain delinquent on July 1 of the year in which they become delinquent incur an additional penalty, which shall be 20% of the amount of taxes, penalty, and interest due.

SECTION 2. Pursuant to Section 33.07 (b) of the Texas Property Tax Code, a tax lien attaches to the property on which the tax is imposed to secure payment of said additional penalty.

SECTION 3. Pursuant to Section 33.07 (c) of the Texas Property Tax Code, the City of Big Spring, Texas, shall not recover attorney's fees in a suit to collect delinquent taxes subject to said additional penalty.

SECTION 4. Pursuant to Section 33.07 (d) of the Texas Property Tax Code, the City of Big Spring tax collector shall deliver notice of delinquency and of said additional penalty to the property owner no less than 30 and no more than 60 days before July 1.

SECTION 5. The City Secretary shall, after passage of this ordinance, publish the caption of this ordinance as required by law.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **September, 2015**, with all members present voting "aye" for the passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **21st** day of **September, 2015**, with all members present voting "aye" for the passage of same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE PAY SCHEDULE FOR CLASSIFIED POSITIONS WITHIN THE POLICE DEPARTMENT FOR THE FISCAL YEAR 2015-16; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Police Department pay plan for fiscal year 2015-16;

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

SECTION 1. The pay schedule for the Police Department as shown in Exhibit "A", which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay schedule for the classified positions within the Police Department of the City of Big Spring for fiscal year 2015-16. In the event the City Council does not take action to amend the pay schedule in the years following 2015-16, the pay plan provided shall remain in effect for subsequent years.

SECTION 2. That, all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. That, this ordinance shall be in force and effect beginning October 1, 2015.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8TH** day of **September, 2015**, with all members of the Council voting "aye" for passage of the same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **22ND** day of **September 2015**, with all members voting "aye" for the passage of the same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami Davis, Assistant City Secretary

Exhibit A

City of Big Spring
Police Department Pay Plan
FY 15-16

Rank	Grade & Step	Old Pay Rate	New Pay Rate	Bi-weekly
Non-Cert Police Officer	P0-01	20.424	20.424	$ 1,633.92
Police Officer	P1-01	21.461	22.105	$ 1,768.40
Corporal	P2-01	23.111	23.804	$ 1,904.32
Corporal 1st Class	P3-01	24.888	25.635	$ 2,050.80
Senior Corporal	P4-01	26.148	26.932	$ 2,154.56
Sergeant	P5-01	27.473	28.297	$ 2,263.76
Sergeant 1st Class	P6-01	30.326	30.781	$ 2,462.48
Master Sergeant	P7-01	31.862	32.340	$ 2,587.20
Lieutenant	P8-01	33.473	33.975	$ 2,718.00
Senior Lieutenant	P9-01	37.873	38.346	$ 3,067.68

Additional Assignment Pay

Narcotics Officers One Step Increase except Master Sergeant

Includes authorized personnel only, specifically:		Pay Rate	Bi-weekly
(1) Master Sergeant	P7-01	32.340	$ 2,587.20
(1) Corporal	P2-02	24.399	$ 1,951.92
(1) Corporal - 1st Class	P3-02	26.276	$ 2,102.08
(1) Senior Corporal	P4-02	27.605	$ 2,208.40

Emergency Management Director $200.00 per month

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ESTABLISHING THE FIRE DEPARTMENT PAY SCALE FOR THE FISCAL YEAR 2015-16 IN ACCORDANCE WITH CHAPTER 143 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Fire Department pay plan for October 1, 2015 to September 30, 2016; and to provide for certificate, education, and paramedic pay;

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

SECTION 1. The pay schedule for the Fire Department as shown in Exhibit "A," which is attached hereto and incorporated herein for all purposes as if copied herein verbatim, is adopted as the pay scale for the Fire Department of the City of Big Spring for October 1, 2015 through September 30, 2016. Assignment, education and paramedic pay are authorized as provided in Exhibit "A." In the event the City Council does not take action to amend the assignment, education, and paramedic pay in the years following 2015-16, the assignment, education, and paramedic pay provided shall remain in effect for subsequent years.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 3. This ordinance shall be in force and effect beginning October 1, 2015.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **September, 2015**, with all members of the Council voting "aye" for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **22nd** day of **September, 2015**, with all members of the Council voting "aye" for passage of the same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami Davis, Assistant City Secretary

FIRE - Exhibit A
FY 15-16

	STEP	SHIFT	JOB DESCRIPTION	CODE	CURRENT HOURLY	NEW HOURLY
BASE PAY	1	SHIFT	CADET		$12.934	$12.934
		DAY			$18.107	$18.107
	1	SHIFT	FIRE FIGHTER	FF S	$13.901	$14.144
	2	DAY	FIRE FIGHTER	FF D	$19.461	$19.802
	1	SHIFT	APPARATUS ENGINEER	APENG S	$15.365	$15.634
	2	DAY	APPARATUS ENGINEER	APENG D	$21.512	$21.888
	1	SHIFT	LIEUTENANT	LT S	$17.338	$17.641
	2	DAY	LIEUTENANT	LT D	$24.274	$24.699
	1	SHIFT	DEPUTY CHIEF	DC S	$20.860	$21.173
	2	DAY	DEPUTY CHIEF	DC D	$29.207	$29.645
PARA CERT.	1	SHIFT	EMERGENCY MED TECH PARAMEDIC	EMTP S	$2.131	$2.131
	2	DAY	EMERGENCY MED TECH PARAMEDIC	EMTP D	$2.985	$2.985
EDUCATION	1	SHIFT	ASSOCIATE DEGREE	ASSOC S	$0.428	$0.428
	2	DAY	ASSOCIATE DEGREE	ASSOC D	$0.600	$0.600
	1	SHIFT	BACHELORS DEGREE	BACH S	$0.870	$0.870
	2	DAY	BACHELORS DEGREE	BACH D	$1.218	$1.218
ASSIGNMENT PAY	1	SHIFT	INSTRUCTOR - TDH	INST-TDH S	$0.888	$0.888
	2	DAY	INSTRUCTOR - TDH	INST-TDH D	$1.244	$1.244
	1	SHIFT	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP S	$0.888	$0.888
	2	DAY	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP D	$1.244	$1.244
	1	SHIFT	FIRE INVESTIGATOR or INSPECTOR	INV-INSP S	$0.455	$0.455
	2	DAY	FIRE INVESTIGATOR or INSPECTOR	INV-INSP D	$0.636	$0.636
	1	SHIFT	ARSON INVESTIGATOR	ARSON S	$0.908	$0.908
	2	DAY	ARSON INVESTIGATOR	ARSON D	$1.261	$1.261
	1	SHIFT	TRAINING OFFICER	TRANOFF S		$0.861
	2	DAY	TRAINING OFFICER	TRANOFF D	$1.206	$1.206
	1	SHIFT	FIRE MARSHAL	FIRE MARSH S		$2.548
	2	DAY	FIRE MARSHAL	FIRE MARSH D	$3.567	$8.410
	1	SHIFT	HEALTH INSPECTOR	FIRE MARSH S	$0.861	$0.861
	2	DAY	HEALTH INSPECTOR	FIRE MARSH D	$1.206	$1.206

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER SIXTEEN OF THE CODE OF ORDINANCES ENTITLED "PUBLIC UTILITIES," ARTICLE 3 ENTITLED "UTILITY SERVICE CHARGES" BY AMENDING SECTION 16-70 ENTITILED "CHARGES FOR WATER RATES," SUBSECTION (B) TO ADJUST WATER RATES IN RESPONSE TO AN INCREASE FROM CRMWD; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Colorado River Municipal Water District has notified the City of an increase in the raw water costs to be charged to City; and

WHEREAS, the City Council recognizes the need to pass this additional cost through to its utility customers, while instituting measures to insulate lower volume water users from the impact of this increase;

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

SECTION 1. The Big Spring Code of Ordinances, Chapter 16 entitled "Public Utilities," Article 3 entitled "Utility Service Charges," Section 16-70 entitled "Charges for Water Rates," Subsection (B) is hereby amended in its entirety as follows:

Sec. 16.70. Charges for water rates

(B) Water Usage Rate Table:

Inside city limits – Residential

0-2,000 gallons	$1.50 per thousand gallons
3,000-10,000 gallons	3.75 per thousand gallons
11,000-20,000 gallons	4.50 per thousand gallons
21,000-50,000 gallons	4.75 per thousand gallons
>50,000 gallons	5.00 per thousand gallons

Inside city limits – Commercial

0-50,000 gallons	$3.75 per thousand gallons
51,000-100,000 gallons	4.20 per thousand gallons
>100,000 gallons	4.50 per thousand gallons

Note: For customers receiving water utility service outside the corporate limits of the City, rates for base rate and usage shall be doubled as set forth in Section 16-6 of this Chapter.

SECTION 2. 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 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. The City Secretary is hereby directed to cause the caption and the fees associated with this ordinance to be published as provided by law.

SECTION 5. This ordinance shall take effect immediately from and after its publication and passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **September, 2015**, with all Councilmembers present voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the **21st** day of **September, 2015**, with all Councilmembers present voting "aye" for passage of same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami L. Davis, Assistant City Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 14, ARTICLE 3, ENTITLED "MINORS" BY AMENDING SECTION 14-30 ENTITLED "CURFEW ORDINANCE EXTENDED", TO EXTEND THE JUVENILE CURFEW ORDINANCE UNTIL SEPTEMBER 1, 2018; RENUMBERING THE AFFECTED SECTION TO 14-29-1 TO CORRECT A NUMBERING ERROR; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING AN EFFECTIVE DATE, AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City has reviewed the effects that the City's Juvenile Curfew Ordinance has had on the City; and

WHEREAS, the City Council has held a public hearing as required by Section 370.002 of the Texas Local Government Code;

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

SECTION 1. The City Council of the City of Big Spring, Texas, finds that it is in the interest of public health, safety, and general welfare of the general public, to readopt the curfew hours for minors in an effort to continue to provide for the protection of minors from each other and from other persons, to promote parental control over and responsibility for children, to protect the general public, and to reduce the incident of juvenile criminal activities.

SECTION 2. The Big Spring Code of Ordinances, Chapter 14 entitled "Offenses," Article 3 entitled "Minors," Section 14-30, entitled "Curfew Ordinance Extended" is hereby amended to reflect the section heading "**Section 14-29-1. Curfew Ordinance Extended.**," and shall be amended to read in its entirety as follows:

Section 14-29-1. Curfew Ordinance Extended.

Chapter 14, Article 3 of the Big Spring Code of Ordinances is hereby continued in effect until September 1, 2018.

SECTION 3. 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 4. Any ordinances or parts of ordinances in the Big Spring Code of Ordinances in conflict with this ordinance shall be, and are hereby repealed to the extent of such conflict.

SECTION 5. The City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalties for violation of this ordinance to be published as provided by law.

SECTION 6. This ordinance shall be in full force and effect from and after its passage and publication in accordance with the City of Big Spring Charter and other law.

SECTION 7. 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 separate meeting of the City Council be suspended and said rule is hereby suspended.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the **8th** day of **September**, **2015**, with all members voting "aye" for the passage of same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, ADOPTING AN INVESTMENT POLICY OF THE CITY OF BIG SPRING, PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

SECTION 2. Should any section, paragraph, sentence, clause, phrase or word of this Resolution be declared unconstitutional or invalid for any purpose, the remainder of this Resolution shall not be affected thereby.

SECTION 3. All resolutions or ordinances or parts of any resolution or ordinance in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 4. This Resolution shall take effect immediately from and after its passage upon two readings in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **8th** day of **September, 2015**, with all Councilmembers voting "aye" for passage of same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **21st** day of **September, 2015**, with all Councilmembers voting "aye" for passage of same.

_____
Larry McLellan, Mayor

ATTEST:

_____
Tami L. Davis, Assistant City Secretary

EXHIBIT A

CITY OF BIG SPRING

INVESTMENT POLICY

Scope: This investment policy applies to all financial assets of the City of Big Spring, Texas, and includes all funds listed below:

1. General Fund
2. Special Revenue Funds
3. Debt Service Funds
4. Enterprise Funds
5. Internal Service Funds
6. Trust and Agency Funds

Statement of Cash Management Philosophy - The City of Big Spring shall maintain a comprehensive cash management program, to include the effective collection of all accounts receivable, the prompt deposit of receipts to the City's bank accounts, the payment of obligations so as to comply with state law and in accordance with vendor invoices, and the prudent investment of idle funds in accordance with this policy.

Objectives - The City's investment program shall be conducted so as to accomplish the following objectives, listed in order of priority:

1. Safety of the principal invested;
2. Availability of sufficient cash to pay obligations of the City when they are due; and
3. Investment of idle cash at the highest rate of possible return, consistent with state and local laws and the two objectives listed above.

Delegation of Authority - The Director of Finance, as the City's chief financial officer, is responsible for overall management of the City's investment program and is designated as the City's Investment Officer, with support from the City Manager, and may designate the Assistant Director of Finance as a deputy to assist with the management of the investment portfolio. Accordingly, the Finance Director is responsible for day-to-day administration of the investment program and for the duties listed below:

1. Maintain current information as to available cash balances in City accounts, and as to the idle cash available for investment;

2. Make investments in accordance with this policy;

3. Ensure that all investments are adequately insured.

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

The treasurer, the chief financial officer if the treasurer is not the chief financial officer, deputies appointed to assist in investments and the investment officer shall attend at least one training session relating to the person's responsibilities within twelve months after taking office or assuming duties. The positions mentioned above must attend a training session once every two years and receive a minimum of ten hours training, with the training to be provided by an independent source approved by the City Council. For the purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a business organization with whom the City of Big Spring may engage in an investment activity.

Authorized Investments - City of Big Spring funds may be invested in the following:

1. U.S. Treasury bills, notes or bonds which are guaranteed as to principal and interest by the full faith and credit of the United States of America;

2. Collateralized or fully insured certificates of deposit at FDIC insured banks in the State of Texas, consistent with provisions of the City's current bank depository agreement; or a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025;

3. Direct obligations of the State of Texas or its agencies with investment quality by a nationally recognized investment rating firm not less than A or its equivalent;

4. Other obligations which are unconditionally guaranteed or insured by the State of Texas or the United States of America;

5. Commercial paper with a rating of A-1 or P-1 or an equivalent rating by at least two nationally recognized rating agencies;

6. Fully collateralized repurchase agreements and reverse repurchase agreements having a defined termination date and secured by any obligation of the United States, its agencies or its instrumentalities; and

7. No-load money market mutual funds which are regulated by the Securities and Exchange Commission; rated AAA; maintain a dollar weighted average stated maturity of ninety (90) days or less and maintain a stable net asset value of One Dollar ($1.00).

The use of Delivery versus Payment (DVP) for investment transactions/purchases will be continually used by the investment officer. Security selection and terms will be determined in accordance with (1) safety of principal, (2) cash flow needs, (3) investment type as a percentage of total investment portfolio, and (4) yield.

Market Price - The market price for investments will be obtained through the Wall Street Journal on the last trade day of the month.

Qualifying Institutions - Investments may be made through or with the following institutions:

1. Federally insured banks located in the State of Texas;

2. Primary government security dealers reporting to the Market Reports Division of the Federal Reserve Bank of New York; and

3. Eligible Public Fund Investment Pools that are rated no lower than investment grade by at least one nationally recognized rating service and having a weighted average maturity no longer than ninety (90) days.

Collateralization and Safekeeping - The City of Big Spring will accept as collateral for its certificates of deposit and other evidence of deposit the following securities:

FDIC coverage;

U.S. Treasury bills, note or bonds;

State of Texas bonds;

Other obligations of the U.S. or its agencies and instrumentalities;

Bonds issued by other Texas government entities (city, county, school, or special districts), with a remaining maturity of twenty years or less.

Securities pledged as collateral must be retained in a third party bank in the State of Texas and the City shall be provided the original safekeeping receipt on each pledged security. The City, financial institution, and the safekeeping bank shall operate in accordance with a master safekeeping agreement signed by all three parties.

The release of a pledged security, prior to its removal from the safekeeping account, must be approved by original signature of any two of the following: Investment Officer, Assistant Director of Finance and City Manager.

The financial institution with which the City invests and/or maintains other deposits shall provide monthly, and as requested by the City, a listing of the collateral pledged to the City marked to current market prices. The listing shall include at a minimum, total pledged securities itemized by:

1. name, type and description of the security
2. safekeeping receipt number
3. par value
4. current market value
5. maturity date
6. Moody's or Standard and Poor's rating (both if available)

Description - It is the policy of the City of Big Spring to diversify its investments to eliminate the risk of loss resulting from over-concentration of assets in a specific maturity, a specific issuer or a specific class of securities. The following general constraints shall apply: maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector and maturities selected shall provide for stability of income and reasonable liquidity.

General Government Practices - All investment transactions shall be documented by the Investment Officer. The Investment Officer may make investments orally, but shall follow promptly with a written confirmation to the financial institution or broker/dealer, with a copy of such confirmation retained in the City's files.

On all investments which do not fall under provisions of the City's depository agreement, the Investment Office shall take competitive bids. At least three (3) quotations shall be taken for each such investment made.

The City of Big Spring maintains portfolios which utilize specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolio.

> Investment strategies for operating funds and commingled funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure which will experience minimum volatility during economic cycles. This may be accomplished by purchasing high quality short to medium term securities. The dollar weighted average maturity of three-hundred sixty-five (365) days or less will be calculated using the stated final maturity dates of each security.

Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.

Investment strategies for special projects of special purpose funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The stated final maturity dates of securities held should not exceed the estimated project completion date.

SERVICES AGREEMENT

This Services Agreement ("Agreement") is made effective as of _____, 2015 ("Effective Date"), by and between **FIRE RECOVERY USA, LLC,** a California limited liability company ("Company"), and **City of Big Spring**, ("Fire Department"). The Company and Fire Department are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, Company engages in the business of performing billing services ("Company Services") for United States Fire Departments in connection with the motor vehicle incidents and other emergency incidents at which the fire departments provide emergency services: and

WHEREAS, Fire Department seeks the services of Company to assist with the billing for services that Fire Department provides in connection with motor vehicle incidents and other emergency incidents; and

WHEREAS, Company and Fire Department desire to enter into this Agreement to memorialize their agreements regarding the Company Services to be provided to Fire Department.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Fire Department agree as follows:

ARTICLE 1
ENGAGEMENT

1.1. Engagement: Fire Department hereby engages Company to provide the Company Services described in Article 4 herein, and Fire Department hereby accepts such engagement, all on the terms and conditions set forth herein. Company will determine the method, detail and means of performing the services detailed below.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Company: Company hereby represents and warrants to Fire Department that, at all times during the term of this Agreement, Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of Fire Department: Fire Department hereby represents and warrants to Company that, at all times during the term of this Agreement, Fire Department is a organized fire department established pursuant to the laws and ordinances of the state in which Fire Department is located.

ARTICLE 3
COMPANY STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Company enters into this Agreement, and will remain throughout the term of the Agreement, as an independent contractor. Company agrees that it will not become an employee, partner, agent or principal of Fire Department while this Agreement is in effect.

3.2. Payment of Income Taxes: Company is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by Fire Department to Company for services rendered under this Agreement. On request, Company will provide Fire Department with proof of timely payment. Company agrees to indemnify fire Department for any claims, costs, losses, fees, penalties, interest, or damages suffered by Fire Department resulting from Company's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Company may, at Company's own expense, use any employees or subcontractors as Company deems necessary to perform the services required of Company by this Agreement. Fire Department may not control, direct, or supervise Company's employees or subcontractors in the performance of those services.

3.4. Qualifications: Company represents that it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of Fire Department.

3.5. Ownership Interest: Company will have no ownership interest in Fire Department.

3.6. No Benefit Contributions: Company shall have no obligation under this Agreement to compensate or pay applicable taxes or provide employee benefits of any kind to any person employed or retained by Fire Department.

3.7. Attorney-in-Fact: Fire Department appoints Company as Fire Department's attorney-in-fact for the following purposes:

(a) Billing and Collections: To bill and collect ("Collections") all revenue earned by and due to Fire Department, in connection with Fire Department's provision of emergency services provided/rendered at the sites of motor vehicle incidents and other emergency incidents, and to receive all Collections on Fire Department's behalf and to sue for and give satisfaction for monies due on account and to withdraw any claims, suits, or proceedings pertaining to or arising out of Company's or Fire Department's right to collect such amounts; and

(b) Endorsement: To take possession of and endorse in Fire Department's name any notes, checks, money orders, and any other instruments received as Collections.

ARTICLE 4
GENERAL RESPONSIBILITIES OF COMPANY

4.1. Minimum Amount of Service: Company agrees to devote as much time and attention to the performance of the Company Services under this Agreement as may be, in

Company's sole discretion, required to accomplish the tasks described herein to accomplish the results for which the Company is responsible under this Agreement.

4.2. Company Services: Company agrees to perform the Company Services as set forth in the "List of Company Services" attached hereto as Schedule "A" and incorporated herein by reference; including those additional services requested by Fire Department and accepted in writing by the Company during the term of this Agreement.

4.3. Non-Exclusive Relationship: Company may represent, perform services for, and contract with as many additional clients, persons, or companies as Company, in Company's sole discretion, sees fit.

4.4. Time and Place of Performing Work: Company may perform the services under this Agreement at any suitable time and location Company chooses.

4.5. Materials and Equipment: Company will supply all materials and equipment required to perform the services under this Agreement.

4.6. Workers' Compensation: Company agrees to provide workers' compensation insurance for Company and Company's employees and agents and agrees to hold harmless and indemnify Fire Department for any and all claims arising out of any injury, disability, or death of any of Company's employees or agents.

4.7. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Company without the prior written consent of Fire Department, which consent shall not be unreasonably withheld.

ARTICLE 5
COMPENSATION OF COMPANY

5.1. Compensation for Company Services: All Company Services provided pursuant to this Agreement will be provided in accordance with the terms, including compensation amounts and schedule of remittance, set forth in the "List of Company Services," attached hereto as Schedule A.

5.2. The provisions of Article 11 of this Agreement will govern any dispute associated with compensation.

ARTICLE 6
OBLIGATIONS OF FIRE DEPARTMENT

6.1. Cooperation of Fire Department: The Fire Department agrees to comply with all reasonable requests of Company and provide access to all documents reasonably necessary to the performance of Company's duties under this Agreement. The Fire Department shall be responsible for initially insuring, and continuing to review, local and state laws in the Fire Department's jurisdiction to assure adequate legal authority for Company to engage in the Services described herein on behalf of Fire Department.

6.2. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Fire Department without the prior written consent of Company, which consent shall not be unreasonably withheld.

ARTICLE 7
FIRE DEPARTMENT AUTHORIZATION

7.1. Authorization: Notwithstanding other provisions of this Agreement, Company shall obtain authorization from Fire Department prior to performing any of the following:

(a) The sale conveyance, transfer, pledge exchange, assignment, hypothecation, or encumbrance of Fire Department's interest in any sums owed to Fire Department; and

(b) All other limitations as stated by the terms of this Agreement.

ARTICLE 8
TERMINATION OF AGREEMENT

8.1. Termination on Notice: Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty days (30) written notice to the other party. Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall continue for a period of one (1) year thereafter. This Agreement shall automatically renew for successive one (1) year periods, unless either party provides written notification to the other party of its decision not to renew this Agreement.

8.2. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events;

(a) Bankruptcy or insolvency of either party;

(b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

8.3. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days (5) after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

(a) Company's failure to complete the services specified in the Description of Services;

(b) Fire Department's material breach of any representation, warranty or agreement contained in this Agreement;

(c) Company's material breach of any representation, warranty or agreement contained in this Agreement;

(d) Fire Department's yearly billable run volume is at or below six runs (6).

ARTICLE 9
PROPRIETARY RIGHTS

9.1. Confidential Information: Any written, printed, graphic, or electronically or magnetically recorded information furnished by Fire Department for Company's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Company will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Company's employees, agents, and subcontractors. On termination of this Agreement, Company will return any confidential information in Company's possession to fire Department.

9.2 Confidential Information: Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Company for Fire Department's use are the sole property of Company. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Company's employees, products, services, prices, operations, and subsidiaries. Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Company's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Company.

ARTICLE 10
INDEMNIFICATION

10.1. Indemnification: To the extent permitted by applicable law, the Company will indemnify and hold the Fire Department harmless from and against any and all loss, damage, liability, claims and/or injury resulting from all negligent actions performed by the Company, or its agents on the Company's behalf, in connection with this Agreement. However, this indemnification shall not apply with respect to any legal cause, action or consequential liability or losses as a result from inaccurate or incomplete information or unfounded or unreasonable submissions furnished to the Company by the Fire Department nor shall it apply to any act, omission or negligence of the Fire Department.

ARTICLE 11
GENERAL PROVISIONS

11.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other that the State of California).

11.2. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the parties.

11.3. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

11.4. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Company to:	with a copy to:
Fire Recovery USA, LLC 2271 Lava Ridge Court, Suite 120 Roseville CA 95661 Attention: Craig Nagler	The Watkins Firm, APC 4275 Executive Square, Suite 1020 La Jolla, CA 92037 Attention: Chris Popov, Esq.
If to Fire Department to: City of Big Spring _____ _____ Attention: _____	with a copy to: _____ _____ _____ Attention: _____

Or, if delivered by telecopy, on a Business Day before 4:00 PM local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday or a Federal Holiday.

11.5. Waiver; Amendments: This Agreement, and the Transaction Documents, (i) set forth the entire agreement of the parties respecting the subject matter hereof, (ii) supersede any prior and contemporaneous understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof, and (iii) may not be amended orally, and no right or obligation of any party may be altered, except as expressly set forth in a writing signed by such party.

11.6. Counterparts: This Agreement may be signed in several counterparts.

11.7. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

11.8. Arbitration:

(a) If at any time there shall be a dispute arising out of or relating to any provision of this Agreement, any Transaction Document or any agreement contemplated hereby or thereby, such dispute shall be submitted for binding and final determination by arbitration in accordance with the regulations then obtaining of the American Arbitration Association. Judgment upon the award rendered by the arbitrator(s) resulting from such arbitration shall be in writing, and shall be final and binding upon all involved parties. The site of any arbitration shall be at a site agreed to by the parties and the arbitration decision can be enforced in a "court of competent jurisdiction".

(b) This arbitration clause shall survive the termination of this Agreement, any Transaction Document and any agreement contemplated hereby or thereby.

11.9. Waiver of Jury Trial; Exemplary Damages: THE PARTIES HERETO HEREBY WAIVE THEIR RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT. NO PARTY SHALL BE AWARDED PUNITIVE OR OTHER EXEMPLARY DAMAGES RESPECTING ANY DISPUTE ARISING UNDER THIS AGREEMENT OR ANY TRANSACTION DOCUMENT CONTEMPLATED HEREBY.

11.10 Cooperative Purchases: This Agreement may be used by other government agencies. Company has agreed to offer similar serves to other agencies under the same or similar terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the Company and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The City/County/or Fire Department/Protection District will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchase by other agencies.

Signatures on following page:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COMPANY:

FIRE RECOVERY USA, LLC.
a California limited liability company

By: _____

Name: M. Craig Nagler

Title: Manager

FIRE DEPARTMENT:

City of Big Spring

By: _____

Name: _____

Title: _____

SCHEDULE A

LIST OF COMPANY SERVICES

1. Fire Recovery USA agrees to bill the responsible party on the Fire Department's behalf for services provided/rendered during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) are listed as EXHIBIT A, but may change over time. Fire Department will provide notice to Fire Recovery USA of changes in billing rates.

2. Fire Recovery USA will provide, as a normal matter of business; entry of claims and submission to the responsible party, collections of monies deemed due to the Fire Department, payments of the agreed upon percentage of said monies to Fire Department, and reporting of progress.

3. Fire Recovery agrees to bill to the best of its ability all claims provided to Fire Recovery USA by the Fire Department.

4. Fire Recovery USA will not begin litigation against a person, entity, or insurance carrier without prior written approval by the Fire Department.

5. Fire Recovery USA agrees to reimburse Fire Department a portion of the monies collected at a rate of 80 percent of the total monies collected on the Fire Department's claims.

6. Fire Recovery USA agrees to pay these monies collected to the Fire Department on a monthly or quarterly basis (at the option of the Fire Department), within seven (7) working days after the close and accounting of the monthly (or quarterly) billing cycle.

7. Fire Recovery USA agrees to make available reports via a password protected website to the Fire Department which detail billable claims outstanding (which are claims submitted, but not yet completed) and claims completed in the prior billing cycle.

8. Fire Recovery USA will not be responsible for, nor accept any liability for, any erroneous, invalid, or illegal procedure codes or claims submitted to Fire Recovery USA by the Fire Department on the Run Sheets.

Exhibit "A"

FIRE AND RESCUE SERVICES FEES

The following fees shall be assessed and collected for the use of equipment and supplies.

11.1. VEHICLES		
Vehicle Type	**Apparatus**	**Price**
1	Battalion Chief (Unit-11)	$200.00
1	Rescue (Heavy)	$600.00
1	Brush Truck (Unit – 10)	$400.00
4	Command Car/Truck	$200.00
1	Engine 1 (E-1)	$500.00
1	Engine 2 (E-2)	$500.00
1	Engine 3 (E-3)	$500.00
1	Engine 4 (E-4)	$500.00
1	Engine 5 (E-5)	$500.00

11.2. HAND TOOLS	
Tool	**Price**
Flathead Axe	$17.00
Pickhead Axe	$17.00
Long Pike Pole	$17.00
Sheetrock Pike Pole	$17.00
Short Pike Pole	$17.00
Pry Axe	$17.00
Haligan Tool	$17.00
Bolt Cutters	$17.00
Pry Bar	$17.00
Fire Rake	$17.00
Shovels	$17.00
Scoops	$17.00
Brooms	$12.00
All Hand Tools	$12.00

11.3. FIRE EQUIPMENT	
Tool	**Price**
Foam Nozzle	$55.00
Foam Eductor	$50.00
AFFF Foam – Per Gallon	$40.00

Class A Foam – Per Gallon	$25.00
Piercing Nozzle	$40.00
M/S Fog Nozzle	$55.00
M/S Straight Bore Nozzle	$30.00
Salvage Cover	$28.00
SCBA Pack- each	$85.00
Hall Runner	$18.00
SAWZALL	$55.00
PPV Fan – Per Hour	$55.00
Generator, Portable – Per Hour	$55.00
Heat Detection Gun	$75.00
Chain Saw – Per Hour	$45.00
Water Extinguisher	$22.00
Dry Chemical Extinguisher	$45.00
Scene Lights	$22.00
Water Vests	$30.00
Thermal Imaging Camera	$75.00

(a) HAZARDOUS MATERIAL EQUIPMENT

Supplies/Service	Price
Absorbent – Per Bag	$17.00
Gas Multi Meter	$65.00
CO_2 Meter	$65.00
Disposable Coveralls	$30.00
Barricade Tape	$22.00
Latex Gloves	$6.00
Disposable Goggles	$15.00
Gas Plug Kit	$50.00

(b) RESCUE EQUIPMENT	
Tool	**Price**

Spreaders	$250.00
Cutters	$250.00
Rams	$250.00
Air Bags	$250.00
K-12 Saw	$55.00
Rope	$25.00
Ajax Tool	$25.00
K-Tool	$25.00
Windshield Tool	$15.00
Rescue Blanket	$32.00