

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, September 11, 2012

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 11, 2012, 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 | | Duncan |
| 2. | Presentation of "Star Employee" Award | | Duncan |
| 3. | Proclamation for "Patriot Day and First Responders Day" September 11 th | | Duncan |
| 4. | Proclamation for "Texting & Driving – It Can Wait Day" September 19 th | | Duncan |
| 5. | Public Hearing – Annual Budget and Ad Valorem Tax Rate for Fiscal Year 2012-13 | | Walker |
| 6. | Public Hearing – Consider the Need to Continue the Curfew Ordinance Chapter 14, Article 3 of the City Code until September 1, 2015 | 5 | Smith |

Disposition of Minutes

- | | | | |
|----|---|-----|-------|
| 7. | Minutes of the Regular Meeting of August 28, 2012 | 6-9 | Davis |
|----|---|-----|-------|

Routine Business

- | | | | |
|----|-----------------------|---------------|----------|
| 8. | Vouchers for 08/30/12 | \$ 336,245.35 | McDonald |
| | Vouchers for 09/06/12 | \$ 425,927.67 | |

New Business

- | | | | |
|-----|---|-------|----------------|
| 9. | Presentation of Annual Delinquent Tax Report | | Drew Mouton |
| 10. | Presentation and Approval of Howard County 9-1-1 Communication District's Annual Financial Report for Fiscal Year Ended September 30, 2011 | 10-26 | Heath Hughes |
| 11. | Presentation and Approval of Howard County 9-1-1 Communication District's Proposed Budget for Fiscal Year 2012-13 | 27-29 | Tommy Sullivan |
| 12. | Presentation and Approval of Big Spring Economic Development Corporation Annual Budget for 2012-13 | 30-35 | Terry Wegman |
| 13. | First Reading of an Ordinance Approving and Adopting the City of Big Spring's Annual Budget for the Fiscal Year Beginning October 1, 2012 and Ending September 30, 2013 | 36-37 | Walker |
| 14. | First Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for the Year 2012 and Directing the Assessment and Collection Thereof | 38-39 | Walker |
| 15. | First Reading of an Ordinance Establishing the Pay Schedule for Classified Positions within the Police Department for the Fiscal Year 2012-13; Providing for Repeal of Ordinances in Conflict Herewith; and Providing for an Effective Date | 40-41 | Medina |
| 16. | First Reading of an Ordinance Establishing the Fire Department Pay Scale for Fiscal Year 2012-13; Providing for Certificate, Education and Assignment Pay 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 | 42-43 | Medina |
| 17. | 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, 2015 | 44 | Smith |
| 18. | Approval of Routine Airport Maintenance Program (RAMP) Agreement with TxDOT for Airport AWOS Services and Other Projects and Authorizing the City Manager or His Designee to Execute Any Necessary Documents | 45-57 | Little |
| 19. | Approval of an Agreement with Area Agency on Aging for the Provision of Congregate and Home-Delivered Meals and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 58-63 | Walker |

- | | | | |
|-----|---|-------|--------|
| 20. | Approval of an Agreement with the Department of Aging and Disability Services for the Provision of Congregate and Home-Delivered Meals and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | 64-70 | Walker |
| 21. | Consideration and Approval of Applying for the Texas Community Development Block Grant Program for Water Line Replacement and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | | Darden |
| 22. | Consideration and Approval of a Professional Services Agreement with Parkhill, Smith and Cooper for Assistance with Application and Administration of the Texas Community Development Block Grant Program for Water Line Replacement and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | | Darden |
| 23. | Consideration and Approval of an Agreement with South Plains Association of Governments for Assistance with Application and Administration of the Texas Community Development Block Grant Program for Water Line Replacement and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | | Darden |
| 24. | Consideration and Approval of a Temporary Fleet Management Services Agreement with G4S Integrated Fleet Services and Authorizing the Mayor or His Designee to Execute Any Necessary Documents | | Darden |

City Manager's Report

- | | | | |
|-----|--------------------------------|--|-------|
| 25. | Board & Committee Appointments | | Fuqua |
|-----|--------------------------------|--|-------|

Council Input

- | | | | |
|-----|--------------------------------|--|--------|
| 26. | Input | | Duncan |
| 27. | Adjourn into Executive Session | | Duncan |

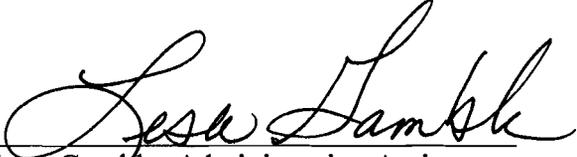
Executive Session

- | | | | |
|-----|---|--|--------|
| 28. | Quarterly Update - Executive Session with the Executive Director of the Big Spring Economic Development Corporation under the Provisions of Title 5, Texas Government Code, Section 551.087 to Discuss or Deliberate Commercial or Financial Information Concerning Entities that the City Seeks to have Locate, Stay, or Expand in or Near the City and with Which the City and Big Spring Economic Development Corporation are Conducting Economic | | Duncan |
|-----|---|--|--------|

Development Negotiations; and Title 5, Texas Government Code,
Section 551.072 to Deliberate the Purchase, Exchange, Lease or
Value of Real Property

29. Reconvene in Open Session and Take Any Necessary Action Duncan
30. Adjourn Duncan

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, September 7, 2012 at 5:00 p.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

September _____, 2012 at _____ a.m./p.m.

By: _____
City Secretary's Office



INTEROFFICE MEMORANDUM

TO: MAYOR DUNCAN AND CITY COUNCIL
FROM: LONNIE O. SMITH, CHIEF OF POLICE
SUBJECT: JUVENILE CURFEW
DATE: SEPTEMBER 5, 2012
CC: FILE

The juvenile curfew which we have had for several years has come up for renewal. The curfew has been a major instrument in reducing juvenile crime such as assaults, drinking and criminal mischief. We may still experience cases of juvenile crime but not to the level we experienced before we had a curfew. I have also talked to many parents who see this as an additional parenting tool for raising their children.

We do have violations which receive police intervention but the numbers have decreased and the violators are often seen as the juveniles we are trying to protect other juveniles from being assaulted or victimized by. Your consideration on readopting this ordinance would be appreciated and help us to continue to provide as safe a community as we can.

I checked our records for the past two year period and found there were 143 violations.

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 28, 2012, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
GLEN CARRIGAN	Councilmember
BOBBY MCDONALD	Councilmember
MARVIN BOYD	Councilmember

(Councilmembers Fernandez and Harbour were not present at this meeting.)

Same and constituting a quorum; and

GARY FUQUA	City Manager
TODD DARDEN	Assistant City Manager
LINDA SJOGREN	City Attorney
PEGGY WALKER	Finance Director/City Secretary
JOHN MEDINA	Human Resources Director
LONNIE SMITH	Police Chief
TIM GREEN	Municipal Court Judge
CRAIG FERGUSON	Fire Chief

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Pastor Calvary Callender, First Church of the Nazarene, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

PRESENTATION OF “STAR EMPLOYEE” AWARD

Mayor Duncan and Gary Fuqua, City Manager, presented a “Star Employee” award to Mike Coffman with the Street Department.

PUBLIC HEARING – ANNUAL BUDGET AND AD VALOREM TAX RATE FOR FISCAL YEAR 2012-13

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Boyd to open the public hearing on the annual budget and ad valorem tax rate for fiscal year 2012-13.

Peggy Walker, Finance Director, explained that the effective rate is calculated by a mathematical formula applied to appraised values. However, the 2012 values certified by the Chief Appraiser were incorrect, and included over \$15 million of values that were under protest. Based on those incorrect values, the effective rate was calculated and published as 86.5043¢ per \$100. However, the true effective rate is 88.8275¢. She explained that adoption of the lower 86.5043¢ rate could cause a reduction in property tax revenue of up to \$135,000. She also explained that there is no way to have the values corrected or recertified, and there is no way to correct the effective rate. Ronnie Babcock, Chief Appraiser, told the Council that he made a mistake by including the 2012 protested values rather than the prior year values, but agreed that the law provided no avenue for him to correct the mistake. Kathy Sayles concurred. Mayor Duncan called for a second public hearing regarding the tax rate to be held at the next City Council meeting on September 11, 2012.

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Carrigan, with all members of the Council voting “aye” to close the public hearing.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF AUGUST 14, 2012

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving minutes of the regular meeting of August 14, 2012.

CONSENT ITEMS

FINAL READING OF AN ORDINANCE GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION FOR TAX YEAR 2012; AND GRANTING A PARTIAL RESIDENCE HOMESTEAD EXEMPTION TO ANY INDIVIDUAL WHO IS DISABLED OR AGE 65 OR OLDER

FINAL READING OF AN ORDINANCE PROVIDING FOR AN ADDITIONAL TWENTY PERCENT (20%) PENALTY TO DEFRAID COSTS OF COLLECTING DELINQUENT TAXES THAT REMAIN DELINQUENT ON JULY 1 OF THE YEAR IN WHICH THEY BECOME DELINQUENT

ACCEPTANCE OF MCMAHON-WRINKLE AIRPORT DEVELOPMENT BOARD MINUTES FOR MEETING OF JULY 19, 2012

ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR MEETING OF JUNE 12, 2012

ACCEPTANCE OF HOWARD COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS MINUTES FOR MEETING OF JULY 11, 2012

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

ROUTINE BUSINESS

Councilmember Carrigan reviewed the vouchers. Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving vouchers in the amount of \$368,803.28 (8/16/12) and \$645,450.06 (8/23/12).

NEW BUSINESS

APPROVAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES WITH PARKHILL, SMITH & COOPER, INC. FOR BOND IMPROVEMENT PROJECT AT THE CITY’S WASTEWATER TREATMENT PLANT AND WATER TREATMENT PLANT AND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE ANY NECESSARY DOCUMENTS TO EXECUTE THE AGREEMENT

Motion was made by Councilmember McDonald, seconded by Councilmember Boyd, with all members of the Council voting “aye” approving first reading of an agreement for professional services with Parkhill, Smith & Cooper, Inc. for Bond Improvement Project at the City’s Wastewater Treatment Plant and Water Treatment Plant and authorizing the Mayor or his designee to execute any necessary documents to execute the agreement.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR MEETING OF JULY 30, 2012

Motion was made by Councilmember Boyd, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving Big Spring Economic Development Corporation Board of Directors minutes for meeting of July 30, 2012.

CITY MANAGER’S REPORT

Gary Fuqua, City Manager, announced that the annual employee appreciation day picnic will be Friday, August 31, 2012 at noon at DRCC.

COUNCIL INPUT

Mayor Duncan announced that there will be a 9-11 memorial at the Big Spring Mall on September 6th at 6:30 p.m. Mayor Duncan also reminded citizens that the burn ban was lifted in the county but not in the city limits and also to remember the school zones now that school has started.

Councilmember Carrigan commended staff on their hard work on the budget.

Councilmember McDonald encouraged staff & citizens to attend the leadership program held by the Chamber of Commerce.

ADJOURN

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Boyd, with all members of the Council voting “aye” to adjourn at 6:15 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

HOWARD COUNTY 911 COMMUNICATION DISTRICT
ANNUAL FINANCIAL REPORT
SEPTEMBER 30, 2011

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

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
SEPTEMBER 30, 2011**

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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, 2011, 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, 2011, 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

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, 2010 and 2011. This information is presented in conjunction with the audited financial statements, which follows this section.

FINANCIAL HIGHLIGHTS FOR FISCAL YEAR 2011

The District's net assets decreased by \$24,040 or 6.5 percent from \$389,928 to \$365,888

Operating revenues increased by \$7,451 or 2.9 percent from \$255,792 to \$263,243.

Operating expenses increased by \$26,843 or 9.9 percent from \$270,087 to \$296,960.

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 ended September 30, 2011. 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>2010</u>	<u>2011</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Current and Other Assets	\$ 285,408	\$ 300,452	\$ 15,044	5.2
Capital Assets	129,228	93,288	(35,940)	(38.5)
Total Assets	414,636	393,740	(20,896)	(5.3)
Long-Term	0	0	0	0
Other Liabilities	24,708	27,852	3,144	12.7
Total Liabilities	24,708	27,852	3,144	12.7
Unrestricted net assets	389,928	365,888	(24,040)	(6.5)
Total Net Assets	389,928	365,888	(24,040)	(6.5)

As the above table indicates, total assets decreased by \$20,896 from \$414,636 to \$393,740 during the fiscal year ended September 30, 2011. This is comprised of an increase of \$15,044 in current and other assets and a decrease of \$35,940 in capital assets due to depreciation expense.

Total liabilities reflects an increase of \$3,144.

Table 1 also indicates that total net assets decreased by \$24,040 from \$389,928 to \$365,888.

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

Table 2

Condensed Statements of Revenues, Expenses and Changes in Net Assets

	<u>2010</u>	<u>2011</u>	<u>Dollar Change</u>	<u>Percent Change</u>
Operating Revenues	\$ 255,792	\$263,243	\$ 7,451	2.9
Non-Operating Revenues	1,176	2,448	1,272	208.1
Total Revenues	256,968	265,691	8,763	3.4
Depreciation Expense	38,799	35,970	(2,829)	(7.6)
Other Operating Expenses	231,388	260,990	29,602	12.8
Non-Operating Expenses	0	0	0	0
Total Expenses	270,187	296,960	26,773	9.9
Income (Loss) before Capital Contributions and Spec Items	(13,219)	(31,269)	(18,050)	(236.5)
Changes in Net Assets	(13,219)	(31,269)	(18,850)	(236.5)
Beginning Net Assets	403,147	389,928	(13,219)	(.9)
Ending Net Assets	389,928	365,888	(24,040)	(6.6)

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, income before capital contributions and special items was (\$31,269).

Table 2 indicates that the District's total revenues increased by \$7,451 or 2.9 percent to \$263,243 in the fiscal year ended September 30, 2011 from \$255,792 the prior year. Total expenses increased by \$26,773 or 9.9 percent during the 2010/2011 fiscal year. This increase is due mainly to an increase in lease expenses and salaries and benefits.

CAPITAL ASSETS

As of September 30, 2011, the District's net investment in capital assets totaled \$93,288, which is a decrease of \$35,940 or 38.5 percent from the capital asset balance of \$129,228 at September 30, 2010. 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 adopted the District's budget on September 20, 2010. The approval of a budget provides funding for the District's operating, capital and debt service costs for the 2010/2011 fiscal year. The District's surcharge rates are reviewed by staff and Board of Directors on an annual basis.

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.

FINANCIAL SECTION

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF NET ASSETS
September 30, 2011**

ASSETS

CURRENT ASSETS

Cash and Cash Equivalent	\$ 123,778
Certificates of Deposit	153,139
Accounts Receivable	<u>23,535</u>

Total Current Assets	<u>300,452</u>
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Property and equipment

Property and equipment	452,300
Accumulated depreciation	<u>(359,012)</u>

Net property and equipment	<u>93,288</u>
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TOTAL ASSETS	<u>393,740</u>
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LIABILITIES AND FUND EQUITY

CURRENT LIABILITIES

Accounts Payable	8,659
Payroll Taxes Payable	1,773
Retirement Payable	1,860
Accrued Compensation Payable	<u>15,560</u>

Total Current Liabilities	<u>27,852</u>
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NET ASSETS

Unrestricted	<u>\$ 365,888</u>
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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, 2011**

OPERATING REVENUE

Service Fees	<u>\$ 263,243</u>
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OPERATING EXPENSES

Salaries and Benefits	74,053
Payroll Taxes	5,539
Contract labor	41,892
Supplies, Materials and Equipment	7,412
Professional Fees	9,373
Lease Payments	92,044
Travel and Memberships	4,509
Dues and Subscriptions	222
Insurance	7,147
Advertising	1,669
Depreciation	35,940
Telephone	3,416
Repairs	5,744
Rent	<u>8,000</u>

Total operating expenses	<u>296,960</u>
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Operating Income (Loss)	<u>(33,717)</u>
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NON-OPERATING REVENUES (EXPENSES)

Interest Income	<u>2,448</u>
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Total non-operating revenues	<u>2,448</u>
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Increase (Decrease) in Net Assets	(31,269)
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Net Assets - Beginning of the year	389,928
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Prior Period Adjustment	7,229
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Net Assets - End of the year	<u><u>\$ 365,888</u></u>
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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, 2011**

CASH FLOWS FROM OPERATING ACTIVITIES

Cash receipts from customers	\$ 263,178
Cash payments to suppliers of goods and services	(174,807)
Cash payments to employees for services	<u>(78,177)</u>
Net cash (used) by operating activities	<u>10,194</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Interest Income Received	2,448
Purchase of Certificates of Deposit	<u>-</u>
Net cash provided (used) by Investing activities	<u>2,448</u>

Net (decrease) in cash and cash equivalents	12,642
Cash and cash equivalents - Beginning	<u>111,136</u>
Cash and cash equivalents - Ending	<u><u>\$ 123,778</u></u>

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

Operating (Loss)	<u>\$ (33,717)</u>
Adjustments to reconcile operating income (loss) to net cash provided (used) by operaing activities	
Depreciation	35,940
Changes in assets and liabilities	
(Increase) Decrease in accounts receivable	(65)
Increase (Decrease) in accounts payable	6,621
Increase (Decrease) in payroll taxes payable	367
Increase (Decrease) in retirement payable	(1,290)
Increase (Decrease) in accrued compensated payable	<u>2,338</u>
Total adjustments	<u>43,911</u>
Net cash (used) by operating activities	<u><u>\$ 10,194</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, 2011

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 who are appointed by 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 fund type is used by the District:

Proprietary Fund Type

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, 2011

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
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Fund Equity

The unreserved retained earnings 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 90 days. Employees with less than 5 years of service upon termination are not paid for accumulated sick leave.

As of September 30, 2011, the District has accrued \$15,560 for compensated absences.

B. - Deposits and Investments

Cash Deposits

At September 30, 2011, the carrying amount of the District's deposits (Cash and CD's) was \$267,436 and the bank balance was \$272,862. The District's deposits at September 30, 2011 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 \$22,862.

HOWARD COUNTY 911 COMMUNICATION DISTRICT
Notes to the Financial Statements - Continued
September 30, 2011

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, 2011 consisted of shares in the Texas Local Government Investment Pool. The reported amount and fair value as of September 30, 2011 was \$9,481.

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.

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.

HOWARD COUNTY 911 COMMUNICATION DISTRICT
Notes to the Financial Statements – Continued
September 30, 2011

B. - Deposits and Investments - Continued

Public Funds and Investment Pools – Continued

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 for the current year was as follows:

Furniture and Equipment	\$ 452,300
Accumulated Depreciation	<u>(359,012)</u>
Net Property and Equipment	<u>\$ 93,288</u>

D. - Contract Agreements

The District contracts with the City of Big Spring to provide dispatch personnel. Amounts paid under this agreement totaled \$37,992 for the year ended September 30, 2011.

E. - Prior Period Adjustment

The prior period adjustment of \$7,229 represents the over accrual of sick pay leave. This over accrual occurred because 100% of the sick days were being accrued and according to the organization's policy, only 50% of the amounts are actually earned based on years of service.

SUPPLEMENTAL INFORMATION

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED SEPTEMBER 30, 2011**

	<u>Budget</u>	<u>Actual</u>	<u>Variance- Favorable (Unfavorable)</u>
<u>REVENUES</u>			
Service Fees	\$ 263,925	\$ 263,243	\$ (682)
Interest	2,881	2,448	(433)
Miscellaneous	-	-	-
Total Revenues	<u>266,806</u>	<u>265,691</u>	<u>(1,115)</u>
<u>OPERATING EXPENSES</u>			
Salaries and Benefits	74,100	74,053	47
Payroll Taxes	5,537	5,539	(2)
Contract Labor	39,100	41,892	(2,792)
Supplies, Materials and Equipment	7,800	7,412	388
Professional Fees	9,700	9,373	327
Lease Payments	94,400	92,044	2,356
Travel and Memberships	4,000	4,509	(509)
Dues and Subscriptions	1,200	222	978
Insurance	8,000	7,147	853
Advertising	1,600	1,669	(69)
Telephone	4,150	3,416	734
Repairs	5,700	5,744	(44)
Rent	8,400	8,000	400
Total Expenses	<u>263,687</u>	<u>261,020</u>	<u>2,667</u>
Excess Revenues (Expenses)	<u>\$ 3,119</u>	<u>\$ 4,671</u>	<u>\$ 1,552</u>
<u>Reconciliation to Change in Net Assets</u>			
Excess Revenues (Expenses)			4,671
Depreciation			<u>(35,940)</u>
Change in Net Assets			<u>\$ (31,269)</u>

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

Approved
2011-2012

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

ESTIMATED EXPENDITURES
PERSONNEL SERVICES

Salaries/Benefits	\$56,000.00
Pay-roll Taxes	\$3,836.50
Contract Labor (BSPD)	\$38,000.00
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)	\$54,256.00	
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		DRAFT 2012-2013	
Lease Payments		Lease Payments	
Equipment		Equipment	
911 Service/Equipment	\$60,000.00	911 Service/Equipment	\$35,000.00
Wireless Services phase I/II	\$35,000.00	Wireless Services phase I/II	\$25,000.00
Maintenance PD/So	\$6,000.00	Maintenance Recorders	\$4,000.00
TOTAL	\$101,000.00	TOTAL	\$64,000.00 \$ 64,000.00
Travel/Auto/Memberships		Travel/Auto/Memberships	
Auto Allowance	\$10,400.00	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	\$15,600.00	TOTAL	\$17,200.00 \$ 17,200.00
Utilities		Utilities	
Office Telephone	\$2,200.00	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
	\$0.00		
TOTAL	\$5,150.00	TOTAL	\$4,550.00 \$ 4,550.00
Insurance		Insurance	
Health Insurance Director	\$6,000.00	Health Insurance Director	\$6,000.00
Liability / Property Insurance (District)	\$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	\$266,806.00	Total Expenditures	\$252,009.00 \$252,009.00

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



Rich History | Big Possibilities

Big Spring Texas

ECONOMIC DEVELOPMENT

Annual Budget 2012-2013



September 11, 2012

Honorable Mayor and
City Council Members
City of Big Spring
310 Nolan
Big Spring, TX 79720

Re: Proposed 2012-2013 Budget for Big Spring Economic Development
Corporation

Dear Mayor and Council:

Enclosed is the Big Spring Economic Development Corporation Proposed Budget for 2012-2013. The Board of Directors of Big Spring Economic Development Corporation at our regular meeting on August 21, 2012 approved the Proposed Budget.

The Board respectfully submits the 2012-2013 Proposed Budget for the City Council's consideration as an integral part of the Budget of the City of Big Spring for the coming fiscal year beginning October 1, 2012.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Myers", written in a cursive style.

Mr. Justin Myers
President

Enclosures

Big Spring Economic Development
Fund Balance 2012-2013

	Actual 2010-2011	Projected 2011-2012	Budget 2011-2012	Budget 2012-2013
Beginning Fund Balance	5,719,741	5,274,229		4,638,830
Revenues				
Special Revenue	0	53,971		0
Sales Tax Revenue	1,619,885	1,878,850	1,550,000	1,750,000
Other Financial Resources	446,608			
Interest Income	111,251	25,000	15,000	37,000
Rental Income	9,000	9,000	9,000	9,000
Chamber Reimbursement	5,091	4,432	6,000	4,500
Total Income	2,191,835	1,971,254	1,580,000	1,800,500
Expense				
Personal Services	147,863	149,000	149,000	152,188
Facilities	22,675	16,400	27,000	25,500
Office	8,538	6,698	11,400	8,750
Contractual Services	41,079	36,574	44,000	41,500
Insurance	12,207	11,944	14,100	12,100
Meetings/Workshops	9,472	6,800	6,000	12,000
Professional Development	3,183	4,000	5,000	5,000
Promotion	24,862	22,880	40,000	23,500
Economic Development	2,353,875	2,352,357	3,420,100	415,670
Type B Projects		0	0	750,000
Capital Outlay	13,594	0	10,000	10,000
Total Expense	2,637,347	2,606,653	3,726,600	1,456,209
Net Income	-445,512	-635,399	-2,146,600	344,291
Ending Fund Balance	5,274,229	4,638,830		4,983,121

**Big Spring Economic Development Corp
Budget**

October 2012 through September 2013

		Actual	Projected	Budget	Budget
		Oct '11 - Jun 12	Oct '11 - Sept 12	Oct '11 - Sept 12	Oct '12 - Sept 13
Income					
	Special Revenue	53,971.36	53,971.36		
	Sales Tax Revenue	1,409,490.12	1,878,850.17	1,550,000.00	1,750,000.00
	Interest Income	22,084.28	25,000.00	15,000.00	37,000.00
	Rental Income	6,750.00	9,000.00	9,000.00	9,000.00
	Chamber Reimbursement	3,324.80	4,432.00	6,000.00	4,500.00
	Total Income	1,495,620.56	1,971,253.53	1,580,000.00	1,800,500.00
Expense					
Personal Services					
	Salaries	84,281.99	112,375.99	113,100.00	113,500.00
	Payroll Taxes	1,533.18	1,750.00	2,150.00	1,715.02
	Retirement	15,932.79	23,271.00	22,000.00	24,638.63
	Employee Insurance	4,905.20	6,540.27	6,500.00	7,198.56
	Car Allowance	3,200.00	4,800.00	4,800.00	4,800.00
	Workers Compensation	262.53	262.53	450.00	336.00
	Total Personal Services	110,115.69	148,999.78	149,000.00	152,188.21
Facilities					
	Repairs and Maint	1,161.39	1,600.00	10,000.00	10,000.00
	Telephone	4,712.05	6,300.00	7,000.00	6,500.00
	Utilities	6,379.64	8,500.00	10,000.00	9,000.00
	Total Facilities	12,253.08	16,400.00	27,000.00	25,500.00
Office					
	Supplies	2,871.16	3,827.25	6,000.00	5,000.00
	Computer	307.50	409.88	2,000.00	2,000.00
	Postage Machine Rental	1,235.00	1,235.00	1,400.00	-
	Postage/Shipping	160.52	214.00	500.00	250.00
	Personal Mileage	759.40	1,012.00	1,500.00	1,500.00
	Total Office	5,333.58	6,698.13	11,400.00	8,750.00
Contractual Services					
	Legal Fees	6,564.73	8,750.00	5,000.00	5,000.00
	Accounting Fees	9,100.00	10,300.00	11,000.00	11,000.00
	Janitorial Services	3,600.00	5,400.00	5,500.00	5,500.00
	Professional Services	3,832.36	5,108.00	12,500.00	12,500.00
	Dues & Subscriptions	5,263.67	7,016.00	10,000.00	7,500.00

**Big Spring Economic Development Corp
Budget**

October 2012 through September 2013

		Oct '11 - Jun 12	Oct '11 - Sept 12	Oct '11 - Sept 12	Oct '12 - Sept 13
	Total Contractual Services	28,360.76	36,574.00	44,000.00	41,500.00
	Insurance				
	Property Insurance	6,248.00	7,907.00	10,000.00	8,000.00
	Officer's Liab Insurance	3,545.00	3,545.00	3,600.00	3,600.00
	Surety Bond		492.00	500.00	500.00
	Other Property	0.00		-	
	Total Insurance	9,793.00	11,944.00	14,100.00	12,100.00
	Meetings/Workshops				
	Big Spring Day	0.00	0.00	-	5,000.00
	Ag Expo	0.00	1,000.00	1,000.00	1,000.00
	Meetings & Workshops	5,170.15	5,170.15	5,000.00	6,000.00
	Total Meetings/Workshops	5,170.15	6,800.00	6,000.00	12,000.00
	Professional Development	3,734.00	4,000.00	5,000.00	5,000.00
	Promotion				
	Promotion	16,109.59	20,000.00	30,000.00	20,000.00
	Magnet Promotion	2,160.00	2,880.00	10,000.00	3,500.00
	Total Promotion	18,269.59	22,880.00	40,000.00	23,500.00
	Economic Development				
	Entrepreneur Alliance	30,000.00	40,000.00	40,000.00	40,000.00
	Transport Handling	176,269.32	176,269.32	184,000.00	39,267.00
	Wes-tex Communications			44,100.00	
	City of Big Spring (Western)	850,000.00	850,000.00	850,000.00	
	Desert Tanks			800,000.00	80,000.00
	Boyce Galvanizing	1,246,941.00	1,246,941.00	1,246,941.00	67,500.00
	John Crane Production Solutions	13,806.72	20,710.08	21,000.00	6,903.36
	Acme Energy				90,000.00
	Ceram Kote				35,000.00
	John Crane Production Solutions				35,000.00
	Workforce	450.00	450.00	25,000.00	2,000.00
	Prospect Activity	2,387.30	3,182.00	20,000.00	5,000.00
	Existing Industry Enhancement			5,000.00	
	Ports to Plains	14,804.70	14,804.70	15,000.00	15,000.00
	Future Projects in Work			169,059.00	-
	Total Economic Development	2,334,659.04	2,352,357.10	3,420,100.00	415,670.36

Big Spring Economic Development Corp

Budget

October 2012 through September 2013

	Oct '11 - Jun 12	Oct '11 - Sept 12	Oct '11 - Sept 12	Oct '12 - Sept 13
Type B Projects				750,000.00
Capital Outlay				
Property Improvements			5,000.00	5,000.00
Building				
Equipment			5,000.00	5,000.00
Total Capital Outlay	0.00	0.00	10,000.00	10,000.00
Total Expense	2,527,688.89	2,606,653.01	3,726,600.00	1,456,208.57
Net Income	(1,032,068.33)	(635,399.48)	(2,146,600.00)	344,291.43

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, 2012 AND ENDING SEPTEMBER 30, 2013

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, 2012 and ending September 30, 2013; 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 ONE: That the budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2011, and ending September 30, 2012, 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, 2012 and terminating September 30, 2013.

SECTION TWO: That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2012, and ending September 30, 2013 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 THREE: 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 11th day of September, 2012, 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 25th day of September, 2012, with all members present voting “aye” for the passage of same.

Tommy Duncan, 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 2012 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF

WHEREAS, the City Council finds that the tax for the year 2012, 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 2012, 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 ONE: 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 2012 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 63.6801 cents (\$0.636801) on each one hundred dollars (\$100.00) valuation of said property. Said rate represents 55.8801 cents levied for maintenance and operations of General Fund, and 7.8 cents for task force operations.

SECTION TWO: 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 Three, 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 2012 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 22.8242 cents (\$0.228242) 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 Three.

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

<u>Purpose of Issue</u>	<u>Date of Issue</u>	<u>Tax Rate Per \$100 Valuation</u>
General Obligation Bonds	2007	19.4476¢
Certificates of Obligation	2007	.7050¢
Certificates of Obligation	2010	<u>2.6716¢</u>
Total requirements for outstanding bonds		22.8242¢

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 11th day of September, 2012, 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 25th day of September, 2012, with all members present voting “aye” for the passage of same.

Tommy Duncan, 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 2012-13; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the Police Department pay plan for fiscal year 2012-13;

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

SECTION 1: Enacted

THAT, 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 2012-13. In the event the City Council does not take action to amend the pay schedule in the years following 2012-13, the pay plan provided shall remain in effect for subsequent years.

SECTION 2: Repeal

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

SECTION 3: Effective Date

This ordinance shall be in force and effective beginning October 1, 2012.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 11th day of September, 2012, 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 25th day of September 2012, with all members voting "aye" for the passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Exhibit A

City of Big Spring Police Department Pay Plan Fiscal Year 2012-13

<u>Rank</u>	<u>Grade & Step</u>	<u>Old Pay Rate</u>	<u>New Pay Rate</u>
Non-Cert Police Officer	P0-01	16.933	17.822
Police Officer	P1-01	17.791	18.725
Corporal	P2-01	19.159	20.165
Corporal 1 st Class	P3-01	20.633	21.716
Senior Corporal	P4-01	21.677	22.815
Sergeant	P5-01	22.775	23.971
Sergeant 1 st Class	P6-01	25.140	26.460
Master Sergeant	P7-01	26.414	27.801
Lieutenant	P8-01	27.750	29.207
Senior Lieutenant	P9-01	31.397	33.045

Additional Assignment Pay

Narcotics Officers One Step Increase

Includes authorized personnel only, specifically:

- (1) Sergeant
- (1) Senior Corporal
- (1) Corporal - 1st Class
- (3) Corporal

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 FISCAL YEAR 2012-13; PROVIDING FOR CERTIFICATE, EDUCATION AND ASSIGNMENT PAY 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 fiscal year 2012-13; and to amend the provisions for certificate, education and assignment pay;

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

SECTION 1: Enacted

THAT, 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 fiscal year 2012-13. Assignment, education and certificate pay are authorized as provided in Exhibit "A". In the event the City Council does not take action to amend the assignment, education and certificate pay in the years following 2012-13, the assignment, education and certificate pay provided shall remain in effect for subsequent years.

SECTION 2: Repeal

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

SECTION 3: Effective Date

This ordinance shall be in force and effective beginning October 1, 2012.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 11th day of September, 2012, 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 25th day of September 2012, with all members voting "aye" for the passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Exhibit A

E	STEP	T	JOB DESCRIPTION	CODE	Current	5.25%
					FY11-12 HOURLY	FY 12-13 HOURLY
30	1	SHIFT	FIRE FIGHTER	FF S	\$10.723	\$11.286
30	2	DAY	FIRE FIGHTER	FF D	\$15.011	\$15.799
31	1	SHIFT	APPARATUS ENGINEER	APENG S	\$11.328	\$11.923
31	2	DAY	APPARATUS ENGINEER	APENG D	\$15.859	\$16.692
32	1	SHIFT	LIEUTENANT	LT S	\$12.569	\$13.229
32	2	DAY	LIEUTENANT	LT D	\$17.597	\$18.521
33	1	SHIFT	DEPUTY CHIEF	DC S	\$14.982	\$15.769
33	2	DAY	DEPUTY CHIEF	DC D	\$20.976	\$22.077
34	1	SHIFT	FIRE FIGHTER BASIC	FFB S	\$0.425	\$0.447
34	2	DAY	FIRE FIGHTER BASIC	FFB D	\$0.595	\$0.626
35	1	SHIFT	FIRE FIGHTER INTERMEDIATE	FFI S	\$1.070	\$1.126
35	2	DAY	FIRE FIGHTER INTERMEDIATE	FFI D	\$1.498	\$1.577
36	1	SHIFT	FIRE FIGHTER ADVANCE	FFA S	\$1.488	\$1.566
36	2	DAY	FIRE FIGHTER ADVANCE	FFA D	\$2.084	\$2.193
37	1	SHIFT	FIRE FIGHTER MASTER	FFM S	\$2.025	\$2.131
37	2	DAY	FIRE FIGHTER MASTER	FFM D	\$2.836	\$2.985
38	1	SHIFT	EMERGENCY MED TECH BASIC	EMTB S	\$0.425	\$0.447
38	2	DAY	EMERGENCY MED TECH BASIC	EMTB D	\$0.595	\$0.626
39	1	SHIFT	EMERGENCY MED TECH INTERMEDIATE	EMTI S	\$1.211	\$1.275
39	2	DAY	EMERGENCY MED TECH INTERMEDIATE	EMTI D	\$1.695	\$1.784
40	1	SHIFT	EMERGENCY MED TECH PARAMEDIC	EMTP S	\$2.025	\$2.131
40	2	DAY	EMERGENCY MED TECH PARAMEDIC	EMTP D	\$2.836	\$2.985
41	1	SHIFT	INSTRUCTOR - TDH	INST-TDH S	\$0.844	\$0.888
41	2	DAY	INSTRUCTOR - TDH	INST-TDH D	\$1.182	\$1.244
42	1	SHIFT	ASSOCIATE DEGREE	ASSOC S	\$0.407	\$0.428
42	2	DAY	ASSOCIATE DEGREE	ASSOC D	\$0.570	\$0.600
43	1	SHIFT	BACHELORS DEGREE	BACH S	\$0.827	\$0.870
43	2	DAY	BACHELORS DEGREE	BACH D	\$1.157	\$1.218
44	1	SHIFT	WATER RESCUE	WATRES S	\$0.171	\$0.180
44	2	DAY	WATER RESCUE	WATRES D	\$0.239	\$0.252
45	1	SHIFT	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP S	\$0.844	\$0.888
45	2	DAY	INSTRUCTOR - INTERMEDIATE TCFP	INST-TCFP D	\$1.182	\$1.244
46	1	SHIFT	FIRE INVESTIGATOR or INSPECTOR	INV-INSP S	\$0.432	\$0.455
46	2	DAY	FIRE INVESTIGATOR or INSPECTOR	INV-INSP D	\$0.604	\$0.636
47	1	SHIFT	ARSON INVESTIGATOR	ARSON S	\$0.863	\$0.908
47	2	DAY	ARSON INVESTIGATOR	ARSON D	\$1.198	\$1.261
48	1	SHIFT	TRAINING OFFICER	TRANOFF S	\$0.000	\$0.000
48	2	DAY	TRAINING OFFICER	TRANOFF D	\$1.146	\$1.206
49	1	SHIFT	FIRE MARSHALL	FIRE MARSH S	\$0.000	\$0.000
49	2	DAY	FIRE MARSHALL	FIRE MARSH D	\$3.389	\$3.567

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS, AMENDING CHAPTER 14, ARTICLE 3, OF THE BIG SPRING CITY CODE ENTITLED "MINORS" BY AMENDING SECTION 14-30 ENTITLED "CURFEW ORDINANCE EXTENDED" IN ORDER TO EXTEND THE JUVENILE CURFEW ORDINANCE UNTIL SEPTEMBER 1, 2015; PROVIDING FOR PUBLICATION; PROVIDING FOR 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 on the problems it was intended to remedy; and

WHEREAS, the City Council held a public hearing on the need to continue the ordinance 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:

Part 1. Amendment. THAT Chapter 14, Article 3, Section 14-30 of the Big Spring City Code is amended to read as follows:

"Section 14-30 Curfew Ordinance Extended.

Chapter 14, Article 3 of the Code of Ordinances of the City of Big Spring is continued in effect until September 1, 2015."

Part 2. Publication. THAT the City Secretary is hereby authorized and directed to cause the publication of the caption and penalty for violation of this ordinance.

Part 3. Effective Date. THAT this ordinance shall take effect immediately upon its publication.

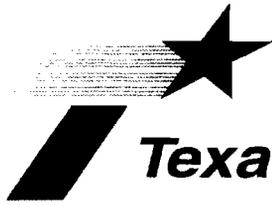
Part 4. Emergency. THAT the passage of this ordinance constitutes an emergency and an imperative public necessity that the Charter Rule requiring that City ordinances must be read at two separate meetings of the City Council be suspended and said rule is hereby suspended.

PASSED AND APPROVED on emergency reading at a regular meeting of the City Council on the ____ day of September, 2012, with all members voting "aye" for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary



Texas Department of Transportation

AVIATION DIVISION

125 E. 11TH STREET • AUSTIN, TEXAS 78701-2483 • 512/416-4500 • FAX 512/416-4510

September 3, 2012

Mr. Gary Fuqua, City Manager
City of Big Spring
310 Nolan
Big Spring, Texas 79720

TxDOT Project No.: AM 2013BGSPR
TxDOT CSJ No.: M308BGSPR
Fund Source: 4041500927

Dear Mr. Fuqua:

The Automated Weather Observation System at the Big Spring McMahon-Wrinkle Airport provides valuable meteorological information to pilots, the local community, and the National Weather Service. We appreciate the contribution the City of Big Spring makes to the safety of flight and national weather reporting.

Enclosed are two copies of TxDOT CSJ Number M308BGSPR Grant for the Routine Airport Maintenance Program between the City of Big Spring, as airport sponsor, and the Texas Department of Transportation. The grant will cover the TxDOT AWOS Maintenance Contract with Vaisala to continue the required monitoring and certification of your AWOS, and monthly AWOS AviMet Data Link fees.

A General Maintenance description of routine airport maintenance has been included in the Scope of Services so that grant funds can be used for these type of items without having to amend the grant. Special Project work items can be added to the grant at your request, or by amendment any time after execution. Please execute the Agreement, complete the Certifications, and **return the accepted agreements as soon as possible**. It will be necessary for your attorney to endorse your acceptance of the Agreement to assure that it has been accepted in accordance with local laws. Both copies of the Agreement and Certifications should have original signatures for acceptance.

Please return **both** copies of the fully signed and witnessed documents to:

Mailing Address - TxDOT Aviation Division, 125 E. 11th Street, Austin, Texas 78701-2483.

Overnight Address - TxDOT Aviation Division, 150 E. Riverside Dr., 5th Floor South Tower, Austin TX 78704

The FY2013 annual cost of the TxDOT AWOS Maintenance Contract with Vaisala, Inc. is \$3,720.00 with the City of Big Spring's share of \$1,860.00. Please remit payment with the attached invoice not later than October 31, 2012 to the address as follows:

TxDOT, Attn.: Diana Ruiz, P.O. Box 149001, Austin, Texas 78714

If you have any questions, or need additional information please contact me at 1-800-687-4568 or megan.caffall@txdot.gov. The Texas Department of Transportation looks forward to working with you at the Big Spring McMahon-Wrinkle Airport.

Sincerely,

Megan Caffall
Ramp Program Manager

cc: Diana Ruiz
Allison Martin

Enclosures

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM**

(State Assisted Airport Routine Maintenance)

**TxDOT Project No.: AM 2013BGSPR
TxDOT CSJ No.: M308BGSPR**

Part I - Identification of the Project

TO: The City of Big Spring, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Big Spring, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the Big Spring McMahon-Wrinkle Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2013, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.
5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and
 - f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
 - g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
 - h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
 - i. an Airport Fund shall be established by resolution, order or ordinance in the

treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or a properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or any other revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent approval of a grant or loan, Sponsor has complied with the requirements of this subparagraph; and

- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
 - k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
 - l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.
- 2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
 - 3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

PART IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an

irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;

- d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
- e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- f. reimburse sponsor for approved contract maintenance costs no more than once a month.

PART V - Recitals

- 1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
- 2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.
- 3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or

orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.

- b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances

Sponsor

The City of Big Spring, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20__.

City of Big Spring, Texas

Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Big Spring, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20__.

Witness Signature

Attorney's Signature

Witness Title

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS
TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

**Attachment A
Scope of Services
TxDOT CSJ No.: M308BGSPR**

Eligible Scope Items:	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
GENERAL MAINTENANCE	\$95,560.00	\$47,780.00	\$47,780.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
SPECIAL PROJECT	\$0.00	\$0.00	\$0.00
MISC - AWOS NADIN Fee	\$720.00	\$360.00	\$360.00
MISC - AWOS Maintenance	\$3,720.00	\$1,860.00	\$1,860.00
Total	\$100,000.00	\$50,000.00	\$50,000.00

Accepted by: City of Big Spring, Texas

Signature

Title: _____

Date: _____

Notes: (explanations of any specifications or variances as needed for above scope items) _____

MISCELLANEOUS: TxDOT to contract for AWOS maintenance, Sponsor to contract for AWOS AviMet Data Link, AWOS repairs/parts replacement.

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, signage, drainage, approach aids, lighting systems, utility infrastructure, fencing, herbicide/application, sponsor owned and operated fuel systems, hangars, buildings, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

CERTIFICATION OF AIRPORT FUND

TxDOT CSJ No.: M308BGSPR

The City of Big Spring does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

City of Big Spring, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

State of Texas Single Audit Requirements

I, _____, do certify that the City of Big Spring will comply with all
(Designated Representative)

requirements of the State of Texas Single Audit Act if the City of Big Spring spends or receives more than \$500,000 in any funding sources during this fiscal year. And in following those requirements, the City of Big Spring will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold of \$500,000.00 in grant expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT CSJ Number: M308BGSPR

The City of Big Spring designates, _____
(Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

City of Big Spring, Texas
(Sponsor)

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone/Fax Number: _____

Email address: _____



**AREA AGENCY ON AGING OF
Permian Basin Regional Planning Commission
VENDOR AGREEMENT**

City of Big Spring/Big Spring Senior Center, hereinafter referred to as Vendor, and **Area Agency on Aging (AAA) of the Permian Basin Regional Planning Commission (PBRPC)**, do hereby agree to provide services effective beginning October 1, 2012, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and DADS AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

1. SCOPE OF SERVICES

A. The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

1. Service: Congregate Meals

Service Definition: A hot or other appropriate meal served to an eligible older individual which meets 33 $\frac{1}{3}$ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not

considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (form 2060). The circumstance would dictate the follow-up.

Unit Definition: One Meal

Service Area: Howard County

2. **Service:** Home Delivered Meals

Service Definition: Hot, cold, frozen, dried, canned, fresh, or supplemental food (with a satisfactory storage life) which provides a minimum of 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and is delivered to an eligible participant in their place of residence. The objective is to reduce food insecurity, help the recipient sustain independent living in a safe and healthful environment. There are two types of home delivered meals:

- Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
- Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding). "Liquid supplement" meals are included in the allowable category of therapeutic meals, such as diabetic, renal or heart safe meals. The AoA defines "liquid supplement" meals as those meals provided through a feeding tube, to meet the needs of a specific individual. These meals require a doctor's prescription and close monitoring. Dietary supplements, such as vitamins or Ensure, can be authorized by a doctor, dietitian/nutritionist or the need may be identified through the nutritional risk assessment. These items do not require a prescription, nor do they necessarily require oversight. As items such as these are not considered meals (stand-alone), they must be purchased under Health Maintenance. If a AAA is providing these services through Health Maintenance as a result of a doctor's prescription, some monitoring should be conducted, whether through a home health nurse or follow-up nutritional risk and functional assessment (Consumer Needs Evaluation). The circumstance would dictate the follow-up.

Unit Definition: One Meal

Service Area: Big Spring, TX

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at <http://www.aoa.gov/AoARoot/About/Authorizing Statutes/index.aspx>.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (Identify range)	Cost Reimbursement
Congregate Meals	\$6.42	N/A	N/A
Home Delivered Meals	\$4.95	N/A	N/A

3. TERMS OF AGREEMENT

A. The Vendor agrees to:

1. Provide services in accordance with current or revised DADS policies and standards and the OAA.
2. Submit billings with appropriate documentation as required by the **AAA** by the close of business on the **fifth (5th)** day of each month following the last day of the month in which services were provided.
 - a. If the **fifth (5th)** day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
 - b. The **AAA** cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
 - c. No reimbursement for services provided will be made if vendor payment invoices are not submitted to the AAA within 45 days of service delivery.
3. Encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor’s financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.
4. Notify the AAA Director within **24 hours** if, for any reason, the Vendor becomes unable to provide the service(s).
5. Maintain communication and correspondence concerning program participants’ status.
6. Establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized

representative's right of access to program participant case records or other information relating to program participants served under this agreement.

7. Keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of vendor's fiscal year.
 8. Make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
 9. If applicable, comply with the DADS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.
- B. The Vendor further agrees:
1. The agreement may be terminated for cause or without cause upon the giving of **thirty (30)** days advance written notice.
 2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
 3. Vendor is an independent provider, NOT an agent of the AAA. Thus, the Vendor indemnifies, saves and holds harmless **AAA of the PBRPC** against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
 4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.
- C. Through the Direct Purchase of Services program, the **AAA of the PBRPC** agrees to:
1. Review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
 2. Provide timely written notification to Vendor of program participant's eligibility and authorization to receive services.
 3. Maintain communication and correspondence concerning the program participants' status.
 4. Provide timely technical assistance to Vendor as requested and as available.
 5. Conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.
 6. Provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
 7. Contingent upon the AAA's receipt of funds authorized for this purpose from DADS, reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s),

service(s) authorized, and in accordance with subsection (A)(2) of this document, within **45** days of the AAA's receipt of Vendor's invoice.

4. ASSURANCES

The Vendor shall comply with:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*)
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
- D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
- E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
- G. Drug Free Workplace Act of 1988
- H. Texas Senate Bill 1 - 1991, as applicable
- I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
- J. Certification Regarding Debarment - 45CFR §92.35 Subawards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
- K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
- L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. ATTACHMENT

List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2012.

Authorized Vendor Signature

Tommy Duncan

Print Name

Mayor

Title

September 11, 2012

Date



AAA Authorized Signature

Jeannie Raglin

Printed Name

Area Agency on Aging of the Permian Basin

Agency

P.O. Box 60660

Address

Midland, TX 79711

City, State, Zip

07/24/12

Date

**CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS**

Federal Executive Order 12549 requires the Texas Department of Aging and Disability Services (DADS) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered contractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.
2. The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department of Aging and Disability Services as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract? YES NO

5. The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department of Aging and Disability Services may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

- The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any federal department or agency or by the State of Texas.
- The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

NAME OF POTENTIAL CONTRACTOR/GRANTEE City of Big Spring
 VENDOR ID NO./FEDERAL EMPLOYER'S ID NO. 75-6000462

Signature of Authorized Representative <u>September 11, 2012</u> <small>Date</small>	<u>Tommy Duncan</u> <small>Printed/Typed Name of Authorized Representative</small> <u>Mayor</u> <small>Title of Authorized Representative</small>
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THIS CERTIFICATION IS FOR FFY 2013, PERIOD BEGINNING October 1, 2012 and ENDING September 30, 2013.



COMMISSIONER
Chris Traylor

August 21, 2012

Certified Mail – 91 7199 9991 7030 7230 7720 - Return Receipt Requested

Tommy Duncan, Mayor
City of Big Spring
310 Nolan
Big Spring, TX 79720

Re: Signature Request for Contract No.001015990

Dear Mr. Duncan:

The Department of Aging and Disability Services (DADS) has finalized the review of your Community Care for the Aged and Disabled Home Delivered Meals contract amendment. Enclosed are 4 original contract amendments for your review and signature. Please ensure that all 4 signature pages are complete and contain an original signature.

Please return all 4 signed contract amendments within 10 working days of receipt to:

Texas Department of Aging and Disability Services
Attn: Estela Ramires, Contract Manager
622 South Oakes, Suite E-1, Mail Code 277-7
San Angelo, Texas 76903

One original contract amendment will be returned to you once the contract is fully executed at DADS. The amendment effective date is the date both parties have signed the amendment unless otherwise stated in the amendment.

Please contact me at 325/659-7911 if you have any questions about this information.

Sincerely

Estela Ramires
Contract Manager
Community Services Contracts Accountability & Oversight

Enclosures

State of Texas §

County of Travis §

Community Services Contract Amendment

Section 1. Contractor Information

Legal Name of Entity (Contractor) City of Big Spring	Contract No. 001015990	Contract Type CCAD HDM
Doing Business As (d/b/a) Name, if applicable	Amendment No. 09-17	Region No. 09
Address of Contractor (street, city, state, ZIP) 410 Nolan, Big Spring, Texas 79720	Waiver Contract Area	Component Code

Section 2. Change Information

This Amendment to the contract number referenced above (the "Contract") is entered between the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each, a "party").

The Department represents the Health and Human Services (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this Contract. The Department, as the representative for HHSC, administers community services programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Title 2, Texas Human Resources Code.

The parties agree to amend the Contract as follows:

Check all applicable changes:

- The following counties MRAs are added to the contract referenced above.
- The following counties MRAs are deleted from the contract referenced above.
- The list of covered counties in Section 3 of this amendment is adopted by the Department and the Contractor and represents the full listing of counties served as a result of this amendment.
- The attached Form 3691-A, Service Area Designation, replaces and supersedes, in its entirety, the Contractor's previously submitted Form 3691-A.
- Other: Contractor will provide 11,745 units of Title XX Community Care for the Aged and Disabled/Home Delivered Meals for October 1, 2012 through September 30, 2013 (budget period). The unit rate for each meal is \$4.95, and the approved budget for the budget period is \$58,137.75. The approved budget is reflected in the attached Form 2029, Information Sheet, Purchase of Service Contract, which is incorporated into this amendment. The geographical area covered by this contract is Big Spring, Texas.
- The Home Delivered Meals provider will serve meals in alternate format (frozen, chilled or shelf-stable) and/or deliver on fewer than five days per week. The alternate delivery terms for the period October 1, 2012 through September 30, 2013 are described on the attached Home Delivered Meals FFY 2013 Waiver Description (Form 2027).
- The parties agree that the following provision is hereby added to Section III of the Contract (relating to Contractor Agreements) as though it were set out word-for-word-in the Contract:

Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare and state health care programs. Contractor agrees to search monthly the HHS-Office of the Inspector General (OIG) and HHSC-OIG List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to the HHSC-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

This Amendment is effective on October 1, 2012.

The above-marked changes are adopted by the Department and the Contractor as an amendment to the above-referenced contract effective the date signed by the Department representative, unless otherwise indicated above.

All other terms and conditions of the Contract and prior Amendments, if any, shall remain in effect and continue to govern except to the extent modified in this Amendment.

**Department of Aging
and Disability Services**

City of Big Spring

Signature—Department Representative

Date

Signature—Contractor Representative

Date

9/11/12

Rea Barry

Tommy Duncan

Name of Department Representative (Print or type)

Name of Contractor Representative (Print or type)

Community Services Regional Director

Mayor

Title of Department Representative (Print or type)

Title of Contractor Representative (Print or type)

Legal Approval _____

**INFORMATION WORKSHEET
 PURCHASE OF SERVICE CONTRACT**

Contract/Vendor Number 001015990	Region Number 09	County Number 114
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SECTION I — CONTRACTOR DATA

Legal Name City of Big Spring		Contract Effective Date 06-01-2008	
Commonly Used Name (if different)		Contract Termination Date Open	
Address (Street, City, State, Zip) 310 Nolan Street , Big Spring, Texas 79720		Area Code and Telephone Number (432) 264-1628	
Person Authorized to Sign Contract Tommy Duncan	Title Mayor	Ownership <input checked="" type="checkbox"/> Public <input type="checkbox"/> Non-profit <input type="checkbox"/> Profit	
Charter Number N/A	Employer ID Number 756000462	Contract Person Michael Mahaney	Title Senior Services Manager
		Area Code and Telephone Number (432) 264-1628	

SECTION II — SUMMARY OF PAYMENT (Enter estimated information in this section.) VENDOR I.D. # 17560004628012

Effective Payment Dates	Budget Name	Budget Number	Unit Rate	Estimated Number Eligible Units	Estimated Local Funds	Estimated DADS Funds	Estimated Budget Amount
10-01-2012/09-30-2013	City of Big Spring	01	\$4.95	11,745	\$0.00	\$58,137.75	\$58,137.75
Contract Total							
Percent of Contract					\$0.00	\$58,137.75	\$58,137.75
					0%	100%	100%

SECTION III — SERVICE

Program Activity Name Community Care for the Aged and Disabled, In-Home Care	Code 651
Service Activity Name Home Delivered Meals	Code 06G

SECTION IV — CLIENT DATA

1. Client Categories to be Served (check all that apply) <input checked="" type="checkbox"/> Current TANF <input checked="" type="checkbox"/> Current SSI <input checked="" type="checkbox"/> NPA Food Stamp Recipient <input checked="" type="checkbox"/> MAO Income Eligible <input checked="" type="checkbox"/> Other Income Eligible <input checked="" type="checkbox"/> Without Regard to Income <input type="checkbox"/> Ineligible	
2. Total Number of Client to be Served: <u>93-94</u> <input checked="" type="checkbox"/> Per day <input type="checkbox"/> Per week <input type="checkbox"/> Per month	3. Number of Eligible Clients to be Served: <u>45</u> <input checked="" type="checkbox"/> Per day <input type="checkbox"/> Per week <input type="checkbox"/> Per month
4. Unit of Service Meal	5. Units of Service to All Clients 24,530
6. Number of Units of Service to Eligible Clients 11,745	
7. Geographical Area Served Big Spring, Texas	8. Goals (check all that apply) <input type="checkbox"/> I <input checked="" type="checkbox"/> II <input checked="" type="checkbox"/> III <input checked="" type="checkbox"/> IV <input type="checkbox"/> V
9. Basis of Payment <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Fixed Unit Rate <input type="checkbox"/> Page 67 of 70 Cost Reimbursement <input type="checkbox"/> Schedule 2 Agenda	
10. Estimated Amount of Co-Pay (day care and family planning only): N/A	



COMMISSIONER
Chris Traylor

August 21, 2012

Certified Mail – 91 7199 9991 7030 7230 7720 - Return Receipt Requested

Tommy Duncan, Mayor
City of Big Spring
310 Nolan
Big Spring, TX 79720

Re: Signature Request for Contract No.001015991

Dear Mr. Duncan:

The Department of Aging and Disability Services (DADS) has finalized the review of your Community Based Alternatives Home Delivered Meals contract amendment. Enclosed are 4 original contract amendments for your review and signature. Please ensure that all 4 signature pages are complete and contain an original signature.

Please return all 4 signed contract amendments within 10 working days of receipt to:

Texas Department of Aging and Disability Services
Attn: Estela Ramires, Contract Manager
622 South Oakes, Suite E-1, Mail Code 277-7
San Angelo, Texas 76903

One original contract amendment will be returned to you once the contract is fully executed at DADS. The amendment effective date is the date both parties have signed the amendment unless otherwise stated in the amendment.

Please contact me at 325/659-7911 if you have any questions about this information.

Sincerely,

A handwritten signature in black ink, appearing to read "ER", is written over the word "Sincerely,".

Estela Ramires
Contract Manager
Community Services Contracts Accountability & Oversight

Enclosures

State of Texas §

County of Travis §

Community Services Contract Amendment

Section 1. Contractor Information

Legal Name of Entity (Contractor) City of Big Spring	Contract No. 001015991	Contract Type CBA HDM
Doing Business As (d/b/a) Name, if applicable	Amendment No. 09-18	Region No. 09
Address of Contractor (street, city, state, ZIP) 410 Nolan, Big Spring, Texas 79720	Waiver Contract Area	Component Code

Section 2. Change Information

This Amendment to the contract number referenced above (the "Contract") is entered between the Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above (Department and Contractor, collectively, the "parties," each, a "party").

The Department represents the Health and Human Services Commission (HHSC), the Texas Medicaid agency, for any Medicaid services provided under this Contract. The Department, as the representative for HHSC, administers community services programs under Title XIX, including Section 1915(c); Title XX of the Social Security Act; and Title 2, Texas Human Resources Code.

The parties agree to amend the Contract as follows:

Check all applicable changes:

- The following counties MRAs are added to the contract referenced above.
- The following counties MRAs are deleted from the contract referenced above.
- The list of covered counties in Section 3 of this amendment is adopted by the Department and the Contractor and represents the full listing of counties served as a result of this amendment.
- The attached Form 3691-A, Service Area Designation, replaces and supersedes, in its entirety, the Contractor's previously submitted Form 3691-A.
- Other: Contractor will provide Title XIX Community Based Alternatives/Home Delivered Meals for October 1, 2012 through September 30, 2013 (budget period). The Title XIX meals will be paid at the rate of \$6.12 per unit. The geographical area covered by this contract is Big Spring, Texas.
- The Home Delivered Meals provider will serve meals in alternate format (frozen, chilled or shelf-stable) and/or deliver on fewer than five days per week. The alternate delivery terms for the period October 1, 2012 through September 30, 2013 are described on the attached Home Delivered Meals FFY 2013 Waiver Description (Form 2027).
- The parties agree that the following provision is hereby added to Section III of the Contract (relating to Contractor Agreements) as though it were set out word-for-word-in the Contract:

Contractor agrees to screen its employees and contractors to determine whether they have been excluded from participation in Medicare and state health care programs. Contractor agrees to search monthly the HHS-Office of the Inspector General (OIG) and HHSC-OIG List of Excluded Individuals/Entities (LEIE) websites to capture exclusions and reinstatements that have occurred since the last search and to immediately report to the HHSC-OIG any exclusion information the contractor discovers. Exclusionary searches for prospective employees or contractors shall be performed prior to employment or contracting. Contractor also acknowledges and agrees that no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the items or services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded.

This Amendment is effective on October 1, 2012.

The above-marked changes are adopted by the Department and the Contractor as an amendment to the above-referenced contract effective the date signed by the Department representative, unless otherwise indicated above.

All other terms and conditions of the Contract and prior Amendments, if any, shall remain in effect and continue to govern except to the extent modified in this Amendment.

**Department of Aging
and Disability Services**

City of Big Spring

Signature-Department Representative

Date

Signature-Contractor Representative

9/11/12

Date

Rea Barry

Name of Department Representative (Print or type)

Tommy Duncan

Name of Contractor Representative (Print or type)

Community Services Regional Director

Title of Department Representative (Print or type)

Mayor

Title of Contractor Representative (Print or type)

Legal Approval _____