

CITY COUNCIL AGENDA

City of Big Spring
Tuesday, September 13, 2011

Notice is hereby given that the City Council of the City of Big Spring, Texas will meet in Regular Session on Tuesday, September 13, 2011, 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 "Doing Your Part Awards" | | Duncan |
| 3. | Public Hearing – Annual Budget and Ad Valorem Tax Rate for Fiscal Year 2011-12 | 1-3 | Walker |

Disposition of Minutes

- | | | | |
|----|---|-----|-------|
| 4. | Minutes of the Regular Meeting of August 23, 2011 | 4-7 | Davis |
|----|---|-----|-------|

Consent Items

- | | | | |
|----|--|-------|--------|
| 5. | Final Reading of a Resolution Establishing Fund Balance Policies as Required by GASB 54 | 8-9 | Walker |
| 6. | Acceptance of McMahon-Wrinkle Airpark Development Board Minutes for Meeting of July 21, 2011 | 10-11 | Walker |

Routine Business

- | | | | |
|----|-----------------------|---------------|--------|
| 7. | Vouchers for 08/25/11 | \$ 602,323.81 | Hansen |
| | Vouchers for 09/01/11 | \$ 36,782.18 | |
| | Vouchers for 09/09/11 | \$ 531,563.27 | |

New Business

- | | | | |
|-----|--|-------|----------------|
| 8. | Presentation of Annual Delinquent Tax Report | | Drew Mouton |
| 9. | Presentation and Approval of Howard County 9-1-1 Communication District's Audit for Fiscal Year Ended September 30, 2010 | 12-32 | Heath Hughes |
| 10. | Presentation and Approval of Howard County 9-1-1 Communication District's Proposed Budget for Fiscal Year 2011-12 | 33-34 | Tommy Sullivan |

Executive Session

- | | | | |
|-----|---|--|--------|
| 11. | Adjourn into Executive Session 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 Development Negotiations; and Title 5, Texas Government Code, Section 551.072 to Deliberate the Purchase, Exchange, Lease or Value of Real Property | | Duncan |
| 12. | Reconvene in Open Session | | Duncan |

New Business - Continued

- | | | | |
|-----|---|-------|--------------|
| 13. | Presentation and Approval of Big Spring Economic Development Corporation Annual Budget for 2011-12 | 35-40 | Terry Wegman |
| 14. | Discussion of Proposed Plans #1, #2 and #3 for Redistricting of Political Boundaries | 41-50 | Walker |
| 15. | First Reading of an Ordinance Approving and Adopting the City of Big Spring's Annual Budget for the Fiscal Year Beginning October 1, 2011 and Ending September 30, 2012 | 51-52 | Walker |
| 16. | First Reading of an Ordinance Fixing and Levying Municipal Ad Valorem Taxes for the Year 2011 and Directing the Assessment and Collection Thereof | 53-54 | Walker |
| 17. | Discussion of the Purchase of Two (2) New Sanitation Trucks and Authorizing the City Manager to Negotiate the Purchase Price Not to Exceed \$425,000.00 and Authorizing the City Manager to Execute Any Necessary Documents | | Fuqua |

- | | | | |
|-----|---|-------|---------|
| 18. | First Reading of an Ordinance Amending the Code of Ordinances by Amending Chapter 16, Article 3 Entitled “Utility Service Charges” by Amending Section 16-70 Entitled “Charges for Water Rates”, Establishing Charges for Water Services for 2011-12; Providing for Severability Clause; Providing for Publication and Providing for an Effective Date | | Walker |
| 19. | First Reading of an Ordinance Amending the Code of Ordinances by Amending Chapter 6, Article 7 Entitled “Comanche Trail Golf Course” by Amending Fees; Repealing Ordinances in Conflict with this Ordinance; Providing for Severability; Providing for Publication and Providing an Effective Date | 55 | Darden |
| 20. | <u>First Reading of an Ordinance Amending Chapter 6 of the Code of Ordinances Entitled “Cemeteries, Parks and Recreation,” Article 4, Division 3 Entitled “City Park Pavilion Areas” by Providing for Reservations, Hours of Use and Rental Fees for Park Pavilions and Article 4, Division 4 by Providing Additional Requirements for Park Reservations for Events Involving Sales, Service and Consumption of Alcohol</u> | 56-58 | Sjogren |
| | First Reading of an Ordinance Amending Chapter 6 of the City Code of Ordinances Entitled “Cemeteries, Parks and Recreation,” Article 4, Division 3 Entitled “City Park Pavilion Areas” by Amending Section 6-90 In Order to Rename It “Reservations, Hours of Use and Rental Fees,” Amending Article 4, Division 4 Entitled “Miscellaneous Regulations” by Amending Section 6-107 to Rename it “Additional Requirements for Activities Involving Sales, Service and Consumption of Alcohol” by Providing Requirements for Reservations at Certain Park Locations for Activities Involving Alcohol; Setting Fees for Such Reservations; Providing for Severability and Providing an Effective Date | | |
| 21. | <u>First Reading of an Ordinance Amending Chapter 6 of the City Code of Ordinances Entitled “Cemeteries, Parks, and Recreation,” In Order to Update the Names of Various City Parks and to Provide for Allowing the City Manager to Extend the Operating Hours of City Parks for Certain Events</u> | 59-60 | Sjogren |
| | First Reading of an Ordinance Amending Chapter Six of the City Code of Ordinances Entitled “Cemeteries, Parks, and Recreation,” Article 4, Division 3, Section 6-70 Entitled “Opening and Closing Hours for Parks” by Updating the Names of Applicable Parks; Adding an Exception Authorizing the City Manager to Extend Park Hours for Specific Events; Providing for Severability; Providing for a Penalty of Up to \$200.00; Providing for Publication; and Providing an Effective Date | | |

- | | | | |
|-----|--|-------|---------|
| 22. | <u>First Reading of an Ordinance Amending Chapter 2 of the Code of Ordinances Entitled “Alcoholic Beverages,” by Renaming the Provisions Involving City Parks and Repealing the Park Reservation Requirements for Events Involving Alcohol Use in Order to Relocate Such Provisions to the Parks and Recreation Section of Chapter 6 of the City Code</u> | 61-62 | Sjogren |
| | First Reading of an Ordinance Amending Chapter 2 of the City Code of Ordinances Entitled “Alcoholic Beverages,” Section 2-7 to Rename it “Possession and Consumption of Alcoholic Beverages Prohibited in City Parks; Exceptions”; Repealing Section 2-8 Entitled “Reservations Required for Activities Involving Alcohol Sales, Serving and Delivery” in its Entirety with Such Provisions to be Relocated to Chapter Six of the City Code; Providing for a Penalty; Providing for Severability; Providing for Publication; and Providing an Effective Date | | |
| 23. | Approval of Amendment No. 1 to the Airport Project Participation Agreement Between the City of Big Spring and the Texas Department of Transportation for Apron Upgrades at the McMahon-Wrinkle Airport and Authorizing the Mayor to Execute Any Necessary Documents | 63-66 | Little |
| 24. | Approval of Routine Airport Maintenance Program (RAMP) Agreement with TxDot for Airport AWOS Services and Other Projects and Authorizing the City Manager to Execute Any Necessary Documents | 67-76 | Little |
| 25. | Approval of an Agreement with Area Agency on Aging for the Provision of Congregate and Home-Delivered Meals and Authorizing the Mayor to Execute Any Necessary Documents | 77-81 | Walker |
| 26. | 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 to Execute Any Necessary Documents | 82-86 | Walker |
| 27. | Approval of an Interlocal Agreement with Howard County for Joint Use of Texas Law Enforcement Telecommunication System and Authorizing the Mayor to Execute Any Necessary Documents | 87-89 | Sjogren |
| 28. | Approval of an Agreement with the Heritage Museum for Historical Preservation and Restoration Projects and Authorizing the Mayor to Execute Any Necessary Documents | 90-92 | Walker |
| 29. | Approval of an Agreement between the City of Big Spring and Heritage Museum for General Operation of the Potton House and Authorizing the Mayor to Execute Any Necessary Documents | 93-95 | Walker |

30. Approval of an Agreement with Big Spring Victim Services and Authorizing the Mayor to Execute Any Necessary Documents 96-98 Walker

City Manager's Report

31. Board & Committee Appointments Fuqua

Council Input

32. Input Duncan

Executive Session

33. Adjourn into Executive Session Under the Provisions of Title 5, Texas Government Code Section 551.074 to Evaluate the Municipal Court Judge Duncan
34. Reconvene into Regular Session to Take Any Necessary Action
35. 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 9, 2011 at 5:30 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 _____, 2011 at _____ a.m./p.m.

By: _____
City Secretary's Office

Council Agenda
Tuesday, September 13, 2011

Property Tax Rate Analysis Fiscal Year 2011-12

Proposed Rate	\$	0.949500
Current Rate (FY 2010-11)	\$	0.999500
Rollback Rate	\$	1.043927
Effective Rate	\$	0.997836

The proposed rate is 9.4427¢ (or 9.1%) below the rollback rate.

The proposed rate is 4.8336¢ (or 4.8%) below the effective rate.

Property Tax Rate Analysis Fiscal Year 2011-12

	<u>Certified Taxable Values</u>	<u>Collection Rate</u>	<u>M&O</u>	<u>Task Force</u>	<u>Debt Service</u>	<u>Total Tax Rate</u>
2010-11	\$ 546,076,067	95%	63.6985	8.2500	28.0015	99.9500
2011-12	\$ 546,733,594	95%	61.9725	8.5000	24.4775	94.9500
Difference	\$ 657,527		(1.7260)	0.2500	(3.5240)	(5.0000)

Average Residential Value	\$ 41,688.00
Less - Homestead Exemption	<u>(8,337.60)</u>
Taxable Value	\$ 33,350.40

Tax Liability - 2011-12	\$ 316.66
Tax Liability - 2010-11	\$ 333.34
Change in Tax Liability	<u>\$ (16.68)</u>

Residential Value	\$ 100,000.00
Less - Homestead Exemption	<u>(20,000.00)</u>
Taxable Value	\$ 80,000.00

Tax Liability - 2011-12	\$ 759.60
Tax Liability - 2010-11	\$ 799.60
Change in Tax Liability	<u>\$ (40.00)</u>

**ANALYSIS OF AD VALOREM TAX RATES
FISCAL YEAR 2011-12**

<u>Proposed Total Tax Rate</u>	<u>2011-12 Debt Service Tax Rate</u>	<u>2011-12 Task Force Tax Rate</u>	<u>2011-12 M & O Tax Rate</u>	<u>Tax Roll</u>	<u>2011-12 General Fund M&O Revenue</u>
94.95¢	24.4775¢	8.5¢	61.9725¢	\$ 546,733,594	\$ 3,433,404.96
				95% collection rate	\$ 3,261,734.71

2011-12 Tax Rates

Current Tax Rate	99.95¢
Proposed Tax Rate	94.95¢
Effective Tax Rate	99.7836¢
Rollback Tax Rate	104.3927¢

Decrease in General Fund Revenue

General Fund Revenue -

Each Penny on the Tax Rate	\$ 54,673
Each Penny at 95% Collection Rate	\$ 51,940
M&O Rate is Budgeted at 1.726¢ less than current year	\$ (89,648)

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 23, 2011, with the following members present:

TOMMY DUNCAN	Mayor
CRAIG OLSON	Mayor Pro Tem
MARCUS FERNANDEZ	Councilmember
MANUEL RAMIREZ	Councilmember
GLEN CARRIGAN	Councilmember
GLORIA MCDONALD	Councilmember
TERRY HANSEN	Councilmember

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
LONNIE SMITH	Police Chief
RICH GROVE	Deputy Fire Chief
TIM GREEN	Municipal Court Judge
JIM LITTLE	Airport Director

PRESENTATIONS & PUBLIC HEARINGS

INVOCATION & PLEDGE OF ALLEGIANCE

Sam Segundo, Family Faith Center, gave the invocation and Mayor Duncan led the Pledge of Allegiance to the American and State Flags.

DISPOSITION OF MINUTES

MINUTES OF THE REGULAR MEETING OF AUGUST 9, 2011

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving the regular minutes of August 9, 2011.

CONSENT ITEMS

FINAL READING OF A RESOLUTION APPROVING THE INVESTMENT POLICY OF THE CITY OF BIG SPRING

ACCEPTANCE OF CONVENTION AND VISITORS BUREAU COMMITTEE MINUTES FOR MEETING OF JULY 6, 2011

ACCEPTANCE OF HOWARD COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS MINUTES FOR MEETING OF JULY 6, 2011

Motion was made by Councilmember McDonald, seconded by Councilmember Carrigan, with all members of the Council voting "aye" approving the second and final reading of the above listed resolution and approving of the above listed minutes.

ROUTINE BUSINESS

VOUCHERS

Mayor Pro Tem Olson reviewed vouchers.

Motion was made by Mayor Pro Tem Olson, seconded by Councilmember Fernandez, with all members of the Council voting "aye" approving vouchers in the amount of \$1,186,933.25 (8/11/11) and \$477,640.57 (8/18/11).

NEW BUSINESS

CALL FOR PUBLIC HEARING FOR 2011-12 ANNUAL BUDGET AND AD VALOREM TAX RATE – SEPTEMBER 13, 2011 AT 5:30 P.M. AT THE COUNCIL CHAMBERS

Motion was made by Councilmember Hansen, seconded by Mayor Pro Tem Olson, with all members of the Council voting "aye" calling for a public hearing for 2011-12 annual budget and ad valorem tax rate to be held on September 13, 2011 at 5:30 p.m. at the Council Chambers.

DISCUSSION OF PROPOSED PLAN #1 FOR REDISTRICTING OF POLITICAL BOUNDARIES

Bob Bass, Allison, Bass & Associates, L.L.P., presented a redistricting plan by telephone to the Council. After a brief discussion, the Council asked that Mr. Bass draw up a second plan making three districts a minority majority, to be presented at the next council meeting. Mr. Bass agreed.

FIRST READING OF A RESOLUTION ESTABLISHING FUND BALANCE POLICIES AS REQUIRED BY GASB 54

Motion was made by Councilmember Hansen, seconded by Councilmember Carrigan, with all members of the Council voting “aye” approving a resolution establishing fund balance policies as required by GASB 54.

CONSIDERATION AND APPROVAL TO A PRELIMINARY REPLAT OF PROPERTY LOCATED IN THE WEST PART OF SECTION 7, BLOCK 32, TOWNSHIP 1 SOUTH, T&P R SURVEY, TO BE REPLATTED AS CORONADO GARDENS, LOTS 1-5 AND CONSIDERATION TO VACATE AND ABANDON ALL RECORDED OR PRESCRIPTIVE EASEMENTS LOCATED IN OR ON LOTS 1-5 OF CORONADO GARDENS

Motion was made by Councilmember McDonald, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving a preliminary replat of property located in the west part of Section 7, Block 32, Township 1 South, T&P R Survey, to be replatted as Coronado Gardens, Lots 1-5 and consideration to vacate and abandon all recorded or prescriptive easements located in or on Lots 1-5 of Coronado Gardens.

APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIG SPRING AND HOWARD COUNTY TO PROVIDE FINANCIAL SUPPORT OF THE SENIOR CITIZENS CENTER AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember Carrigan, seconded by Mayor Pro Tem Olson, with all members of the Council voting “aye” approving an interlocal agreement between the City of Big Spring and Howard County to provide financial support of the Senior Citizens Center and authorizing the Mayor to execute any necessary documents.

APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BIG SPRING AND HOWARD COUNTY TO PROVIDE EMERGENCY AMBULANCE SERVICE AND AUTHORIZING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS

Motion was made by Councilmember McDonald, seconded by Councilmember Fernandez, with all members of the Council voting “aye” approving an interlocal agreement between the City of Big Spring and Howard County to provide emergency ambulance service and authorizing the Mayor to execute any necessary documents.

ACCEPTANCE OF BIG SPRING ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES FOR REGULAR MEETING OF JULY 19, 2011

Motion was made by Councilmember Ramirez, seconded by Councilmember Carrigan, with all members of the Council voting “aye” accepting Big Spring Economic Development Corporation Board of Directors minutes for regular meeting of July 19, 2011.

CITY MANAGER'S REPORT

Gary Fuqua, City Manager, announced that the Employees Appreciation Day Picnic will be Friday, September 2, 2011 at noon and invited the Council to attend.

COUNCIL INPUT

Mayor Duncan thanked the Evamor Company from Louisiana for their generous donation of 80,000 bottles of drinking water to Big Spring and the surrounding areas.

ADJOURN

Motion was made by Councilmember Hansen, seconded by Councilmember Fernandez, with all members of the Council voting "aye" to adjourn at 6:30 p.m.

CITY OF BIG SPRING, TEXAS

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS,
ESTABLISHING FUND BALANCE POLICIES AS REQUIRED BY GASB 54

WHEREAS, the Governmental Accounting Standards Board (“GASB”) has adopted Statement 54 (“GASB 54”), a new standard for governmental fund balance reporting and governmental fund type definitions that become effective in governmental fiscal years starting after June 15, 2010, and

WHEREAS, the City of Big Spring elects to implement GASB 54 requirements, and to apply such requirements to its financial statements beginning with the current (October 1, 2010-September 30, 2011) fiscal year; and

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

SECTION I. Recognizing that fund balance measures the net financial resources available to finance expenditures of future periods, the City of Big Spring hereby adopts a Fund Balance Policy consistent with GASB 54 requirements, to include the following fund balance categories for its governmental funds:

Nonspendable Fund Balance – Amounts that cannot be spent due to form, to include inventories, prepaid items, long-term notes receivable, and the corpus of a permanent fund.

Restricted Fund Balance – Amounts constrained for a specific purpose by external parties, constitutional provision or enabling legislation.

Committed Fund Balance – Amounts constrained for a specific purpose by the City Council, which would require action by the City Council to remove or change the constraints placed on the resources.

Assigned Fund Balance – For all governmental funds other than the General Fund, any remaining positive amounts not classified as nonspendable, restricted or committed. For the General Fund, assigned fund balance represents amounts constrained for the intent to be used for a specific purpose by the City of Big Spring.

Unassigned Fund Balance – For the General Fund, amounts not classified in one of the above categories are unassigned fund balance. For other governmental funds, amounts expended in excess of resources that create a residual deficit are unassigned fund balance.

Fund Balance of the City of Big Spring may be committed for a specific source by formal action of the City of Big Spring City Council. Amendments or modifications of the committed fund balance must also be approved by formal action of the City of Big Spring City Council.

In circumstances where an expenditure is to be made for a purpose for which amounts are available in multiple fund balance classifications, the order in which resources will be expended is as follows: restricted fund balance, followed by committed fund balance, assigned fund balance, and lastly, unassigned fund balance.

SECTION II. The City of Big Spring's financial goal is to have a sufficient balance in the operating fund with sufficient working capital and a margin of safety to address local and regional emergencies without borrowing. General Fund's Unassigned Fund Balance may only be appropriated by ordinance of the City Council. The City of Big Spring shall strive to maintain, at a minimum, an annual Unassigned Fund Balance in the General Fund which totals twenty five percent (25%) of the fund's annual operating expenditures, in order to provide approximately three month's operations.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 23rd day of August, 2011, with all Councilmembers voting "aye" for passage of same.

PASSED AND APPROVED on second and final reading at a regular meeting of the City Council on the 13th day of September, 2011, with all Councilmembers voting "aye" for passage of same.

Tommy Duncan, Mayor

ATTEST:

Peggy S. Walker, City Secretary

City of Big Spring
Big Spring McMahan-Wrinkle Airport and Industrial Park
Development Board Meeting Minutes
July 21, 2011

The Big Spring Airport and Industrial Park Development Board met in Regular Session at 5:30 p.m., Thursday, July 21, 2011 at the Airport Terminal conference room, 3200 Rickabaugh Drive, Big Spring, Texas. Marc Marchesseault called the meeting to order at 5:35 p.m. with the following members in attendance:

Marc Marchesseault	Paschal Odom
Ned Crandall	Bobby McDonald
Jim DeVille	Jan Hansen

Absent: Wayne Dawson

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

Item # 1

Call to Order

Marc called the meeting to order at 5:35 pm.

Item # 2

Review and approve minutes from June 16, 2011 meeting

Motion to approve made by Bobby McDonald, seconded by Paschal Odom, with all members voting "aye" for acceptance of the minutes as written.

Item # 3

Big Spring Economic Development Corporation Update

Terry Wegman updated the board stating that the internship with Sandy Wiggins was complete. The Howard County Community Health Center recently had their grand opening and has begun serving the community. Wind Energy Transmission Texas (WETT) is working on starting their project which will take approximately 18 months to 2 years. The Settles Hotel project is making some great progress with the upper floors almost complete. So far they have spent approximately \$9 Million, and the total cost should be around \$26 Million. They are hoping to have the renovations completed by the end of this year. The EDC is working with a company that is interested in running a "short-line" railroad that will utilize the rail spur, and provide the upgrades required to transport products to the industrial companies on the East side of the airport, such as JCPS, Western Container, and Co-Ex Pipe. The EDC is also in negotiations with a plastics company, as well as a galvanizing company, and is still working with both CeRam-Kote and Desert Tanks on their expansion projects. Terry informed the board that there will be a breakfast presentation with WETT on August 10th at 7:30 in the morning at Howard College.

Item # 4

Texas Aircraft Maintenance Center

Jim stated that Mr. Hobbs is still working on the project, although it appears it may be losing some steam. There is no official information available for update other than Len is still planning to do the upgrades and restaurant in the North Hangar.

Item # 5

Airport Terminal Ramp Upgrade Project, Status

Jim updated the board stating that the paperwork for selection of a consulting firm to do the design and engineering work on the project. A local board will review the candidates and then request that TxDOT to approve their selection.

Item # 6

Airport Director's Update

Jim mentioned the City Budget issues, including the delays in budget approvals due to the current drought and related problems with water consumption and restriction, as well as utility work. The Airpark budget is getting some big hits with the Western Container parking lot repairs and Hangar 25 Museum roof repairs, both of which were unexpected costs. The EDC is assisting with the cost of sprinkler system upgrades for both Western Container and JCPS which is a huge help. Jim mentioned the Permian Basin Airport Board Meeting in Midland this past Tuesday, including some of their renovations and projects. Jim also discussed the 'Construction Company' fire fighter helicopter and the Texas Forest Service tanker aircraft and crews that are using our facilities for their staging area. Jim informed the board that Joe Hays will be leaving the Hangar 25 Museum next month, as he is getting married and planning to reside in Lubbock. We are working on the roof repairs at the museum as well as repainting of the Hangar 25 signage on the building. Jim updated the board on the compost area, stating that it is completely closed now and we have installed a gate and 'closed' signs to keep traffic out of that area. For Show & Tell, the board viewed a video that shows how a minor bird strike can damage an aircraft and cause serious problems, as well as photography provided by Marc of the recent fire on South Mountain and the aerial crews that worked the fire. Upcoming events include the Hang Gliding Nationals on August 14th through the 20th, and the Webb AFB Reunion on October 7th through the 9th.

Item # 9

Leased Building Issues

Jim discussed the insurance deductible and related estimates for the needed roof repair for the Hangar 25 Air Museum. Western Container's fire suppression sprinkler system is still in the works. Also, the Fiberod/JCPS building fire suppression sprinklers and building expansion are still in the planning phase, while negotiations on the cost of the sprinkler system continue. Desert Tanks plans to expand their operations and in addition to their current property, they will be leasing the old American Limestone building now that it has been vacated.

Item # 10

Airport Safety Committee Report

Wayne Dawson was unavailable for an update. However, Marc mentioned that we will be having a Pilot's Safety Meeting at 7:00 pm, immediately following the August 18th Board Meeting.

Item # 11

Other Events & Activities

There are no other events or activities at this time.

Item # 12

Board Member Updates

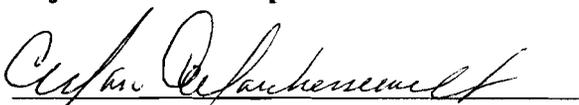
There are no updates at this time.

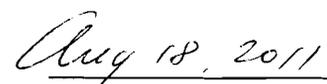
Item # 13

Next Meeting Date

August 18, 2011

Adjournment: 7:00 p.m.


Approved by Marc Marchesseault, Chairman


Date Approved

HOWARD COUNTY
911 COMMUNICATION DISTRICT

ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED
SEPTEMBER 30, 2010

HOWARD COUNTY 911 COMMUNICATION DISTRICT
ANNUAL FINANCIAL REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2010

HOWARD COUNTY 911 COMMUNICATION DISTRICT
September 30, 2010

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FINANCIAL SECTION



August 18, 2011

INDEPENDENT AUDITORS' REPORT

Howard County 911 Communication District
610 South Main
Big Spring, Texas 79720

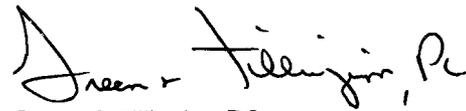
We have audited the accompanying financial statements of the Howard County 911 Communication District business-type activities and the aggregate remaining fund information of Howard County 911 Communication District as of and for the year ended September 30, 2010, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of Howard County 911 Communication 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, 2010, 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 3 through 6 and page 15 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.

A handwritten signature in black ink, appearing to read "Green & Fillingim, PC". The signature is written in a cursive, flowing style.

Green & Fillingim, PC
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. This information is presented in conjunction with the audited basic financial statements, which follow this section.

FINANCIAL HIGHLIGHTS FOR FISCAL YEAR 2010

- The District's net assets decreased by \$13,219 or 3.3 percent from \$403,147 to \$389,928.
- Operating revenues increased by \$13,476 or 5.6 percent from \$242,316 to \$255,792.
- Operating expenses increased by \$22,818 or 9.2 percent from \$247,369 to \$270,187.

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 Statements 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 to District creditors (liabilities). The Statements of Revenues, Expenses and Changes in Net Assets identify the District's revenues and expenses for the fiscal year ended September 30, 2010. 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 Statements 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 Statements 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.

NET ASSETS

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

Table 1
Condensed Statements of Net Assets

	<u>2009</u>	<u>2010</u>	<u>Dollar</u> <u>Change</u>	<u>Percent</u> <u>Change</u>
Current and Other Assets	\$ 284,817	\$ 285,408	\$ 591	.2
Capital Assets	142,158	129,228	(12,930)	(9.1)
Total Assets	426,975	414,636	(12,339)	(2.9)
Long-Term	0	0	0	0
Other Liabilities	23,828	24,708	880	3.7
Total Liabilities	23,828	24,708	880	3.7
Unrestricted net assets	403,147	389,928	(13,219)	(3.3)
Total Net Assets	403,147	389,928	(13,219)	(3.3)

As the above table indicates, total assets decreased by \$12,339 from \$426,975 to \$414,636 during the fiscal year ended September 30, 2010. This is comprised of an increase of \$591 in current and other assets and a decrease of \$12,930 in capital assets.

Total liabilities reflect an increase of \$880.

Table 1 also indicates that total net assets decreased by \$13,219 from \$403,147 to \$389,928.

Table 2
Condensed Statements of Revenues, Expenses
And Changes in Net Assets

	2009	2010	Dollar Change	Percent Change
Operating Revenues	\$ 242,316	\$ 255,792	\$ 13,476	5.6
Non-Operating Revenues	1,818	1,176	(642)	(35.3)
Total Revenues	244,134	256,968	12,834	5.3
Depreciation Expense	22,904	38,799	15,895	69.4
Other Operating Expenses	224,465	231,388	6,923	3.1
Non-Operating Expenses	72	0	(72)	(100)
Total Expenses	247,441	270,187	22,746	9.2
Income before Capital Contributions and Special Item	(3,307)	(13,219)	(9,912)	(300)
Changes in Net Assets	(3,307)	(13,219)	(9,912)	300
Beginning Net Assets	406,454	403,147	(3,307)	(.8)
Ending Net Assets	403,147	389,928	(13,219)	(3.3)

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 (\$13,219).

Table 2 indicates that the District's total revenues increased by \$12,834 or 5.3 percent to \$256,968 in the fiscal year ended September 30, 2010 from \$244,134 the prior year. Total expenses increased by \$22,746 or 9.2 percent during the 2009/2010 fiscal year. This increase is due mainly to an increase in depreciation expenses of \$15,895 and an increase in personnel services of \$3,214.

CAPITAL ASSETS

As of September 30, 2010, the District's investment in capital assets totaled \$129,228, which is a decrease of \$12,930 or 9.1 percent from the capital asset balance of \$142,158 at September 30, 2009. The decrease is due to depreciation expense taken on the capital assets of the District.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET AND RATES

The Board of Directors adopted the District's budget on July 14, 2009. The approval of a budget provides funding for the District's operating, capital and debt service costs for the 2009/2010 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.

BASIC FINANCIAL STATEMENTS

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF NET ASSETS
SEPTEMBER 30, 2010**

ASSETS

Current Assets	
Cash and Cash Equivalents	\$ 111,136
Certificates of Deposit	150,802
Accounts Receivable	<u>23,470</u>
Total Current Assets	<u>285,408</u>
Fixed Assets	
Equipment	452,300
Less Accumulated Depreciation	<u>(323,072)</u>
Total Fixed Assets Net of Depreciation	<u>129,228</u>
Total Assets	<u>\$ 414,636</u>

LIABILITIES

Current Liabilities	
Accounts Payable and Accrued Expenses	\$ <u>24,708</u>
Total Current Liabilities	<u>24,708</u>
Total Liabilities	<u>24,708</u>

NET ASSETS

Unrestricted	<u>\$ 389,928</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 FISCAL YEAR ENDED SEPTEMBER 30, 2010**

OPERATING REVENUES

Service Fees \$ 255,792

OPERATING EXPENSES

Personnel Services	118,791
Supplies, Materials and Equipment	6,683
Professional Fees	8,050
Lease Payments	75,638
Travel and Memberships	3,544
Dues and Subscriptions	1,066
Insurance	1,111
Advertising	1,890
Depreciation	38,799
Telephone	2,669
Taxes	4,286
Repairs	460
Rent	<u>7,200</u>
Total Operating Expenses	<u>270,187</u>

Operating Income (Loss) (14,395)

Non-Operating Revenues (Expenses)

Interest Income	<u>1,176</u>
Total Non-Operating Revenues (Expense)	<u>1,176</u>

Increase (Decrease) in Net Assets (13,219)

NET ASSETS

Beginning of the Year	<u>403,147</u>
End of Year	<u>\$ 389,928</u>

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

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF CASH FOWS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2010**

Cash Flows from Operating Activities	
Cash Receipts from Customers	\$ 256,950
Cash Payments to Suppliers and for Services	<u>(230,508)</u>
Net Cash Provided (Used) by Operating Activities	<u>26,442</u>
Cash Flows from Capital and Related Financing Activities	
Equipment Purchases	<u>(25,868)</u>
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(25,868)</u>
Cash Flows from Investing Activities	
Interest Income Received	1,176
Purchase of CD's	<u>(150,802)</u>
Net Cash Provided (Used) by Investing Activities	<u>(149,626)</u>
Net Increase (Decrease) in Cash and Cash Equivalents	(149,052)
Cash and Cash Equivalents - Beginning	<u>260,188</u>
Cash and Cash Equivalents – Ending	<u>\$ 111,136</u>
Reconciliation of Operating Income (Loss) to Net Cash	
Provided (Used) by Operating Activities	
Operating Income (Loss)	\$ (14,395)
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities	
Depreciation	38,799
Changes in Assets and Liabilities	
(Increase) Decrease in Accounts Receivable	1,158
Increase (Decrease) in Accounts Payable and Accrued Expenses	<u>880</u>
Total Adjustments	<u>40,837</u>
Net Cash Provided (Used) by Operating Activities	<u>\$ 26,442</u>

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

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2010**

Note A – Summary of Significant Accounting Policies

The accounting policies of the Howard County 911 Communication District conform to generally accepted accounting principles applicable to state and local governments. The following is a summary of the significant 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 disclosure of contingent assets and liabilities at the date of the financial statements and the 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.

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2010**

Note A – Summary of Significant Accounting Policies - Continued

Basis of Accounting - Continued

Proprietary Fund Types follow all Governmental Accounting Standards Board pronouncements as well as Financial Accounting Standards Board pronouncements issued prior to November 30, 1989, which do not conflict with or contradict Governmental Accounting Standards Board pronouncements.

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.

Property, Plant and Equipment

Property, plant and equipment is stated at historical cost. 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 pay 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, 2010, the District has accrued \$18,114 for compensated absences.

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2010**

Note B – Deposits and Investments

Cash Deposits

At September 30, 2010, the carrying amount of the District's deposits was \$101,667 and the bank balance was \$102,142. The District's cash deposits at September 30, 2010 and the date of the largest cash balances were entirely covered by FDIC insurance.

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 general purpose 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, 2010 consisted of shares in the Texas Local Government Investment Pool. The reported amount and fair value as of September 30, 2010 was \$9,469. The reported amount and the fair value of the certificates of deposit as of September 30, 2010 was \$150,802.

Investment Accounting Policy

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

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2010**

Note B – Deposits and Investments – Continued

Public Funds and Investment Pools

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

The District's Investments 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.

Note C – Property, Plant and Equipment

The following is a summary of the property, plant and equipment as of September 30, 2010:

Furniture & Equipment	\$ 452,300
Accumulated Depreciation	<u>(323,072)</u>
Net Property, Plant and Equipment	<u>\$ 129,228</u>

HOWARD COUNTY 911 COMMUNICATION DISTRICT
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2010

Note 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, 2010.

SUPPLEMENTAL INFORMATION

**HOWARD COUNTY 911 COMMUNICATION DISTRICT
STATEMENT OF REVENUES AND EXPENSES – BUDGET AND ACTUAL
SEPTEMBER 30, 2010**

	Budget	Actual	Variance – Favorable (Unfavorable)
<u>REVENUES</u>			
Service Fees	\$ 262,802	\$ 255,792	\$ (7,010)
Interest	2,879	1,176	(1,703)
Miscellaneous	600		(600)
Total Revenues	266,281	256,968	(9,313)
 <u>EXPENSES</u>			
Personnel Services	120,881	118,791	2,090
Supplies, Materials and Equipment	2,299	1,893	406
Professional Fees	10,200	8,050	2,150
Lease Payments	93,000	75,638	17,362
Travel and Memberships	4,000	3,544	456
Dues and Subscriptions	1,200	1,066	134
Insurance	2,000	1,111	889
Advertising	1,600	1,890	(290)
Telephone	5,150	2,669	2,481
Taxes	3,837	4,286	(449)
Equipment Purchases	8,000	4,790	3,210
Repairs	0	460	(460)
Rent	7,200	7,200	0
Total Expenses	259,367	231,388	27,979
 Excess Revenues (Expenses)	 \$ 6,914	 \$ 25,580	 \$ 18,666

Reconciliation to Change in Net Assets

Excess Revenues (Expenses)	\$ 25,580
Depreciation	(38,799)
 Change in Net Assets	 \$ (13,219)

HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT

Approved
2010-2011

DRAFT
2011-2012

**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	\$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

HOWARD COUNTY 9-1-1 COMMUNICATION DISTRICT

APPROVED 2009-2010		DRAFT 2011-2012	
Lease Payments		Lease Payments	
Equipment		Equipment	
911 Service/Equipment	\$60,000.00	911 Service/Equipment	\$60,000.00
Wireless Services phase I/II	\$35,000.00	Wireless Services phase I/II	\$35,000.00
Maintenance PD/So	\$ 6,000.00	Maintenance PD/So	\$ 6,000.00
TOTAL	\$101,000.00	TOTAL	\$101,000.00
Travel/Auto/Memberships		Travel/Auto/Memberships	
Auto Allowance	\$10,400.00	Auto Allowance	\$10,400.00
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	\$15,600.00
Utilities		Utilities	
Office Telephone	\$2,200.00	Office Telephone	\$2,200.00
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		\$0.00
TOTAL	\$5,150.00	TOTAL	\$5,150.00
Insurance		Insurance	
Health Insurance Director	\$6,000.00	Health Insurance Director	\$6,000.00
Liability / Property Insurance (Dis	\$2,000.00	Liability / Property Insurance (District)	\$2,000.00
TOTAL	\$8,000.00	TOTAL	\$8,000.00
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
Total Expenditures	\$ 263,686.50	Total Expenditures	\$ 263,686.50

Estimated Revenues 2010-2011		Estimated Revenues 2011-2012	
Wireline Fees		Wireline Fees	\$ 107,352.00
Wireless Fees		Wireless Fees	\$ 163,857.00
Interest Income		Interest Income	\$ 1,000.00
Contract Service Fees		Contract Service Fees	\$ 600.00
Total Revenues	\$ 266,840.00	Total Revenues	\$ 272,809.00

Western Container Corporation
THE PREMIER MANUFACTURER OF PET CONTAINERS FOR THE COCA-COLA BOTTLING SYSTEM



Photo by Bruce Schlooter



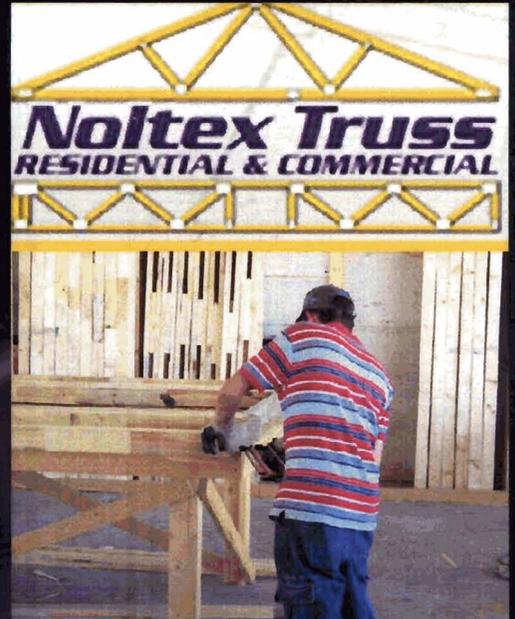
Photo by Texas Hwy

Rich History | Big Possibilities
Big Spring
Texas
ECONOMIC DEVELOPMENT

Proposed Budget 2011-2012



ALON USA



Noltex Truss
RESIDENTIAL & COMMERCIAL



September 13, 2011

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

Re: Proposed 2011-2012 Budget for Big Spring Economic Development
Corporation

Dear Mayor and Council:

Enclosed is the Big Spring Economic Development Corporation Proposed Budget for 2011-2012. The Board of Directors of Big Spring Economic Development Corporation at our regular meeting on August 16, 2011 approved the Proposed Budget.

The Board respectfully submits the 2011-2012 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, 2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Mr. Rodney Bomar", followed by a horizontal line extending to the right.

Mr. Rodney Bomar
President

Enclosures

	Actual 2009-2010	Projected 2010-2011	Budget 2011-2012
Beginning Fund Balance	6,078,863	5,567,874	2,431,837
Revenues			
Special Revenue	19,000	0	0
Sales Tax Revenue	1,421,577	1,536,549	1,500,000
Other Financial Resources			
Interest Income	61,716	42,867	15,000
Rental Income	8,650	9,000	9,000
Chamber Reimbursement	5,624	4,600	6,000
Total Income	1,516,568	1,593,015	1,530,000
Expense			
Personal Services	140,232	147,080	151,300
Facilities	30,749	24,938	27,000
Office	7,463	7,500	12,400
Contractual Services	43,711	36,600	49,000
Insurance	18,656	10,584	14,100
Meetings/Workshops	5,620	9,155	6,000
Professional Development	6,045	3,391	5,000
Promotion	95,073	22,000	50,000
Economic Development	1,134,880	4,467,805	2,970,100
Capital Outlay	545,128	0	10,000
Total Expense	2,027,557	4,729,052	3,294,900
Net Income	-510,989	-3,136,037	-1,764,900
Ending Fund Balance (Unreserved & Undesignated)	5,567,874	2,431,837	666,937

**Big Spring Economic Development Corp
Budget Worksheet**

October 2011 through September 2012

	Actual	Projected	Budget	Budget
	Oct '10 - Jun 11	Oct '10 - Sept 11	Oct '10 - Sept 11	Oct '11 - Sept 12
Income				
Special Revenue	446,608.00			
Sales Tax Revenue	1,172,661.39	1,536,548.52	1,375,000.00	1,500,000.00
Interest Income	32,150.27	42,867.02	25,000.00	15,000.00
Rental Income	6,750.00	9,000.00	9,000.00	9,000.00
Chamber Reimbursement	3,449.90	4,599.90	6,000.00	6,000.00
Total Income	1,661,619.56	1,593,015.44	1,415,000.00	1,530,000.00
Expense				
Personal Services				
Salaries	84,231.99	112,309.32	112,500.00	116,000.00
Payroll Taxes	1,555.47	2,073.96	2,000.00	2,150.00
Retirement	15,934.14	21,245.52	21,250.00	22,000.00
Employee Insurance	4,873.95	6,498.60	6,830.00	6,500.00
Car Allowance	3,150.00	4,200.00	4,200.00	4,200.00
Workers Compensation	752.38	752.38	450.00	450.00
Total Personal Services	110,497.93	147,079.78	147,230.00	151,300.00
Facilities				
Repairs and Maint	6,302.12	9,800.00	50,000.00	10,000.00
Telephone	4,699.31	6,265.75	7,000.00	7,000.00
Utilities	6,654.17	8,872.23	11,000.00	10,000.00
Total Facilities	17,655.60	24,937.97	68,000.00	27,000.00
Office				
Supplies	3,257.62	4,343.49	6,000.00	7,000.00
Computer	377.06	502.75	2,000.00	2,000.00
Postage Machine Rental	999.00	1,332.00	1,400.00	1,400.00
Postage/Shipping	88.88	118.51	1,500.00	500.00
Personal Mileage	902.13	1,202.84	1,500.00	1,500.00
Total Office	5,624.69	7,499.59	12,400.00	12,400.00
Contractual Services				
Legal Fees	823.00	1,200.00	20,000.00	5,000.00
Accounting Fees	8,800.00	10,000.00	11,000.00	11,000.00

October 2011 through September 2012

Budget Worksheet

	Oct '10 - Jun '11	Oct '10 - Sept '11	Oct '10 - Sept '11	Oct '10 - Sept '11	Oct '11 - Sept '12
Janitorial Services	3,600.00	5,400.00	5,500.00	5,500.00	5,500.00
Contract Labor	2,000.00	2,000.00	500.00	2,500.00	2,500.00
Professional Services	9,218.40	10,000.00	100,000.00	15,000.00	15,000.00
Dues & Subscriptions	6,185.23	8,000.00	4,000.00	10,000.00	10,000.00
Total Contractual Services	30,626.63	36,600.00	141,000.00	49,000.00	49,000.00
Insurance					
Property Insurance	3,954.50	3,954.50	10,000.00	10,000.00	10,000.00
Officer's Lab Insurance	3,545.00	3,545.00	3,600.00	3,600.00	3,600.00
Surety Bond		492.00	500.00	500.00	500.00
Other Property	2,592.29	2,592.29	17,000.00	-	-
Total Insurance	10,091.79	10,583.79	31,100.00	14,100.00	14,100.00
Meetings/Workshops					
Big Spring Day	3,155.01	3,155.01	10,000.00	-	-
Ag Expo	0.00	1,000.00	1,000.00	1,000.00	1,000.00
Meetings & Workshops	3,680.80	5,000.00	5,000.00	5,000.00	5,000.00
Total Meetings/Workshops	6,835.81	9,155.01	16,000.00	6,000.00	6,000.00
Professional Development	2,712.58	3,390.73	5,000.00	5,000.00	5,000.00
Promotion					
Promotion	18,264.32	19,000.00	30,000.00	30,000.00	30,000.00
Magnet Promotion	2,160.00	3,000.00	100,000.00	20,000.00	20,000.00
Total Promotion	20,424.32	22,000.00	130,000.00	50,000.00	50,000.00
Economic Development					
Entrepreneur Alliance	20,000.00	30,000.00	40,000.00	40,000.00	40,000.00
South Plains Rural Health	150,000.00	150,000.00	100,000.00	-	-
Westex Communications			44,100.00	44,100.00	44,100.00
Coca Cola Enterprises		850,000.00	1,000,000.00	800,000.00	800,000.00
Desert Tanks		200,000.00	250,000.00	-	-
Ceram Kote		250,000.00	0.00	500,000.00	-
Mbroasia		0.00	500,000.00	-	-
Howard College Voc Grant		8,000.00	49,595.00	-	-
John Crane PS Expansion	600,000.00	600,000.00	600,000.00	-	-
John Crane Production Solutions	13,806.72	20,710.08	22,000.00	21,000.00	21,000.00

**Big Spring Economic Development Corp
Budget Worksheet
October 2011 through September 2012**

	Oct '10 - Jun 11	Oct '10 - Sept 11	Oct '10 - Sept 11	Oct '11 - Sept 12
Settles Hotel paid from Escrow	1,766,947.46	2,038,213.96	2,038,213.96	-
Plains Cotton Coop	200,000.00	200,000.00	200,000.00	
Amerimex	100,000.00	100,000.00		
Workforce			50,000.00	25,000.00
Prospect Activity	4,861.28	6,076.60	20,000.00	20,000.00
Existing Industry Enhancement			5,000.00	5,000.00
Ports to Plains	14,804.70	14,804.70	15,000.00	15,000.00
Misc				2,000,000.00
Total Economic Development	2,870,420.16	4,467,805.34	4,043,908.96	2,970,100.00
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	3,074,889.51	4,729,052.21	4,604,638.96	3,294,900.00
Net Income	(1,413,269.95)	(3,136,036.77)	(3,189,638.96)	(1,764,900.00)

City of Big Springs Single Member Districts

Proposed Plan 1

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,547	3,616	-69	-1.91%
District 2	3,565	3,616	-51	-1.41%
District 3	3,610	3,616	-6	-0.17%
District 4	3,661	3,616	45	1.24%
District 5	3661	3,616	45	1.24%
District 6	3,653	3,616	37	1.02%
Total Population	21,697			

Ideal Population is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

-69 to 45 **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

-1.91% to 1.24% **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

36.14 **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

1.17% **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

18.87 **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

0.52% **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

7.00% **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

3.15% **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	956	294	13	6	2,214	7	13	44	3,547	16.35%
District 2	1,349	152	15	16	1,967	0	23	43	3,565	16.43%
District 3	1,739	234	21	22	1,554	0	1	39	3,610	16.64%
District 4	2,459	94	19	75	969	1	1	43	3,661	16.87%
District 5	2,178	121	24	11	1,270	1	4	52	3,661	16.87%
District 6	1,919	168	31	24	1,473	0	0	38	3,653	16.84%
County Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of County	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

Ethnic Background as a % of Total Population

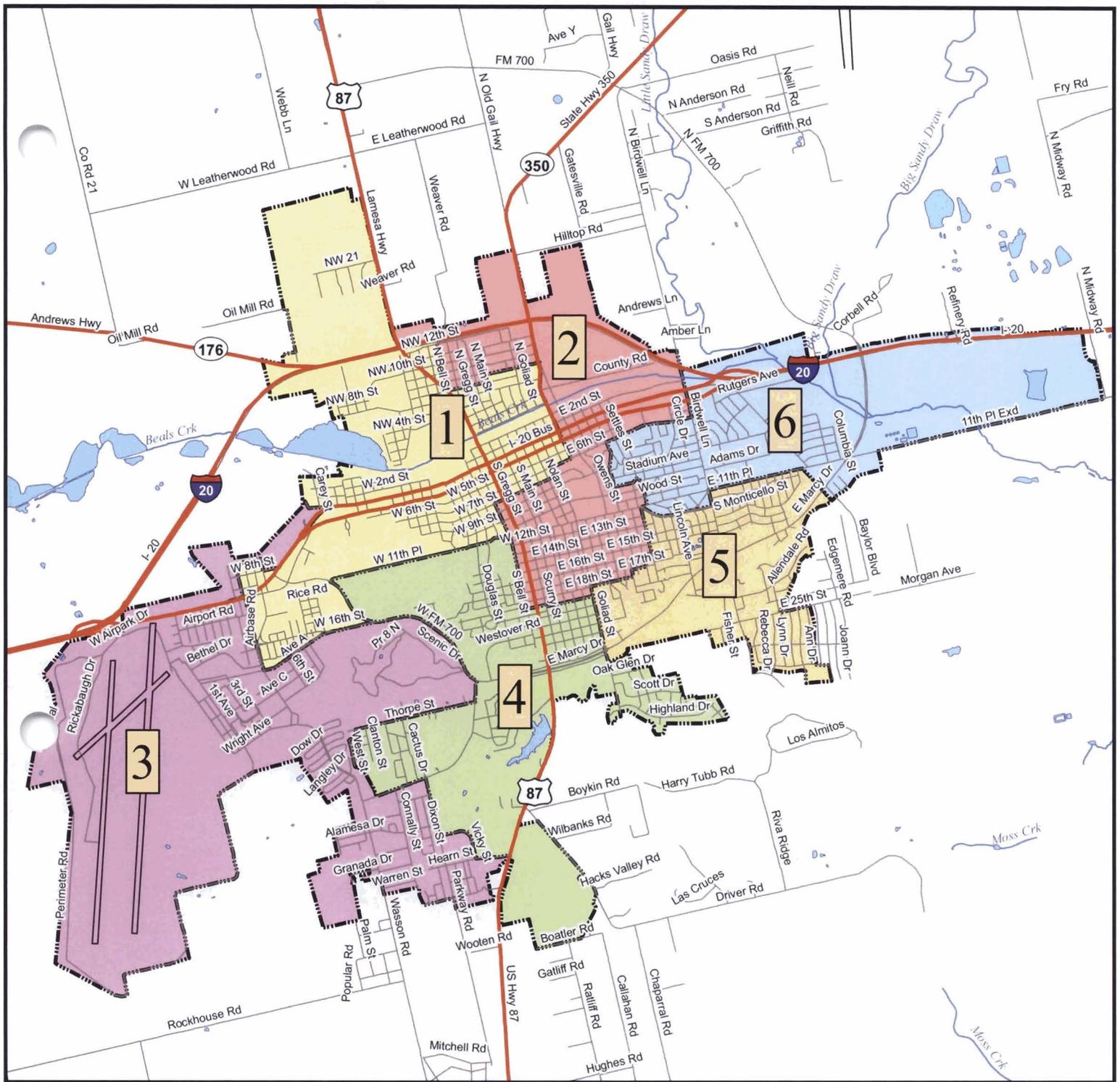
	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	26.95%	8.29%	0.37%	0.17%	62.42%	0.20%	0.37%	1.24%	100.00%
District 2	37.84%	4.26%	0.42%	0.45%	55.18%	0.00%	0.65%	1.21%	100.00%
District 3	48.17%	6.48%	0.58%	0.61%	43.05%	0.00%	0.03%	1.08%	100.00%
District 4	67.17%	2.57%	0.52%	2.05%	26.47%	0.03%	0.03%	1.17%	100.00%
District 5	59.49%	3.31%	0.66%	0.30%	34.69%	0.03%	0.11%	1.42%	100.00%
District 6	52.53%	4.60%	0.85%	0.66%	40.32%	0.00%	0.00%	1.04%	100.00%

Ethnic Background of Voting Age Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of County
District 1	808	233	13	5	1,498	5	5	25	2,592	16.37%
District 2	1,092	114	12	16	1,325	0	12	27	2,598	16.41%
District 3	1,371	144	12	17	949	0	1	21	2,515	15.88%
District 4	2,107	68	16	61	655	1	1	22	2,931	18.51%
District 5	1,745	74	16	9	751	1	3	25	2,624	16.57%
District 6	1,544	118	21	20	856	0	0	17	2,576	16.27%
County Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of County	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	31.17%	8.99%	0.50%	0.19%	57.79%	0.19%	0.19%	0.96%	100.00%
District 2	42.03%	4.39%	0.46%	0.62%	51.00%	0.00%	0.46%	1.04%	100.00%
District 3	54.51%	5.73%	0.48%	0.68%	37.73%	0.00%	0.04%	0.83%	100.00%
District 4	71.89%	2.32%	0.55%	2.08%	22.35%	0.03%	0.03%	0.75%	100.00%
District 5	66.50%	2.82%	0.61%	0.34%	28.62%	0.04%	0.11%	0.95%	100.00%
District 6	59.94%	4.58%	0.82%	0.78%	33.23%	0.00%	0.00%	0.66%	100.00%



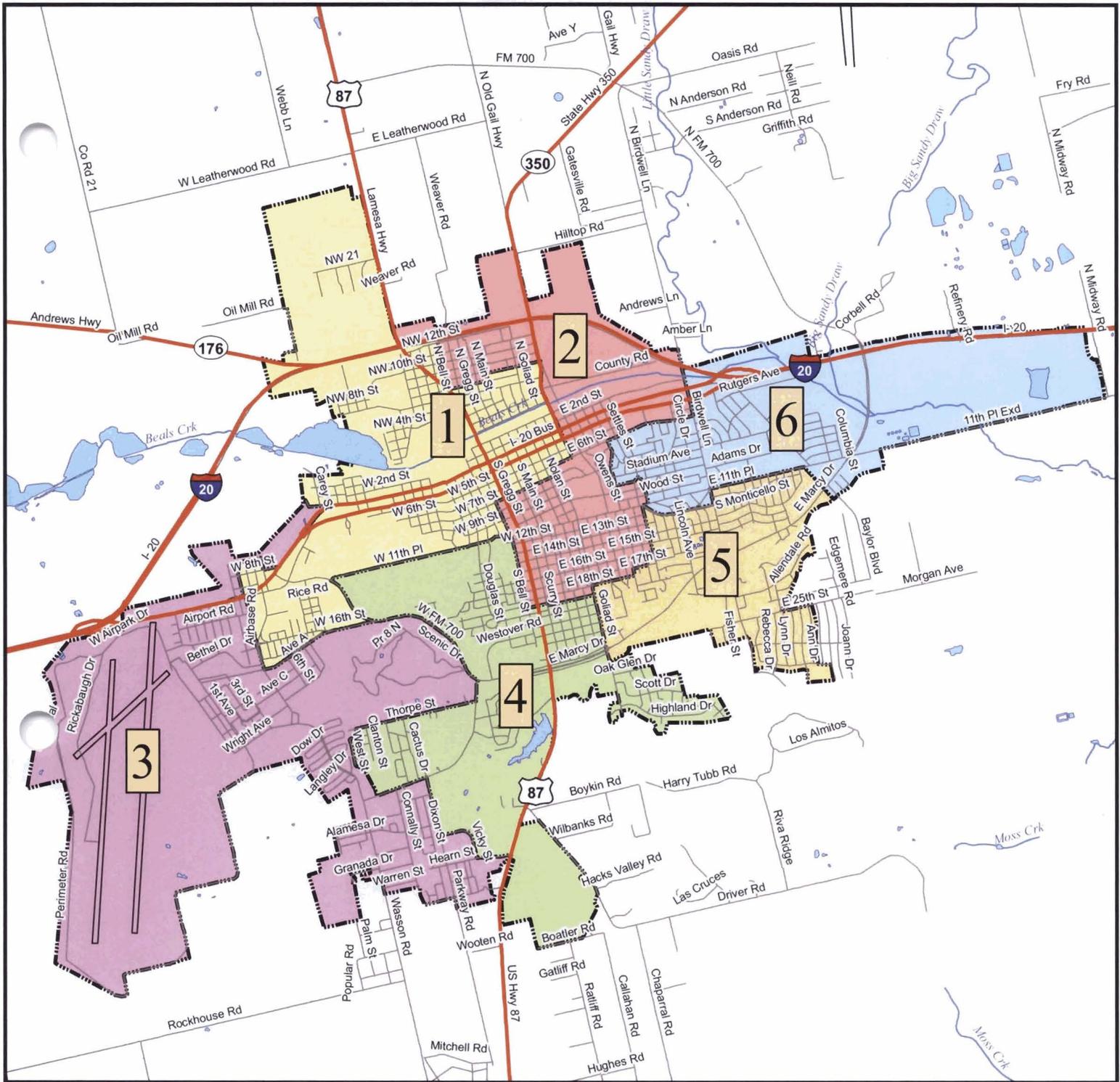
Districts

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City of Big Spring

Proposed Plan 1
Single Member Districts





Districts

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City of Big Spring
 Proposed Plan 1
 Single Member Districts



City of Big Springs Single Member Districts Proposed Plan 2

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,615	3,616	-1	-0.03%
District 2	3,574	3,616	-42	-1.16%
District 3	3,566	3,616	-50	-1.38%
District 4	3,573	3,616	-43	-1.19%
District 5	3686	3,616	70	1.94%
District 6	3,683	3,616	67	1.85%
Total Population	21,697			

Ideal Population is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

-50 to 70 **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

-1.38% to 1.94% **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

39 **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

1.26% **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

20.75 **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

0.57% **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

7.55% **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

3.32% **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	1,293	277	11	13	1,939	7	28	47	3,615	16.66%
District 2	1,146	201	23	11	2,152	0	0	41	3,574	16.47%
District 3	1,354	256	25	12	1,873	0	1	45	3,566	16.44%
District 4	2,289	117	16	56	1,053	1	1	40	3,573	16.47%
District 5	2,373	121	16	39	1,081	0	12	44	3,686	16.99%
District 6	2,145	91	32	23	1,349	1	0	42	3,683	16.97%
City Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of City	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

Ethnic Background as a % of Total Population

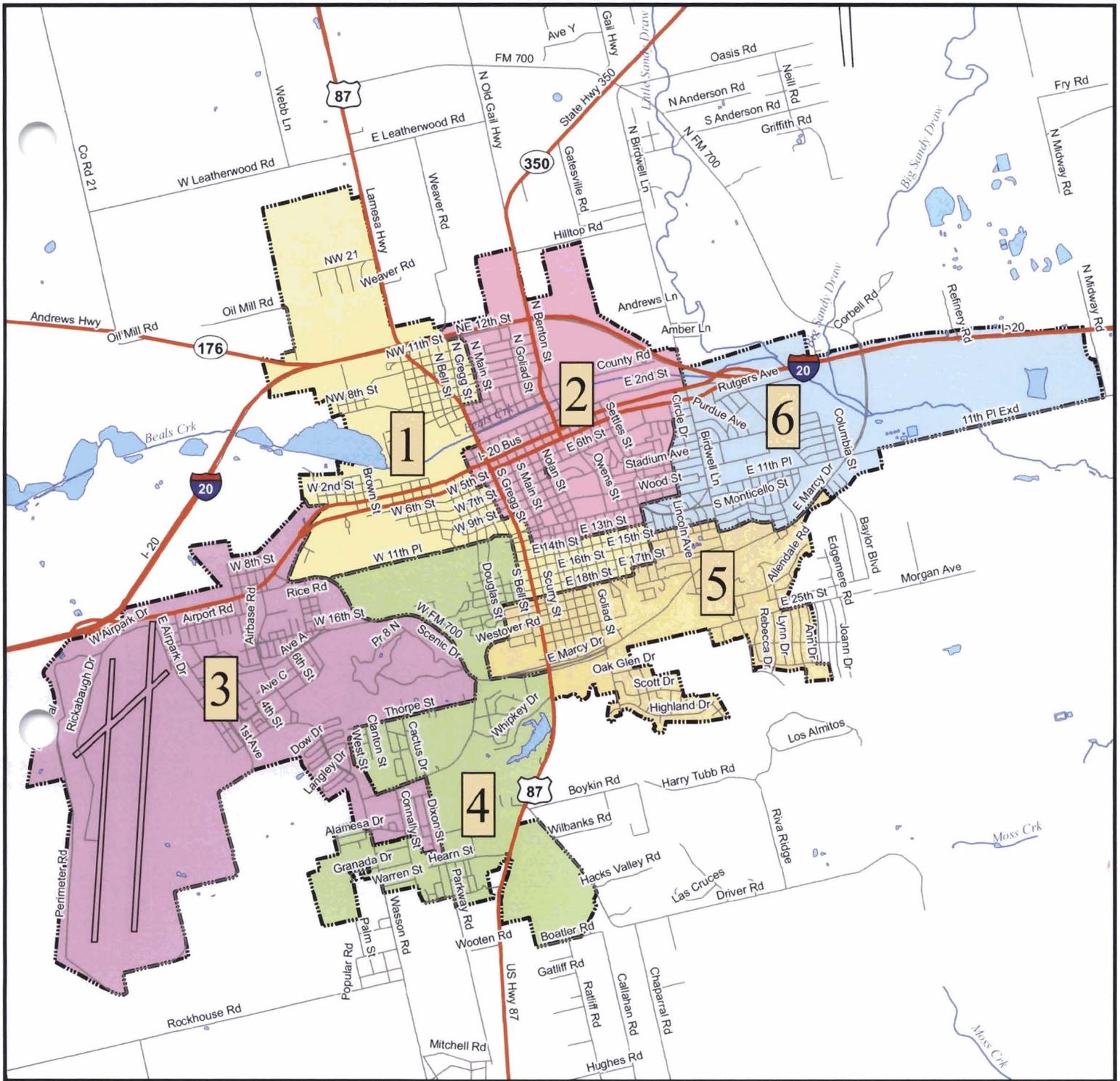
	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	35.77%	7.66%	0.30%	0.36%	53.64%	0.19%	0.77%	1.30%	100.00%
District 2	32.06%	5.62%	0.64%	0.31%	60.21%	0.00%	0.00%	1.15%	100.00%
District 3	37.97%	7.18%	0.70%	0.34%	52.52%	0.00%	0.03%	1.26%	100.00%
District 4	64.06%	3.27%	0.45%	1.57%	29.47%	0.03%	0.03%	1.12%	100.00%
District 5	64.38%	3.28%	0.43%	1.06%	29.33%	0.00%	0.33%	1.19%	100.00%
District 6	58.24%	2.47%	0.87%	0.62%	36.63%	0.03%	0.00%	1.14%	100.00%

Ethnic Background of Voting Age Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	1,090	222	11	12	1,341	5	12	26	2,719	17.17%
District 2	934	137	14	11	1,413	0	0	20	2,529	15.97%
District 3	1,078	164	17	11	1,142	0	1	25	2,438	15.40%
District 4	1,905	78	12	42	693	1	1	21	2,753	17.38%
District 5	1,942	80	13	33	675	0	8	22	2,773	17.51%
District 6	1,718	70	23	19	770	1	0	23	2,624	16.57%
City Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of City	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	40.09%	8.16%	0.40%	0.44%	49.32%	0.18%	0.44%	0.96%	100.00%
District 2	36.93%	5.42%	0.55%	0.43%	55.87%	0.00%	0.00%	0.79%	100.00%
District 3	44.22%	6.73%	0.70%	0.45%	46.84%	0.00%	0.04%	1.03%	100.00%
District 4	69.20%	2.83%	0.44%	1.53%	25.17%	0.04%	0.04%	0.76%	100.00%
District 5	70.03%	2.88%	0.47%	1.19%	24.34%	0.00%	0.29%	0.79%	100.00%
District 6	65.47%	2.67%	0.88%	0.72%	29.34%	0.04%	0.00%	0.88%	100.00%



Districts

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City of Big Spring

Proposed Plan 2
Single Member Districts



City of Big Springs Single Member Districts

Proposed Plan 3

Analysis of Population in the Single Member Districts based on 2010 Census data

Member District	Actual Population	Ideal Population	Absolute Deviation	Relative Deviation
District 1	3,571	3,616	-45	-1.24%
District 2	3,669	3,616	53	1.47%
District 3	3,596	3,616	-20	-0.55%
District 4	3,678	3,616	62	1.71%
District 5	3,600	3,616	-16	-0.44%
District 6	3,583	3,616	-33	-0.91%
Total Population	21,697			

Ideal Population is defined as (total district population divided by the number of districts). Absolute and Relative (%) Deviations are difference in actual and ideal.

-34 to 62 **Absolute Range** is the spread in absolute deviation from the smallest precinct to the largest.

-1.24% to 1.71% **Relative Range** is the spread in relative deviation (%) from the smallest precinct to the largest.

32.71 **Absolute Mean Deviation** is the average deviation, which is calculated by adding all the absolute deviations (ignoring "+" and "-" signs) and dividing by 4.

1.06% **Relative Mean Deviation** is the average deviation, which is calculated by adding all the relative deviations (ignoring "+" and "-" signs) and dividing by 4.

17.02 **Standard Deviation of Population** is the square root of the sum of the squares of all the absolute deviations divided by 4.

0.47% **Standard Deviation of Relative Deviations** is the square root of the sum of the squares of all the relative (%) deviations divided by 4.

6.33% **Total Absolute Deviation** is the sum of all relative deviations (ignoring "+" and "-" signs).

2.96% **Total Maximum Deviation** is the sum of the relative deviations (%) of the smallest and largest precincts, (ignoring "+" and "-" signs).

Ethnic Background of Total Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	1,055	300	9	12	2,124	7	17	47	3,571	16.46%
District 2	1,501	152	29	12	1,924	0	11	40	3,669	16.91%
District 3	1,407	239	26	13	1,870	0	1	40	3,596	16.57%
District 4	2,186	148	10	44	1,236	1	9	44	3,678	16.95%
District 5	2,475	95	22	48	909	0	4	47	3,600	16.59%
District 6	1,976	129	27	25	1,384	1	0	41	3,583	16.51%
City Total	10,600	1,063	123	154	9,447	9	42	259	21,697	100.00%
% of City	48.85%	4.90%	0.57%	0.71%	43.54%	0.04%	0.19%	1.19%	100.00%	

Ethnic Background as a % of Total Population

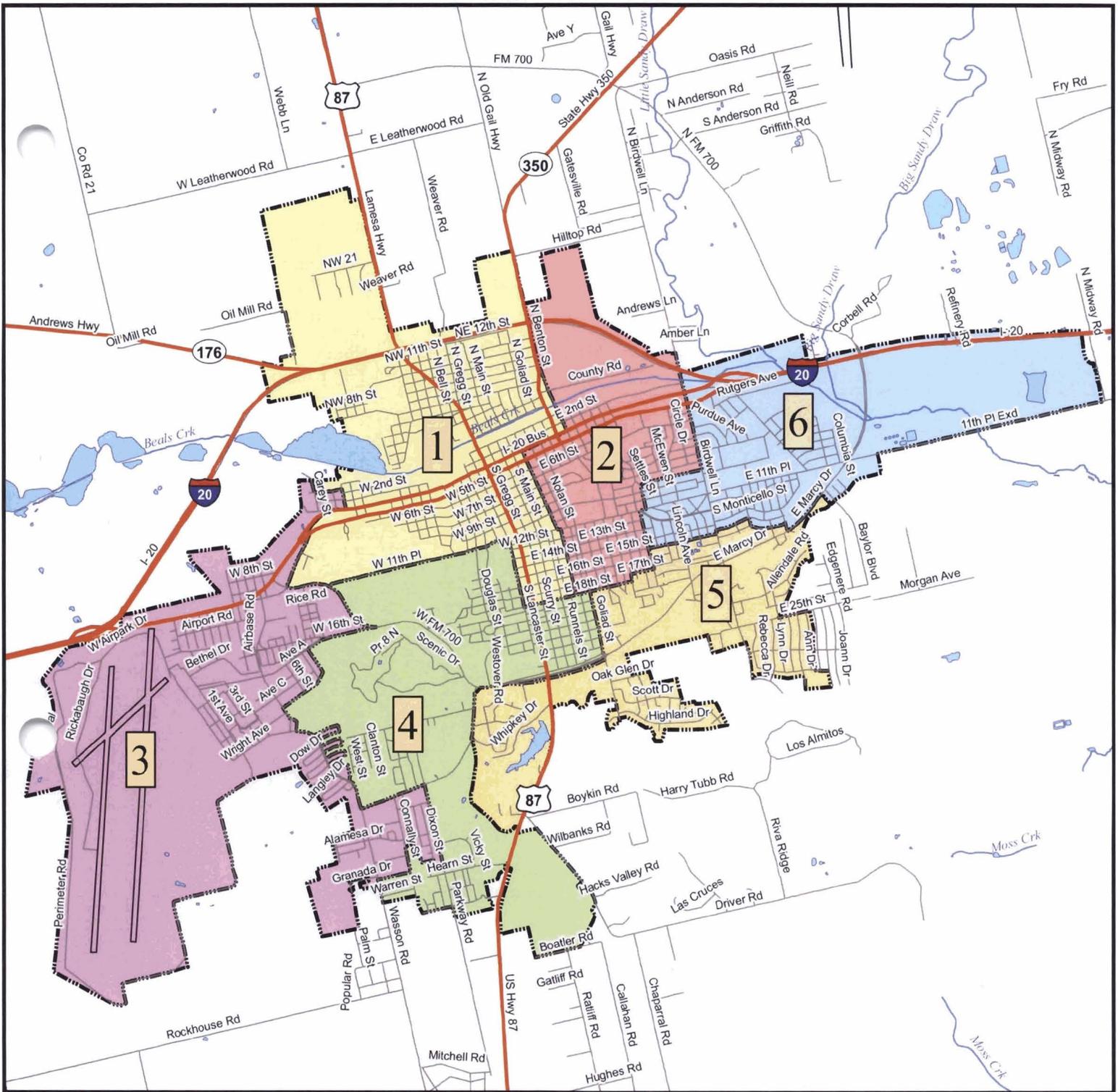
	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	29.54%	8.40%	0.25%	0.34%	59.48%	0.20%	0.48%	1.32%	100.00%
District 2	40.91%	4.14%	0.79%	0.33%	52.44%	0.00%	0.30%	1.09%	100.00%
District 3	39.13%	6.65%	0.72%	0.36%	52.00%	0.00%	0.03%	1.11%	100.00%
District 4	59.43%	4.02%	0.27%	1.20%	33.61%	0.03%	0.24%	1.20%	100.00%
District 5	68.75%	2.64%	0.61%	1.33%	25.25%	0.00%	0.11%	1.31%	100.00%
District 6	55.15%	3.60%	0.75%	0.70%	38.63%	0.03%	0.00%	1.14%	100.00%

Ethnic Background of Voting Age Population

	Anglo	Black	Amer. Indian	Asian	Hispanic	Hawaii/Pac. Is.	Other	Multi Race	Prec. Total	% of City
District 1	913	244	9	11	1,520	5	7	25	2,734	17.26%
District 2	1,206	103	19	12	1,193	0	5	19	2,557	16.15%
District 3	1,117	154	17	12	1,141	0	1	25	2,467	15.58%
District 4	1,826	96	10	32	809	1	6	21	2,801	17.69%
District 5	2,012	67	14	40	564	0	3	24	2,724	17.20%
District 6	1,593	87	21	21	807	1	0	23	2,553	16.12%
City Total	8,667	751	90	128	6,034	7	22	137	15,836	100.00%
% of City	54.73%	4.74%	0.57%	0.81%	38.10%	0.04%	0.14%	0.87%	100.00%	

Ethnic Background as a % of Voting Age Population

	Anglo	Black	Amer. Ind.	Asian	Hispanic	Haw/Pac	Other	Multi	% Total
District 1	33.39%	8.92%	0.33%	0.40%	55.60%	0.18%	0.26%	0.91%	100.00%
District 2	47.16%	4.03%	0.74%	0.47%	46.66%	0.00%	0.20%	0.74%	100.00%
District 3	45.28%	6.24%	0.69%	0.49%	46.25%	0.00%	0.04%	1.01%	100.00%
District 4	65.19%	3.43%	0.36%	1.14%	28.88%	0.04%	0.21%	0.75%	100.00%
District 5	73.86%	2.46%	0.51%	1.47%	20.70%	0.00%	0.11%	0.88%	100.00%
District 6	62.40%	3.41%	0.82%	0.82%	31.61%	0.04%	0.00%	0.90%	100.00%



Districts

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City of Big Spring

Proposed Plan 3
Single Member Districts



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, 2011 AND ENDING SEPTEMBER 30, 2012

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, 2011 and ending September 30, 2012; 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, 2010, and ending September 30, 2011, 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, 2011 and terminating September 30, 2012.

SECTION TWO: That the annual budget of the City of Big Spring, Texas for the fiscal year commencing October 1, 2011, and ending September 30, 2012 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 13th day of September, 2011, with all members present voting “aye” for the passage of same.

PASSED AND APPROVED on second and final reading at a special meeting of the City Council on the 27th day of September, 2010, 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 2011 AND DIRECTING THE ASSESSMENT AND COLLECTION THEREOF

WHEREAS, the City Council finds that the tax for the year 2011, 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 2011, 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 2011 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 70.4725 cents (\$0.704725) on each one hundred dollars (\$100.00) valuation of said property. Said rate represents 61.9725 cents levied for maintenance and operations of General Fund, and 8.5 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 2011 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 24.4775 cents (\$0.244775) 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	20.8841¢
Certificates of Obligation	2007	.7133¢
Certificates of Obligation	2010	<u>2.8801¢</u>
Total requirements for outstanding bonds		24.4775¢

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 13th day of September, 2011, 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 27th day of September, 2011, with all members present voting “aye” for the passage of same.

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary



**CITY OF BIG SPRING
PUBLIC WORKS
MEMORANDUM**

TO: HONORABLE MAYOR AND CITY COUNCIL
MR. GARY FUQUA, CITY MANAGER

FROM: TODD DARDEN, ASSISTANT CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING AMENDING THE BIG SPRING CODE OF ORDINANCES BY AMENDING CHAPTER 6, ARTICLE 7 ENTITLED "COMANCHE TRAIL GOLF COURSE;" AMENDING FEES; REPEALING ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

DATE: SEPTEMBER 9, 2011

A proposed ordinance change along with associated amended fee changes will be submitted to the Golf Course Committee on Monday, September 12th, 2011 at 4:00 p.m. for review.

The committee approved ordinance will be provided on Tuesday, September 13th at the Council Meeting.

If you have any questions or comments please feel free to contact my office.

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "CEMETERIES, PARKS AND RECREATION," ARTICLE 4, DIVISION 3 ENTITLED "CITY PARK PAVILION AREAS" BY AMENDING SECTION 6-90 IN ORDER TO RENAME IT "RESERVATIONS, HOURS OF USE AND RENTAL FEES;" AMENDING ARTICLE 4, DIVISION 4 ENTITLED "MISCELLANEOUS REGULATIONS BY AMENDING SECTION 6-107 TO RENAME IT "ADDITIONAL REQUIREMENTS FOR ACTIVITIES INVOLVING SALES, SERVICE AND CONSUMPTION OF ALCOHOL" AND PROVIDING REQUIREMENTS FOR RESERVATIONS AT CERTAIN PARK LOCATIONS FOR ACTIVITIES INVOLVING ALCOHOL; SETTING FEES FOR SUCH RESERVATIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it necessary and in the best interest of the public to provide for reservation of park pavilions and to regulate the locations and circumstances under which alcohol can be served or consumed in City parks;

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

SECTION 1. THAT, the City of Big Spring Code of Ordinances Chapter 6 entitled "Cemeteries, Parks and Recreation," Article 4 entitled "Parks and Recreation," Division 3 entitled "City Park Pavilion Areas," Section 6-90 entitled "Reservations Authorized and Fees Determined" is hereby amended to read in its entirety as follows:

Division 3. City Park Pavilion Areas

Sec. 6-90. Reservations, Hours of Use and Rental Fees.

- (A) **Reservations.** Any individual or group may, upon advance payment of the rental fee in the amount prescribed herein to the City of Big Spring Parks Department, reserve and have exclusive use of the reserved pavilion and its immediate environs and appurtenant facilities for the purpose of picnics, outdoor preparation and serving of food, and other lawful functions for which said pavilion could ordinarily be used during the reservation. The Parks Department will issue a detailed receipt as proof of rental.
- (B) **Hours of Use.** The rental of any pavilion located within the Comanche Trail Park will begin at 8:00 a.m. on the day of such rental and end at 10:00 p.m. unless the City Manager or his designee extends the park closing hours pursuant to Section 6-70(C) of this Chapter. The rental of the Heart of the City Pavilion will begin at 8:00 a.m. on the day of such rental and end at midnight.
- (C) **Rental Fees.** The following fees are for an entire day's rental. No partial day rentals will be allowed.

(A) Old Settlers Pavilion	\$25.00
(B) Belaski Pavilion	\$25.00
(C) Haynes Pavilion	\$25.00
(D) Heart of the City Pavilion	\$50.00*

*Upon rental of the Heart of the City Pavilion, an additional one-time per use cleaning deposit of Fifty Dollars (\$50.00) shall be assessed at the time of rental and prior to use of the facility. Following the use of the facility, all necessary cleaning or repair expenses shall be paid and the balance refunded.

SECTION 2. THAT the City of Big Spring Code of Ordinances Chapter 6 entitled "Cemeteries, Parks and Recreation", Article 4 entitled "Parks and Recreation," Division 4 entitled "Miscellaneous Regulations," Section 6-107 entitled "Reservation Requirements" is hereby renamed and amended to read in its entirety as follows:

Sec. 6-107. Additional Requirements for Activities Involving Sales, Service or Consumption of Alcohol

- (A) The sale, serving, delivering and consumption of alcoholic beverages shall be restricted to Comanche Trail Municipal Golf Course and Moss Creek Lake in accordance with the rules and regulations established for such areas, and at the following specific locations only upon approval of the City Manager upon compliance with the requirements set forth herein:

Comanche Trail Municipal Park Old Settlers Pavilion Area
(Area is defined by orange painted post around pavilion)

Dora Roberts Community Convention Center
(Area is defined as within the confines of the building)

Comanche Trail Municipal Amphitheater
(Area defined as that area within the rock wall on the north, east and west and 110' south of the rear rock wall).

- (B) The application for a reservation for any of the locations described above where the sale, serving, delivery and/or consumption of alcohol is planned must be:

1. Submitted not later than ten (10) days prior to the date of the event;
2. Made in the form prescribed by the City Manager;
3. Accompanied by proof of approval by the Texas Alcoholic Beverage Commission for the sale, service or delivery of alcoholic beverages for the activity;
4. Accompanied by proof that the applicant does not owe any delinquent taxes to the City of Big Spring or Howard County; and
5. Accompanied by payment for all applicable fees for the location as well as an additional non-refundable reservation fee in the amount of \$150.00 per day or partial day of an event at the Old Settlers Pavilion.

- (C) The conditions of such reservations shall include, but are not limited to:

1. Specific date(s) and times that the reservation is valid shall be set forth in writing and shall not exceed three (3) consecutive days;

2. Evidence of approval from the Texas Alcoholic Beverage Commission to sell, serve and/or deliver alcoholic beverages for the activity shall be kept at the location during the entire event;
3. The dispensing of alcoholic beverages must be from a bulk delivery service using biodegradable paper cups or aluminum cans. **No glass containers or bottles will be allowed;**
4. Sale, service or delivery of alcoholic beverages must stop no later than one (1) hour before the scheduled end of the event; and
5. No alcoholic beverages may be carried in or out of the specific location authorized in the reservation except by those persons authorized by TABC to sell, serve or deliver alcoholic beverages for the event, while in the course and scope of such purpose.

SECTION 3. THAT, should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 4. THAT, any ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

SECTION 5. THAT, this ordinance shall take effect immediately after its passage in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 13th day of September, 2011, with all members present voting "aye" for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 27th day of September, 2011, with all members present voting "aye" for passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER SIX OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "CEMETERIES, PARKS, AND RECREATION," ARTICLE 4, DIVISION 3, SECTION 6-70 ENTITLED "OPENING AND CLOSING HOURS FOR PARKS" BY UPDATING THE NAMES OF APPLICABLE PARKS; ADDING AN EXCEPTION AUTHORIZING THE CITY MANAGER TO EXTEND PARK HOURS FOR SPECIFIC EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF UP TO \$200.00; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, some previously identified parks have been renamed or are no longer in operation as City parks; and

WHEREAS, the City Council finds it in the best interest of the citizens of Big Spring to occasionally permit exceptions to park hours for specific events;

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

SECTION 1. THAT the City of Big Spring Code of Ordinances Chapter 6 entitled "Cemeteries, Parks and Recreation," Article 4 entitled "Parks and Recreation," Division 1 entitled "In General" Section 6-70 entitled "Opening and Closing Hours for Parks" is hereby amended to read in its entirety as follows:

Sec. 6-70. Opening and Closing Hours for Parks.

(A) **General parks.** The below listed parks in the city are hereby classified as general park areas and the same shall be open for public use between the hours of 6:00 a.m. and 10:00 p.m.

- (1) Birdwell Park
- (2) Dr. Morgan Park
- (3) Comanche Trail Park

Entry upon the premises of the above listed parks at any hour other than those set forth above shall constitute a misdemeanor and any person who is found in the above listed parks during the prohibited hours shall be guilty of a misdemeanor and upon conviction thereof in the Municipal Court shall be subject to a fine not to exceed Two Hundred Dollars (\$200.00).

(B) **Neighborhood Parks.** The below listed parks are hereby designated as neighborhood parks and shall be open for public use between the hours of 6:00 a.m. and 10:00 p.m.

- (1) ABC Park
- (2) Elgin Park
- (3) Jefferson Park
- (4) Northside Park

Entry upon the premises of the above listed parks at any hour other than those set forth above shall constitute a misdemeanor offense and any person found in such parks

during the prohibited hours shall be deemed guilty of a misdemeanor, and upon conviction thereof in the Municipal Court shall be subject to a fine not to exceed Two Hundred Dollars (\$200.00).

- (C) Exception: The City Manager or his designee may authorize changes to such opening and closing hours for specific events so long as due care is exercised to prevent a public nuisance and to protect the public health, safety and welfare.

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

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

SECTION 4. That the City Secretary is hereby ordered and directed to cause the descriptive caption, as well as the penalty for violation of this ordinance to be published as provided by law.

SECTION 5. That this ordinance shall take effect immediately after its publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the 13th day of September, 2011, with all members present voting "aye" for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the 27th day of September, 2011, with all members present voting "aye" for passage of the same.

Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

AN ORDINANCE OF THE CITY OF BIG SPRING, TEXAS AMENDING CHAPTER TWO OF THE BIG SPRING CODE OF ORDINANCES ENTITLED "ALCOHOLIC BEVERAGES," BY AMENDING SECTION 2-7 TO RENAME IT "POSSESSION AND CONSUMPTION OF ALCOHOLIC BEVERAGES PROHIBITED IN CITY PARKS; EXCEPTIONS"; REPEALING SECTION 2-8 ENTITLED "RESERVATIONS REQUIRED FOR ACTIVITIES INVOLVING ALCOHOL SALES, SERVING AND DELIVERY" IN ITS ENTIRETY WITH SUCH PROVISIONS TO BE RELOCATED TO CHAPTER SIX OF THE CITY CODE; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Big Spring finds it necessary to regulate the locations and circumstances under which alcohol can be served or consumed in City parks;

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

SECTION 1. THAT the City of Big Spring Code of Ordinances Chapter 2 entitled "Alcoholic Beverages", Section 2-7 entitled "Possession and Consumption of Alcoholic Beverages Prohibited in All City Parks; Defenses" is hereby amended and Section 2-8 entitled "Reservations Required for Activities Involving Alcohol Sales, Serving and Delivery" is hereby repealed with such sections to read in their entirety as follows:

Sec 2-7. Possession and Consumption of Alcoholic Beverages Prohibited in City Parks; Exceptions.

- (A) Except as otherwise stated in this section, a person commits an offense if he or she consumes an alcoholic beverage as defined in the Texas Alcoholic Beverage Code or possesses an open container that contains an alcoholic beverage while in any public park or along any street or road that is adjacent to a public park.
- (B) Section 2-7(A) shall not apply if:
 - 1. The person is on the premises of Comanche Trail Municipal Golf Course or Moss Creek Lake and is in compliance with all applicable rules for such facility; or
 - 2. If the person is attending an event at one of the following locations, the Texas Alcoholic Beverage Commission has issued approval to sell, serve and deliver alcoholic beverages for the event and the City Manager or his designee has approved a reservation form applicable to that location for the event in accordance with Chapter Six of this Code.

Comanche Trail Municipal Amphitheater
Dora Roberts Community Convention Center
Old Settlers Pavilion

Sec. 2-8. Repealed In Its Entirety.

SECTION 2. THAT the general penalty for violation of the Big Spring Code of Ordinances as set forth in Section 12-5 of such code shall apply to this ordinance.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this ordinance be declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby.

SECTION 4. THAT all ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of the conflict.

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

SECTION 6. THAT this ordinance shall take effect immediately after its publication in accordance with the provisions of the Charter of the City of Big Spring, and it is accordingly so ordained.

PASSED AND APPROVED on first reading at a regular meeting of the City Council on the **13th** day of **September, 2011**, with all members present voting "aye" for passage of the same.

PASSED AND APPROVED on second reading at a regular meeting of the City Council on the **27th** day of **September, 2011**, with all members present voting "aye" for passage of the 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 2, 2011

Mr. James Little
Airport Manager, City of Big Spring
3200 Rickabaugh Dr. West
Big Spring, Texas 79720

TxDOT Project No.: AP BIG SPRING
TxDOT CSJ No.: 1108BIGSP
Fund Source: 4041500927

Dear Mr. Little:

Enclosed are two copies of Amendment Number 1 to the Airport Project Participation Agreement between the City of Big Spring and the Texas Department of Transportation for this project. This amendment will increase the grant by \$10,316 based on negotiated fees.

The sponsor's share of the design project costs is estimated to be \$7,532. We are requesting the \$7,532. Please remit payment to the address as follows not later than September 19, 2011.

Texas Department of Transportation Attn.: Diana Ruiz
P.O. Box 149001
Austin, Texas 78714.

We request that you proceed as expeditiously as possible to execute the Agreement and return the Agreement no later than September 19, 2011. **Please return both copies of the fully signed and witnessed documents to the:**

Texas Department of Transportation - Aviation Division
125 E. 11th Street
Austin, Texas 78701-2483

Sincerely,

Becky Vick

Grant Manager

cc: Diana Ruiz

**TEXAS DEPARTMENT OF TRANSPORTATION
AIRPORT PROJECT PARTICIPATION AGREEMENT**

(Federally Assisted Airport Development)

TxDOT CSJ No.: 1108BIGSP
TxDOT Project No.: AP BIG SPRING
TxDOT Contract No. : 1XXAV075
Commission Approval: April 28, 2011
DUNS: 087491858
C.F.D.A.:20.106

Amendment No. 01 to the Agreement

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

The City of Big Spring, Texas, hereinafter referred to as the "Sponsor," and the Texas Department of Transportation, hereinafter referred to as the "State," have entered into an Airport Project Participation Agreement TxDOT CSJ Number 1108BIGSP, executed by the Sponsor on May 12, 2011, and by the State on May 16, 2011, for the development of the Big Spring McMahon-Wrinkle Airport, hereinafter referred to as the "Airport".

The project is described as engineering/design services to: overlay area terminal apron at the Big Spring McMahon-Wrinkle Airport.

It is in the mutual interest of the Sponsor and the State to increase the grant by \$10,316 based on negotiated fees.

Part II - Offer of Financial Assistance, estimates total project costs to be \$65,000; and financial assistance is currently limited to \$58,500 in federal funds and \$6,500 in local sponsor funds.

The following amendment to the Airport Project Participation Agreement shall become effective upon execution of this Amendment by the Sponsor and the State.

The Airport Project Participation Agreement is amended as follows:

1. On Part II, Item No. 2 of the Agreement, change Amount A, estimated total design costs,

and any further references in the Agreement to Amount A, to \$75,316.

2. On Part II, Item No. 2 of the Agreement, change Amount B, estimated design costs eligible for federal financial assistance, and any further references in the Agreement to Amount B, to \$75,316.

3. On Part II, Item 3 of the Agreement, change Amount D, the maximum obligation of the United States payable under this offer, and any further references in the Agreement to Amount D, to \$67,784.

4. On Part II, Item 4 of the Agreement, change Amount E, Sponsor's share of the estimated design costs, and any further references in the Agreement to Amount E, to \$7,532.

All other terms and conditions of the agreement are unchanged and remain in full force and effect.

This Amendment to the Airport Project Participation Agreement between the City of Big Spring, Texas, and the Texas Department of Transportation is mutually agreed to and accepted.

Executed this _____ day of _____, 20____.

The City of Big Spring, Texas
Sponsor

Witness Signature

Sponsor Signature

Witness Title

Sponsor Title

Execution by 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: _____

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

(State Assisted Airport Routine Maintenance)

TxDOT Project No.: AM 2012BGSPR

TxDOT CSJ No.: M208BGSPR

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, which ever 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, 2012, 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.: M208BGSPR**

Eligible Scope Items:	Estimated Costs	State Share	Sponsor Share
	Amount A	Amount B	Amount C
PAVEMENTS	\$0.00	\$0.00	\$0.00
GENERAL MAINTENANCE	\$10,000.00	\$5,000.00	\$5,000.00
PAVEMENT MARKINGS	\$0.00	\$0.00	\$0.00
GRADING/DRAINAGE	\$0.00	\$0.00	\$0.00
MISCELLANEOUS			
MISC - AWOS Maintenance	\$3,300.00	\$1,650.00	\$1,650.00
Total	\$13,300.00	\$6,650.00	\$6,650.00

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. Other projects to be determined and added by amendment.

GENERAL MAINTENANCE: As needed, Sponsor may contract for services/purchase materials for routine maintenance/improvement of airport pavements, approach aids, lighting systems, fencing, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems.

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



**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 do hereby agree to provide services effective beginning October 1, 2011, 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 on a program participant-by-program participant basis in compliance with the Older Americans Act, as amended, and Texas 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.

Service: Congregate Meals

Service Definition: A hot or other appropriate meal served to an eligible older individual which meets 33½ 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 all 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 dietician (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 Assessment). The circumstance would dictate the follow-up.

Unit of Service: One Meal
Service Area: Howard County

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 of 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 Act 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. 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 Assessment). The circumstance would dictate the follow up.

Unit of Service: 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 Access and Assistance 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	\$ 5.33	N/A	N/A
Home Delivered Meals	\$ 4.95	N/A	N/A

2. 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 5th day of each month following the last day of the month in which services were provided.
 - a. If the 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 division 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 contract 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).

B. The Vendor further agrees:

1. The agreement may be terminated for cause or without cause upon the giving of 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. Acknowledgement it is an independent provider, **NOT** an agent of the AAA. Thus, the Vendor indemnifies, saves and holds harmless AAA of the Permian Basin Regional Planning Commission 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 Access and Assistance participants.
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 Permian Basin Regional Planning Commission** 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.
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. 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.

8. Reimburse the Vendor upon receipt of a properly prepared vendor payment invoice, identified in (7) of this subsection, contingent upon the AAA's receipt of funds authorized for this purpose from DADS.

3. 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 affect.

4. ATTACHMENT

List of Focal Points in the Permian Basin AAA Region.

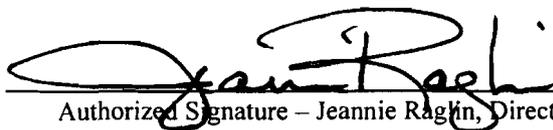
5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2011.

Authorized Vendor Signature

Print Name

Title



Authorized Signature – Jeannie Raglin, Director

Area Agency on Aging of the Permian Basin
Agency

2910 La Force Boulevard, P.O. Box 60660
Address

Midland, TX 79711-0660
City, State, Zip

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. 09-14	Region No. 09
Address of Contractor (street, city, state, ZIP) 310 Nolan, Big Spring, Texas 79720	Waiver Contract Area	Component Code

Section 2. Change Information

The Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above agree to amend contract number 001015990 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

The Form 2029, Information Sheet, Purchase of Service Contract, for Vendor 001015990 is changed for the budget period October 1, 2010 through September 30, 2011. Total eligible Title XX units are increased from 7,830 to 8,277 and total committed Title XX funds are increased from \$38,758.50 to \$40,971.15. This change is a net increase in committed funds of \$2,212.65 to more accurately reflect actual and anticipated utilization for this budget period. The Title XX per unit price remains unchanged at \$4.95.

The geographical area covered by this contract is Big Spring, Texas.

Amendment Effective Date: 09-30-2011

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 referenced contract remain in full force and effect.

<p>Department of Aging and Disability Services</p> <p><i>Rea Barry</i></p> <p>Signature—Department Representative</p>	<p>8/25/11</p> <p>Date</p>	<p>City of Big Spring</p> <p><i>Tommy Duncan</i></p> <p>Signature—Contractor Representative</p>	<p>8.2.11</p> <p>Date</p>
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 _____

Texas Department of Aging
 and Disability Services

**INFORMATION WORKSHEET
 PURCHASE OF SERVICE CONTRACT**

Contract/Vendor Number
 001015990

Region Number
 09

County Number
 114

SECTION I — CONTRACTOR DATA

Legal Name City of Big Spring		Contract Effective Date 06-01-2008	
Commonly Used Name (if different) Same as above		Contract Termination Date Open	
Address (Street, City, State, Zip) 310 Nolan, Big Spring, Texas 79720		Area Code and Telephone Number (432) 267-1628	
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	Contact Person Nancy Jones	Title Senior Services Program Manager Area Code and Telephone Number (432) 267-1628

SECTION II — SUMMARY OF PAYMENT (Enter estimated information in this section.) VENDOR I.D. #17515971343000

Effective Payment Dates	Budget Name	Budget Number	Unit Rate	Estimated Number Eligible Units	Estimated Local Funds	Estimated DADS Funds	Estimated Budget Amount
10-01-10/09-30-11	City of Big Spring	01	\$4.95	8,277	0.00	\$40,971.15	\$40,971.15
Estimated Contract Total					\$0.00	\$40,971.15	\$40,971.15
Percent of Contract					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 Clients to be Served: <u>75-76</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>31-32</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 19,600	6. Number of Units of Service to Eligible Clients 8,277
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"/> Cost Reimbursement <input type="checkbox"/> Schedule		
10. Estimated Amount of Co-Pay (day care and family planning only):		Page 83 of 98 Agenda 9-13-11

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. 09-13	Region No. 09
Address of Contractor (street, city, state, ZIP) 310 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 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, 2011 through September 30, 2012 (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, 2011 through September 30, 2012 are described on the attached Home Delivered Meals FFY 2012 Waiver Description (Form 2027).

The following provision is added to **Section I** of the contract:

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 that the following provision is hereby added to **Section II** 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.

The following provision is added to the contract.

The Contractor agrees:

That in accordance with 42 CFR §455.23, the Department shall suspend all Medicaid payments to the Contractor upon notification by HHSC-OIG that a credible allegation of fraud under the Medicaid program is pending against the Contractor, unless the Department has good cause not to suspend the payments or to suspend the payments only in part.

This Amendment is effective on October 1, 2011.

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

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 _____

9/8/11 9:06 AM
 Provider Name: City of Big Spring
 AAA Name: Area Agency on Aging of the Permian Basin
 Region Number: Region 2/9

**Home Delivered Meals
 BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE**

1. Total Budgeted Expenses for Contract Year 1. \$ 153,334.15
2. Total Number of Anticipated Meals to be Provided by Funding Source
- | | | | | | | |
|----------------|--------------|----------------------------|--------------|----------------------------------|--------------|------------------|
| DADS A&I AAA | <u>4,223</u> | Title XX | <u>8,060</u> | Title XIX | <u>6,240</u> | |
| Program Income | <u>694</u> | Other Funds Eligible Meals | <u>226</u> | Other Funds - Non-Eligible Meals | <u>0</u> | 2. <u>19,443</u> |
3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 7.89

Reimbursement Calculation

	DADS A&I AAA & Title XX	Title XIX
4. Projected NSIP per Meal Value	<u>0.66</u>	<u>N/A</u>
5. Rate Less NSIP per Meal Value	<u>\$ 7.23</u>	<u>N/A</u>
6. Mandatory Local Match of 10% ** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ 0.72</u> <u>\$ -</u>	
Required Cash Match	<u>\$ 0.72</u>	<u>N/A</u>
7. Proposed Meal Rate (Line 3 minus Line 6)	<u>\$ 7.17</u>	<u>\$ 7.89</u>
8. Rate Cap Applicable to Title XIX, Title XX and DADS A&I AAA Common Providers	<u>\$ 4.95</u>	<u>\$ 6.12</u>
9. Excess of Cap Rate Reduction	<u>\$ (2.22)</u>	<u>\$ (1.77)</u>
Accepted Unit Rate for Current Year	<u>\$ 4.95</u>	<u>\$ 6.12</u>

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

City of Big Spring
 Legal Name of Contracted Provider

Tommy Duncan
 Printed/Typed Name of Signer

 Signature

 Date

Area Agency on Aging of the Permian Basin
 Name of Area Agency on Aging

Region 2/9
 Department of Aging and Disability Services

Jeannie Raglin
 Printed/Typed Name of Signer

Estela Ramirez
 Printed/Typed Name of Signer


 Signature

 Signature

09/08/11
 Date

 Date

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective this _____ day of _____, 2011__, by and between the COUNTY OF HOWARD (the “County” herein) and the CITY OF BIG SPRING, TEXAS (the “Entity” herein), political subdivisions of the State of Texas.

WITNESSETH:

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more local governmental entities may contract with each other for the performance of governmental functions and for the joint use of facilities or services for police protection and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County, for purposes of performing functions of law enforcement through its police department, has an authorized access terminal providing access to the Texas Law Enforcement Telecommunications System (“TLETS”);

WHEREAS, TLETS provides potentially valuable law enforcement-related data from intrastate and interstate sources to assist law enforcement in the investigation of crime;

WHEREAS, TLETS is administered by the Texas Department of Public Safety, which in turn grants specific access to TLETS through specifically defined terminals, one of which is held by the County through its Sheriff’s department;

WHEREAS, the Entity desires to access TLETS through the current authorized connection of the County to assist the Entity in the investigation of crime;

WHEREAS, the Entity’s investigation of crime serves the purpose of providing police protection and promoting and protecting the health and welfare of local residents;

WHEREAS, the County, by its proximity, will benefit from improved criminal investigation by the nearby Entity; and

WHEREAS, the County desires to allow the Entity to access TLETS through the County’s authorized connection for criminal justice purposes by the Entity, with the Entity bearing any additional costs related to the Entity gaining access to TLETS through the County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

I.

Terms and Conditions

1. The County agrees to allow the Entity to access the County's authorized TLETS connection for criminal justice purposes.
2. The Entity agrees to bear any costs associated with the Entity gaining access to and using the County's TLETS connection.
3. The Entity agrees that the Entity's use of the County's TLETS connection and information obtained therefrom shall at all times comply with all applicable local, state, and federal regulations.

II.

Miscellaneous

1. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State or the United States, the parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.
2. The Entity will indemnify and hold harmless the County, its officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, arising out of a willful or negligent act or omission of the Entity, its officers, agents, servants and employees under this Agreement; provided, however, that this indemnity shall not apply to any claims, demands, damages, costs, expenses and attorneys' fees arising out of this Agreement based upon any willful or negligent act or omission of the County, its officer, agents, servants and employees.
3. Any financial obligations of the parties under this agreement shall be payable from current revenues available to the respective paying party.
4. This Agreement constitutes the entire agreement between the parties hereto, and supersedes all of their oral and written negotiations, agreements and understandings of every kind. The parties understand, agree and declare that no promise, warranty, statement or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officers, employees or other agents to induce execution of this Agreement. This Agreement cannot be modified, or any of the terms hereof waived, except by an instrument in writing, referring specifically to this Agreement, executed by the parties.

5. The laws of the State of Texas shall govern the validity, enforcement and interpretation of this Agreement. The obligations of the parties are performable and venue for any legal action arising out of this Agreement shall lie in Howard County, Texas.
6. This Agreement shall be binding upon and inure to the benefit of the County and the Entity and their respective representatives, successors and assigns. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their respective heirs, personal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement.
7. In addition to the acts recited in this Agreement to be performed by any party, the parties agree to perform, or cause to be performed, any and all such further acts as may be reasonably necessary to consummate the acts or transactions contemplated hereby.
8. The effective date of this Agreement shall be the last date stated below.

Executed in duplicate originals this ____ day of _____, 2011

CITY OF BIG SPRING, TEXAS

By: _____
Tommy Duncan, Mayor

ATTEST:

Tami Davis, Assistant City Secretary

Executed in duplicate originals this ____ day of _____, 2011

HOWARD COUNTY, TEXAS

By: _____
Mark Barr, County Judge

ATTEST:

Donna Wright, County Clerk

The general method of financial record-keeping and reporting proposed by the Museum to be used in complying with the requirements of this contract shall be submitted to and approved by City's Director of Finance. The sufficiency of detail of any activity or financial report required by this contract shall be determined by the City Council of City. All of the Museum's records pertaining to the activities and funds under the Program shall be available for inspection by the City Council, the Director of Finance, City's designated auditor and City Manager of City at any time during Museum's normal office hours.

IV.

In addition to the hereinabove referred to report and financial data, an audit of the funds and activities of said program may be made upon the request of the City Council at any time, at the Council's expense. In the event an audit is requested, it is agreed that the auditors performing said audit shall have access to and the right to examine all records and accounts directly related to the Program and such other Museum's records and accounts as may be reasonably necessary to conduct and complete an audit of the Program. In the event the Museum conducts an audit, a copy of the audit report will be delivered to the City.

V.

This contract shall expire on September 30, 2013, at 12:00 midnight, unless sooner terminated as provided herein. The City and the Museum hereby agree that this contract may be extended by duly authorized resolutions upon such terms as may be authorized by law and mutually agreeable and so long as no violation hereof exists.

The City and the Museum hereby agree that this Contract may be amended by duly authorized resolution or ordinance of the City; provided, however, should said amendment be onerous or burdensome upon the Museum, the Museum shall be able by resolution duly passed to terminate this contract upon 30 days written notice and shall then return all funds and property held hereunder to the City, thereby releasing the Museum from the terms hereof. The City reserves the right at any time, within ninety (90) days written notice, to terminate this Contract when the terms hereof are violated or when the City Council deems it is in the best interest of the public to terminate this contract.

Upon termination of this contract, either due to the expiration due to the stated term hereof or due to the exercise of the above described rights of termination, any balance of funds in the account established for the program, as well as any equipment or other property which has been purchased from said account or transferred from the City shall belong to and be delivered to the City. This provision shall not prevent the City and the Museum from agreeing to use any such fund balance for the continuation of the Program in the event said parties enter into another subsequent contract. In the event there is a fund deficit in the Program account at the time of the termination of this

contract, the City shall not be liable for said deficit and the Museum shall indemnify the City as to any claims against the City arising from or due to any such deficit.

VI.

It is expressly understood and agreed that as to the services rendered by the Museum in conducting the Program under this contract, the Museum shall be considered an independent contractor insofar as its relationship to the City. Accordingly, the officers, employees, and property of the Museum used or involved in the program under this contract shall not be considered, for any purpose, to be the officers, employees or property of the City, the Museum shall indemnify the City from any and all claims by officers and employees of the Museum or by other persons based upon the premises that any officer, employee or property of the Museum is an officer, employee or property of the City because of this contract.

VII.

The Museum agrees that as to all of its programs and activities, it shall fully comply with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex or because the person is handicapped.

This contract shall become effective the 1st day of October, 2011.

CITY OF BIG SPRING

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

HERITAGE MUSEUM OF BIG
SPRING

ATTEST:

President

Secretary

CONTRACT FOR HISTORICAL PRESERVATION AND RESTORATION OF THE
HERITAGE MUSEUM OF BIG SPRING (POTTON HOME)

THE STATE OF TEXAS §

COUNTY OF HOWARD §

AGREEMENT

This is an agreement entered into by and between the CITY OF BIG SPRING, TEXAS, hereinafter referred to as "City", and the Heritage Museum of Big Spring, hereinafter referred to as "Museum" for and in consideration of the mutual terms, conditions and covenants contained herein.

RECITALS

Museum owns and operates the Heritage Museum in Big Spring, Texas, which museum houses many articles which are of historical significance to Big Spring and Howard County, Texas. The City owns a historic site (an old home) in Big Spring which is commonly known as the "Potton House," which also has great historical significance to Big Spring and Howard County. It is the desire of the parties to enter into a two year agreement whereby the Museum will become primarily responsible for the administration and general operation of the Potton House during the term of this agreement under the terms and conditions hereinafter stated.

TERMS OF THE AGREEMENT

The parties hereby agree that for the two year period beginning October 1, 2011, and ending September 30, 2013, the Museum shall be responsible for the administration and general operation of the Potton House, including but not limited to any advertisement of the facility, the hours during which it will be open to the public, collection of gate proceeds and fees for use of the facility. The parties agree as follows:

(1) City and Howard County Historical Commission will accept no donations during the term of this agreement for the Potton House, and will instead refer all offers of such donations to Museum. Such donations will be received by the Museum Curator and Accessions Committee and any accepted donations of historical property shall be subject to the same ownership responsibilities as those historical items presently in the possession of Museum.

(2) In connection with the establishment of the Program, the Museum shall prepare an annual budget showing the revenues and expenses proposed to be received, and incurred annually. It is required that said budget shall be subject to the approval of the City Council of the City and that submission approval of the initial budget shall have been obtained by the Museum prior to the execution of the contract and a new budget shall be submitted and approved prior to any renewal of this contract. The hereinafter

required financial reports shall in each case show the relationship of actual expenses shown in said budget.

Upon request by the City Council the Museum agrees to make reports (orally or in writing) to the City Council.

The general method of financial record-keeping and reporting proposed by the Museum to be used in complying with the requirements of this contract shall be submitted to and approved by City's Director of Finance. The sufficiency of detail of any activity or financial report required by this contract shall be determined by the City Council of City. All of the Museum's records pertaining to the activities and funds under the program shall be available for inspection by the City Council, the Director of Finance, City's designated auditor, and City Manager of City at any time during Museum's normal office hours.

(3) Museum will prepare an inventory of any monies or properties donated for the benefit of the Potton House as such monies or properties are received by Museum, and shall provide city with a copy of such inventory monthly.

(4) Museum shall set all fees to be charged for public use or view of the Museum and Potton House. An accounting of all such monies received by Museum shall be kept and provided to City on and before the end of each year of this agreement. Museum will charge the sum of \$2.00 per person for both the Museum and the Potton House. However, this fee will entitle the person paying such fee to visit both facilities so long as both visits occur within set time. These fees will be owned according to the attendance of each paying visitor to both locations. However, all of such monies received where patrons attend both locations will be retained by Museum and Museum will deposit one-half of such revenues to its general fund and the other one-half to a "Potton House Fund" to be used by Museum during the term of this agreement for maintenance and administrative costs of that facility. The Museum will set up a system that properly accounts for funds received for visitors to the Potton House. This system will have to be approved by the City Finance Director.

(5) City will pay to Museum the sum of \$2,500.00 on October 15, 2011, \$2,500.00 on April 1, 2012, \$2,500.00 on October 15, 2012 and \$2,500.00 on April 1, 2013. City also agrees to be responsible for payment of utilities provided to the Potton House and for insuring the Potton House and its contents. City also agrees to be responsible for any major repairs or maintenance necessary to keep the Potton House in its present condition. For purposes of this agreement, any expenditure in excess of \$500.00 required to maintain or repair the building shall be considered a major maintenance cost. The Heritage Museum shall pay the first \$500.00 of said major expenditure and the city shall pay all expenditures above \$500.00. No major repairs will be made without the prior written permission of the City Manager.

It is expressly understood and agreed that in conducting the program under this contract, Museum is acting as an independent contractor. Accordingly, the officers, the employees, and property of Museum used or involved in the program under this contract shall not be considered, for any purpose to be officers, employees, or property of the City. Museum agrees to indemnify the City from any and all claims by officers, employees of Main Street, or any other persons which may occur as a result of the program conducted by Museum or as a result of any activities contemplated by this contract.

This contract shall become effective the 1st day of October, 2011.

CITY OF BIG SPRING

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

HERITAGE MUSEUM OF
BIG SPRING

President

ATTEST:

Secretary

Council, Director of Finance, City's designated auditor, and City Manager of City at any time during Big Spring Victim Services normal office hours.

IV.

In addition to the hereinabove referred to report and financial data, an audit of the funds and activities of said program may be made upon the request of the City Council at any time upon (3) days written notice at the Council's expense. In the event an audit is requested, it is agreed that the auditor performing said audit shall have access to and the right to use any and all records and the accounts directly related to the program and such other center records and accounts as may be reasonably necessary to conduct and complete an audit of the program. In the event Big Spring Victim Services conducts an audit, a copy of the audit report will be delivered to the City. It is expressly agreed that case files shall remain confidential and shall not be subject to examination.

V.

This contract shall expire on September 30, 2013 at 12:00 midnight, unless sooner terminated as provided herein. The City and the Big Spring Victim Services hereby agree that this contract may be extended by duly authorized resolutions upon such terms as may be authorized by law and mutually agreeable and so long as no violation hereof exists. The City and the Big Spring Victim Services hereby agree that this Contract may be amended by duly authorized resolution or ordinance of the City; provided, however, should said amendment be onerous or burdensome upon the Big Spring Victim Services, the Big Spring Victim Services shall be able by resolution duly passed to terminate this contract upon thirty (30) days written notice.

VI.

It is expressly understood and agreed that in conducting the program under this contract, the Big Spring Victim Services is acting as an independent contractor. Accordingly, the officers, the employees, and the property of the Big Spring Victim Services used or involved in the program under this contract shall not be considered, for any purpose to be the officers, employees, or property of the City. Big Spring Victim Services agrees to indemnify the City from any and all claims by officers, employees of Big Spring Victim Services, or any other persons which may occur as a result of the program conducted by the Big Spring Victim Services or as a result of any activities contemplated by this contract.

This contract shall become effective the 1st day of October, 2011.

CITY OF BIG SPRING

Tommy Duncan, Mayor

ATTEST:

Tami L. Davis, Assistant City Secretary

BIG SPRING VICTIM SERVICES

President

ATTEST:

Secretary