



**NOTICE OF MEETING  
OF THE  
GOVERNING BODY OF  
COPPERAS COVE, TEXAS**

*An agenda information packet is available for public inspection  
in the Copperas Cove Public Library, City Hall and  
on the City's Web Page, [www.ci.copperas-cove.tx.us](http://www.ci.copperas-cove.tx.us)*

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **20th day of May 2008 at 7:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. ANNOUNCEMENTS**

**E. PUBLIC RECOGNITION**

1. Employee Service Awards: **Andrea M. Gardner, City Manager**
  - Robert Martin, Fire Marshal – 20 years
  - Layla Breshers, Library Assistant III/Children's Specialist – 5 years
2. Proclamation: Hurricane Awareness Week, May 25-31, 2008. **Robert L. Reeves, Mayor Pro Tem**

**F. CITIZENS FORUM** At this time, citizens will be allowed to speak on any matter other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

**G. CONSENT AGENDA** All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Consideration and action on approval of minutes from the May 6, 2008 regular council meeting. **Stefanie Brown, Deputy City Secretary**

2. Consideration and action on authorizing the release of funds in the amount of \$27,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending March 31, 2008. **Wanda Bunting, Director of Financial Services**

#### **H. PUBLIC HEARINGS/ACTION**

1. Public hearing, consideration and action on authorizing the Mayor to issue a drilling permit on the application of Scully Energy Corporation, for Lehmann #1 Well to drill for oil and gas within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**
2. Public Hearing on Ordinance No. 2008-14, amending the 2007-08 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

#### **I. ACTION ITEMS**

1. Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to prepare and submit an application for a Texas Capital Fund Downtown Revitalization Program Grant. **Andrea M. Gardner, City Manager**
2. Consideration and action on adopting Ordinance 2008-15, establishing procedures for the consideration of economic development projects within the City of Copperas Cove. **Andrea M. Gardner, City Manager**
3. Consideration and action on approving a contract for legal services between the City of Copperas Cove and Allen Boone Humphries Robinson LLP. **Andrea M. Gardner, City Manager**
4. Consideration and action on approving an economic development agreement between the City of Copperas Cove and Mesa Verde Partnership. **Andrea M. Gardner, City Manager**
5. Consideration and action on Resolution No. 2008-16, calling and establishing procedures for a runoff election to be held on June 7, 2008, in Copperas Cove, Texas. **Jane Lees, City Secretary**
6. Consideration and action on Ordinance No. 2008-17, canvassing returns and declaring the results of a Special Election, held on May 10, 2008, for amendments to the Charter of the City of Copperas Cove, and containing other provisions incident and related to the purposes hereof, and declaring an effective date. **Jane Lees, City Secretary**

7. Consideration and action on declaring the approved amendments of the Charter of the City of Copperas Cove as adopted. **Jane Lees, City Secretary**

**J. STAFF REPORTS**

1. Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for Fiscal Year beginning October 1, 2007. **Wanda Bunting, Director of Financial Services**

**K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.**

**L. ITEMS FOR FUTURE AGENDAS**

**M. EXECUTIVE SESSION**

Pursuant to §551.072 of the Open Meetings Act. Tex. Gov't Code, Council will meet in Executive Session for deliberations regarding real property. *To deliberate regarding the lease/purchase of real property.*

**N. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION**

**O. ADJOURNMENT**

The City Council reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (254) 547-4221, (254) 547-6063 TTY, or FAX (254) 547-5116 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted at 6:30 p.m., May 16, 2008 on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

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Jane Lees, CMC, City Secretary



**NOTICE OF WORKSHOP  
OF THE  
GOVERNING BODY OF  
COPPERAS COVE, TEXAS**

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public inspection in the Copperas Cove Public Library, City Hall and on the  
City's Web Page [www.ci.copperas-cove.tx.us](http://www.ci.copperas-cove.tx.us)*

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **20th day of May 2008**, at **6:00 p.m.**, in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522 at which time the following subjects will be discussed:

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. WORKSHOP ITEMS**

1. Update and discussion on Municipal Court Procedures. ***Jim Thompson, City Attorney and Judge Bill Price, Municipal Court Judge***

**D. ADJOURNMENT**

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\_\_\_\_\_  
Jane Lees, CMC, City Secretary



## PROCLAMATION

- WHEREAS,** Texas hurricane season each year begins June 1 and ends November 30; and
- WHEREAS,** The 624-mile Texas Gulf coastline, areas of Texas hundreds of miles inland, and even Copperas Cove, are vulnerable to the devastating effects of a hurricane or tropical storm; and
- WHEREAS,** Both public and private entities should develop emergency response and recovery plans in accordance with local jurisdictions and our emergency management offices; and
- WHEREAS,** The National Weather Service and the Governor's Division of Emergency Management are designating the week of May 25-31, 2008 as

### *“Hurricane Awareness Week 2008”*

in Texas and the City of Copperas Cove; and

- WHEREAS,** The National Weather Service, the Governor's Division of Emergency Management, and the leaders of Copperas Cove strongly suggest that all residents and visitors to this area be made aware of the potential dangers of these storms; and
- WHEREAS,** The best defense is preparedness and public education about the dangers of the high winds, storm surge, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm.

**THEREFORE BE IT RESOLVED,** that the City Council of Copperas Cove urges all citizens of this city and this community to participate in hurricane preparedness activities, and to pay close attention to watch and warning instructions.

**IN OFFICIAL RECOGNITION WHEREOF,** I, Robert L. Reeves, Mayor Pro Tem of the City of Copperas Cove, hereby affix my signature this 20th day of May 2008.

\_\_\_\_\_  
Robert L. Reeves, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jane Lees, City Secretary

**CITY OF COPPERAS COVE  
CITY COUNCIL REGULAR MEETING MINUTES  
May 6, 2008 – 7:00 P.M.**

**A. CALL TO ORDER**

Mayor Pro Tem Robert L. Reeves called the regular meeting of the City Council of the City of Copperas Cove Texas to order at 7:02 p.m.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Council Member Peterson gave the Invocation, and led the Pledge of Allegiance.

**C. ROLL CALL**

**ALSO PRESENT**

Bob Reeves  
Larry D. Sheppard  
Mark E. Peterson  
Charlotte Heinze  
Ray Don Clayton  
Fred Harris  
Frank D. Somera, Jr.

Andrea M. Gardner, City Manager  
James R. Thompson, City Attorney  
Jane Lees, City Secretary

**D. ANNOUNCEMENTS**

Council Member Mark Peterson reminded everyone that Saturday May 10, 2008 is Election Day.

**E. PUBLIC RECOGNITION**

1. Employee Recognition: United Way Support for Habitat for Humanity.  
**Gene Bauer, Executive Director, Habitat for Humanity**

Gene Bauer, Executive Director of Habitat for Humanity, spoke as a representative for the United Way. He wished to recognize the employees of the City of Copperas Cove for their participation in the program. Mr. Bauer thanked the employees and presented the City Manager with a Gold Award Certificate. Andrea Gardner, City Manager accepted the certificate and thanked Kelli Sames for her part in promoting the United Way Campaign.

2. Proclamation: Police Week (May 11-17, 2008) and Peace Officers' Memorial Day (May 15, 2008). **Robert L. Reeves, Mayor Pro Tem**

Mayor Pro Tem Reeves read the proclamation and presented it to Police Chief Tim Molnes. Chief Molnes accepted the proclamation and stated that May 11-17, 2008 is National Police Week and communities across the country come together to remember and honor the law enforcement officers who died in the line of duty.

3. Proclamation: Law Enforcement Torch Run Day for Special Olympics Texas – May 20, 2008. **Robert L. Reeves, Mayor Pro Tem**

Mayor Pro Tem Reeves read the proclamation and presented it to Corporal Kevin Keller of the Copperas Cove Police Department. Corporal Keller thanked Mayor Pro Tem Reeves and the Council for their support. He stated that each year the Copperas Cove Police Department receives the torch from the Coryell County Sheriffs Department. This year they will receive the torch on May 20, between 11 a.m. – 12 p.m. The final destination of the torch will be the Summer Games in Arlington, Texas.

**F. CITIZENS' FORUM** citizens are allowed to speak on any matter other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

Paul Vasquez, 1310 Katelyn Circle. Mr. Vasquez said he was pleased with the results of a meeting he had with the City Manager, City Planner and Jimmy Clark on April 29, 2008. The drainage issues in his neighborhood were discussed and there was an agreement on how to proceed to alleviate the problems. In addition, he suggested that shelters for children at the bus stops could be built to protect them from inclement weather. He also stated that when he requested a street light, it was fixed within a week. He told the Council that he would come back and keep them updated on the progress made on the drainage issues.

Frank Seffrood, 430 Cottonwood Lane. Mr. Seffrood spoke on behalf of NALC, which is the local letter carriers union, saying that the annual food drive would be held on Saturday, May 10, 2008. He asked citizens to leave canned goods at or in their mail receptacles. Mail carriers would then pick the canned goods up and disburse them to the local agencies that distribute food to those who are in need.

Marty Smith, 204 East Robertson Avenue. Ms. Smith said that the Copperas Cove Chamber of Commerce took the lead in helping create a counseling room at the Oveta Culp Hobby Soldier and Family Readiness Center on Fort Hood. The Chamber received a United States Garrison Fort Hood Texas certificate for the citizens of Copperas Cove for the significant contribution made to create the Center on Fort Hood. Ms. Smith presented the certificate of appreciation to the City Council for the citizens of Copperas Cove. Mayor Pro Tem Reeves accepted the certificate on behalf of the citizens of Copperas Cove.

#### **G. CONSENT ITEMS**

1. Consideration and action on approval of minutes from the April 15, 2008 regular council meeting. **Jane Lees, CMC, City Secretary**

2. Consideration and action on Resolution No. 2008-12, authorizing the submission of a grant application to Texas STEP for a grant enabling the City of Copperas Cove Police Department to reduce the use and distribution of tobacco products pertaining to minors, and authorize designated Police Department Staff to act as the agent for the City of Copperas Cove Police Department in all matters related to the grant application and any subsequent grant contract and project that may result. **Corporal Kevin Keller, Police Department**

3. Consideration and action on Resolution No. 2008-13, authorizing the City Manager to apply for, accept, reject, alter or terminate a grant from the U.S. Department of Justice for a Bulletproof Vest Grant for an amount not to exceed \$1,560. **Cheryl Forester, Executive Secretary, Police Department**

4. Consideration and action on removing from the table Item H-1 on this agenda, which was tabled at the March 31, 2008 regular meeting. **Jane Lees, City Secretary**

5. Consideration and action on Resolution No. 2008-14, accepting the quarterly investment report as presented for the quarter ending March 2008 per the Investment Policy. **Wanda Bunting, Director of Financial Services**

6. Consideration and action to ratify the changes to the Agreement for Professional Services and Employment as City Manager. **Andrea M. Gardner, City Manager**

Council Member Heinze made a motion to approve consent items G-1, G-2, G-3, G-4, G-5 and G-6. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

#### H. PUBLIC HEARINGS/ACTION

1. Public hearing, consideration and action on authorizing the Mayor to issue a drilling permit on the application of Central Basin Oil Investments, Inc. and Halek Energy LLC for Williams #2CB to drill for oil and gas within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**

James R. Thompson, City Attorney gave an overview of agenda item H-1.

Mayor Pro Tem Reeves opened the public hearing.

Speaking Against: Barbara Hart, 3242 Logsdon Street. Mrs. Hart said that she had provided a copy of "Drilling Down" to all Council members to read the previous week. She did not hear any Council Member bring up the health risks associated with drilling. Mrs. Hart is concerned about how it will affect her family and the families in her community. She brought photographs of oil wells burning that are located in the Big Divide, saying that she is concerned about the toxic fumes from these wells. She distributed the photos for the council to view. She presented the City Council with a petition to stop drilling with 69 signatures from her neighborhood. Mrs. Hart asked the Council to please consider the family members and not just special interests.

Speaking for: Nate Freeman, representing Central Basin Oil Investments, Inc. and Halek Energy LLC. Mr. Freeman said that the company's number one concern is safety and that they take safety beyond what is required by industry regulations. He explained some of the safety features of their equipment and said that if toxic fumes were detected, the system would automatically shut down. He explained that every producing well provides severance tax, which goes to the state and comes back to help the local school districts.

Mr. Freeman and Council Member Harris discussed the barriers that were built between the well site and a citizen's home. They also discussed a safety fence that was installed and locked. Mr. Freeman said that every well his company installs will be more than 300 feet from the property line, which exceeds the distance required by the City ordinance. He said that the picture that Mrs. Hart held up showing flames coming from a well are not from a well his company drilled. Council Member Sheppard indicated that he is concerned for the citizens whose homes are near the wells and that Central Basin Oil should inform those families of what is being done and the safety precautions being implemented.

Speaking Against: Benny Hart, 3242 Logsdon Street. Mr. Hart is concerned that his home will end up being surrounded by oil wells.

Yoshi Leuthner, 3607 Raiford Drive. Ms. Leuthner said she was speaking for her children and the neighborhood children. She is concerned about health risks and strongly opposes the drilling.

Bill Stephens, 701 Bond Street. Mr. Stephens made a statement that in West Texas and most major cities, drilling within city limits is not allowed.

Dana James, 3622 Big Divide Road. Ms. James stated that her home is closest to the drill site being discussed. Trees were put up as a noise barrier, but she can still see the drill site and it is closer than 300 feet from her back door. She said she addressed the Council before with these concerns and nothing had been done. Council Member Peterson told Ms. James that he took exception to her statement that nothing had been done. Council Member Harris asked Ms. James why she did not continue pursuing this issue. Ms. James said that she did everything she could to contact the council members about her concerns. City Attorney Jim Thompson made a statement regarding what action was done on his part regarding Ms. James' complaint had been made.

Katherine Reinhardt, 3302 Logsdon Street. Ms. Reinhardt stated she is against drilling oil wells. She left her home in Houston because she was sick from the drilling there and she does not feel safe being so close to oil wells. She stated that she can see the oil drilling rigs from her backyard. She asked for a guarantee that she will not have health risks from the oil wells.

Kevin Mulvihill, 3292 Logsdon Street. Mr. Mulvihill stated that the Williams #1 Well was drilled prior to approval. City Staff assured him that the company was fined for that action. He stated that the City ordinance protects the City and not the citizens. He indicated that he is concerned about emergencies and asked if the City's emergency personnel know how to contain an oil fire and know how to enter all the oil sites in case of a disaster. Mr. Mulvihill was assured by the Council that the City has an excellent emergency management plan in place. City Attorney James Thompson also added that Fire Chief Dennis Haas presented a procedure at a council workshop on how they would handle oil drilling emergencies.

During discussion Attorney Thompson stated that it has been about two years since the first oil drill permit was issued within City limits. Council Member Peterson made a statement that he believes that Central Basin Oil has expressed that they would do everything they can to mitigate any dangers. As a realtor, he indicated that there has been no depreciation of homes or property in Skyline Valley.

Mayor Pro Tem Reeves closed the public hearing.

Council Member Peterson made a motion to approve item H-1. Council Member Clayton seconded the motion. A vote was taken with the following results:

Larry Sheppard	Against
Mark Peterson	For
Charlotte Heinze	Against
Ray Don Clayton	For
Fred Harris	For
Frank Somera Jr.	For

Motion carried 4 to 2.

2. Public Hearing on Ordinance No. 2008-14, amending the 2007-08 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services gave an overview of agenda item H-2.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing and stated that no action was required at this time.

## I. ACTION ITEMS

1. Consideration and action on appointment of one (1) new member to the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**

Silvia Rhoads, Executive Director of Keep Copperas Cove Beautiful gave an overview of agenda item I-1.

Council Member Heinze made a motion to appoint Ms. Jessie Fitzgerald for the term of May 6, 2008 to September 2009. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on Resolution No. 2008-10, providing the abatement of water and sewer fees for the Boys & Girls Club of Copperas Cove, located at 1306 Highway 116 South, Copperas Cove, Texas. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager gave an overview of agenda item I-2.

Council Member Somera made a motion to approve agenda item I-2. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

**RESOLUTION NO. 2008-10**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, PROVIDING THE ABATEMENT OF WATER AND SEWER FEES FOR THE BOYS & GIRLS CLUB OF COPPERAS COVE, LOCATED AT 1306 HIGHWAY 116 SOUTH, COPPERAS COVE, TEXAS.**

3. Consideration and action on the appointment of members to the Advocate Selection Committee. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manger gave an overview of agenda item I-3.

Council Member Heinze made a motion to appoint Council Member Clayton and herself to the Advocate Selection Committee. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

4. Consideration and action on Resolution No. 2008-11, supporting the Southeast Bypass Project (U.S. Highway 190 Reliever Route) and future debt issuance if warranted as a result of funding shortages. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager s gave an overview of agenda item I-4.

Council Member Somera made a motion to approve agenda item I-4. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

**RESOLUTION NO. 2008-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, SUPPORTING THE SOUTHEAST BYPASS PROJECT (U.S. HIGHWAY 190 RELIEVER ROUTE) AND FUTURE DEBT ISSUANCE IF WARRANTED AS A RESULT OF FUNDING SHORTAGES.**

5. Consideration and action on authorizing the award of Bid No. 2008-03-53, 2008 Street Seal Coating Project, and authorizing the City Manager to execute a contract in the amount of \$303,027.67 with Big Tex Paving. **James A. Trevino, Street/Drainage Superintendent**

James A. Trevino, Street/Drainage Superintendent gave an overview of agenda item I-5.

Council Member Peterson made a motion to approve agenda item I-5. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

6. Consideration and action on authorizing the City Manager to enter into a Professional Services contract with Hearn Engineering, Inc. for the Summers Road Reconstruction Project for the amount of \$104,000. **James A. Trevino, Street/Drainage Superintendent**

James A. Trevino, Street/Drainage Superintendent gave an overview of agenda item I-6.

Council Member Somera made a motion to approve agenda item I-6. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

7. Consideration and action on the designation of a Media Spokesperson for the City of Copperas Cove City Council. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager gave an overview of agenda item I-7.

Council Member Clayton made a motion to appoint Council Member Peterson as the media spokesperson for the City Council. Council Member Harris seconded the motion, and with a unanimous vote, motion carried.

#### **J. STAFF REPORTS**

1. Chamber of Commerce 1st Quarter Report for 2008. **Marty Smith, President, Copperas Cove Chamber of Commerce**

Marty Smith, President, Copperas Cove Chamber of Commerce, presented the Chamber of Commerce 1<sup>st</sup> Quarter Report for 2008.

2. Financial Report for the Month ended March 31, 2008. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, presented the Financial Report for the month ended March 31, 2008.

#### **K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.**

#### **L. ITEMS FOR FUTURE AGENDAS – None.**

#### **M. EXECUTIVE SESSION**

1. Pursuant to §551.071 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss legal issues raised in connection with the preliminary estimate for the CAPP Long Term Contract.

2. Pursuant to §551.074 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the duties and responsibilities of the City Attorney.

The Council adjourned to Executive Session at 9:05 p.m.

**N. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION**

The Council reconvened the open meeting at 9:39 p.m. Mayor Pro Tem Reeves stated that there was no action to be taken on the discussion from Executive Session.

**O. ADJOURNMENT**

There being no further business, Mayor Pro Tem Reeves adjourned the meeting at 9:39 p.m.

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Robert L. Reeves, Mayor Pro Tem

ATTEST:

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Stefanie Brown, Deputy City Secretary

# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item No. G-2

Contact – Wanda Bunting, Director of Financial Services, 547-4221  
wbunting@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the release of funds in the amount of \$27,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending March 31, 2008.**

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#### 1. BACKGROUND/HISTORY

On November 9, 2006, the City Council approved the Publicity and Tourism Agreement between the City of Copperas Cove and the Copperas Cove Chamber of Commerce. The said agreement requires payments to be made in quarterly installments at the end of each fiscal quarter. An amendment was approved by City Council on February 19, 2008 to increase the amount of the agreement based on the adopted 2007-08 annual budget.

#### 2. FINDINGS/CURRENT ACTIVITY

On May 6, 2008 the Chamber of Commerce complied with the Publicity and Tourism Agreement with the presentation of a quarterly tourism financial report accompanied by performance measurement reporting. To date contract requirements have been met.

#### 3. FINANCIAL IMPACT

Total expenditures of \$110,000 were approved in FY 2007-08 Budget through the Hotel Occupancy Tax Fund to satisfy the quarterly installments in the amount of \$27,500.

#### 4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that City Council authorize the release of funds in the amount of \$27,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending March 31, 2008.

**PERMIT OF SCULLY ENERGY CORPORATION  
TO DRILL OIL AND/OR GAS WELL**

Based on the application filed on May 13, 2008 for Lehmann #1 Well.

Having filed an application together with all necessary supporting documents in accordance with Chapter 14 of the City Code of Ordinances as amended June 20, 2006, and Section 14-14 of the City Code of Ordinances amended September 20, 2005 regulating the drilling, completion and operation of oil and gas wells, within the City of Copperas Cove, the applicant, Scully Energy Corporation and Salado Oil Company, its successors and assigns, is hereby granted this Permit to Drill Oil and/or Gas Wells and to operate and produce said wells and to build, install and maintain the necessary appurtenant facilities in connection therewith subject to the provisions and regulations on the Lehmann #1 Well in Copperas Cove, Coryell County, Texas.

In consideration for the City of Copperas Cove granting said Permit, Scully Energy Corporation and Salado Oil Company, agrees that it will comply with all the terms and provisions of the above referred to regulations, and all other ordinances and regulations of the City of Copperas Cove.

The Permit shall extend to the said Scully Energy Corporation and Salado Oil Company, its successors and assigns, for a period of one (1) year from the date hereof and as long thereafter as Scully Energy Corporation and Salado Oil Company, its successors and assigns, are engaged in drilling, reworking or producing operations with no cessation of more than sixty (60) days: provided, however, that if Scully Energy Corporation and Salado Oil Company fails to commence operations for drilling said well or wells on or before one hundred eighty (180) days from the date hereof, this Permit shall expire and be of no further force and effect.

**EXECUTED and DELIVERED** this 20th day of May 2008.

**CITY OF COPPERAS COVE**

\_\_\_\_\_  
Robert L. Reeves, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jane Lees, City Secretary

**OIL / GAS WELL  
PERMIT APPLICATION**

**CITY OF  
COPPERAS COVE, TEXAS**

**SCULLY ENERGY  
CORPORATION**

**LEHMANN #1 WELL  
Coryell County, Texas**

**Scully Energy Corporation, a Texas Corporation (PO Box 572 - Salado, Texas 76571 / 1408 Mill Creek Drive – Salado, Texas 76571) acting under and pursuant to the terms and provisions of the City of Copperas Cove Oil and Gas Well Ordinance, submits an “oil and gas well” application to the City of Copperas Cove, Texas for a permit to drill, complete, and operate the following well:**

**Lehmann #1 Well  
W. D. Mosteller Survey A-758  
Coryell County, Texas**

**WELL PROGNOSIS**

**well type: oil / gas  
total depth: 4000'  
surface casing: 570' – 8 5/8" – 24#  
production casing: 4000' – 4 1/2" – 10.5#**

**DRILLING LOCATION**

**surface location: 500' from NE lease line and 330' from North'ly SE lease line  
1150' from SSW survey line and 420' from WNW lease line**

**surface owner @ well site: Roy Lehmann  
surface owner address: 8256 Governor Drive  
Apt #1  
Baton Rouge, La 70820**

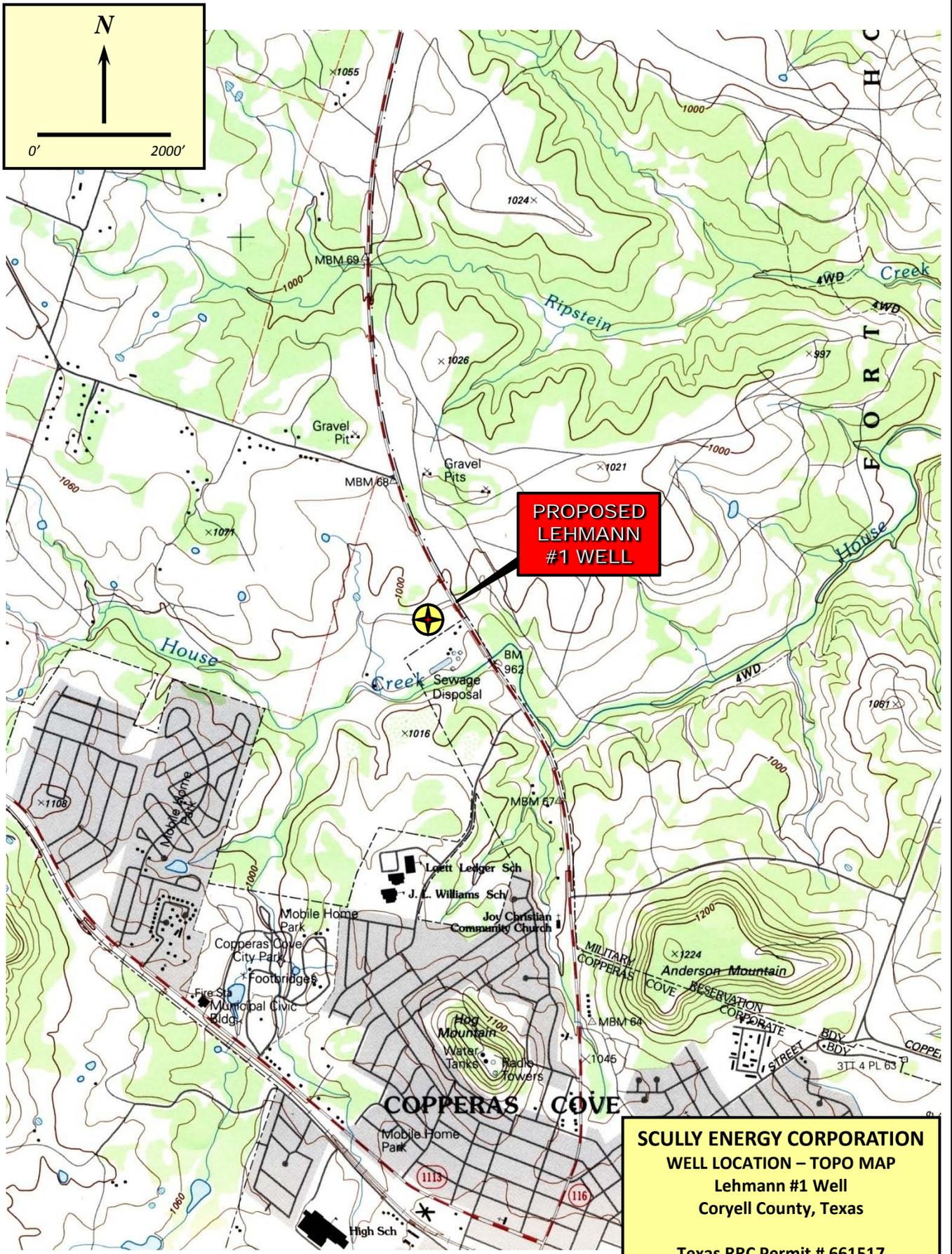
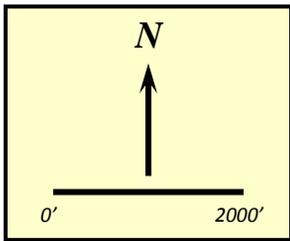
**LEASE ACREAGE**

**355 acres = 15 463 800 sq ft**

***I am authorized to file this application, that the application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete, to the best of my knowledge. In addition, the oil / gas mineral interest of the acreage for the above drilling unit is owned and controlled by Scully Energy Corporation.***

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



**PROPOSED  
LEHMANN  
#1 WELL**

**SCULLY ENERGY CORPORATION**  
**WELL LOCATION - TOPO MAP**  
Lehmann #1 Well  
Coryell County, Texas  
Texas RRC Permit # 661517

**NOTICE OF FILING**

**Section #14-5**

**DATE:** May 12, 2008

**RE:** Oil and Gas Well Permit

Scully Energy Corporation / Lehmann #1 Well

Scully Energy controls and owns 100% of the “drilling rights” of the drilling location concerning the proposed the Lehmann #1 well.

Therefore, no “notice” is needed per the requirement of Section 14-5 of the City of Copperas Cove Oil and Gas Ordinance.

***I am authorized to file this document, and that the data and facts stated therein are true, correct, and complete, to the best of my knowledge.***

Name \_\_\_\_\_

Title \_\_\_\_\_

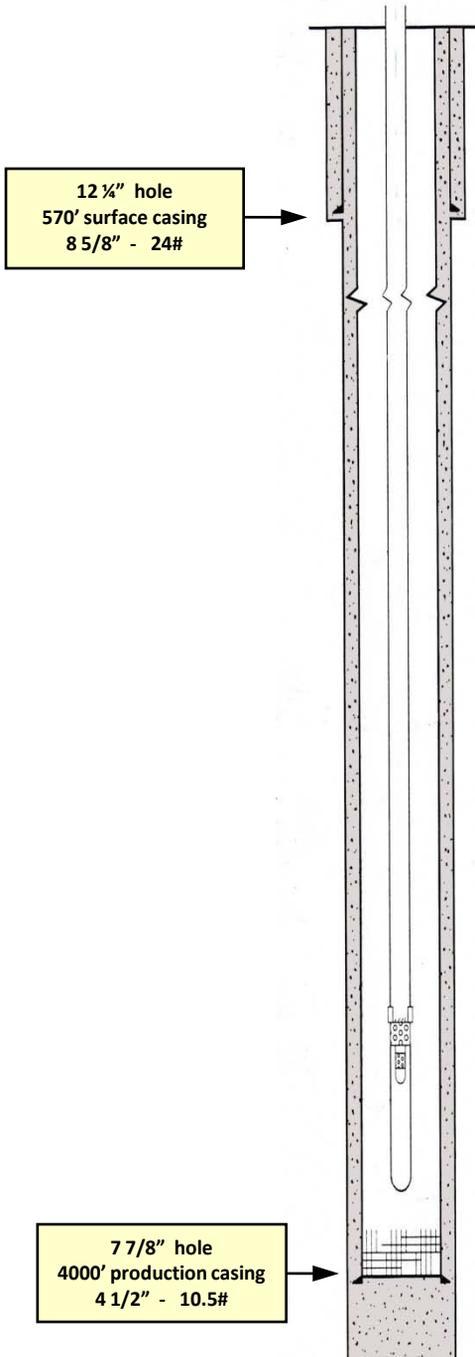
Signature \_\_\_\_\_

Date \_\_\_\_\_

**NOTE:**

*The "TCEQ" recommends that the interval from the land surface to 20' below the Base of the Cretaceous-age beds must be protected. The base of the Cretaceous-age beds is estimated to occur at a depth of 550'*

TCEQ file # SC-63



**SCULLY ENERGY CORPORATION**  
**PROPOSED CASING PROGRAM**  
Lehmann #1 Well  
Coryell County, Texas

Texas RRC Permit # 661517

**STATE PERMIT  
DOCUMENTS**

**and**

**INSURANCE  
CERTIFICATE**

**SCULLY ENERGY  
CORPORATION**

**LEHMANN #1 WELL  
Coryell County, Texas**

**DEPTH OF USABLE-QUALITY GROUND WATER TO BE PROTECTED**

63

PLEASE DO NOT STAPLE

**PLEASE READ ALL INSTRUCTIONS**

The information requested is essential in order for the agency to provide an appropriate response. Please allow for receipt of this form in our offices at least two weeks before your operation begins. Due to the volume of these requests, at times, it may be difficult for us to handle telephone inquiries. Complete, keep the bottom sheet (goldenrod) for your files, and mail the top 3 sheets of the 4-sheet set of carbon-backed forms with a map to the address below. One sheet bearing our response will be returned to you. Another will be sent to the appropriate district office of the Railroad Commission. Individuals are entitled to request and review their personal information that the agency gathers on its forms. If you have questions on how to fill out this form or about the Surface Casing program, please contact us at 612/239-0515.

RECEIVED Surface Casing - MC 151  
TCEQ  
P.O. Box 13067  
MAY 09 2008 Austin, TX 78711-3067

Date 5/7/08

TCEQ File No.: SC-

63

John Sobehradk 254-78-3391  
Name of person preparing this request & phone No. (with area code)

Scully Energy Corporation  
Company (operator's name as on RRC form W-1)  
PO Box 572

Mailing Address  
Salado, Texas 76571

City and State ZIP Code

FOR TCEQ USE ONLY  
⑥ 550 ① JMB  
LR SC-63  
est 65k @ 450'  
**LEHMANN #1**

-B ASSOC  
WIFE  
257-0038

**ALWAYS INCLUDE A MAP SHOWING YOUR WELL SITE AND ALL SURROUNDING SURVEYS**

PCLO

TYPE OR PRINT IN INK

COUNTY Coryell Survey Name W.D. Mosteller  
Block No. \_\_\_\_\_ Township \_\_\_\_\_ Section or Survey No. \_\_\_\_\_ (or) Lot No. \_\_\_\_\_  
Abstract No. A-758 LEASE Name Lehmann Well No. #1  
Distances, in feet, and directions measured at right angles from each of two intersecting (NOT LEASE LINES) 1150' feet from SSW line and 420' feet from WNW Survey lines  
Distance (in miles) and direction from a nearby town in this County (name the town):  
2.5 miles North of Copperas Cove, Texas

**THE ABOVE INFORMATION IN THIS BLOCK MUST BE COMPLETE AND CORRECT**

API # \_\_\_\_\_ RRC Lease No. \_\_\_\_\_ RRC Dist. No. #7B  
GPS Coord. (long/lat or X-Y state plane) 97deg 54' 30.93" W 31deg 9' 4.78" N MAD WGS

Elevation 987' Total Depth 4000' Geologic Fm. at T.D. Ellenberger 84  
Purpose of the Request:  New Drill  Re-entry  Plug & Abandon  Other (specify) \_\_\_\_\_  
Is this an amended request?  Yes  No Previous File No. for this well: SC- \_\_\_\_\_

Log included of same or nearby well (The applicable type of well log that shows the aquifers.) Please provide a location map or API# for attached log.

**ALWAYS** attach the electric log of any well that is to be reentered.

Additional remarks: attached log is from Scully / Caraccia #1 well

To protect usable-quality ground water at this location, the TEXAS COMMISSION ON ENVIRONMENTAL QUALITY recommends:

**CO-CORYEL, SUR-MOSTELLER W., LSE-LEHMANN, A-758, #6, 5/550**

The interval from the land surface to 20 feet below the base of the Cretaceous-age beds must be protected. The base of the Cretaceous is estimated to occur at a depth of 550 feet.

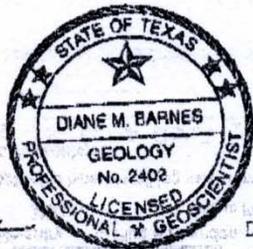
Thank you for the log you sent.

550  
+ 20  
-----  
570' ← SRFC CSNG

DO NOT WRITE HERE FOR TCEQ USE ONLY

Very truly yours,

*Diane M. Barnes*  
Diane M. Barnes, P.G.



Geologist, Surface Casing, TCEQ

NOTE: Unless stated otherwise, this recommendation is intended to apply only to the subject well and not for area-wide use. Approval of the well-completion methods for protection of this ground water falls under the jurisdiction of the Railroad Commission of Texas. This recommendation is intended for normal drilling, production, and plugging operations only. It does not apply to saltwater disposal operations into a nonproductive zone (RRC Form W-14).  
TCEQ-0051 (Rev. 05-10-2008)

Date May 9, 2008

typed by TCEQ

**SCULLY ENERGY CORPORATION**  
**TCEQ CASING RECOMMENDATION LETTER**  
Lehmann #1 Well  
Coryell County, Texas  
Texas RRC Permit # 661517

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2008

PRODUCER (254)773-1100 FAX: (254)773-1120  
First Central Texas Insurance  
4615 S. 31st Street

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Temple TX 76502

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
Scully Energy Corp & Salado Oil Co  
1408 MILL CRK  
PO BOX 572  
Salado TX 76571

INSURER A: Speciality Insurance  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GL120682	6/13/2007	6/13/2008	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PRODUCTS - COMPOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				MC STAT-L-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT \$
	OTHER				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
Neely Jones/NEELY 

**SCULLY ENERGY CORPORATION**  
LIABILITY NSURANCE CERTIFICATE  
Lehmann #1 Well  
Coryell County, Texas  
Texas RRC Permit # 661517



# INSURANCE BINDER

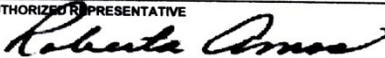
DATE (MM/DD/YYYY)  
07/10/07**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

<b>AGENCY</b> First Central Texas Insurance, Ltd. 1005 Marlandwood Rd., Suite 115 Temple, Texas 76502		<b>COMPANY</b> American International Specialty		<b>BINDER #</b> 1944379	
<b>PHONE (A/C, No. Ext):</b> (254)773-1100		<b>FAX (A/C, No.):</b> (254)773-1120		THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:	
<b>CODE:</b>		<b>SUB CODE:</b>		<b>DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)</b> Environmental Pollution Liability	
<b>INSURED</b> Scully Energy Corp & Salado Oil Co PO Box 572 Salado, Texas 76571					

**COVERAGES****LIMITS**

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY CAUSES OF LOSS</b> <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC				
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE DAMAGE TO RENTED PREMISES \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ MEDICAL PAYMENTS \$ PERSONAL INJURY PROT \$ UNINSURED MOTORIST \$
<b>AUTO PHYSICAL DAMAGE DEDUCTIBLE</b> <input type="checkbox"/> <input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:	<input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES			ACTUAL CASH VALUE \$ STATED AMOUNT \$ OTHER
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:			EACH OCCURRENCE \$ AGGREGATE \$ SELF-INSURED RETENTION \$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>SPECIAL CONDITIONS/ OTHER COVERAGES</b> Additional Insured: City of Copperas Cove, Texas				FEES \$ TAXES \$ ESTIMATED TOTAL PREMIUM \$

**NAME & ADDRESS**

CITY OF COPPERAS COVE P O Box 1449 James Thompson Copperas Cove, Texas 76522	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> ADDITIONAL INSURED
	<input type="checkbox"/> LOSS PAYEE	<input checked="" type="checkbox"/> Certificate Holder
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

ACORD 75 (2004/09)  
Generated By : Tracy Ross

NOTE: IMPORTANT STATE INFORMATION ON REVERSE SIDE

**SCULLY ENERGY CORPORATION**  
**POLLUTION INSURANCE CERTIFICATE**  
 Lehmann #1 Well  
 Coryell County, Texas  
 Texas RRC Permit # 661517

# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item No. H-1

Contact – James R. Thompson, City Attorney 547-7536  
jthompson@ci.copperas-cove.tx.us

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**SUBJECT:** Public hearing, consideration and action on authorizing the Mayor to issue a drilling permit on the application of Scully Energy Corporation and Salado Oil Company, for Lehmann #1 Well to drill for oil and gas within the corporate limits of the City of Copperas Cove.

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#### 1. BACKGROUND/HISTORY

Chapter 14 of the Code of Ordinances of the City of Copperas Cove, Oil and Gas Wells, provides that any person seeking a permit to drill for oil and gas within the City shall make application following certain criteria set out in the ordinance. There shall be a public hearing held within 30 days after the date of such permit but not prior to the seventh day following the making of the notices provided for in Sec. 14-5 unless Applicant meets the requirements of Sec. 14-8, subsections a (1), (2), (5), (7), and (8). Scully Energy Corporation and Salado Oil Company has mineral leases and drilling rights on all lands within the drilling units sought.

#### 2. FINDINGS/CURRENT ACTIVITY

Scully Energy Corporation and Salado Oil Company has fulfilled all of the requirements of Sec. 14-4, Permit application. There is no need for a permittee to give notice of such application to all lessees, real estate owners or other persons that own land in the drilling unit required by this section because Scully Energy Corporation and Salado Oil Company has mineral leases and drilling rights on all property in the drilling unit. All owners of dwellings and structures used for human occupancy situated within 300 feet of the proposed well location which have not been abandoned have consented to the drilling of the proposed well.

The requirements of Sec. 14-8 Issuance of Permit, subsections a (1), (2), (5), (7), and (8) have been met. The City Council is authorized to waive notice and hearing requirements set forth in Sec. 14-5 and 14-7. Upon waiver of those notice requirements, the Mayor is authorized and directed by the City Council to issue a drilling permit forthwith.

**3. FINANCIAL IMPACT**

There are no out-of-pocket expenses for the City. The risk to the City from damages caused by such drilling operations have been minimized by Applicant providing a \$10,000 irrevocable letter of credit for the drilling site, general liability policy that provides insurance for bodily injury or death of one person of not less than \$1,000,000 for any one accident not less than \$2,000,000 and property damage not less than \$500,000 and environmental pollution liability insurance applicable to bodily injury, property damage including loss of use of damaged property or of property that has been physically injured or destroyed; clean-up costs; and defense, including cost and expense incurred in the investigation, defense or settlement of claims; all in connection with any loss arising from the inured site; said coverage to be maintained in an amount of at least \$1,000,000 per loss with annual aggregate of at least \$2,000,000 for each drilling site.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the Council hold the public hearing, then consider and act upon authorizing the Mayor to issue a drilling permit to Scully Energy Corporation and Salado Oil Company for Lehmann #1 Well.

**ORDINANCE NO. 2008-14**

**AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007, AND ENDING ON SEPTEMBER 30, 2008; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to amend the operating budget of the municipal government of the City of Copperas Cove for the fiscal year October 1, 2007 to September 30, 2008; and

**WHEREAS**, said budget amendments have been submitted to the City Council by the City Manager in accordance with the City Charter; and

**WHEREAS**, public notices of public hearings upon this budget have been duly and legally made as required by City Charter and law.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE:**

**SECTION I.**

That the City Council of the City of Copperas Cove ratify, approve and adopt the amendments to the budget considered for the fiscal year of October 1, 2007 to September 30, 2008, as identified in "Attachment A" of this ordinance.

**SECTION II.**

That all ordinances for which provision has heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

**SECTION III.**

That should any part, portion, or section of this ordinance be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining portions, parts, or sections or parts of section of this ordinance, which provisions shall be, remain and continue to be in full force and effect.

**SECTION IV.**

That this ordinance shall take effect and be in full force and effect from and after its passage and publication according to law.

**PASSED, APPROVED AND ADOPTED** this 20th day of May 2008, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

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Robert Reeves, Mayor Pro Tem

ATTEST:

---

Jane Lees, City Secretary

APPROVED AS TO FORM:

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James R. Thompson, City Attorney

## NOTICE OF PUBLIC HEARING

On May 20, 2008, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold the required second public hearing on the ordinance to amend the FY 2007-08 Budget for the City of Copperas Cove. The May 20, 2008 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

The proposed amendments to the FY 2007-08 Annual Budget are as follows:

	<b>Increase (Decrease)</b>
<b>General Fund</b>	
Revenues	\$151,565
Expenditure Appropriations	\$180,849
<b>Water and Sewer Fund</b>	
Expense Appropriations	\$ 46,259
<b>Solid Waste Fund</b>	
Revenues	\$112,895
Expense Appropriations	\$ 94,895
<b>Drainage Utility Fund</b>	
Revenues	\$ 1,879
Expenditure Appropriations	\$ 1,879
<b>Hotel Occupancy Tax Fund</b>	
Expenditure Appropriations	\$ (5,000)
<b>City Wide Donations</b>	
Revenues	\$ 30,221
Expenditure Appropriations	\$ 21,969
<b>City Wide Grants</b>	
Revenues	\$631,594
Expenditure Appropriations	\$631,594
<b>Fire Department Special Revenue Fund</b>	
Revenues	\$ 6,850
Expenditure Appropriations	\$ 6,850
<b>Joint Image Campaign</b>	
Revenues	\$ 2,000
Expenditure Appropriations	\$ 5,100
<b>Municipal Court Special Revenue Fund</b>	
Expenditure Appropriations	\$ 2,856
<b>Coryell / Bell Response Fund</b>	
Revenues	\$ 41,534
Expenditure Appropriations	\$ 5,000
<b>Law Enforcement Block Grant</b>	
Revenues	\$ 13,081
Expenditure Appropriations	\$ 16,833
<b>Fire Department Grant Fund</b>	
Revenues	\$ 26,069
Expenditure Appropriations	\$ 26,069
<b>Library Grant Fund</b>	
Revenues	\$ 3,707
Expenditure Appropriations	\$ 10,126
<b>Tobacco Grant Fund</b>	
Expenditure Appropriations	\$ 2,067

**CITY OF COPPERAS COVE  
FISCAL YEAR 2007-08 BUDGET  
DRAINAGE UTILITY FUND  
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2006-07	Original Budget FY 2007-08	Proposed Amendment	Amended Budget FY 2007-08
<b>BEGINNING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 358,352	\$ 385,402	\$ -	\$ 385,402
<b>TOTAL BEGINNING FUND BALANCE</b>	<u>\$ 358,352</u>	<u>\$ 385,402</u>	<u>\$ -</u>	<u>\$ 385,402</u>
<b>REVENUES:</b>				
Drainage Utility Fee	\$ 805,892	\$ 841,839	\$ 700	\$ 842,539
Subtotal Drainage Utility Revenue	<u>\$ 805,892</u>	<u>\$ 841,839</u>	<u>\$ 700</u>	<u>\$ 842,539</u>
Other Revenue				
Miscellaneous Revenues	434	2,400	1,179	3,579
Interest Revenue	44,436	37,000		37,000
Subtotal	<u>\$ 44,870</u>	<u>\$ 39,400</u>	<u>\$ 1,179</u>	<u>\$ 40,579</u>
<b>TOTAL REVENUES</b>	<u>\$ 850,762</u>	<u>\$ 881,239</u>	<u>\$ 1,879</u>	<u>\$ 883,118</u>
<b>EXPENSES:</b>				
Drainage	\$ 878,264	\$ 1,051,485	\$ -	\$ 1,051,485
Non-Departmental	2,895	1,668	1,879	3,547
<b>TOTAL EXPENSES</b>	<u>\$ 881,159</u>	<u>\$ 1,053,153</u>	<u>\$ 1,879</u>	<u>\$ 1,055,032</u>
<b>ENDING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 327,955	\$ 213,488		\$ 213,488
<b>TOTAL ENDING FUND BALANCE</b>	<u>\$ 327,955</u>	<u>\$ 213,488</u>	<u>\$ -</u>	<u>\$ 213,488</u>
<b>IDEAL FUND BALANCE</b>	\$ 220,290	\$ 263,288		\$ 263,758
<b>OVER (UNDER) IDEAL FUND BALANCE</b>	\$ 107,665	\$ (49,800)		\$ (50,270)

# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item H-2

Contact – Wanda Bunting, Director of Financial Services, 547-4221  
wbunting@ci.copperas-cove.tx.us

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SUBJECT: **Public Hearing on Ordinance No. 2008-14, amending the 2007-08 fiscal year budget for the City of Copperas Cove.**

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#### 1. BACKGROUND/HISTORY

The 2007-08 budget was adopted on September 4, 2007. According to Section 6.16(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2007-08 budget it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendments will require the use of fund balance. This is the second and final of two public hearings as required by the Charter. The first Public Hearing was held on May 6, 2008.

#### 2. FINDINGS/CURRENT ACTIVITY

The General Fund requires a redistribution of \$184,348 and an increase of 180,849 in expenditure appropriations. Revenue appropriation increases reflect a total of \$151,565 which offset a majority of the expenditure appropriations. The fund balance is reduced by the difference \$29,284 in order to adequately fund the expenditures for the following departmental budgets:

- City Manager (\$60,003)
- City Secretary 1,800
- City Attorney \$30,100
- Finance \$38,695
- Grants Administration (\$62,546)
- Information Systems \$13,080
- Police \$26,241
- Public Information Office \$54,990
- Animal Control \$1,350
- Fire / EMS \$40,301
- Emergency Management (\$33,957)
- Building & Development \$16,842
- Streets \$56,980
- Parks & Recreation \$20,461
- Fleet Services \$1,809
- Public Works \$968
- Facility Maintenance \$2,594

- Planning (\$27,842)
- Library 6,833
- Non-Departmental \$52,153

The redistribution of appropriations includes the following:

- Funding for the Public Information Office (PIO) in the FY 2007-08 adopted budget was provided in the City Manager's line item budget; however, an updated organizational chart was approved by City Council on November 20, 2007 transferring PIO position to a new division under the Police Department.
- Grants administration division was absorbed in the Finance Department with the reclassification of the position to a Budget Analyst in the 2007-08 budget process. The funds were originally adopted in a separate division within the Finance Department.
- An Emergency Management position vacancy for the past several months has resulted in vacancy savings which are needed in the Fire Department to cover operating costs.
- The City Planner vacancy in the Planning Department has caused salary savings which are being used by the Building and Development Department to cover the salary increase of the City Building Official while serving as the Interim City Planner. The remaining savings are to be used by other departments to cover additional needs.
- A portion of the Contingency funds need to be redistributed as follows:
  - \$3,000 to the USO that was originally funded in the Hotel Occupancy Tax fund.
  - \$3,000 to cover legal fees associated with the Time Warner rate case opposition approved by City council on February 5, 2008.
  - \$700 for the Incode Software Maintenance contract.
  - \$3,000 for quarterly newsletters(Cove Column) and promotional items.
  - \$685 for membership in ERCOT and dues to AUSA.
  - \$700 for an A/C unit replacement for the Information Systems computer server room.
  - \$500 for a podium in the library conference room.

Increases include:

- City Attorney contract which was approved by City Council at the January 3, 2008 City Council Meeting.
- Information Systems Director reclassification and approval of an additional position in the Information Systems Department at the April 1, 2008 City Council Meeting.
- Increase in the Code of Ordinance Supplements that are processed by the City Secretary's office.
- Radio maintenance contract that was not included in the adopted budget.
- SAFER Grant matching funds were not included in the original adopted budget and are included in the non-departmental account above.

Redistributions and increases above included Utility account increases \$65,892 and Fuel and Oil increases of \$68,324 in the General Fund overall. The FY 2007-08 adopted budget included regular gasoline at \$2.38 per gallon and the City is currently paying \$2.79 per gallon. Diesel was budgeted at \$2.55 per

gallon and the City is currently paying \$3.24 per gallon. This is an increase of over 17% for gasoline and over a 27% increase for diesel.

General Fund revenue increases include the following:

- Taxes \$140,700
- Permits & Licenses \$ 3,750
- Fees \$ 4,000
- Auction Proceeds \$ 2,115
- Food Worker Permits \$ 1,000

The Water and Sewer Fund will require an increase in expenditure appropriations in the amount of \$46,259 in order to adequately fund the expenditures for the following departmental budgets:

- Water & Sewer Administration \$11,325
- Utility Administration \$29,422
- Water Distribution \$ 7,492
- Sewer Collection \$ 4,930
- Wastewater Treatment (\$17,751)
- Composting \$ 1,991
- Non-Departmental \$ 8,850

Increases include:

- Water & Sewer Administration increase is related to the Public Works Director title and pay change that was approved at the November 20, 2007 City Council Meeting.
- Utility Administration increases include an increase in the auditor fees, and increase in the number of electric billings for both regular and delinquent accounts, fuel and oil increases and utility increases.
- Water Distribution includes increases for the CDBG professional engineering contract approved by council on November 6, 2007 and increase in fuel and oil.
- Sewer Collection includes an increase for fuel and oil.
- Wastewater Treatment includes an increase in Consulting fees for the Northwest Plant Permit renewal, and fuel and oil increases and the redistribution of funds originally set aside for the I&I Study.
- Composting includes an increase for fuel and oil.
- Non-Departmental includes an increase for a Water Conservation Study. (The funds were redistributed from the I&I Study).

Redistributions and increases above included Electric Utility account increases of \$2,113 and Fuel and Oil increases of \$17,471 in the Water and Sewer Fund overall. The FY 2007-08 adopted budget included regular gasoline at \$2.38 per gallon and the City is currently paying \$2.79 per gallon. Diesel was budgeted at \$2.55 per gallon and the City is currently paying \$3.24 per gallon. This is an increase of over 17% for gasoline and over a 27% increase for diesel.

The Solid Waste Fund will require a redistribution of \$30,050 and an increase of 94,895 in expenditure appropriations. Revenue appropriation increases reflect a total of \$117,595 which offsets the expenditure appropriation increases. The revenues adequately fund the expenses for the following departmental budgets:

- SW Collection – Residential (\$ 1,800)
- SW Collection – Recycling (\$11,250)
- SW Collection – Brush & Bulk \$ 3,100
- SW Collection – Commercial (\$17,000)
- SW Disposal \$121,845

The redistribution of appropriations includes the following:

- Salary savings from vacant positions in the various divisions above are being re-distributed to the SW Disposal salary accounts to cover the excess need due to a retirement payout and a required budget correction.

Increases include:

- Brush and Bulk repair and maintenance increase is due to multiple truck repairs that have occurred this fiscal year.
- Hauling and disposal increases are due to a auditor recommendation to include payments for services rendered in a fiscal year. This account will require 13 payments in this fiscal year to properly record the September billing.

Redistributions and increases related to Utility accounts and Fuel and Oil accounts have been covered within the various Solid Waste accounts with the exception of a \$2,195 increase in Utilities account for SW Disposal.

Solid Waste Fund revenue increases include the following:

- Garbage Collection Fees \$84,395
- Recycling Proceeds \$10,000
- Sale of Kraft Bags \$ 1,000
- Auto Lid Locks \$ 500
- Rear load Dumpster Rental \$ 2,000
- Roll-Off Rental Income \$15,000
- Late Charge for Billing \$ 4,000
- Miscellaneous Revenue \$ 700

The Drainage Utility Fund will require an increase of \$1,879 in expenditure appropriations and a revenue appropriation increase of \$1,879 to offset the expenditure increase. The expenditure increase is to non-departmental accounts for consulting fees, auctioneer fees, advertising, and dues & subscriptions. The revenue increase is to maintenance revenue, drainage utility fees, insurance proceeds, and auction proceeds.

The Library Gifts and Memorials Fund will require a redistribution of \$225 to cover expenditures in specific types of books purchases. There is no impact to the fund balance.

The Hotel Occupancy Tax funded USO account will be reduced by \$5,000 and returned to the fund balance and the USO funding will be reflected in a General Fund account.

The City Wide Donations Fund consists of donations from various entities for the Parks and Recreation, Library, Police, Fire, Animal Shelter and Solid Waste Funds. Appropriations will be increased \$21,969 in order to adequately offset

operating expenses. The increase in appropriations is being funded by the increase in donations totaling \$30,221.

The City Wide Grants Fund consists of the Communication Tower Grant and the SAFER Grant. Grant revenues and expenditures related to the Communication Tower consist of \$383,504 and SAFER Grant revenues consist of \$195,937 and a Grant match from the General Fund of \$52,153 which covers an expenditure appropriation increase of \$248,090.

The Fire Department Special Revenue Fund was implemented to track revenues and expenses associated with burn permits, fire testing and inspections fees. Appropriations of \$6,850 will be funded by an increase in revenues of \$6,850.

The Joint Image Campaign will require an increase in appropriations in the amount of \$5,100 for promotional, advertising, and dues & subscription expenditures. The increase in appropriations is being funded by additional revenues totaling \$2,000 and the available fund balance.

The Municipal Court Special Revenue Fund expenditure account increases total \$2,856 and will be used for duress alarms for the court, radio maintenance costs and salary incentives for the bailiff. The funds will reduce the available fund balance.

The Coryell/Bell Response Fund will require an increase in appropriations in the amount of \$5,000 for expenses related to operating costs. The increase in appropriations is being funded by an increase in revenues totaling \$41,534.

The Law Enforcement Block Grant Fund will require an increase in appropriations in the amount of \$19,613 for operating expenses. The increase in appropriations is being funded by grant revenues totaling \$19,613.

The Fire Department Grant Fund will require an increase in appropriations in the amount of \$26,069 for operating costs associated with the fire grant fund. The increase in appropriations is being funded by grant revenues totaling \$26,069.

The Library Grant Fund will require an increase in appropriations in the amount of \$10,126 for various books and library operating expenses. The increase in appropriations is being funded by grant revenues totaling \$3,707. In addition, \$6,419 will be funded by the fund balance.

The Tobacco Grant Fund will require an increase in appropriations in the amount of \$2,067 for operating costs pertaining to the grant. The increase in appropriations is being funded by the fund balance.

### **3. FINANCIAL IMPACT**

See attached ordinance and proposed amendments.

### **4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends that the City Council hold a public hearing on Ordinance No. 2008-14 amending the fiscal year 2007-08 Budget.

**Letter of Agreement**  
**City of Copperas Cove**  
**and**  
**Grant Development Services, Inc**  
**Application Preparation Services**

STATE OF TEXAS

§

COUNTY OF CORYELL

Letter of Agreement entered into this, the \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between the City of Copperas Cove , State of Texas (hereinafter called the “CITY”) acting herein by Andrea Gardner, City Manager hereunto duly authorized and J Gandolf Burrus, President, acting for Grant Development Services, Inc. (hereinafter called “GDS”).

WHEREAS, the CITY desires to engage GDS to render professional services to **prepare and submit** a 2008 Texas Capital Fund Downtown Revitalization Improvements Program Grant Application, hereinafter referred to as “TCF”, requesting federal financial assistance from the Texas Department of Agriculture (hereinafter called the “Funding Agency” or “TCF”) **for the construction of sidewalk and lighting improvements within the Copperas Cove commercial district**, and

WHEREAS, if the above referenced application receives a funding approval, the CITY desires to engage GDS to render professional services to **administer the TCF contract**.

NOW, THEREFORE, this Letter of Agreement, when accepted by both parties shall constitute the entire agreement as to the scope of services to be performed, terms of engagement and compensation. This agreement may be amended only by a similar agreement in writing. Cancellation of this agreement shall require cause and fifteen (15) days notice by written letter, addressed to the non-canceling party.

The Parties do mutually agree as follows:

- 1. Time of Performance.** The services provided by GDS shall commence upon execution of this agreement. All services required and rendered under this contract shall be completed according to the time frames and deadlines established by the Funding Agency.

2. **Scope of Services.** The scope of services to be provided by GDS shall consist of:
  - (a) The assembly of available and necessary documents to design, prepare and submit a Downtown Revitalization Program application to the Funding Agency prior to the submittal deadline;
  - (b) Submittal of the application and supporting documents to the State Review Committee if required;
  - (c) Assistance in the preparation of an oral presentation to be given by CITY officials if required; and
  - (d) And preparation and submittal of any and all additional information requested by either the Funding Agency or State Review Committee.
  
3. **CITY Responsibilities.** To facilitate the commitments made by GDS, the CITY agrees to the following:
  - (a) The CITY will agree to designate one individual as the contact person for all communications and the fulfillment of all program responsibilities within the CITY. That person shall be Ginger Faught, Deputy City Administrator and in the alternative Chairperson of the City's Historic Preservation Commission;
  - (b) The CITY shall agree to supply GDS with copies of all communication or correspondence received regarding its Downtown Revitalization application;
  - (c) The CITY shall provide GDS with a letter authorizing GDS as its representative, to interact with the Funding Agency on the behalf of the CITY, for purposes of this agreement;
  - (d) The CITY will secure from a registered engineer, descriptions of the infrastructure problem and the corresponding sealed cost estimates to be addressed in the application; and
  - (e) The CITY shall pay all publishing costs in regards to public hearing notices as required.
  
4. (a) **Compensation for Application Preparation Services.** All services described in Section the Letter of Agreement shall be provided for a lump sum fee of **\$6,000.00** (Six Thousand Dollars) upon signing this Letter of Agreement.

Part One: \$2,500.00 (Two Thousand Five Hundred Dollars): Due upon signature of this Letter of Agreement.

Part Two: \$1,500.00 (One Thousand Five Hundred Dollars): Due upon submission of draft application to the City and the City's Economic Development Committee.

Part Three: \$2,000.00 (Two Thousand Dollars): Due upon submission to Funding Agency.

**Hard Costs:** The CITY will reimburse GDS for the hard itemized costs of photography, postage, illustrations and maps, duplicating and submitting required copies of the application. This fee will not exceed **\$1,500.00** (One Thousand Five Hundred Dollars).

- (b) **GRANT COMMISSION/ ADMINISTRATION:** If the Application **does not receive approval** of the Funding Agency, the City shall have no further financial obligations to GDS.

If the application **does receive approval** from the Funding Agency, **the City shall choose** between the following two methods of compensation:

- (1) Compensation Method One Commission Only:** 5% The City shall pay GDS to a Professional Services commission equal to **5% (Five Per cent) of the grant funds secured**. The City shall pay this fee from local funds.

***OR AT THE CITY'S OPTION,***

- (2) Compensation Method Two: Commission and Administration:** 11.50% The City shall engage GDS to **provide all administrative services** to implement the activities described in the Performance Statement between the City and the Funding Agency for a lump sum fee equal to **11.50% (Eleven and One Half Percent)** of the funds secured. The City shall pay this fee from local funds.

The specific scope of administrative services to be provided, if the application is awarded funding, is detailed in Attachment A of this Letter of Agreement. The standards to which GDS will adhere in the administration of the grant-funded project are detailed in Attachment B of this Letter of Agreement.

- 5. Access to Information.** It is agreed that all materials, data, reports, financial information, maps used for the carrying out of work outlined in Attachment A. Scope of Services, are the property of the CITY. As required by the application procedures, all original documents will be forwarded to the Funding Agency. One (1) copy of the entire application documents shall be forwarded to the CITY for its permanent records. GDS shall cooperate with the City if it becomes necessary for the processing of any Open Records Requests submitted to the City regarding this agreement under the Texas Public Information Act, Tex. Gov't Code Chap. 552.
- 6. Amendments to Letter of Agreement.** This contract may be amended only in writing and shall require the mutual consent of both parties. Should amendments be required which exceed the Scope of Services in Attachment A, GDS reserves the right to request additional compensation based on the scope of the additional services to be performed.
- 7. GDS Responsibilities.** GDS shall comply with the requirements of all applicable laws, rules and regulations and shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the Social Security, Workers' Compensation and Income Tax laws for compensation received for services rendered under this letter of agreement.
- 8. Termination of Agreement:** Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail.
- 9. Jurisdiction.** This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Coryell County, Texas.
- 10. Documentation:** All original documents prepared under this Agreement shall be the property of the City. All materials prepared for the City by the GDS, or provided to the GDS by the City, shall be returned to the City upon termination and/or completion of the project. The GDS shall cooperate fully with the City to comply with the mandates of the Texas Public Information Act.

The GDS shall also exercise due diligence to protect and preserve any privileged or confidential information belonging to the City that comes into the GDS's possession in the course of performing this Agreement.

**11. Independent:** It is hereby acknowledged and agreed that GDS is an independent contractor, and none of the officers, employees or agents of GDS are employees of the City.

**12. Indemnification:** GDS shall indemnify and hold the City harmless for any acts, errors or omissions of GDS, its employees or agents.

**13. Transferability:** This Agreement, and the obligations or rights created hereunder, shall not be assigned or transferred or encumbered without the express written consent of both parties.

**14. Inclusion:** This document, referred to herein as the Agreement, constitutes the whole and entire contract and understanding between the City and GDS. No additional documents or verbal representations shall be considered binding on the parties.

**EXECUTED** in duplicate originals to be effective this, the \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**For the City of Copperas Cove:**

**ATTEST:**

\_\_\_\_\_  
Andrea Gardner  
City Manager

\_\_\_\_\_  
Jane Lees  
City Secretary

**For the Grant Development Services, Inc.**

\_\_\_\_\_  
J Gandolf Burrus, President

## ATTACHMENT A

### PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

#### A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system
2. Maintenance of filing system
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCF regulations
5. Furnish Locality with necessary forms and procedures required for implementation of project
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TCF
7. Prepare and submit to Department documentation necessary for amending the TCF contract
8. Conduct re-assessment of environmental clearance for any program amendments
9. Prepare and submit quarterly reports (progress and minority hiring)
10. Prepare Recipient Disclosure Report form for Locality signature and submittal
11. Establish procedures to document expenditures associated with local administration of the project
12. Provide guidance and assistance to Locality regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property
  - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
  - Assist the Locality in negotiation with property owner(s)
13. Maintain TCF Property Management register for any property/equipment purchased or leased
14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TCF or HUD

B. Financial Management

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
7. Assist the Locality in establishing procedures to handle the use of any TCF program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to Department.
7. Assist Project Engineer in securing required clearances from the Architectural Barriers Commission, if required.
8. Assist Project Engineer in securing g required clearances from the Texas Historic Commission, if required.

D. Acquisition

1. Prepare required acquisition report(s).
2. Obtain documentation of ownership for Locality-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist Locality in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to Department.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist Locality in determining whether and/or what TCF contract activities will be carried out in whole or in part via force account labor.
  - Assist Locality in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCF contract activities.
  - Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.
6. Provide sample TCF contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to Department.

9. Verify construction contractor eligibility with Department.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Issue Notice of Start of Construction to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.

G. Relocation

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.

7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TCF audit guidelines.

**ATTACHMENT B**  
**TERMS AND CONDITIONS**

**PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR  
ARCHITECTURAL SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, The City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to The City for damages sustained by The City by virtue of any breach of the Contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due The City from the Firm is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least fifteen (15) days notice in writing to the Firm. If the Contract is terminated by the City as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between The City and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Firm from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. Reports and Information. The Firm, at such times and in such forms as The City may require, shall furnish The City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that The City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City shall retain such records, and any supporting documentation, for the greater of three years from close-out of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential (to the extent allowed by law) and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of The City.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save The City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of the City setting forth the provisions of this non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Downtown Revitalization Act of 1974. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City. No member of the governing body of City and no other officer, employee, or agent of City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract (beyond those of general citizenship and residency in the City) and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item I-1

Contact – Andrea M. Gardner, City Manager, 547-4221  
agardner@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to prepare and submit an application for a Texas Capital Fund Downtown Revitalization Program Grant.**

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#### 1. BACKGROUND/HISTORY

The goal of the Texas Capital Fund (TCF) Downtown Revitalization Program is to aid in the elimination of area slum/blight for Texas communities. These communities must also be designated as non-entitlement cities, generally having a population of less than 50,000. The Downtown Revitalization Program (DRP) can provide funding for renovation and/or construction of sidewalks, lighting, drainage and other infrastructure improvements in the city's downtown area. For 2007, the State is anticipating approximately \$73.3 million for non-entitlement communities. Of this, TCF will receive approximately \$10.5 million, with \$1,200,000 allocated for the Downtown Revitalization Program.

The TCF program is administered by the Texas Department of Agriculture (TDA), through an interagency agreement with the Office of Rural Community Affairs (ORCA).

The TCF Downtown Revitalization Program was created to improve the Texas economy. The program funds are a part of the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. The CDBG program is known as the Texas Community Development Program (TCDP) and is administered by ORCA. The TCDP is the largest state CDBG program in the nation. Of the cities eligible for TCF funds, approximately 75% have a population of less than 3,000 and approximately 40% have a population of less than 1,000.

The maximum amount an entity can apply for is \$150,000.

**2. FINDINGS/CURRENT ACTIVITY**

The grant funds will be used to complete certain improvements such as ADA accessible sidewalks in the Downtown area.

Grant Development Services, Inc. will work with city staff, engineer and other designated persons to prepare the DRP grant application.

**3. FINANCIAL IMPACT**

The contract amount equals \$6,000 plus hard itemized costs not to exceed \$1,500 for preparation and submission of the grant application. The hard itemized costs include photography, postage, illustrations and maps, duplicating and submitting required copies of the application.

The Downtown Association has agreed to pay \$6,000 for the preparation and submission of the grant application. Funding for the hard itemized costs not to exceed \$1,500 will be paid by the General Fund.

**4. OPTIONS/RECOMMENDATION**

City Staff recommends authorization be granted to the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to prepare and submit an application for a Texas Capital Fund Downtown Revitalization Program Grant.

**ORDINANCE NO. 2008-15**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ESTABLISHING PROCEDURES FOR THE CONSIDERATION OF ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY OF COPPERAS COVE.**

**WHEREAS**, the City desires to adopt an ordinance providing for the procedures for the consideration of economic development incentives and the use of economic development tools; and

**WHEREAS**, to be consistent in the consideration and review of new development and/or redevelopments within the City it is necessary to approve this Ordinance.

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**SECTION 1.**

That the City Council of the City of Copperas Cove, Texas, hereby approves the Procedures for the Consideration of Economic Development Projects Within the City, as described in **Exhibit A** attached hereto and made a part hereof all intents and purposes.

**SECTION 2.**

That this Ordinance shall be in full force and effect from and after its passage and adoption.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of May, 2008, at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code, §551.001, et.seq.* at which meeting a quorum was present and voting.

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Robert L. Reeves, Mayor Pro Tem

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

---

James R. Thompson, City Attorney

## **CITY OF COPPERAS COVE, TEXAS**

### **PROCEDURES FOR THE CONSIDERATION OF ECONOMIC DEVELOPMENT PROJECTS WITHIN THE CITY**

#### **1. Purpose of Procedures**

The City will consider the use of economic development incentives to promote new development and redevelopment where it can be demonstrated that an increase in tax revenue can be reasonably expected and the overall quality of life of the people who live or work in the City can be improved. This policy is applicable to any project within the City that requests economic development incentives from the City. For those proposed developments that meet the goals and criteria of the City, the City is willing to consider any applicable economic development tools authorized for use by home-rule cities in Texas.

The purpose of establishing these procedures is to establish a common understanding and consistent approach to guide developers, the City and the general public through a standardized process for the review of economic development proposals requested in the City.

#### **2. Goals of these Procedures**

- a. Provide clear consistent process for the consideration of economic development projects.
- b. Promote projects that encourage the realization of important City objectives including any of the following:
  - (i) Improvement of the City's infrastructure,
  - (ii) Increase in tax revenue,
  - (iii) Ensuring high quality, well planned developments,
  - (iv) Job creation, and
  - (v) Improvement of the quality of life in the City.

#### **3. Evaluation Procedures**

Each proposal for the consideration of economic development projects will be reviewed by the following procedures. Any portion of the Evaluation Procedures may be waived at any time at the discretion of the City.

- a. Prior to the submission of any proposal, the developer is required to request a pre-submission meeting with the City. The purpose of the pre-submission meeting is to address questions regarding the proposal, the review process and to give a general understanding of whether there is a reasonable expectation of City support for the proposed going forward.
- b. The Developer submits a proposal to the City.
- c. The City will conduct an initial evaluation to determine if additional information is required.
- d. Additional meetings with the developer will be held, if needed.
- e. Agreements will be prepared.
- f. The City Council will consider the recommendation of the City representatives who have evaluated the proposal and take action.

#### **4. Application Requirements**

Each application for the consideration of an economic development project shall include at a minimum:

- a. Project description;
- b. Public infrastructure requirements; and
- c. Economic development assistance needed.

# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item No. I-2

Contact – Andrea Gardner, City Manager, 547-4221  
agardner@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on adopting Ordinance 2008-15, establishing procedures for the consideration of economic development projects within the City of Copperas Cove.**

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#### 1. BACKGROUND/HISTORY

On June 21, 2007, the concept of a Public Improvement District (PID) was presented and discussed in a Special Meeting of the Copperas Cove City Council and Copperas Cove Economic Development Board. David Hawes, a consultant with Hawes Hill Calderon LLP, presented detailed information regarding the creation and purpose of a Public Improvement District. In July 2007, Hawes Hill Calderon LLP was hired by the Copperas Cove Economic Development Corporation to assist the City with the creation of a PID for the proposed development known as Mesa Verde II.

#### 2. FINDINGS/CURRENT ACTIVITY

Chapter 380 of the Local Government Code provides significant legislative authority for Texas municipalities in the area of economic development and provides Cities with the authority to make grants and loans. Chapter 380 of the Local Government Code requires that in order for a city to provide a grant or a loan, it must “establish a program” to implement the incentive. As such, adoption of Ordinance 2008-15 and its exhibit(s) provides compliance to Chapter 380 of the Local Government Code.

#### 3. FINANCIAL IMPACT

None.

#### 4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council adopt Ordinance 2008-15, establishing procedures for the consideration of economic development projects within the City of Copperas Cove.

# ALLEN BOONE HUMPHRIES ROBINSON LLP

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Timothy Austin  
Partner

December 5, 2007

Honorable Mayor and City Council  
City of Copperas Cove  
210 1<sup>st</sup> Street  
Copperas Cove, Texas

Re: Legal services

Dear Mayor and Council:

We appreciate the opportunity to represent the City of Copperas Cove (the "City") as legal counsel. Our experience has been that it is mutually beneficial to set forth the role and responsibilities of both our law firm and the client. That is the purpose of both this letter and the separate Standard Terms of Engagement for Legal Services that is enclosed with this letter.

## The Client

The client for this engagement is the City. This engagement letter does not create an attorney-client relationship with any related persons or entities, such as parents, subsidiaries, affiliates, employees, officers, directors, shareholders or partners, and any private or public entities developing property in the City or having business relationships with the City.

We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing. We understand that our client will be the City which is governed by its Board of Directors. We recognize that we shall be disqualified from representing any other client (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability that confidential information you furnished to us could be used to your disadvantage. You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with yours in litigation, business transactions, or other legal matters.

### Scope of Engagement

This representation relates to the City and its Economic Development Corporation's negotiations and implementation of a public improvement district or similar financing vehicle to provide for public services to an approximately 47-acre tract located in the extraterritorial jurisdiction of the City. For purposes hereof, we understand that the City is retaining Hawes Hill Calderon LLC ("HHC") at its development consultant in this matter and we may reasonably rely upon instructions from the HHC in the performance of legal services hereunder. In addition, our engagement shall be such other legal matters as may be requested by the City and agreed to by us in writing. This letter, when accepted by you, will evidence an agreement for this Firm to perform the described legal services, and such other legal services as we and the City may agree in writing from time to time.

### Fees

Fees related to general counsel services are based on hourly rates and will be based on the time spent by the lawyers and paralegal personnel who work on the matter. Billing rates for our attorneys vary according to the experience of the individuals. Our current billing rates for those attorneys in our section who you might ask to work on your matter range from \$180 an hour for the most junior associate to \$410 an hour for the most senior partner. In an effort to reduce overall legal costs, we utilize paralegal and administrative assistant personnel whenever appropriate. Time devoted by such paralegal personnel to client matters is currently charged at billing rates generally ranging from \$80 to \$170 per hour. Time devoted by such administrative assistant personnel to client matters is currently charged at billing rates generally ranging from \$20 to \$35 per hour. Billing rates for attorneys, paralegal and administrative assistant personnel are, from time to time, reviewed and adjusted.

The fees ultimately charged may be increased from time to time based upon a number of factors, such as the value of the services we render, the degree of experience we have in performing our services, our efficiency in handling your matter, the size of the matter, and the results we achieve.

### Other Charges

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The basis upon which we establish these other charges is set forth in the Standard Terms of Engagement For Legal Services.

### Cooperation

To enable us to render effectively the legal services contemplated, the City agrees to disclose fully and accurately all facts and keep us informed of all developments relating to the City. We necessarily must rely on the accuracy and completeness of the facts and information you and your agents provide to us.

### Investment Disclosures

Many of the Firm's lawyers, directly or beneficially, own interests in corporations and other entities or in real property. Although our computerized system used for checking conflicts of interest tracks all investments made in the name of the Firm, it does not contain data as to investments made individually by each of the Firm's lawyers. If you are at all concerned about these individual investments, we will be pleased to canvass our lawyers about their individual investments in any entity or entities about which you may be concerned.

### Withdrawal or Termination

Our relationship is based upon mutual consent and you may terminate our representation at any time, with or without cause, by providing 30 days written notice to us. Your termination of our services will not affect your responsibility for payment of fees for legal services rendered and of other charges incurred before termination and in connection with an orderly transition of the matter.

We are subject to the rules of professional conduct for the jurisdictions in which we practice, which list several types of conduct or circumstances that require or allow us to withdraw from representing a client, including for example, nonpayment of fees or costs, misrepresentation or failure to disclose material facts, fundamental disagreements, and conflict of interest with another client. We try to identify in advance and discuss with our client any situation which may lead to our withdrawal, and if withdrawal ever becomes necessary, we give the client 30 days written notice of our withdrawal. If we elect to withdraw for any reason, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of withdrawal.

If the foregoing, including the items set forth in the enclosed Standard Terms of Engagement For Legal Services, correctly reflects your understanding of the terms and

City of Copperas Cove  
December 5, 2007  
Page 4

conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to the undersigned.

Very truly yours,

ALLEN BOONE HUMPHRIES ROBINSON  
LLP

By:   
Timothy Austin, Partner

AGREED TO AND ACCEPTED

CITY OF COPPERAS COVE

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

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

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

**ALLEN BOONE HUMPHRIES LLP**

*Standard Terms of Engagement  
for Legal Services*

This statement sets forth certain standard terms of our engagement as your lawyers and is intended as a supplement to the engagement letter that we have with you as our client. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you as reflected in the engagement letter. Therefore, we ask that you review this statement carefully and contact us promptly if you have any questions. We suggest that you retain this statement in your file with the engagement letter.

**The Scope of Our Work**

You should have a clear understanding of the legal services we will provide. Any questions that you have should be dealt with promptly.

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter, and absent an express agreement to the contrary does not include any affiliates of such person or entity (e.g., if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). If you believe this engagement includes additional entities or persons as our clients you should inform us immediately.

It is also our policy that the attorney-client relationship will be considered terminated upon our completion of any services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to the terms of engagement that we agree on at that time.

This engagement shall be subject to the Texas Disciplinary Rules of Professional Conduct.

**Who Will Provide the Legal Services**

Customarily, each client of the firm is served by a principal attorney contact. The principal attorney should be someone in whom you have confidence and with whom you enjoy working. You are free to request a change of principal attorney at any time. Subject to the supervisory role of the principal attorney, your work or parts of it may be performed by other lawyers and legal assistants in the firm. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. Whenever practicable, we will advise you of the names of those attorneys and legal assistants who work on your matters.

### **How Our Fees Will Be Set**

Generally, except as otherwise provided in the engagement letter, our fees are based on the time spent by the lawyers and paralegal personnel who work on the matter. We will charge for all time spent in representing your interests, including, by way of illustration, telephone and office conferences with you and your representatives, consultants (if any), opposing counsel, and others; conferences among our legal and paralegal personnel; factual investigation; legal research; responding to your requests for us to provide information to your auditors in connection with reviews or audits of financial statements; drafting letters and other documents; and travel. We will keep accurate records of the time we devote to your work in units of quarters of an hour.

The hourly rates of our lawyers and legal assistants are reviewed and adjusted annually on a Firm-wide basis to reflect current levels of legal experience, changes in overhead costs, and other factors.

Although we may from time to time, at the client's request, furnish estimates of legal fees and other charges that we anticipate will be incurred, these estimates are by their nature inexact (due to unforeseeable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

### **Additional Charges**

In addition to our fees, there will be other charges for items incident to the performance of our legal services, such as photocopying, messengers, travel expenses, long-distance telephone calls, facsimile transmissions, postage, overtime for secretaries and other non-legal staff, specialized computer applications such as computerized legal research, and filing fees. The current basis for these charges is set forth below. The Firm will review this schedule of charges on an annual basis and adjust them to take into account changes in the Firm's costs and other factors.

#### Duplicating

The Firm charges 15 cents per page.

#### Courier Services

The Firm charges an amount which generally represents cost including the distribution service provided by the Firm. Depending on the volume of work performed by a service provider, the Firm may receive a volume discount during a particular accounting period for which no adjustment is made on an individual client's bill.

#### Computer Aided Legal Research (CALR)

Third party providers of CALR services charge the Firm amounts each month based on the type, extent, and duration of the services provided. The Firm charges clients for client research only based on the computed cost to the Firm for the use of the services. This cost is monitored and revised periodically to achieve an average "at cost" rate for clients.

#### Telefax

The Firm charges \$1.00 per page for outgoing telefaxes, which includes all telephone costs.

#### Travel-Related Expenses

Airfare, meals, and related travel expenses charged to the client represent actual, out-of-pocket cost. Depending on the volume of both Firm and personal travel, the Firm may receive beneficial services, including airline tickets from its travel agent for which no adjustment is made on an individual client's account. In addition, credits earned under the Frequent Flyer Programs accrue to the individual traveler and not to the Firm.

#### All Other Costs

The Firm charges actual disbursements for third-party services like court reporters, expert witnesses, etc., and may recoup expenses reasonably incurred in connection with services performed in-house, such as mail services, secretarial overtime, file retrieval, etc.

Unless special arrangements are otherwise made, fees and expenses of others (such as experts, investigators, consultants and court reporters) will be the responsibility of, and billed directly to, the client. Further, all invoices in excess of \$500 will be forwarded to the client for direct payment.

### **Billing Arrangements and Terms**

Our billing rates are based on the assumption of prompt payment. Consequently, unless other arrangements are made, fees for services and other charges will be billed monthly and are payable within thirty days of receipt.

## **Advances**

Clients of the firm are sometimes asked to deposit funds as an advance payment with the firm. The advance payment will be applied first to payment of charges for such items as photocopying, messengers, travel, etc., as more fully described above, and then to fees for services. The advance will be deposited in our client advance account and we will charge such other charges and our fees against the advance and credit them on our billing statements. In the event such other charges and our fees for services exceed the advance deposited with us, we will bill you for the excess monthly or may request additional advances. Any unused portion of amounts advanced will be refundable at the conclusion of our representation.

## **Client and Firm Documents**

We will maintain any documents that you furnish to us in our client file (or files) for this matter. At your request, we will return your documents to you at the conclusion of the matter (or earlier, if appropriate). It is your obligation to tell us which, if any, of the documents that you furnish us that you want returned. We will return those documents to you promptly after our receipt of payment for outstanding fees and charges. Our own files pertaining to this matter, including the work performed by our attorneys, will be retained by the firm. Any documents retained by the firm will be kept for a certain period of time, and ultimately we will destroy them in accordance with our record retention program schedule then in effect.

# **City of Copperas Cove City Council Agenda Item Report**

**May 20, 2008**

## **Agenda Item No. I-3**

**Contact – Andrea Gardner, City Manager, 547-4221**  
agardner@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on approving a contract for legal services between the City of Copperas Cove and Allen Boone Humphries Robinson LLP.**

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### **1. BACKGROUND/HISTORY**

On June 21, 2007, the concept of a Public Improvement District (PID) was presented and discussed in a Special Meeting of the Copperas Cove City Council and Copperas Cove Economic Development Board. David Hawes, a consultant with Hawes Hill Calderon LLP, presented detailed information regarding the creation and purpose of a Public Improvement District. In July 2007, Hawes Hill Calderon LLP was hired by the Copperas Cove Economic Development Corporation to assist the City with the creation of a PID for the proposed development known as Mesa Verde II. City Staff has concluded that the development of the property will best be accomplished through an economic development agreement, entered into pursuant to the provisions of Chapter 380 of the Texas Local Government Code.

### **2. FINDINGS/CURRENT ACTIVITY**

The negotiations and implementation of a public improvement district or similar financing vehicle to provide for public services requires legal specialization in order to protect the interest of the City of Copperas Cove.

### **3. FINANCIAL IMPACT**

City Staff has requested the Copperas Cove Economic Development Corporation to provide the required funds under the contract. Upon approval of the contract, the Copperas Cove EDC will consider the approval of funds at a future Copperas Cove Economic Development Corporation Board Meeting. Should the contract funding not be approved by the Copperas Cove EDC, City Staff will present a funding request to the City Council on a future City Council Agenda.

The funds required for legal counsel will be repaid per Section 4(b) of the Economic Development Agreement as follows:

“The City shall retain initial funds available for Grant Payments for the purpose of reimbursing itself and the Copperas Cove Economic Development Corporation for all legal and consulting fees paid with respect to this Agreement.”

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council approve a contract for legal services between the City of Copperas Cove and Allen Boone Humphries Robinson LLP.

## ECONOMIC DEVELOPMENT AGREEMENT

This **ECONOMIC DEVELOPMENT AGREEMENT** (the "Agreement") by and between the **CITY OF COPPERAS COVE, TEXAS**, a Texas home-rule municipality ("City"), and **MESA VERDE PARTNERSHIP** a Texas limited partnership (the "Developer"), is entered into as of \_\_\_\_\_, 2008 (the "Effective Date").

**WHEREAS**, Developer is the owner of that certain tract of land described in **Exhibit A** attached hereto and incorporated herein for all purposes (the "Property"), on which the Developer intends to construct an approximately 95 home residential subdivision (the "Project"); and

**WHEREAS**, Developer is willing to petition for annexation of that portion of the Property not currently within the City's limits ("Phase II Property") into the City, and the Developer and the City have determined that the development of the Property will best be accomplished through an economic development agreement, entered into pursuant to the provisions of Chapter 380, Texas Local Government Code; and,

**WHEREAS**, the City and Developer conformed to the Procedures for the Consideration of Economic Development Projects within the City in reviewing the contemplated economic development project;

**WHEREAS**, the City and Developer agree that the provisions of this Agreement substantially advance a legitimate interest of the City;

**NOW, THEREFORE**, for and in consideration of the promises and the mutual agreements set forth herein, the City and Developer hereby agree as follows:

1. The Project. The Developer intends to construct (or cause to be constructed) the Project, on the Property, to be served by the City with water and other utility services.

2. Developer Contribution; Water Service for the Project. To develop the Project, the City requires additional water supply capacity, which requires the construction of additional municipal water facilities costing approximately \$1,320,750 (the "Water Improvements"). The Developer agrees to contribute \$700,000 (the "Developer Contribution") to be used by the City solely for the construction of the Water Improvements by the City. Within 10 days of the Effective Date, the Developer shall provide evidence that Developer's lender has set aside \$700,000 to comply with this Agreement, either in the form of a letter of credit or any other binding agreement with the bank in a form acceptable to the City. The Developer shall remit the Developer Contribution to the City in readily available funds within 30 days of a written request therefor by the City, or at such time as the City has paid its share of the costs of the Water Improvements (the "City Contribution"), whichever date is later. The City

Contribution is calculated by subtracting the Developer Contribution from the total cost of Water Improvements. For example, if the total cost of Water Improvements is \$1,320,750, then the City Contribution is \$620,750. The City agrees to hold the Developer Contribution to be used solely for the Water Improvements, and to fund the remaining costs of the Water Improvements from current funds of the City. Upon completion of the Water Improvements, the City shall make water capacity available to the Project sufficient to meet its needs as it develops.

3. Annexation of the Property to the City. The Developer shall submit a petition for annexation of the Phase II Property to the City in a form acceptable to the City as soon as practicable following the Effective Date. The City shall thereafter commence annexation of the Phase II Property in accordance with applicable Texas law. The use of the Developer Contribution by the City for the Water Improvements is contingent upon the annexation of the Phase II Property by December 31, 2008.

4. Grant Payments.

(a) In consideration of the completion of the economic benefits of the Project to the City, as well as the Developer Contribution, the City agrees to provide economic development grant payments (the "Grant Payments") to the Developer in the amount of \$700,000, plus interest as provided in Subsection (d). The Grant Payments shall consist of annual payments of an amount equal to the ad valorem tax revenues received by the City from tax accounts located within the Property, less the ad valorem taxes received by the City, respectively, within the Property attributable to the Base Value (the "Project Tax Increment"). "Base Value" means the cumulative taxable valuation of all taxable property within the Property as certified by the Coryell County Appraisal District for the tax year beginning January 1, 2008.

(b) The Grant Payments shall be remitted to the Developer on or before June 1 of each year through the tax year 2022 (payable as received through 2023) with respect to the Project Tax Increment received as of that date from the City's ad valorem property taxes levied in the prior calendar year, plus all previous years for which Grant Payments are due under this Agreement. Grant Payments shall commence the June 1 following the Effective Date, and shall cease upon the earlier of either (1) when cumulative Grant Payments equal \$700,000, plus interest; or (2) the last annual payment for the tax year 2022 (payable as received through 2023). Notwithstanding the above, the City shall retain initial funds available for Grant Payments for the purpose of reimbursing itself and the Copperas Cove Economic Development Corporation for all legal and consulting fees paid with respect to this Agreement. The first Grant Payment shall commence after the City and Copperas Cove Economic Development Corporation have been so reimbursed.

(c) Although the calculation of the Grant Payment is computed with reference to ad valorem taxation, the City may make such payments from any lawfully

available source and ad valorem taxes are not pledged to such payment; provided that the City agrees to set aside funds from lawfully available sources in each budget year sufficient to timely make the annual Grant Payment. Amounts payable under this Article shall constitute economic development funds under Art. III, Sec. 52-a, Texas Constitution, and therefore are not considered to be a constitutional debt of the City. The obligations of the City are strictly limited to the amount computed in accordance with this Section; the parties acknowledge that the Grant Payments may be reduced due to the effect of a lowering of the City's tax rate (resulting from a rollback election, future State or Federal legislation limiting City taxation, or otherwise).

(d) Interest on the unpaid Grant Payments (up to \$700,000) shall accrue at a rate of 7.35 percent per annum, compounded annually. Interest shall be calculated on the basis of a year of 360 days and the actual days elapsed (including the first day but excluding the last day) occurring in the period for which such interest is payable, unless such calculation would result in a usurious rate, in which case interest shall be calculated on the per annum basis of a year of 365 or 366 days, as applicable, and the actual days elapsed (including the first day but excluding the last day).

5. Default, Remedies. A party to this Agreement that believes that the other party to this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party under this Agreement shall give written notice of the default to the defaulting party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached, what specific action must be taken to cure or correct the default, and requesting that the City Council of the City provide the parties an opportunity to be heard in public session to discuss the default at the next scheduled city council meeting. The City Council, after review of such request, shall determine whether to provide the parties the opportunity to be heard in public session to discuss the default at the next scheduled city council meeting. Should the party receiving the notice fail to commence action to correct the default within 30 days and/or thereafter fail to diligently pursue the completion of the action to correct the default, or should City Council determine not to hear the matter, the party giving the notice of default may exercise other available remedies at law and in equity. Notwithstanding the foregoing, the parties hereto shall have all remedies provided at law and in equity with respect to this Agreement.

6. Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any, joint enterprise.

7. Construction and Interpretation.

(a) Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and

neuter genders, and vice versa, and (ii) use of the words “including,” “such as,” or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as “without limitation,” or “but not limited to,” are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement, term or matter.

(b) The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

(c) This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one complete document.

**8. INDEMNIFICATION AND HOLD HARMLESS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DEVELOPER OBLIGATES ITSELF TO THE CITY TO FULLY AND UNCONDITIONALLY PROTECT, INDEMNIFY AND DEFEND THE CITY OF COPPERAS COVE, ITS OFFICERS, AGENTS AND EMPLOYEES, AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITY FOR INJURIES TO PROPERTY, INJURIES TO PERSONS (INCLUDING DEVELOPER’S EMPLOYEES), INCLUDING DEATH, AND FROM ANY OTHER COSTS, EXPENSES, REASONABLE ATTORNEY FEES, CLAIMS, SUITS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION HERewith, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. THIS INDEMNIFICATION AND SAVE HARMLESS SHALL APPLY TO ANY IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY.**

9. Miscellaneous Provisions.

(a) Actions Performable. The City and the Developer agree that all actions to be performed under this Agreement are performable solely in Coryell County, Texas.

(b) Assignability. Neither party may assign its rights and duties under this Agreement without the written consent of the other party; provided that the Developer may assign its rights to the Grant Payments to a lender or any other entity upon written

notice to the City, effective not fewer than 30 days from the date of receipt of such notice.

(c) Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Parties.

(d) Complete Agreement. This Agreement represents the complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.

(e) Exhibits. All exhibits attached to this Agreement are incorporated herein reference and expressly made part of this Agreement as if copied verbatim.

(f) Notice. Any notice or demand which either the City or the Developer is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

If to the City:

City of Copperas Cove, Texas  
507 South Main Street  
Copperas Cove, Texas 76522  
Attention: City Manager

or any other address or addresses which the Developer may be notified of in writing by the City;

If to the Developer:

**Mesa Verde Partnership**

Mesa Verde Partnership  
1406 South FM 116, Suite C  
Copperas Cove, Texas 76522  
Attention: James W. Clark

or such other address or addresses which the City may be notified in writing by the Developer.

Such notice shall be deemed to have been served (a) four business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost,

destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed, improperly addressed or delayed by the courier; provided, however, that should such notice pertain to the change of address to either of the parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

(g) Force Majeure. The Developer and the City agree that the obligations of each party shall be subject to force majeure events such as natural calamity, fire or strike.

10. Effective Date. This Agreement shall be binding and take effect only upon both parties signature hereto, attachment of all required exhibits, receipt by City of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date indicated on the first page hereof.

11. Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Development Agreement are true and are adopted and made a part of the body of this agreement, binding the parties hereto, as if the same were fully set forth herein.

12. Representation of Authority. The City represents and warrants to the Developer that the City is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein, and has the legal authority to reimburse the Developer as provided in this Agreement. The Developer represents and warrants to the City that it has the requisite authority to enter into this Agreement and is a proper party to this Agreement.

13. Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the City and Developer, respectively.

14. Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Developer and the City. In the event any part, provision or paragraph thereof shall become unenforceable by reason of judicial decree or determination the parties hereto mutually agree to the extent possible to ensure that all other provisions of the agreement including the intent of the Agreement be honored and performed.

[Remainder of page left blank.]

CITY:

CITY OF COPPERAS COVE,

\_\_\_\_\_  
Mayor

ATTEST:

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

DEVELOPER:

MESA VERDE PARTNERSHIP

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

Name: \_\_\_\_\_  
General Partner

## EXHIBIT A

### MESA VERDE AT SKYLINE, PHASE II

BEING a 42.979 acre tract of land situated in the M.A. BOULDIN SURVEY, ABSTRACT No. 1303, Coryell County, Texas and being a part or portion of that certain 275.26 acre tract (Exhibit "A") described in a Warranty Deed with Vendor's Lien dated April 5, 1991 from the Citizens State Bank of Lometa to Copperland, Inc. and being of record in volume 499, Page 886, Coryell County Public Records and being a part or portion of that certain 65.269 acre tract described in a Deed dated September 9, 1996 from JWC, Inc to DDA Partnership and being of record in Document Number 110117, Coryell County Public Records and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod found being the northeast corner (calls ½" iron rod) of the MESA VERDE AT SKYLINE SUBDIVISION of Coryell County, Texas and being of record in Cabinet B, Slide 544, Plat Records of Coryell County, Texas for corner;

THENCE S. 85° 46' 51" W., 439.34 feet with the north boundary line of the said MESA VERDE AT SKYLINE SUBDIVISION to a ½" iron rod found (calls ½" iron rod) being the northwest corner of the said MESA VERDE AT SKYLINE SUBDIVISION and being in the west boundary line of the said 275.26 acre tract and being in the east boundary line of that certain 251.000 acre tract of land described in a Deed to Raiford Williams being of record in Volume 271, Page 277, Deed Records of Coryell County, Texas for corner;

THENCE N. 18° 18' 36" E., 386.94 feet departing the said MESA VERDE AT SKYLINE SUBDIVISION and with the said east and west boundary lines to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

THENCE departing the said east and west boundary lines and over and across the said 275.26 acre tract and the said 65.269 acre tract the following thirty-four (34) calls:

- (1) N. 64° 09' 46" E., 871.87 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (2) N. 38° 03' 01" E., 67.86 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (3) N. 28° 26' 48" W., 321.66 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (4) N. 00° 52' 37" W., 213.55 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (5) N. 17° 49' 14" E., 102.98 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (6) N. 28° 17' 33" E., 64.79 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (7) N. 37° 00' 32" E., 362.41 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (8) N. 33° 15' 59" E., 122.72 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;



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Page 1 of 3

- (9) N. 18° 32' 40" E., 107.57 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (10) N. 08° 36' 48" E., 478.11 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (11) N. 16° 43' 28" E., 184.19 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (12) N. 25° 39' 26" E., 189.93 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (13) N. 41° 15' 34" E., 226.05 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (14) S. 48° 10' 53" E., 455.26 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (15) S. 36° 09' 28" W., 106.82 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (16) S. 25° 06' 17" W., 109.19 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (17) S. 08° 23' 15" W., 382.36 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (18) S. 04° 32' 25" W., 161.31 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (19) S. 06° 54' 52" W., 200.48 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (20) S. 29° 42' 20" W., 207.14 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (21) S. 45° 17' 37" W., 221.29 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (22) S. 29° 07' 23" W., 124.18 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (23) S. 03° 44' 25" W., 158.11 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (24) S. 52° 43' 22" E., 72.03 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (25) S. 44° 50' 28" E., 162.33 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (26) S. 31° 42' 36" E., 153.01 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;

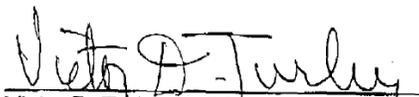


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- (27) S. 11° 52' 58" E., 266.34 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (28) S. 01° 36' 50" E., 161.36 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (29) S. 71° 50' 33" W., 129.21 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (30) S. 73° 54' 09" W., 203.59 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (31) S. 89° 47' 18" W., 157.11 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (32) S. 75° 57' 35" W., 341.02 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (33) S. 64° 09' 46" W., 283.39 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (34) S. 67° 33' 28" W., 160.20 feet to the Point of BEGINNING and containing 42.980 acres of land.

\*\*\*\*\*

I, Victor D. Turley, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that these field notes are a correct representation of a survey made on the ground.

  
 Victor D. Turley, R.P.L.S.#2475  
 July 1, 2004



Bearing base: N. 85° 46' 51" E., 439.84 feet north boundary line MESA VERDE AT SKYLINE SUBDIVISION of Coryell County, Texas being of record in Cabinet B, Slide 544, Plat Records of Coryell County, Texas.

See attached surveyors sketch that accompanies this set of field notes (ref: Turley Associates, Inc. drawing no. 11266-D)



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PROPOSED MESA VERDE AT SKYLINE SUBDIVISION

PHASE 3

A tract of land currently proposed to be platted and developed as "Mesa Verde at Skyline Phase III, a Subdivision of City of Copperas Cove, Coryell County, Texas" more specifically described by the following and Exhibit "A" attached hereto :

Beginning rear corner of Lot 21 Block 1 Mesa Verde at Skyline Phase II from which the south west corner of said Mesa Verde at Skyline Phase II bears S 18° 18' 36" W a distance of 386.94 feet;

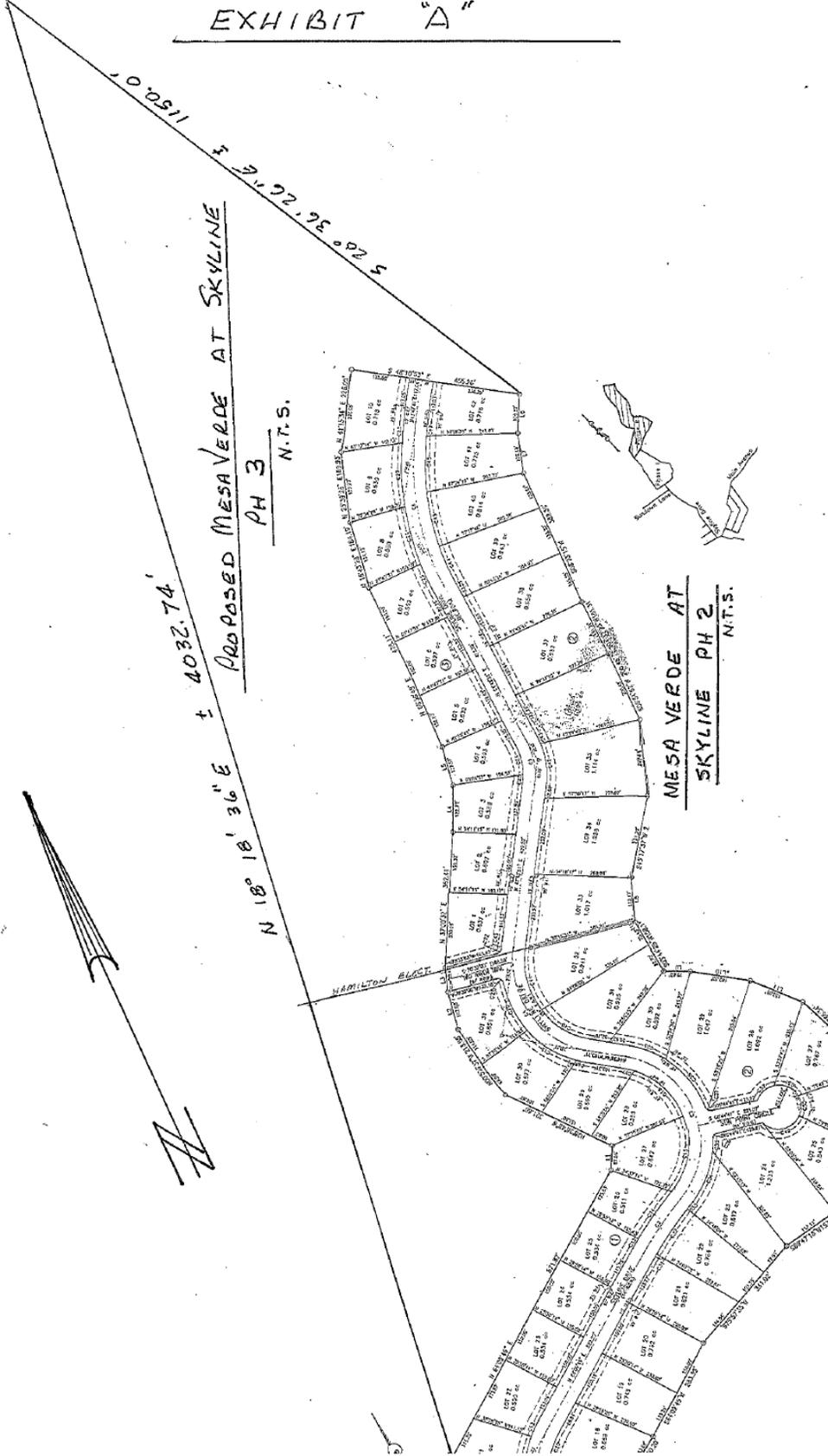
THENCE N 18° 18' 36" E ± 4032.74 feet with west property boundary for a corner of this;

THENCE S 20° 36' 26" E ± 1150.0 feet for a corner of this being also the Northeast corner of Mesa Verde at Skyline Phase II Subdivision;

THENCE N 48° 10' 53" W 455.26 feet with north boundary of Mesa Verde at Skyline Phase II to the north west corner of said Mesa Verde at Skyline Phase II;

THENCE with western boundary of Mesa Verde at Skyline Phase II to the point of beginning of this tract containing approximately 37 acres.

EXHIBIT "A"



# **City of Copperas Cove**

## **City Council Agenda Item Report**

**May 20, 2008**

### **Agenda Item No. I-4**

**Contact – Andrea M. Gardner, City Manager, 547-4221**  
agardner@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on approving an economic development agreement between the City of Copperas Cove and Mesa Verde Partnership.**

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#### **1. BACKGROUND/HISTORY**

On June 21, 2007, the concept of a Public Improvement District (PID) was presented and discussed in a Special Meeting of the Copperas Cove City Council and Copperas Cove Economic Development Board. David Hawes, a consultant with Hawes Hill Calderon LLP, presented detailed information regarding the creation and purpose of a Public Improvement District. In July 2007, Hawes Hill Calderon LLP was hired by the Copperas Cove Economic Development Corporation to assist the City with the creation of a PID for the proposed development known as Mesa Verde II. City staff has concluded that the development of the property will best be accomplished through an economic development agreement, entered into pursuant to the provisions of Chapter 380 of the Texas Local Government Code. The preliminary development plan anticipates construction of 95 single family homes.

#### **2. FINDINGS/CURRENT ACTIVITY**

The development at Mesa Verde II and III would not occur but for the use of the attached Economic Development Agreement, as the City recognizes its inability to provide the required additional water supply capacity. Current funding limitations of the City are projected to prevent the City from providing this capacity until the year 2014 without the generation of additional revenue. Thus, the attached agreement provides for a developer contribution of \$700,000 to be used by the City solely for the construction of the Water Improvements by the City. The funds contributed by the developer are to be repaid by the City to the developer in the form of economic development grant payments. The City is granted the authority under Chapter 380 of the Texas Local Government Code to make grants and loans in the area of economic development.

Additionally, the agreement requires annexation of the Phase II property to the City in a form acceptable to the City as soon as practicable following the effective date.

**3. FINANCIAL IMPACT**

The purpose of the Economic Development Agreement is to provide the water supply capacity required for the development through the use of the developer contribution. The City's repayment of the contribution to the developer will be provided by the ad valorem tax revenues received by the City from tax accounts located within the property. Thus, the City improvements required for the development will be paid for by the taxpayers within the development.

The total cost of the required water improvements is projected to be \$1,320,750, with the City providing \$620,750 from the 2008 Tax Notes and the developer providing \$700,000.

The City will add the base value of the property as certified by the Coryell County Appraisal District for the 2008 tax year to its existing tax rolls.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council approve an economic development agreement between the City of Copperas Cove and Mesa Verde Partnership.

## **RESOLUTION 2008-16**

### **A RESOLUTION CALLING AND ESTABLISHING PROCEDURES FOR A RUNOFF ELECTION TO BE HELD ON JUNE 7, 2008, IN COPPERAS COVE, TEXAS.**

**WHEREAS,** at a special meeting held on May 16, 2008 for the purpose of canvassing the general election of May 10, 2008, it was declared that a runoff election would be required for Council Positions Six (6) and Seven (7); and

**WHEREAS,** Council Position Six (6) will be determined between Willie C. Goode and John F. Gallen; and

**WHEREAS,** Council Position Seven (7) will be determined between Frank Seffrood and Joseph Solomon; and

**WHEREAS,** the laws of the State of Texas and the Charter of the City of Copperas Cove, Texas provide that on June 7, 2008, there will be an election held to consider a runoff election; and

**WHEREAS,** the laws of the State of Texas and the Charter of the City of Copperas Cove, Texas, further provide that the Election Code of the State of Texas is applicable to said election and in order to comply with said Code, a Resolution and Order of Election should be passed establishing the procedure to be followed in said election as outlined below:

### **NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

1. That a Runoff Election will be held on June 7, 2008, at City Hall, 507 South Main Street, Copperas Cove, Texas, with the polls open from 7:00 a.m. to 7:00 p.m.
2. That the order in which the names of the candidates are to be printed on the ballot were determined immediately after the canvass on May 16, 2008, by a drawing in the Council Chambers of the City of Copperas Cove at 5:30 p.m. at City Hall, 507 South Main Street.
3. That only resident qualified voters of said City shall be eligible to vote.
4. That Mary Howell shall be appointed Presiding Election Judge and Rita Burgess shall be appointed as Alternate Presiding Election Judge. The clerks for the election will be appointed by the Presiding Election Judge in a number not to exceed three (3) clerks for Election Day. The Presiding Election Judge will be paid \$10.00 per hour. The Alternate Presiding Election Judge and clerks will be paid \$8.00 per hour.

5. That Mary Howell shall be appointed to serve as the Early Voting Ballot Board Presiding Officer.
6. That City Secretary, Jane Lees, will conduct early voting. The City Secretary will appoint deputy early voting clerks to assist her. Early voting for the above designated election shall be held in the City Hall Council Chambers, 507 South Main Street, within said City.

Early voting days and hours will be:

Tuesday	May 27, 2008	7 am – 7 pm
Wednesday	May 28, 2008	8 am – 5 pm
Thursday	May 29, 2008	7 am – 7 pm
Friday	May 30, 2008	8 am – 5 pm
Monday	June 2, 2008	8 am – 5 pm
Tuesday	June 3, 2008	8 am – 5 pm

7. That applications for ballot by mail shall be mailed to City Secretary, P.O. Drawer 1449, Copperas Cove, Texas 76522. Applications may be received until the close of business on Friday, May 30, 2008.
8. That all ballots shall be prepared in accordance with Texas Election Code. Paper ballots shall be used only for early voting by mail. The eSlate Direct Recording Electronic (DRE) Voting System shall be used for early voting by personal appearance and voting on Election Day.
9. That said election shall be held in accordance with the Elections Code and the State of Texas. Notice of said elections shall be given in accordance with the terms and provisions of the Elections Code and the City Secretary is hereby instructed to have said notice posted and published in accordance with State Law.
10. That a copy of this order shall also serve as a Writ of Election, which shall be delivered to the above-appointed Presiding Election Judge for said elections.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of May 2008, at a Regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code, §551.001, et.seq.* at which meeting a quorum was present and voting.

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Robert L. Reeves, Mayor Pro Tem

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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James R. Thompson, City Attorney

# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item No. I-5

Contact – Jane Lees, CMC, City Secretary, 547-4221  
jlees@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on Resolution No. 2008-16, calling and establishing procedures for a runoff election to be held on June 7, 2008, in Copperas Cove, Texas.**

---

#### 1. BACKGROUND/HISTORY

The canvass for the May 10, 2008 general election was held on May 16, 2008, the sixth day after election day. In May elections the canvass may be made as early as the third day after election day, but no later than the 11th day after election day, as long as there are no unprocessed provisional ballots and no unreturned out of country ballots.

There were no majority winners in the general election, therefore, a runoff election must be called.

#### 2. FINDINGS/CURRENT ACTIVITY

The canvass on May 16, 2008 declared that that Council Member Positions Six (6) and Seven (7) will have a runoff election. The runoff election ballot will contain the following positions and candidates:

##### **Council Position Six**

John F. Gallen  
Willie C. Goode

##### **Council Position Seven**

Frank Seffrood  
Joseph Solomon

The winners for Council Member Positions Six and Seven will take the oath of office at the second regularly scheduled meeting after the election, which is July 1, 2008. The oath of office will be administered at that time by the City Secretary.

**3. FINANCIAL IMPACT**

Estimated cost for the runoff election is \$11,000.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends approval of Resolution No. 2008-16, calling and establishing procedures for a runoff election to be held on June 7, 2008, in Copperas Cove, Texas.

**ORDINANCE NO. 2008-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS CANVASSING RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION, HELD ON MAY 10, 2008, FOR PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF COPPERAS COVE, AND CONTAINING OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSES HEREOF, AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** this City Council duly authorized a special election to be held within the City of Copperas Cove, Texas (the "City") on May 10, 2008, for the purpose of submitting to the resident qualified electors of the City the propositions hereinafter set forth; and

**WHEREAS,** this City Council has investigated all matters pertaining to said special election; and

**WHEREAS,** the election officer who held said election has duly made the returns of the results thereof, and said returns have been duly delivered to this City Council; and

**WHEREAS,** it is officially found and determined that the said election was duly ordered, that proper notice thereof was duly given, that proper election officers were duly appointed prior to said election, that said election was duly and lawfully held, that due returns of the results of said election have been made and delivered, and that this City Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said election; and

**WHEREAS,** the language in Proposition 18 encompasses Proposition 19, therefore, Article III, Section 3.13(a) of the Charter shall be changed to reflect the language in Proposition 18.

**NOW, THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**SECTION 1.**

Findings. The statements contained in the preamble of this Ordinance are true and correct and are adopted as findings of fact and operative provisions hereof.

**SECTION 2.**

Votes Cast. It is further officially found and determined that the following votes were cast at said election on the submitted propositions by the resident qualified electors of the City who voted at said election by **1,373** valid and legal voters:

**PROPOSITION NO. 1 (PROPUESTA NO. 1)**

Shall Article I, Section 1.05 of the City Charter be amended to limit the city's use of eminent domain for public use only. (*¿Debería enmendarse el Artículo I, Sección 1.05 de la Carta Orgánica de la Ciudad para limitar el uso del dominio eminente exclusivamente para fines públicos?*)

	FOR	AGAINST
EARLY VOTING	765	79
ELECTION DAY	352	58
<b>TOTAL</b>	<b>1117</b> (89.07%)	<b>137</b> (10.93%)

**PROPOSITION NO. 2 (PROPUESTA NO. 2)**

Shall Article II, Section 2.01 of the City Charter be amended to read, "The council shall be composed of a mayor and seven (7) council members. The mayor and all council members shall be elected from the city at large, and each council member shall occupy a position on the council, such positions being numbered one (1) through seven (7) consecutively." (*¿Debería enmendarse el Artículo II, Sección 2.01 de la Carta Orgánica de la Ciudad para que diga lo siguiente?: "El concejo estará compuesto por un alcalde y siete (7) miembros del concejo. El alcalde y los miembros del concejo serán elegidos para representar a la ciudad en su conjunto. Cada miembro ocupará un puesto dentro del concejo, y cada puesto estará numerado del uno (1) al siete (7), de manera consecutiva".*)

	FOR	AGAINST
EARLY VOTING	817	47
ELECTION DAY	394	29
<b>TOTAL</b>	<b>1211</b> (94.09%)	<b>76</b> (5.91%)

**PROPOSITION NO. 3 (PROPUESTA NO. 3)**

Shall Article II, Section 2.03 of the City Charter be amended to read, “The mayor shall preside at all meetings of the city council and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of martial law, but shall have no day-to-day administrative duties other than signatory duties where the mayor signs a variety of documents to give them official legal effect.” *(¿Debería enmendarse el Artículo II, Sección 2.03 de la Carta Orgánica de la Ciudad para que diga: “El alcalde presidirá en todas las reuniones del concejo municipal, y será reconocido como el primer mandatario del gobierno municipal para fines ceremoniales y por el gobernador para fines relacionados a la ley marcial, pero no tendrá ninguna función administrativa diaria además de las de firmar ciertos documentos para que surtan efectos legales.”?)*

	FOR	AGAINST
EARLY VOTING	602	263
ELECTION DAY	274	153
<b>TOTAL</b>	<b>876</b>	<b>416</b>
	(67.80%)	(32.20%)

**PROPOSITION NO. 4 (PROPUESTA NO. 4)**

Shall Article II, Section 2.05 of the City Charter be amended to require a more complete list of qualifications to run for city office and state, “A candidate for office shall:

- (1) be a United States citizen.
- (2) be 18 years of age or older upon the commencement of the term to be filled at the election.
- (3) be a qualified voter in the City of Copperas Cove.
- (4) be domiciled within the corporate limits of Copperas Cove for at least one (1) year next preceding the day of the election at which they are a candidate.
- (5) not have been convicted of a felony for which he/she has not been pardoned or otherwise released from the resulting disabilities.
- (6) not have been found mentally incompetent by a final judgment of the court, and
- (7) not be disqualified by reason of any section of this charter or by state or federal law.” *(¿Debería enmendarse el Artículo II, Sección 2.05 de la Carta Orgánica de la Ciudad para exigir una lista más completa de requisitos para postularse a cargos públicos de la ciudad, y para que estipule lo siguiente?: “Un candidato para un cargo público deberá:*

- (1) ser ciudadano de los Estados Unidos.*
- (2) tener 18 años o más al inicio del periodo para el cual se lleva a cabo la elección.*

- (3) *cumplir con los requisitos para poder votar en la Ciudad de Copperas Cove.*
- (4) *tener domicilio legal dentro de los límites de la municipalidad de Copperas Cove, por un periodo de al menos un (1) año inmediatamente antes de la fecha de la elección en la cual se está postulando.*
- (5) *no haber sido condenado por un delito grave por el cual no haya recibido un indulto o por el cual no se le haya cancelado la inhabilitación electoral.*
- (6) *no haber sido declarado incompetente mental en un fallo final del tribunal, y*
- (7) *no estar impedido para postularse según lo estipulado en alguna sección de esta carta orgánica, o por la ley estatal o federal".)*

	FOR	AGAINST
EARLY VOTING	664	210
ELECTION DAY	335	93
<b>TOTAL</b>	<b>999</b>	<b>303</b>
	(76.73%)	(23.27%)

#### **PROPOSITION NO. 5 (PROPUESTA NO. 5)**

Shall Article II, Section 2.06 of the City Charter be amended to clarify that the mayor receives \$50 and all other council members receive \$25 for each regular and specially called meeting attended. (*¿Debería enmendarse el Artículo II, Sección 2.06 de la Carta Orgánica de la Ciudad para aclarar que por cada reunión ordinaria y extraordinaria a la que asisten, el alcalde recibirá \$50 y todos los otros miembros del concejo \$25?*)

	FOR	AGAINST
EARLY VOTING	752	121
ELECTION DAY	347	79
<b>TOTAL</b>	<b>1099</b>	<b>200</b>
	(84.60%)	(15.40%)

#### **PROPOSITION NO. 6 (PROPUESTA NO. 6)**

Shall Article II, Section 2.07(b)(1)(3) of the City Charter be amended to include that a council member or the mayor shall forfeit his or her office if he/she is convicted of a misdemeanor involving moral turpitude, felony or is assessed a deferred adjudication or probation for a felony. (*¿Debería enmendarse el Artículo II, Sección 2.07 (b)(1)(3) de la Carta Orgánica de la Ciudad para que disponga que un miembro del concejo o el alcalde deje su cargo en caso de ser condenado por un delito menor de conducta*

*inmoral, un delito grave, o de ser sancionado con un juicio diferido o libertad supervisada por un delito grave?)*

	FOR	AGAINST
EARLY VOTING	826	41
ELECTION DAY	393	30
<b>TOTAL</b>	<b>1219</b>	<b>71</b>
	(94.50%)	(5.50%)

### **PROPOSITION NO. 7 (PROPUESTA NO. 7)**

Shall Article II, Section 2.07(b)(2) of the City Charter be amended to read, “If a council member forfeits his/her office and does not immediately resign, the council and mayor may conduct a hearing to determine if the office holder has forfeited and should vacate his/her office. The hearing shall be held within 30 days of the council, as a body, learning of the alleged forfeiture. The council may, by an affirmative vote of five (5) members, declare the office of said office holder to be forfeited and vacant. Disposition of the matter under this charter is final and is res judicata. Further relief may be sought in a court of law. The office holder subject to the forfeiture shall not have a vote. The mayor shall vote unless he/she is the office holder subject to the forfeiture.” *(¿Debería enmendarse el Artículo II, Sección 2.07 (b)(2) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: “Si un miembro del concejo pierde derecho a ocupar su cargo y no presenta de inmediato su renuncia, el concejo y el alcalde podrán convocar una audiencia para determinar si el funcionario público ha perdido el derecho a ocupar el cargo y si debe dejarlo. Dicha audiencia deberá realizarse dentro de un plazo de 30 días después de haber sido informado el consejo de la supuesta causa que justifique la pérdida del cargo. El concejo, por medio de un voto a favor de por lo menos cinco (5) miembros, podrá declarar que dicho funcionario ha sido destituido, y que por lo tanto el puesto queda vacante. La resolución de una controversia de este tipo conforme al procedimiento provisto en la carta orgánica es definitiva y tiene carácter de cosa juzgada. Podrán presentarse otros recursos en los tribunales de justicia. El funcionario que esta siendo acusado en la audiencia no tendrá voto. El voto del alcalde es obligatorio a menos de que sea él mismo al que se contempla destituir.”)*

	FOR	AGAINST
EARLY VOTING	758	105
ELECTION DAY	355	68
<b>TOTAL</b>	<b>1113</b>	<b>173</b>
	(86.55%)	(13.45%)

**PROPOSITION NO. 8 (PROPUESTA NO. 8)**

Shall Article II, Section 2.07(c) of the City Charter be amended to read that a special election to fill a vacancy on the city council will be conducted in accordance with state and federal election laws. (*¿Debería enmendarse el Artículo II, Sección 2.07 (c) de la Carta Orgánica de la Ciudad para que disponga que una elección especial para llenar una vacante en el concejo municipal se lleve a cabo conforme con las leyes electorales estatales y federales?*)

	FOR	AGAINST
EARLY VOTING	838	24
ELECTION DAY	406	16
<b>TOTAL</b>	<b>1244</b>	<b>40</b>
	(96.88%)	(3.12%)

**PROPOSITION NO. 9 (PROPUESTA NO. 9)**

Shall Article II, Section 2.08(c) of the City Charter be amended to read, “(c) Interference with administration. Neither the council nor its individual members, including the mayor, shall give any orders or direction, public or private, to any officer or employee who is subject to the direction and supervision of the city manager. Council members, including the mayor, shall not give orders or direction to the city secretary, city judge, city attorney or city manager unless acting as a council as a whole. This is not to preclude the council or its individual members, including the mayor, from conducting a dialog with city staff where the spirit and intent is not to interfere with the management and administration of the city. The mayor is not prohibited from performing administrative duties under a Declaration of Emergency Disaster per Section 2.13 or when performing administrative duties as the Emergency Management Director per Section 2.15.” (*¿Debería enmendarse el Artículo II, Sección 2.08 (c) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: (c) Interferencia con la administración. Ni el consejo ni los miembros del mismo, incluso el alcalde, podrán dar órdenes o instrucciones, de carácter público o privado, a cualquier funcionario o empleado público que esté sujeto a la supervisión y bajo el mando del Administrador de la Ciudad. Los miembros del concejo, incluso el alcalde, no podrán dar órdenes o instrucciones, ya sea de carácter público o privado al Secretario, Juez, Procurador, o Administrador Municipal a no ser que éstas sean de parte del concejo en su conjunto. Esto no impide que el consejo o los miembros del mismo, incluso el alcalde, conversen con el personal municipal cuando la intención y el propósito de dicha comunicación sean tales que no interfieran con la administración y conducción de la ciudad. El alcalde no estará impedido de llevar a cabo sus tareas administrativas cuando se haya declarado una Situación de Desastre y Emergencia conforme a lo dispuesto en la Sección 2.13 o cuando realice sus tareas administrativas como Director de Servicios de Emergencia según la Sección 2.15”*)

	FOR	AGAINST
EARLY VOTING	718	138
ELECTION DAY	325	96
<b>TOTAL</b>	<b>1043</b>	<b>234</b>
	(81.68%)	(18.32%)

**PROPOSITION NO. 10 (PROPUESTA NO. 10)**

Shall the Charter be amended to remove Article II, Section 2.15, Duties of the Mayor as Emergency Management Director and Powers of the Mayor during a Local State of Disaster, because it is addressed by State law. *(¿Debería enmendarse la Carta Orgánica de la Ciudad para eliminar el Artículo II, Sección 2.15 referente a Responsabilidades del Alcalde como Director de Servicios de Emergencia y Poderes del Alcalde durante un Estado de Desastre Local, debido a que está previsto en la ley del Estado?)*

	FOR	AGAINST
EARLY VOTING	568	288
ELECTION DAY	270	148
<b>TOTAL</b>	<b>838</b>	<b>436</b>
	(65.78%)	(34.22%)

**PROPOSITION NO. 11 (PROPUESTA NO. 11)**

Shall Article III, Section 3.01(a), (b), and (c) of the City charter be amended to provide that municipal elections shall be held in accordance with State election law. *(¿Debería enmendarse el Artículo III, Sección 3.01(a), (b), y (c) de la Carta Orgánica de la Ciudad para disponer que las elecciones municipales se realicen conforme a las leyes electorales del Estado?)*

	FOR	AGAINST
EARLY VOTING	832	31
ELECTION DAY	410	13
<b>TOTAL</b>	<b>1242</b>	<b>44</b>
	(96.58%)	(3.42%)

**PROPOSITION NO. 12 (PROPUESTA NO. 12)**

Shall Article III, Section 3.02(a) of the City Charter be amended to require each candidate for office meet the qualification listed in Article II, Section 2.05 and shall not file for more than one office or position number per election. No employee of the city shall continue in such position after becoming a candidate for an elective office. *(¿Debería enmendarse el Artículo III, Sección 3.02(a) de la Carta Orgánica de la Ciudad para exigir que cada candidato para un cargo público cumpla con los requisitos enumerados en el Artículo II, Sección 2.05 y para que no pueda postularse en una misma elección para más de un cargo o puesto numerado, y para que ningún empleado de la ciudad pueda continuar con sus funciones una vez que se haya postulado como candidato para un cargo electo?)*

	FOR	AGAINST
EARLY VOTING	709	153
ELECTION DAY	355	66
<b>TOTAL</b>	<b>1064</b>	<b>219</b>
	(82.93%)	(17.07%)

**PROPOSITION NO. 13 (PROPUESTA NO. 13)**

Shall Article III, Section 3.05 of the City Charter be amended to add language to the oath that an office holder must uphold and comply with the Charter of the City of Copperas Cove. *(¿Debería enmendarse el Artículo III, Sección 3.05 de la Carta Orgánica de la Ciudad para añadir al juramento que un funcionario público debe hacer valer y cumplir con la Carta Orgánica de la Ciudad de Copperas Cove?)*

	FOR	AGAINST
EARLY VOTING	801	60
ELECTION DAY	383	40
<b>TOTAL</b>	<b>1184</b>	<b>100</b>
	(92.21%)	(7.79%)

**PROPOSITION NO. 14 (PROPUESTA NO. 14)**

Shall Article III, Section 3.06 of the city charter be amended to provide that an initiative petition must have a minimum of 500 signatures of qualified voters of the city. *(¿Debería enmendarse el Artículo III, Sección 3.06 de la Carta Orgánica de la Ciudad para disponer que toda iniciativa por petición cuente con un mínimo de 500 firmas de votantes de la ciudad que cumplan con los requisitos necesarios?)*

	FOR	AGAINST
EARLY VOTING	491	375
ELECTION DAY	253	171
<b>TOTAL</b>	<b>744</b>	<b>546</b>
	(57.67%)	(42.33%)

### **PROPOSITION NO. 15 (PROPUESTA NO. 15)**

Shall Article III, Section 3.08 of the City Charter be amended to include date of birth or voter registration number and county of residence, when signing a petition for initiative or referendum, and require the return of petitions for filing within 45 days after filing the affidavit of petitioner's committee. *(¿Debería enmendarse el Artículo III, Sección 3.08 de la Carta Orgánica de la Ciudad para incluir en las iniciativas por petición o referéndum, la fecha de nacimiento o número de registro electoral y condado de residencia de los firmantes; y exigir además que las peticiones se presenten para ser tramitadas dentro de un plazo de 45 días después de que el comité petionario haya presentado su declaración juradas?)*

	FOR	AGAINST
EARLY VOTING	577	285
ELECTION DAY	267	154
<b>TOTAL</b>	<b>844</b>	<b>439</b>
	(65.78%)	(34.22%)

### **PROPOSITION NO. 16 (PROPUESTA NO. 16)**

Shall Article III, Section 3.09 of the City Charter be amended to allow the City Secretary twenty (20) business days after an initiative, referendum or recall petition is filed to determine whether such petition is signed by a sufficient number of qualified voters and has proper affidavits. *(¿Debería enmendarse el Artículo III, Sección 3.09 de la Carta Orgánica de la Ciudad para permitir que el Secretario Municipal disponga de veinte (20) días hábiles a partir de que se presente para tramitación una iniciativa, referéndum, o petición de remoción, a fin de determinar si dicha petición cuenta con el número suficiente de firmas de electores habilitados, y que está acompañada de las debidas declaraciones juradas?)*

	FOR	AGAINST
EARLY VOTING	665	189
ELECTION DAY	332	85
<b>TOTAL</b>	<b>997</b>	<b>274</b>
	(78.44%)	(21.56%)

**PROPOSITION NO. 17 (PROPUESTA NO. 17)**

Shall Article III, Section 3.11 of the City Charter be amended to require the submission of an initiative petition to the qualified voters of the city at the first uniform election date in accordance with state election law. *(¿Debería enmendarse el Artículo III, Sección 3.11 de la Carta Orgánica de la Ciudad para exigir que las iniciativas por petición que haya sido tramitadas se presenten a los electores habilitados de la ciudad para ser votadas en la siguiente elección general, conforme a lo dispuesto en la ley electoral estatal?)*

	FOR	AGAINST
EARLY VOTING	799	59
ELECTION DAY	385	36
<b>TOTAL</b>	<b>1184</b>	<b>95</b>
	(92.57%)	(7.43%)

**PROPOSITION NO. 18 (PROPUESTA NO. 18)**

***Council proposed charter amendment  
Enmienda a la carta orgánica propuesta por el Concejo***

Shall Article III, Section 3.13(a) of the City Charter be amended to state: “(a) Power to recall. The voters of the City of Copperas Cove shall have the power to recall any elected officer of this city,” and delete Section 3.13(b) Definitions. *(¿Debería enmendarse el Artículo III, Sección 3.13 (a) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: Poder de remoción. El electorado de la Ciudad de Copperas Cove tendrá la facultad de remover de su cargo a cualquier funcionario público electo de esta ciudad,”y eliminar Sección 3.13 (b) Definiciones.)*

	FOR	AGAINST
EARLY VOTING	688	168
ELECTION DAY	340	81
<b>TOTAL</b>	<b>1028</b>	<b>249</b>
	(80.50%)	(19.50%)

**PROPOSITION NO. 19 (PROPUESTA NO. 19)**  
**Initiative proposed charter amendment**  
**Enmienda a la carta orgánica propuesta por iniciativa**

Shall Article III, Section 3.13(a) of the City Charter be amended to state: “(a) Power to recall. Any city council member can be recalled from office for any stated reason,” and delete Section 3.13(b) Definitions. (*¿Debería enmendarse el Artículo III, Sección 3.13 (a) de la Carta Orgánica de la Ciudad para que diga lo siguiente:“(a) Poder de remoción. Que cualquier miembro del concejo municipal pueda ser removido de su cargo por cualquier razón justificada?,” y eliminar Sección 3.13 (b) Definiciones.*)

	FOR	AGAINST
EARLY VOTING	620	239
ELECTION DAY	309	108
<b>TOTAL</b>	<b>929</b>	<b>347</b>
	(72.81%)	(27.19%)

**PROPOSITION NO. 20 (PROPUESTA NO. 20)**

Shall Article III, Section 3.13(b)(2) of the City Charter be amended to provide that requirements of a recall petition shall be designated as subsection (b) and (2) under that section be amended to provide that the petition shall be signed by qualified voters of the city equal in number to fifty-one percent (51%) of the number of those voting at the last regular municipal election of the city, or signed by seven hundred fifty (750) qualified voters, whichever is greater. (*¿Debería enmendarse el Artículo III, Sección 3.13 (b)(2) de la Carta Orgánica de la Ciudad para garantizar que los requisitos de una petición de remoción de funcionario designados como los párrafos (b) y (2) de esta misma sección, estipulen que la petición esté firmada, ya sea por al menos el cincuenta y uno por ciento (51%) del total de electores habilitados de la ciudad que hayan votado en la última elección general municipal de la ciudad, o firmada por setecientos cincuenta (750) electores habilitados, lo que sea mayor?*)

	FOR	AGAINST
EARLY VOTING	438	424
ELECTION DAY	223	195
<b>TOTAL</b>	<b>661</b>	<b>619</b>
	(51.64%)	(48.36%)

**PROPOSITION NO. 21 (PROPUESTA NO. 21)**

Shall Article III, Section 3.15 of the City Charter be amended to state, “No petition shall be filed against an elected officer within 180 days after he/she has taken office. A recall election need not be ordered by the council if the term of office of the elected officer against whom a petition is filed is to expire within 180 days after the petition is filed with the city secretary. An elected officer previously the subject of a recall election shall not be listed on a recall petition within 365 days of the previous recall petition. *(¿Debería enmendarse el Artículo III, Sección 3.15 de la Carta Orgánica de la Ciudad para que diga lo siguiente?: “No se autorizará tramitar ninguna petición para destituir a un funcionario electo durante los primeros 180 días después de que haya asumido sus funciones. El concejo no estará obligado a ordenar que se lleve a cabo una elección especial para destituir a un funcionario electo si el funcionario electo contra el cual se presente la petición de remoción vaya a cumplir el periodo de su mandato dentro del plazo de 180 días después de que el Secretario Municipal haya aceptado la petición. Un funcionario electo que previamente haya sido motivo de una elección especial para su destitución no aparecerá en una nueva petición de destitución a menos que hayan transcurrido 365 días de que se haya la petición anterior”)*

	FOR	AGAINST
EARLY VOTING	517	332
ELECTION DAY	244	167
<b>TOTAL</b>	<b>761</b>	<b>499</b>
	(60.40%)	(39.60%)

**PROPOSITION NO. 22 (PROPUESTA NO. 22)**

Shall Article V, Section 5.01 of the City Charter be amended to provide for the city attorney to designate assistant(s) city attorney if the council appropriates sufficient funds for the position. *(¿Debería enmendarse el Artículo V, Sección 5.01 de la Carta Orgánica de la Ciudad para disponer que el procurador municipal designe uno o más procuradores asistentes si el concejo asigna fondos suficientes para dichos puestos?)*

	FOR	AGAINST
EARLY VOTING	509	341
ELECTION DAY	226	190
<b>TOTAL</b>	<b>735</b>	<b>531</b>
	(58.06%)	(41.94%)

**PROPOSITION NO. 23 (PROPUESTA NO. 23)**

Shall Article VI, Section 6.10 of the City Charter be amended to provide that the budget be finally adopted not later than the 30<sup>th</sup> day of September and that the levy of property tax be set according to state law provisions governing property tax levies and the adoption requirements for the levy. *(¿Debería enmendarse el Artículo VI, Sección 6.10 de la Carta Orgánica de la Ciudad para disponer que el presupuesto se apruebe a más tardar el 30 de septiembre, y para que se establezcan los impuestos sobre la propiedad conforme a las disposiciones estatales relativas a la recaudación de dichos impuestos y requisitos para aprobar la recaudación?)*

	FOR	AGAINST
EARLY VOTING	788	61
ELECTION DAY	382	34
<b>TOTAL</b>	<b>1170</b>	<b>95</b>
	(92.49%)	(7.51%)

**PROPOSITION NO. 24 (PROPUESTA NO. 24)**

Shall Article VI, Section 6.11 of the City Charter be amended to provide that a copy of the budget, as finally adopted, be filed with the County Clerk of Lampasas County and placed on file with the city secretary, municipal library, and on the city's website. *(¿Debería enmendarse el Artículo VI, Sección 6.11 de la Carta Orgánica de la Ciudad para disponer que se deposite una copia del presupuesto, en la versión final aprobada, en las oficinas del Secretario del Condado de Lampasas, que se archive en la secretaría municipal y en la biblioteca municipal, y que aparezca en la página web de la ciudad?)*

	FOR	AGAINST
EARLY VOTING	734	109
ELECTION DAY	360	59
<b>TOTAL</b>	<b>1094</b>	<b>168</b>
	(86.69%)	(13.31%)

**PROPOSITION NO. 25 (PROPUESTA NO. 25)**

Shall Article VIII, Section 8.03 of the City Charter be amended to provide that the city manager, instead of the director of finance, shall have the duties and powers set out in that section, Accounting supervision and control. *(¿Debería enmendarse el Artículo VIII, Sección 8.03 de la Carta Orgánica de la Ciudad para disponer que el administrador de la ciudad, y no el director de finanzas, tendrá las*

responsabilidades y atribuciones enumeradas en esa sección, y supervisión y control de la contabilidad?)

	FOR	AGAINST
EARLY VOTING	506	347
ELECTION DAY	230	190
<b>TOTAL</b>	<b>736</b>	<b>537</b>
	(57.82%)	(42.18%)

**PROPOSITION NO. 26 (PROPUESTA NO. 26)**

Shall Article VIII, Section 8.09 of the City Charter be amended to provide that if the city manager is director of finance, all checks signed by him/her shall be countersigned by the assistant director of finance. (*¿Debería enmendarse el Artículo VIII, Sección 8.09 de la Carta Orgánica de la Ciudad para disponer que si el administrador municipal es a su vez director de finanzas, todos los cheques firmados por él deberán estar firmados también por el director asistente de finanzas?*)

	FOR	AGAINST
EARLY VOTING	670	187
ELECTION DAY	323	100
<b>TOTAL</b>	<b>993</b>	<b>287</b>
	(77.58%)	(22.42%)

**PROPOSITION NO. 27 (PROPUESTA NO. 27)**

Shall Article IX, Section 9.01 of the City Charter be amended to delete subsection (a), change the designation of subsection (b) to (a), (c) to (b), and delete all of subsection (d) except for the following, “No irregularities in the time or manner of making or returning the city assessment rolls or the approval of such rolls shall invalidate any assessment.” (*¿Debería enmendarse el Artículo IX, Sección 9.01 de la Carta Orgánica de la Ciudad para eliminar el párrafo (a) de esa sección, cambiar la designación del párrafo (b) a (a), (c) a (b), y eliminar todo el párrafo (d) excepto lo siguiente: “Ninguna irregularidad en el momento o la forma de establecer o confirmar los registros catastrales o la aprobación de dichos registros podrá invalidar un gravamen tributario?”*)

	FOR	AGAINST
EARLY VOTING	575	261
ELECTION DAY	269	141
<b>TOTAL</b>	<b>844</b>	<b>402</b>
	(67.74%)	(32.26%)

### **PROPOSITION NO. 28 (PROPUESTA NO. 28)**

Shall Article XI, Section 11.18 of the City Charter be amended to provide that a charter amendment proposed by petition be signed by not less than twenty-five (25%) percent of the number of those who voted at the last regular municipal election, or signed by five hundred (500) qualified voters, whichever is greater, and hold a special election, if necessary, on the first uniform election date in accordance with state law. *(¿Debería enmendarse el Artículo XI, Sección 11.18 de la Carta Orgánica de la Ciudad para disponer que una enmienda a la carta propuesta por petición deberá estar firmada ya sea por no menos de veinticinco por ciento (25%) del número de electores que hayan votado en la elección general municipal anterior, o por quinientos (500) electores habilitados, lo que resulte mayor, y de ser necesario, llevar a cabo una elección especial en la siguiente fecha de elecciones generales conforme con lo dispuesto por la ley del Estado?)*

	FOR	AGAINST
EARLY VOTING	521	336
ELECTION DAY	260	157
<b>TOTAL</b>	<b>781</b>	<b>493</b>
	(61.30%)	(38.70%)

### **SECTION 3.**

Charter Amendments Authorized. As a result of said election, and in conformity with law, this City Council is authorized to amend the Home Rule Charter to reflect the provisions of the propositions receiving a favorable vote of a majority of the resident, qualified voters participating in the Election.

### **SECTION 4.**

Official Precinct Report. A copy of the official Precinct Report is attached and made a part of this ordinance and is marked "Exhibit A".

Proposition numbers one through twenty-eight (1-28) received favorable votes of a majority of the resident, qualified voters participating in the Special Election.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of May 2008, at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. and at which meeting a quorum was present and voting.

\_\_\_\_\_  
Robert L. Reeves, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jane Lees, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James R. Thompson, City Attorney

**Cumulative Report — Official  
CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 1 of 7

05/15/2008 02:10 PM

Total Number of Voters : 1,404 of 41,056 = 3.42%

Precincts Reporting 3 of 3 = 100.00%

Party	Candidate	Early		Election		Total	
<b>TRUSTEE, Place 6 Vote for none or one CC ISD, Vote For 1</b>							
	Jim Copeland	541	65.82%	243	59.27%	784	63.64%
	Earl D. Holt	281	34.18%	167	40.73%	448	36.36%
	<b>Cast Votes:</b>	822	90.13%	410	89.32%	1,232	89.86%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	90	9.87%	49	10.68%	139	10.14%
<b>TRUSTEE, Place 7 Vote for none or one CC ISD, Vote For 1</b>							
	Glynn Powell	701	100.00%	340	100.00%	1,041	100.00%
	<b>Cast Votes:</b>	701	76.86%	340	74.07%	1,041	75.93%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	211	23.14%	119	25.93%	330	24.07%
<b>TRUSTEE, Place 1 - One Year Unexpired Term Vote for none or one CC ISD, Vote For 1</b>							
	Inez V. Faison	650	100.00%	323	100.00%	973	100.00%
	<b>Cast Votes:</b>	650	71.27%	323	70.37%	973	70.97%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	262	28.73%	136	29.63%	398	29.03%
<b>COUNCIL MEMBER, POSITION 6, Vote For 1</b>							
	JOHN F. GALLEN	310	35.39%	116	26.73%	426	32.52%
	BILL L. STEPHENS	172	19.63%	127	29.26%	299	22.82%
	WILLIE C. GOODE	394	44.98%	191	44.01%	585	44.66%
	<b>Cast Votes:</b>	876	95.95%	434	94.35%	1,310	95.41%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	37	4.05%	26	5.65%	63	4.59%
<b>COUNCIL MEMBER, POSITION 7, Vote For 1</b>							
	FRANK SEFFROOD	321	35.75%	143	31.99%	464	34.50%
	SANDOR VEGH	123	13.70%	63	14.09%	186	13.83%
	DANNY PALMER	80	8.91%	46	10.29%	126	9.37%
	JOSEPH SOLOMON	261	29.06%	116	25.95%	377	28.03%
	RICK OTT	113	12.58%	79	17.67%	192	14.28%
	<b>Cast Votes:</b>	898	98.36%	447	97.17%	1,345	97.96%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	15	1.64%	13	2.83%	28	2.04%

**Cumulative Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 2 of 7

05/15/2008 02:10 PM

Total Number of Voters : 1,404 of 41,056 = 3.42%

Precincts Reporting 3 of 3 = 100.00%

Party	Candidate	Early		Election		Total	
<b>PROPOSITION NO. 1, Vote For 1</b>							
	FOR	765	90.64%	352	85.85%	1,117	89.07%
	AGAINST	79	9.36%	58	14.15%	137	10.93%
	<b>Cast Votes:</b>	844	92.44%	410	89.13%	1,254	91.33%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	69	7.56%	50	10.87%	119	8.67%
<b>PROPOSITION NO. 2, Vote For 1</b>							
	FOR	817	94.56%	394	93.14%	1,211	94.09%
	AGAINST	47	5.44%	29	6.86%	76	5.91%
	<b>Cast Votes:</b>	864	94.63%	423	91.96%	1,287	93.74%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	49	5.37%	37	8.04%	86	6.26%
<b>PROPOSITION NO. 3, Vote For 1</b>							
	FOR	602	69.60%	274	64.17%	876	67.80%
	AGAINST	263	30.40%	153	35.83%	416	32.20%
	<b>Cast Votes:</b>	865	94.74%	427	92.83%	1,292	94.10%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	48	5.26%	33	7.17%	81	5.90%
<b>PROPOSITION NO. 4, Vote For 1</b>							
	FOR	664	75.97%	335	78.27%	999	76.73%
	AGAINST	210	24.03%	93	21.73%	303	23.27%
	<b>Cast Votes:</b>	874	95.73%	428	93.04%	1,302	94.83%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	39	4.27%	32	6.96%	71	5.17%
<b>PROPOSITION NO. 5, Vote For 1</b>							
	FOR	752	86.14%	347	81.46%	1,099	84.60%
	AGAINST	121	13.86%	79	18.54%	200	15.40%
	<b>Cast Votes:</b>	873	95.62%	426	92.61%	1,299	94.61%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	40	4.38%	34	7.39%	74	5.39%

**Cumulative Report — Official  
CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 3 of 7

05/15/2008 02:10 PM

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Party	Candidate	Early		Election		Total	
<b>PROPOSITION NO. 6, Vote For 1</b>							
	FOR	826	95.27%	393	92.91%	1,219	94.50%
	AGAINST	41	4.73%	30	7.09%	71	5.50%
	<b>Cast Votes:</b>	867	94.96%	423	91.96%	1,290	93.95%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	46	5.04%	37	8.04%	83	6.05%
<b>PROPOSITION NO. 7, Vote For 1</b>							
	FOR	758	87.83%	355	83.92%	1,113	86.55%
	AGAINST	105	12.17%	68	16.08%	173	13.45%
	<b>Cast Votes:</b>	863	94.52%	423	91.96%	1,286	93.66%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	50	5.48%	37	8.04%	87	6.34%
<b>PROPOSITION NO. 8, Vote For 1</b>							
	FOR	838	97.22%	406	96.21%	1,244	96.88%
	AGAINST	24	2.78%	16	3.79%	40	3.12%
	<b>Cast Votes:</b>	862	94.41%	422	91.74%	1,284	93.52%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	51	5.59%	38	8.26%	89	6.48%
<b>PROPOSITION NO. 9, Vote For 1</b>							
	FOR	718	83.88%	325	77.20%	1,043	81.68%
	AGAINST	138	16.12%	96	22.80%	234	18.32%
	<b>Cast Votes:</b>	856	93.76%	421	91.52%	1,277	93.01%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	57	6.24%	39	8.48%	96	6.99%
<b>PROPOSITION NO. 10, Vote For 1</b>							
	FOR	568	66.36%	270	64.59%	838	65.78%
	AGAINST	288	33.64%	148	35.41%	436	34.22%
	<b>Cast Votes:</b>	856	93.76%	418	90.87%	1,274	92.79%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	57	6.24%	42	9.13%	99	7.21%

**Cumulative Report — Official  
CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 4 of 7

05/15/2008 02:10 PM

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Party	Candidate	Early		Election		Total	
<b>PROPOSITION NO. 11, Vote For 1</b>							
	FOR	832	96.41%	410	96.93%	1,242	96.58%
	AGAINST	31	3.59%	13	3.07%	44	3.42%
	<b>Cast Votes:</b>	863	94.52%	423	91.96%	1,286	93.66%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	50	5.48%	37	8.04%	87	6.34%
<b>PROPOSITION NO. 12, Vote For 1</b>							
	FOR	709	82.25%	355	84.32%	1,064	82.93%
	AGAINST	153	17.75%	66	15.68%	219	17.07%
	<b>Cast Votes:</b>	862	94.41%	421	91.52%	1,283	93.45%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	51	5.59%	39	8.48%	90	6.55%
<b>PROPOSITION NO. 13, Vote For 1</b>							
	FOR	801	93.03%	383	90.54%	1,184	92.21%
	AGAINST	60	6.97%	40	9.46%	100	7.79%
	<b>Cast Votes:</b>	861	94.30%	423	91.96%	1,284	93.52%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	52	5.70%	37	8.04%	89	6.48%
<b>PROPOSITION NO. 14, Vote For 1</b>							
	FOR	491	56.70%	253	59.67%	744	57.67%
	AGAINST	375	43.30%	171	40.33%	546	42.33%
	<b>Cast Votes:</b>	866	94.85%	424	92.17%	1,290	93.95%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	47	5.15%	36	7.83%	83	6.05%
<b>PROPOSITION NO. 15, Vote For 1</b>							
	FOR	577	66.94%	267	63.42%	844	65.78%
	AGAINST	285	33.06%	154	36.58%	439	34.22%
	<b>Cast Votes:</b>	862	94.41%	421	91.52%	1,283	93.45%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	51	5.59%	39	8.48%	90	6.55%

**Cumulative Report — Official  
CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 5 of 7

05/15/2008 02:10 PM

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Party	Candidate	Early		Election		Total	
<b>PROPOSITION NO. 16, Vote For 1</b>							
	FOR	665	77.87%	332	79.62%	997	78.44%
	AGAINST	189	22.13%	85	20.38%	274	21.56%
	<b>Cast Votes:</b>	854	93.54%	417	90.65%	1,271	92.57%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	59	6.46%	43	9.35%	102	7.43%
<b>PROPOSITION NO. 17, Vote For 1</b>							
	FOR	799	93.12%	385	91.45%	1,184	92.57%
	AGAINST	59	6.88%	36	8.55%	95	7.43%
	<b>Cast Votes:</b>	858	93.98%	421	91.52%	1,279	93.15%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	55	6.02%	39	8.48%	94	6.85%
<b>PROPOSITION NO. 18 Council Proposed Charter Amendment, Vote For 1</b>							
	FOR	688	80.37%	340	80.76%	1,028	80.50%
	AGAINST	168	19.63%	81	19.24%	249	19.50%
	<b>Cast Votes:</b>	856	93.76%	421	91.52%	1,277	93.01%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	57	6.24%	39	8.48%	96	6.99%
<b>PROPOSITION NO. 19 Initiative proposed charter amendment, Vote For 1</b>							
	FOR	620	72.18%	309	74.10%	929	72.81%
	AGAINST	239	27.82%	108	25.90%	347	27.19%
	<b>Cast Votes:</b>	859	94.09%	417	90.65%	1,276	92.94%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	54	5.91%	43	9.35%	97	7.06%
<b>PROPOSITION NO. 20, Vote For 1</b>							
	FOR	438	50.81%	223	53.35%	661	51.64%
	AGAINST	424	49.19%	195	46.65%	619	48.36%
	<b>Cast Votes:</b>	862	94.41%	418	90.87%	1,280	93.23%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	51	5.59%	42	9.13%	93	6.77%

**Cumulative Report — Official  
CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 6 of 7

05/15/2008 02:10 PM

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Party	Candidate	Early		Election		Total	
<b>PROPOSITION NO. 21, Vote For 1</b>							
	FOR	517	60.90%	244	59.37%	761	60.40%
	AGAINST	332	39.10%	167	40.63%	499	39.60%
	<b>Cast Votes:</b>	849	92.99%	411	89.35%	1,260	91.77%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	64	7.01%	49	10.65%	113	8.23%
<b>PROPOSITION NO. 22, Vote For 1</b>							
	FOR	509	59.88%	226	54.33%	735	58.06%
	AGAINST	341	40.12%	190	45.67%	531	41.94%
	<b>Cast Votes:</b>	850	93.10%	416	90.43%	1,266	92.21%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	63	6.90%	44	9.57%	107	7.79%
<b>PROPOSITION NO. 23, Vote For 1</b>							
	FOR	788	92.82%	382	91.83%	1,170	92.49%
	AGAINST	61	7.18%	34	8.17%	95	7.51%
	<b>Cast Votes:</b>	849	92.99%	416	90.43%	1,265	92.13%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	64	7.01%	44	9.57%	108	7.87%
<b>PROPOSITION NO. 24, Vote For 1</b>							
	FOR	734	87.07%	360	85.92%	1,094	86.69%
	AGAINST	109	12.93%	59	14.08%	168	13.31%
	<b>Cast Votes:</b>	843	92.33%	419	91.09%	1,262	91.92%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	70	7.67%	41	8.91%	111	8.08%
<b>PROPOSITION NO. 25, Vote For 1</b>							
	FOR	506	59.32%	230	54.76%	736	57.82%
	AGAINST	347	40.68%	190	45.24%	537	42.18%
	<b>Cast Votes:</b>	853	93.43%	420	91.30%	1,273	92.72%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	60	6.57%	40	8.70%	100	7.28%

**Cumulative Report — Official  
CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 7 of 7

05/15/2008 02:10 PM

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Party	Candidate	Early		Election		Total	
<b>PROPOSITION NO. 26, Vote For 1</b>							
	FOR	670	78.18%	323	76.36%	993	77.58%
	AGAINST	187	21.82%	100	23.64%	287	22.42%
	<b>Cast Votes:</b>	857	93.87%	423	91.96%	1,280	93.23%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	56	6.13%	37	8.04%	93	6.77%
<b>PROPOSITION NO. 27, Vote For 1</b>							
	FOR	575	68.78%	269	65.61%	844	67.74%
	AGAINST	261	31.22%	141	34.39%	402	32.26%
	<b>Cast Votes:</b>	836	91.57%	410	89.13%	1,246	90.75%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	77	8.43%	50	10.87%	127	9.25%
<b>PROPOSITION NO. 28, Vote For 1</b>							
	FOR	521	60.79%	260	62.35%	781	61.30%
	AGAINST	336	39.21%	157	37.65%	493	38.70%
	<b>Cast Votes:</b>	857	93.87%	417	90.65%	1,274	92.79%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	56	6.13%	43	9.35%	99	7.21%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 1 of 13

05/15/2008 02:11 PM

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Party	Candidate	Early	Election	Total			
<b>Precinct CCI BS1 (Ballots Cast: 31)</b>							
<b>TRUSTEE, Place 6 Vote for none or one CC ISD, Vote For 1</b>							
	Jim Copeland	15	65.22%	7	87.50%	22	70.97%
	Earl D. Holt	8	34.78%	1	12.50%	9	29.03%
	<b>Cast Votes:</b>	23	100.00%	8	100.00%	31	100.00%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	0	0.00%	0	0.00%	0	0.00%
<b>TRUSTEE, Place 7 Vote for none or one CC ISD, Vote For 1</b>							
	Glynn Powell	18	100.00%	8	100.00%	26	100.00%
	<b>Cast Votes:</b>	18	78.26%	8	100.00%	26	83.87%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	5	21.74%	0	0.00%	5	16.13%
<b>TRUSTEE, Place 1 - One Year Unexpired Term Vote for none or one CC ISD, Vote For 1</b>							
	Inez V. Faison	19	100.00%	7	100.00%	26	100.00%
	<b>Cast Votes:</b>	19	82.61%	7	87.50%	26	83.87%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	4	17.39%	1	12.50%	5	16.13%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 2 of 13

05/15/2008 02:11 PM

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Party	Candidate	Early	Election	Total
<b>Precinct CCC BS2 (Ballots Cast: 33)</b>				
<b>COUNCIL MEMBER, POSITION 6, Vote For 1</b>				
	JOHN F. GALLEN	16 66.67%	4 44.44%	20 60.61%
	BILL L. STEPHENS	4 16.67%	2 22.22%	6 18.18%
	WILLIE C. GOODE	4 16.67%	3 33.33%	7 21.21%
	<b>Cast Votes:</b>	<b>24 100.00%</b>	<b>9 100.00%</b>	<b>33 100.00%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
<b>COUNCIL MEMBER, POSITION 7, Vote For 1</b>				
	FRANK SEFFROOD	0 0.00%	1 11.11%	1 3.03%
	SANDOR VEGH	6 25.00%	0 0.00%	6 18.18%
	DANNY PALMER	0 0.00%	2 22.22%	2 6.06%
	JOSEPH SOLOMON	16 66.67%	4 44.44%	20 60.61%
	RICK OTT	2 8.33%	2 22.22%	4 12.12%
	<b>Cast Votes:</b>	<b>24 100.00%</b>	<b>9 100.00%</b>	<b>33 100.00%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
<b>PROPOSITION NO. 1, Vote For 1</b>				
	FOR	23 95.83%	8 88.89%	31 93.94%
	AGAINST	1 4.17%	1 11.11%	2 6.06%
	<b>Cast Votes:</b>	<b>24 100.00%</b>	<b>9 100.00%</b>	<b>33 100.00%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
<b>PROPOSITION NO. 2, Vote For 1</b>				
	FOR	23 100.00%	6 75.00%	29 93.55%
	AGAINST	0 0.00%	2 25.00%	2 6.45%
	<b>Cast Votes:</b>	<b>23 95.83%</b>	<b>8 88.89%</b>	<b>31 93.94%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>1 4.17%</b>	<b>1 11.11%</b>	<b>2 6.06%</b>
<b>PROPOSITION NO. 3, Vote For 1</b>				
	FOR	20 83.33%	9 100.00%	29 87.88%
	AGAINST	4 16.67%	0 0.00%	4 12.12%
	<b>Cast Votes:</b>	<b>24 100.00%</b>	<b>9 100.00%</b>	<b>33 100.00%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 3 of 13

05/15/2008 02:11 PM

Precincts Reporting 3 of 3 = 100.00%

Total Number of Voters : 1,404 of 41,056 = 3.42%

Party	Candidate	Early	Election	Total			
<b>Precinct CCC BS2 (Ballots Cast: 33)</b>							
<b>PROPOSITION NO. 4, Vote For 1</b>							
	FOR	22	91.67%	8	100.00%	30	93.75%
	AGAINST	2	8.33%	0	0.00%	2	6.25%
	Cast Votes:	24	100.00%	8	88.89%	32	96.97%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	1	11.11%	1	3.03%
<b>PROPOSITION NO. 5, Vote For 1</b>							
	FOR	24	100.00%	9	100.00%	33	100.00%
	AGAINST	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 6, Vote For 1</b>							
	FOR	24	100.00%	8	100.00%	32	100.00%
	AGAINST	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	24	100.00%	8	88.89%	32	96.97%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	1	11.11%	1	3.03%
<b>PROPOSITION NO. 7, Vote For 1</b>							
	FOR	24	100.00%	7	77.78%	31	93.94%
	AGAINST	0	0.00%	2	22.22%	2	6.06%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 8, Vote For 1</b>							
	FOR	24	100.00%	9	100.00%	33	100.00%
	AGAINST	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 9, Vote For 1</b>							
	FOR	23	95.83%	9	100.00%	32	96.97%
	AGAINST	1	4.17%	0	0.00%	1	3.03%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 4 of 13

05/15/2008 02:11 PM

Precincts Reporting 3 of 3 = 100.00%

Total Number of Voters : 1,404 of 41,056 = 3.42%

Party	Candidate	Early	Election	Total			
<b>Precinct CCC BS2 (Ballots Cast: 33)</b>							
<b>PROPOSITION NO. 10, Vote For 1</b>							
	FOR	21	87.50%	9	100.00%	30	90.91%
	AGAINST	3	12.50%	0	0.00%	3	9.09%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 11, Vote For 1</b>							
	FOR	24	100.00%	9	100.00%	33	100.00%
	AGAINST	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 12, Vote For 1</b>							
	FOR	21	87.50%	8	88.89%	29	87.88%
	AGAINST	3	12.50%	1	11.11%	4	12.12%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 13, Vote For 1</b>							
	FOR	24	100.00%	9	100.00%	33	100.00%
	AGAINST	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 14, Vote For 1</b>							
	FOR	21	87.50%	8	88.89%	29	87.88%
	AGAINST	3	12.50%	1	11.11%	4	12.12%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 15, Vote For 1</b>							
	FOR	20	83.33%	8	88.89%	28	84.85%
	AGAINST	4	16.67%	1	11.11%	5	15.15%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 5 of 13

05/15/2008 02:11 PM

Precincts Reporting 3 of 3 = 100.00%

Total Number of Voters : 1,404 of 41,056 = 3.42%

Party	Candidate	Early	Election	Total	
<b>Precinct CCC BS2 (Ballots Cast: 33)</b>					
<b>PROPOSITION NO. 16, Vote For 1</b>					
	FOR	21	87.50%	9 100.00%	30 90.91%
	AGAINST	3	12.50%	0 0.00%	3 9.09%
	Cast Votes:	24	100.00%	9 100.00%	33 100.00%
	Over Votes:	0	0.00%	0 0.00%	0 0.00%
	Under Votes:	0	0.00%	0 0.00%	0 0.00%
<b>PROPOSITION NO. 17, Vote For 1</b>					
	FOR	24	100.00%	7 77.78%	31 93.94%
	AGAINST	0	0.00%	2 22.22%	2 6.06%
	Cast Votes:	24	100.00%	9 100.00%	33 100.00%
	Over Votes:	0	0.00%	0 0.00%	0 0.00%
	Under Votes:	0	0.00%	0 0.00%	0 0.00%
<b>PROPOSITION NO. 18 Council Proposed Charter Amendment, Vote For 1</b>					
	FOR	21	87.50%	9 100.00%	30 90.91%
	AGAINST	3	12.50%	0 0.00%	3 9.09%
	Cast Votes:	24	100.00%	9 100.00%	33 100.00%
	Over Votes:	0	0.00%	0 0.00%	0 0.00%
	Under Votes:	0	0.00%	0 0.00%	0 0.00%
<b>PROPOSITION NO. 19 Initiative proposed charter amendment, Vote For 1</b>					
	FOR	9	39.13%	5 55.56%	14 43.75%
	AGAINST	14	60.87%	4 44.44%	18 56.25%
	Cast Votes:	23	95.83%	9 100.00%	32 96.97%
	Over Votes:	0	0.00%	0 0.00%	0 0.00%
	Under Votes:	1	4.17%	0 0.00%	1 3.03%
<b>PROPOSITION NO. 20, Vote For 1</b>					
	FOR	21	87.50%	8 88.89%	29 87.88%
	AGAINST	3	12.50%	1 11.11%	4 12.12%
	Cast Votes:	24	100.00%	9 100.00%	33 100.00%
	Over Votes:	0	0.00%	0 0.00%	0 0.00%
	Under Votes:	0	0.00%	0 0.00%	0 0.00%
<b>PROPOSITION NO. 21, Vote For 1</b>					
	FOR	20	83.33%	6 66.67%	26 78.79%
	AGAINST	4	16.67%	3 33.33%	7 21.21%
	Cast Votes:	24	100.00%	9 100.00%	33 100.00%
	Over Votes:	0	0.00%	0 0.00%	0 0.00%
	Under Votes:	0	0.00%	0 0.00%	0 0.00%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 6 of 13

05/15/2008 02:11 PM

Precincts Reporting 3 of 3 = 100.00%

Total Number of Voters : 1,404 of 41,056 = 3.42%

Party	Candidate	Early		Election		Total	
<b>Precinct CCC BS2 (Ballots Cast: 33)</b>							
<b>PROPOSITION NO. 22, Vote For 1</b>							
	FOR	20	83.33%	4	44.44%	24	72.73%
	AGAINST	4	16.67%	5	55.56%	9	27.27%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 23, Vote For 1</b>							
	FOR	24	100.00%	9	100.00%	33	100.00%
	AGAINST	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 24, Vote For 1</b>							
	FOR	24	100.00%	9	100.00%	33	100.00%
	AGAINST	0	0.00%	0	0.00%	0	0.00%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 25, Vote For 1</b>							
	FOR	19	79.17%	8	88.89%	27	81.82%
	AGAINST	5	20.83%	1	11.11%	6	18.18%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 26, Vote For 1</b>							
	FOR	21	87.50%	9	100.00%	30	90.91%
	AGAINST	3	12.50%	0	0.00%	3	9.09%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%
<b>PROPOSITION NO. 27, Vote For 1</b>							
	FOR	21	87.50%	6	66.67%	27	81.82%
	AGAINST	3	12.50%	3	33.33%	6	18.18%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	0	0.00%	0	0.00%	0	0.00%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 7 of 13

05/15/2008 02:11 PM

Precincts Reporting 3 of 3 = 100.00%

Total Number of Voters : 1,404 of 41,056 = 3.42%

Party	Candidate	Early	Election	Total
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**Precinct CCC BS2 (Ballots Cast: 33)**

<b>PROPOSITION NO. 28, Vote For 1</b>							
FOR		20	83.33%	9	100.00%	29	87.88%
AGAINST		4	16.67%	0	0.00%	4	12.12%
	Cast Votes:	24	100.00%	9	100.00%	33	100.00%
	<b>Over Votes:</b>	0	0.00%	0	0.00%	0	0.00%
	<b>Under Votes:</b>	0	0.00%	0	0.00%	0	0.00%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 8 of 13

05/15/2008 02:11 PM

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Party	Candidate	Early	Election	Total			
<b>Precinct CCJ BS3 (Ballots Cast: 1,340)</b>							
<b>TRUSTEE, Place 6 Vote for none or one CC ISD, Vote For 1</b>							
	Jim Copeland	526	65.83%	236	58.71%	762	63.45%
	Earl D. Holt	273	34.17%	166	41.29%	439	36.55%
	Cast Votes:	799	89.88%	402	89.14%	1,201	89.63%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	90	10.12%	49	10.86%	139	10.37%
<b>TRUSTEE, Place 7 Vote for none or one CC ISD, Vote For 1</b>							
	Glynn Powell	683	100.00%	332	100.00%	1,015	100.00%
	Cast Votes:	683	76.83%	332	73.61%	1,015	75.75%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	206	23.17%	119	26.39%	325	24.25%
<b>TRUSTEE, Place 1 - One Year Unexpired Term Vote for none or one CC ISD, Vote For 1</b>							
	Inez V. Faison	631	100.00%	316	100.00%	947	100.00%
	Cast Votes:	631	70.98%	316	70.07%	947	70.67%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	258	29.02%	135	29.93%	393	29.33%
<b>COUNCIL MEMBER, POSITION 6, Vote For 1</b>							
	JOHN F. GALLEN	294	34.51%	112	26.35%	406	31.79%
	BILL L. STEPHENS	168	19.72%	125	29.41%	293	22.94%
	WILLIE C. GOODE	390	45.77%	188	44.24%	578	45.26%
	Cast Votes:	852	95.84%	425	94.24%	1,277	95.30%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	37	4.16%	26	5.76%	63	4.70%
<b>COUNCIL MEMBER, POSITION 7, Vote For 1</b>							
	FRANK SEFFROOD	321	36.73%	142	32.42%	463	35.29%
	SANDOR VEGH	117	13.39%	63	14.38%	180	13.72%
	DANNY PALMER	80	9.15%	44	10.05%	124	9.45%
	JOSEPH SOLOMON	245	28.03%	112	25.57%	357	27.21%
	RICK OTT	111	12.70%	77	17.58%	188	14.33%
	Cast Votes:	874	98.31%	438	97.12%	1,312	97.91%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	15	1.69%	13	2.88%	28	2.09%
<b>PROPOSITION NO. 1, Vote For 1</b>							
	FOR	742	90.49%	344	85.79%	1,086	88.94%
	AGAINST	78	9.51%	57	14.21%	135	11.06%
	Cast Votes:	820	92.24%	401	88.91%	1,221	91.12%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	69	7.76%	50	11.09%	119	8.88%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 9 of 13

05/15/2008 02:11 PM

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Party	Candidate	Early	Election	Total			
<b>Precinct CCJ BS3 (Ballots Cast: 1,340)</b>							
<b>PROPOSITION NO. 2, Vote For 1</b>							
	FOR	794	94.41%	388	93.49%	1,182	94.11%
	AGAINST	47	5.59%	27	6.51%	74	5.89%
	Cast Votes:	841	94.60%	415	92.02%	1,256	93.73%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	48	5.40%	36	7.98%	84	6.27%
<b>PROPOSITION NO. 3, Vote For 1</b>							
	FOR	582	69.20%	265	63.40%	847	67.28%
	AGAINST	259	30.80%	153	36.60%	412	32.72%
	Cast Votes:	841	94.60%	418	92.68%	1,259	93.96%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	48	5.40%	33	7.32%	81	6.04%
<b>PROPOSITION NO. 4, Vote For 1</b>							
	FOR	642	75.53%	327	77.86%	969	76.30%
	AGAINST	208	24.47%	93	22.14%	301	23.70%
	Cast Votes:	850	95.61%	420	93.13%	1,270	94.78%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	39	4.39%	31	6.87%	70	5.22%
<b>PROPOSITION NO. 5, Vote For 1</b>							
	FOR	728	85.75%	338	81.06%	1,066	84.20%
	AGAINST	121	14.25%	79	18.94%	200	15.80%
	Cast Votes:	849	95.50%	417	92.46%	1,266	94.48%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	40	4.50%	34	7.54%	74	5.52%
<b>PROPOSITION NO. 6, Vote For 1</b>							
	FOR	802	95.14%	385	92.77%	1,187	94.36%
	AGAINST	41	4.86%	30	7.23%	71	5.64%
	Cast Votes:	843	94.83%	415	92.02%	1,258	93.88%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	46	5.17%	36	7.98%	82	6.12%
<b>PROPOSITION NO. 7, Vote For 1</b>							
	FOR	734	87.49%	348	84.06%	1,082	86.35%
	AGAINST	105	12.51%	66	15.94%	171	13.65%
	Cast Votes:	839	94.38%	414	91.80%	1,253	93.51%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	50	5.62%	37	8.20%	87	6.49%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 10 of 13

05/15/2008 02:11 PM

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<b>Precinct CCJ BS3 (Ballots Cast: 1,340)</b>							
<b>PROPOSITION NO. 8, Vote For 1</b>							
	FOR	814	97.14%	397	96.13%	1,211	96.80%
	AGAINST	24	2.86%	16	3.87%	40	3.20%
	Cast Votes:	838	94.26%	413	91.57%	1,251	93.36%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	51	5.74%	38	8.43%	89	6.64%
<b>PROPOSITION NO. 9, Vote For 1</b>							
	FOR	695	83.53%	316	76.70%	1,011	81.27%
	AGAINST	137	16.47%	96	23.30%	233	18.73%
	Cast Votes:	832	93.59%	412	91.35%	1,244	92.84%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	57	6.41%	39	8.65%	96	7.16%
<b>PROPOSITION NO. 10, Vote For 1</b>							
	FOR	547	65.75%	261	63.81%	808	65.11%
	AGAINST	285	34.25%	148	36.19%	433	34.89%
	Cast Votes:	832	93.59%	409	90.69%	1,241	92.61%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	57	6.41%	42	9.31%	99	7.39%
<b>PROPOSITION NO. 11, Vote For 1</b>							
	FOR	808	96.31%	401	96.86%	1,209	96.49%
	AGAINST	31	3.69%	13	3.14%	44	3.51%
	Cast Votes:	839	94.38%	414	91.80%	1,253	93.51%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	50	5.62%	37	8.20%	87	6.49%
<b>PROPOSITION NO. 12, Vote For 1</b>							
	FOR	688	82.10%	347	84.22%	1,035	82.80%
	AGAINST	150	17.90%	65	15.78%	215	17.20%
	Cast Votes:	838	94.26%	412	91.35%	1,250	93.28%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	51	5.74%	39	8.65%	90	6.72%
<b>PROPOSITION NO. 13, Vote For 1</b>							
	FOR	777	92.83%	374	90.34%	1,151	92.01%
	AGAINST	60	7.17%	40	9.66%	100	7.99%
	Cast Votes:	837	94.15%	414	91.80%	1,251	93.36%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	52	5.85%	37	8.20%	89	6.64%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 11 of 13

05/15/2008 02:11 PM

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Party	Candidate	Early	Election	Total			
<b>Precinct CCJ BS3 (Ballots Cast: 1,340)</b>							
<b>PROPOSITION NO. 14, Vote For 1</b>							
	FOR	470	55.82%	245	59.04%	715	56.88%
	AGAINST	372	44.18%	170	40.96%	542	43.12%
	Cast Votes:	842	94.71%	415	92.02%	1,257	93.81%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	47	5.29%	36	7.98%	83	6.19%
<b>PROPOSITION NO. 15, Vote For 1</b>							
	FOR	557	66.47%	259	62.86%	816	65.28%
	AGAINST	281	33.53%	153	37.14%	434	34.72%
	Cast Votes:	838	94.26%	412	91.35%	1,250	93.28%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	51	5.74%	39	8.65%	90	6.72%
<b>PROPOSITION NO. 16, Vote For 1</b>							
	FOR	644	77.59%	323	79.17%	967	78.11%
	AGAINST	186	22.41%	85	20.83%	271	21.89%
	Cast Votes:	830	93.36%	408	90.47%	1,238	92.39%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	59	6.64%	43	9.53%	102	7.61%
<b>PROPOSITION NO. 17, Vote For 1</b>							
	FOR	775	92.93%	378	91.75%	1,153	92.54%
	AGAINST	59	7.07%	34	8.25%	93	7.46%
	Cast Votes:	834	93.81%	412	91.35%	1,246	92.99%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	55	6.19%	39	8.65%	94	7.01%
<b>PROPOSITION NO. 18 Council Proposed Charter Amendment, Vote For 1</b>							
	FOR	667	80.17%	331	80.34%	998	80.23%
	AGAINST	165	19.83%	81	19.66%	246	19.77%
	Cast Votes:	832	93.59%	412	91.35%	1,244	92.84%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	57	6.41%	39	8.65%	96	7.16%
<b>PROPOSITION NO. 19 Initiative proposed charter amendment, Vote For 1</b>							
	FOR	611	73.09%	304	74.51%	915	73.55%
	AGAINST	225	26.91%	104	25.49%	329	26.45%
	Cast Votes:	836	94.04%	408	90.47%	1,244	92.84%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	53	5.96%	43	9.53%	96	7.16%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 12 of 13

05/15/2008 02:11 PM

Precincts Reporting 3 of 3 = 100.00%

Total Number of Voters : 1,404 of 41,056 = 3.42%

Party	Candidate	Early	Election	Total			
<b>Precinct CCJ BS3 (Ballots Cast: 1,340)</b>							
<b>PROPOSITION NO. 20, Vote For 1</b>							
	FOR	417	49.76%	215	52.57%	632	50.68%
	AGAINST	421	50.24%	194	47.43%	615	49.32%
	Cast Votes:	838	94.26%	409	90.69%	1,247	93.06%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	51	5.74%	42	9.31%	93	6.94%
<b>PROPOSITION NO. 21, Vote For 1</b>							
	FOR	497	60.24%	238	59.20%	735	59.90%
	AGAINST	328	39.76%	164	40.80%	492	40.10%
	Cast Votes:	825	92.80%	402	89.14%	1,227	91.57%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	64	7.20%	49	10.86%	113	8.43%
<b>PROPOSITION NO. 22, Vote For 1</b>							
	FOR	489	59.20%	222	54.55%	711	57.66%
	AGAINST	337	40.80%	185	45.45%	522	42.34%
	Cast Votes:	826	92.91%	407	90.24%	1,233	92.01%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	63	7.09%	44	9.76%	107	7.99%
<b>PROPOSITION NO. 23, Vote For 1</b>							
	FOR	764	92.61%	373	91.65%	1,137	92.29%
	AGAINST	61	7.39%	34	8.35%	95	7.71%
	Cast Votes:	825	92.80%	407	90.24%	1,232	91.94%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	64	7.20%	44	9.76%	108	8.06%
<b>PROPOSITION NO. 24, Vote For 1</b>							
	FOR	710	86.69%	351	85.61%	1,061	86.33%
	AGAINST	109	13.31%	59	14.39%	168	13.67%
	Cast Votes:	819	92.13%	410	90.91%	1,229	91.72%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	70	7.87%	41	9.09%	111	8.28%
<b>PROPOSITION NO. 25, Vote For 1</b>							
	FOR	487	58.75%	222	54.01%	709	57.18%
	AGAINST	342	41.25%	189	45.99%	531	42.82%
	Cast Votes:	829	93.25%	411	91.13%	1,240	92.54%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	60	6.75%	40	8.87%	100	7.46%

**Precinct Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 10, 2008**

Page 13 of 13

05/15/2008 02:11 PM

Precincts Reporting 3 of 3 = 100.00%

Total Number of Voters : 1,404 of 41,056 = 3.42%

Party	Candidate	Early	Election	Total			
<b>Precinct CCJ BS3 (Ballots Cast: 1,340)</b>							
<b>PROPOSITION NO. 26, Vote For 1</b>							
	FOR	649	77.91%	314	75.85%	963	77.23%
	AGAINST	184	22.09%	100	24.15%	284	22.77%
	Cast Votes:	833	93.70%	414	91.80%	1,247	93.06%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	56	6.30%	37	8.20%	93	6.94%
<b>PROPOSITION NO. 27, Vote For 1</b>							
	FOR	554	68.23%	263	65.59%	817	67.35%
	AGAINST	258	31.77%	138	34.41%	396	32.65%
	Cast Votes:	812	91.34%	401	88.91%	1,213	90.52%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	77	8.66%	50	11.09%	127	9.48%
<b>PROPOSITION NO. 28, Vote For 1</b>							
	FOR	501	60.14%	251	61.52%	752	60.60%
	AGAINST	332	39.86%	157	38.48%	489	39.40%
	Cast Votes:	833	93.70%	408	90.47%	1,241	92.61%
	Over Votes:	0	0.00%	0	0.00%	0	0.00%
	Under Votes:	56	6.30%	43	9.53%	99	7.39%

# City of Copperas Cove City Council Agenda Item Report May 20, 2008

## Agenda Item No. I-6

Contact – Jane Lees, City Secretary, 547-4221  
jlees@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on Ordinance No. 2008-17, canvassing returns and declaring the results of a Special Election, held on May 10, 2008, for amendments to the Charter of the City of Copperas Cove, and containing other provisions incident and related to the purposes hereof, and declaring an effective date.**

---

### 1. BACKGROUND/HISTORY

Texas Election Code, Section 67.003 (a) provides that the canvass is made not earlier than the eighth day or later than the eleventh day after election day, at the time set by the mayor.

### 2. FINDINGS/CURRENT ACTIVITY

A canvass of election will determine which of the proposed Charter amendments the citizens of Copperas Cove accepted. The "Official Cumulative Report" and the "Official Precinct Report" have been provided in this packet. Mary Howell, Election Judge, will be available to discuss the results and answer questions.

Proposition No. 19 was an initiative proposed charter amendment. This proposed amendment is similar to Proposition No. 18, which was a Council proposed charter amendment. A summary of the votes for these two Propositions is as follows:

Proposition No. 18 (Council proposed)	1,028 For	249 Against
Proposition No. 19 (Initiative proposed)	929 For	347 Against

Since Proposition No. 18 received 99 more "For" votes, and it also encompasses Proposition 19, City Staff recommends changing Article III, Section 3.13(a) of the Charter to reflect the language on the ballot from Proposition No. 18.

### 3. FINANCIAL IMPACT

None.

**4. ACTION OPTIONS/RECOMMENDATION**

The City Secretary and Election Judge recommend approval of Ordinance No. 2008-17, canvassing the election returns and declaring the results of a Special Election held on May 10, 2008. City Staff further recommends accepting the verbiage in Proposition 18 for codification in the amended Charter.

# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item No. I-7

Contact – Jane Lees, City Secretary, 547-4221  
jlees@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on declaring the approved amendments of the Charter of the City of Copperas Cove as adopted.**

---

**1. BACKGROUND/HISTORY**

Local Government Code, Chapter 9, Section 9.005 (b), states that, “A Charter or an amendment(s) does not take effect until the governing body of the municipality enters an order in the records of the municipality declaring that the charter or amendment(s) is adopted.”

**2. FINDINGS/CURRENT ACTIVITY**

Twenty-eight proposed Charter amendments were put before the voters of the City of Copperas Cove, during a Special Election held on May 10, 2008, for amendments to the Charter. Following the canvass, the Council must declare in a separate vote that the approved amendments are adopted.

After the declaration is made by the council, the mayor certifies to the Secretary of State an authenticated copy of the charter amendments showing the approval by the voters of the city. The secretary of state then files and records the certification in his office.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends that the City Council declare the approved charter amendments adopted and accept the verbiage in Proposition 18 for codification in the amended Charter.



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

March 25, 2008

Ms. Wanda Bunting  
Director of Financial Services  
City of Copperas Cove  
507 South Main Street  
Copperas Cove, TX 76522

Dear Ms. Bunting:

A Panel of independent reviewers has completed its examination of your budget document. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award for the current fiscal period. This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

The Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next annual budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption. Enclosed is an application form to facilitate a timely submission. This form should be submitted with four copies of your budget accompanied by the appropriate fee.

Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. Enclosed is a Certificate of Recognition for Budget Preparation for:

**Wanda Bunting, CPA, Director of Financial Services**

Your award plaque will be mailed separately and should arrive within eight to ten weeks. Enclosed is a camera-ready reproduction of the award for inclusion in your next budget. If you reproduce the camera-ready in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria.

The following standardized text should be used:

Ms. Wanda Bunting

March 25, 2008

Page 2

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Copperas Cove, Texas** for its annual budget for the fiscal year beginning **October 1, 2007**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

This award is valid for a period of one year only. We believe our current budget continues to conform to program requirements, and we are submitting it to GFOA to determine its eligibility for another award.

Also enclosed is a press release.

The Government Finance Officers Association encourages you to make arrangements for a formal presentation of the award. If you would like the award presented by a member of your state or provincial finance officers association, we can provide the name of a contact person for that group.

We appreciate your participation in this program and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. If we can be of further assistance, please contact the Technical Services Center.

Sincerely,

A handwritten signature in black ink that reads "Stephen J. Gauthier". The signature is written in a cursive style with a large, stylized initial 'S'.

Stephen J. Gauthier, Director  
Technical Services Center

Enclosure



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

March 25, 2008

Ms. Wanda Bunting  
Director of Financial Services  
City of Copperas Cove  
507 South Main Street  
Copperas Cove, TX 76522

Dear Ms. Bunting:

I am pleased to notify you that City of Copperas Cove, Texas has received the Distinguished Budget Presentation Award for the current fiscal year from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

**Wanda Bunting, CPA, Director of Financial Services**

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director  
Technical Services Center

Enclosure



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

March 25, 2008

**PRESS RELEASE**

For Further Information Contact  
Stephen J. Gauthier (312) 977-9700

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Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **City of Copperas Cove, Texas** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Wanda Bunting, CPA, Director of Financial Services**.

For budgets including fiscal periods 2006, 1,127 entities received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving 17,500 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**City of Copperas Cove  
Texas**

For the Fiscal Year Beginning

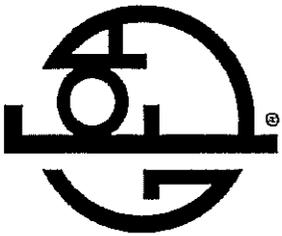
**October 1, 2007**

*Oliver S. Cox*

President

*Jeffrey R. Emsw*

Executive Director



**The Government Finance Officers Association  
of the United States and Canada**

*presents this*

**CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION**

*to*

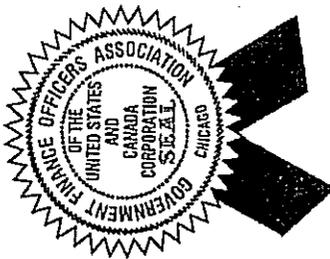
**Wanda Bunting, CPA  
Director of Financial Services  
City of Copperas Cove, Texas**

*The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.*



Executive Director

Date      March 25, 2008



# City of Copperas Cove

## City Council Agenda Item Report

May 20, 2008

### Agenda Item J-1

Contact – Wanda Bunting, Director of Financial Services, 547-4221  
wbunting@ci.copperas-cove.tx.us

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**SUBJECT: Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for Fiscal Year beginning October 1, 2007.**

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**1. BACKGROUND/HISTORY**

The City submitted the 2007-08 Adopted Budget and Plan of Municipal Services to GFOA in January 2008. The budget document must satisfy nationally recognized guidelines for effective budget presentation. The guidelines are designed to assess how well an entity's budget serves as a policy document, a financial plan, an operations guide, and a communications device. The document must be rated "proficient" in all four categories to receive the award.

**2. FINDINGS/CURRENT ACTIVITY**

The City of Copperas Cove was awarded the Distinguished Budget Presentation Award for the fiscal year beginning October 1, 2007. This is the eleventh consecutive year that the City has received this award and the City will continue to strive to improve the Annual Operating Budget in future years.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

None.

**ORDINANCE NO. 2008-17**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS CANVASSING RETURNS AND DECLARING THE RESULTS OF A SPECIAL ELECTION, HELD ON MAY 10, 2008, FOR PROPOSED AMENDMENTS TO THE CHARTER OF THE CITY OF COPPERAS COVE, AND CONTAINING OTHER PROVISIONS INCIDENT AND RELATED TO THE PURPOSES HEREOF, AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** this City Council duly authorized a special election to be held within the City of Copperas Cove, Texas (the "City") on May 10, 2008, for the purpose of submitting to the resident qualified electors of the City the propositions hereinafter set forth; and

**WHEREAS,** this City Council has investigated all matters pertaining to said special election; and

**WHEREAS,** the election officer who held said election has duly made the returns of the results thereof, and said returns have been duly delivered to this City Council; and

**WHEREAS,** it is officially found and determined that the said election was duly ordered, that proper notice thereof was duly given, that proper election officers were duly appointed prior to said election, that said election was duly and lawfully held, that due returns of the results of said election have been made and delivered, and that this City Council has duly canvassed said returns, all in accordance with law and the Ordinance calling said election; and

**WHEREAS,** the language in Proposition 18 encompasses Proposition 19, therefore, Article III, Section 3.13(a) of the Charter shall be changed to reflect the language in Proposition 18.

**NOW, THEREFORE, BE IT ORDAINED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS:**

**SECTION 1.**

Findings. The statements contained in the preamble of this Ordinance are true and correct and are adopted as findings of fact and operative provisions hereof.

**SECTION 2.**

Votes Cast. It is further officially found and determined that the following votes were cast at said election on the submitted propositions by the resident qualified electors of the City who voted at said election by **1,373** valid and legal voters:

**PROPOSITION NO. 1 (PROPUESTA NO. 1)**

Shall Article I, Section 1.05 of the City Charter be amended to limit the city's use of eminent domain for public use only. (*¿Debería enmendarse el Artículo I, Sección 1.05 de la Carta Orgánica de la Ciudad para limitar el uso del dominio eminente exclusivamente para fines públicos?*)

	FOR	AGAINST
EARLY VOTING	765	79
ELECTION DAY	352	58
<b>TOTAL</b>	<b>1117</b> (89.07%)	<b>137</b> (10.93%)

**PROPOSITION NO. 2 (PROPUESTA NO. 2)**

Shall Article II, Section 2.01 of the City Charter be amended to read, "The council shall be composed of a mayor and seven (7) council members. The mayor and all council members shall be elected from the city at large, and each council member shall occupy a position on the council, such positions being numbered one (1) through seven (7) consecutively." (*¿Debería enmendarse el Artículo II, Sección 2.01 de la Carta Orgánica de la Ciudad para que diga lo siguiente?: "El concejo estará compuesto por un alcalde y siete (7) miembros del concejo. El alcalde y los miembros del concejo serán elegidos para representar a la ciudad en su conjunto. Cada miembro ocupará un puesto dentro del concejo, y cada puesto estará numerado del uno (1) al siete (7), de manera consecutiva".*)

	FOR	AGAINST
EARLY VOTING	817	47
ELECTION DAY	394	29
<b>TOTAL</b>	<b>1211</b> (94.09%)	<b>76</b> (5.91%)

**PROPOSITION NO. 3 (PROPUESTA NO. 3)**

Shall Article II, Section 2.03 of the City Charter be amended to read, “The mayor shall preside at all meetings of the city council and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of martial law, but shall have no day-to-day administrative duties other than signatory duties where the mayor signs a variety of documents to give them official legal effect.”  
*(¿Debería enmendarse el Artículo II, Sección 2.03 de la Carta Orgánica de la Ciudad para que diga: “El alcalde presidirá en todas las reuniones del concejo municipal, y será reconocido como el primer mandatario del gobierno municipal para fines ceremoniales y por el gobernador para fines relacionados a la ley marcial, pero no tendrá ninguna función administrativa diaria además de las de firmar ciertos documentos para que surtan efectos legales.”?)*

	FOR	AGAINST
EARLY VOTING	602	263
ELECTION DAY	274	153
<b>TOTAL</b>	<b>876</b>	<b>416</b>
	(67.80%)	(32.20%)

**PROPOSITION NO. 4 (PROPUESTA NO. 4)**

Shall Article II, Section 2.05 of the City Charter be amended to require a more complete list of qualifications to run for city office and state, “A candidate for office shall:

- (1) be a United States citizen.
- (2) be 18 years of age or older upon the commencement of the term to be filled at the election.
- (3) be a qualified voter in the City of Copperas Cove.
- (4) be domiciled within the corporate limits of Copperas Cove for at least one (1) year next preceding the day of the election at which they are a candidate.
- (5) not have been convicted of a felony for which he/she has not been pardoned or otherwise released from the resulting disabilities.
- (6) not have been found mentally incompetent by a final judgment of the court, and
- (7) not be disqualified by reason of any section of this charter or by state or federal law.” *(¿Debería enmendarse el Artículo II, Sección 2.05 de la Carta Orgánica de la Ciudad para exigir una lista más completa de requisitos para postularse a cargos públicos de la ciudad, y para que estipule lo siguiente?: “Un candidato para un cargo público deberá:*

- (1) ser ciudadano de los Estados Unidos.*
- (2) tener 18 años o más al inicio del periodo para el cual se lleva a cabo la elección.*

- (3) *cumplir con los requisitos para poder votar en la Ciudad de Copperas Cove.*
- (4) *tener domicilio legal dentro de los límites de la municipalidad de Copperas Cove, por un periodo de al menos un (1) año inmediatamente antes de la fecha de la elección en la cual se está postulando.*
- (5) *no haber sido condenado por un delito grave por el cual no haya recibido un indulto o por el cual no se le haya cancelado la inhabilitación electoral.*
- (6) *no haber sido declarado incompetente mental en un fallo final del tribunal, y*
- (7) *no estar impedido para postularse según lo estipulado en alguna sección de esta carta orgánica, o por la ley estatal o federal".)*

	FOR	AGAINST
EARLY VOTING	664	210
ELECTION DAY	335	93
<b>TOTAL</b>	<b>999</b>	<b>303</b>
	(76.73%)	(23.27%)

#### **PROPOSITION NO. 5 (PROPUESTA NO. 5)**

Shall Article II, Section 2.06 of the City Charter be amended to clarify that the mayor receives \$50 and all other council members receive \$25 for each regular and specially called meeting attended. (*¿Debería enmendarse el Artículo II, Sección 2.06 de la Carta Orgánica de la Ciudad para aclarar que por cada reunión ordinaria y extraordinaria a la que asisten, el alcalde recibirá \$50 y todos los otros miembros del concejo \$25?*)

	FOR	AGAINST
EARLY VOTING	752	121
ELECTION DAY	347	79
<b>TOTAL</b>	<b>1099</b>	<b>200</b>
	(84.60%)	(15.40%)

#### **PROPOSITION NO. 6 (PROPUESTA NO. 6)**

Shall Article II, Section 2.07(b)(1)(3) of the City Charter be amended to include that a council member or the mayor shall forfeit his or her office if he/she is convicted of a misdemeanor involving moral turpitude, felony or is assessed a deferred adjudication or probation for a felony. (*¿Debería enmendarse el Artículo II, Sección 2.07 (b)(1)(3) de la Carta Orgánica de la Ciudad para que disponga que un miembro del concejo o el alcalde deje su cargo en caso de ser condenado por un delito menor de conducta*

*inmoral, un delito grave, o de ser sancionado con un juicio diferido o libertad supervisada por un delito grave?)*

	FOR	AGAINST
EARLY VOTING	826	41
ELECTION DAY	393	30
<b>TOTAL</b>	<b>1219</b>	<b>71</b>
	(94.50%)	(5.50%)

### **PROPOSITION NO. 7 (PROPUESTA NO. 7)**

Shall Article II, Section 2.07(b)(2) of the City Charter be amended to read, "If a council member forfeits his/her office and does not immediately resign, the council and mayor may conduct a hearing to determine if the office holder has forfeited and should vacate his/her office. The hearing shall be held within 30 days of the council, as a body, learning of the alleged forfeiture. The council may, by an affirmative vote of five (5) members, declare the office of said office holder to be forfeited and vacant. Disposition of the matter under this charter is final and is res judicata. Further relief may be sought in a court of law. The office holder subject to the forfeiture shall not have a vote. The mayor shall vote unless he/she is the office holder subject to the forfeiture." *(¿Debería enmendarse el Artículo II, Sección 2.07 (b)(2) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: "Si un miembro del concejo pierde derecho a ocupar su cargo y no presenta de inmediato su renuncia, el concejo y el alcalde podrán convocar una audiencia para determinar si el funcionario público ha perdido el derecho a ocupar el cargo y si debe dejarlo. Dicha audiencia deberá realizarse dentro de un plazo de 30 días después de haber sido informado el consejo de la supuesta causa que justifique la pérdida del cargo. El concejo, por medio de un voto a favor de por lo menos cinco (5) miembros, podrá declarar que dicho funcionario ha sido destituido, y que por lo tanto el puesto queda vacante. La resolución de una controversia de este tipo conforme al procedimiento provisto en la carta orgánica es definitiva y tiene carácter de cosa juzgada. Podrán presentarse otros recursos en los tribunales de justicia. El funcionario que esta siendo acusado en la audiencia no tendrá voto. El voto del alcalde es obligatorio a menos de que sea él mismo al que se contempla destituir.")*

	FOR	AGAINST
EARLY VOTING	758	105
ELECTION DAY	355	68
<b>TOTAL</b>	<b>1113</b>	<b>173</b>
	(86.55%)	(13.45%)

**PROPOSITION NO. 8 (PROPUESTA NO. 8)**

Shall Article II, Section 2.07(c) of the City Charter be amended to read that a special election to fill a vacancy on the city council will be conducted in accordance with state and federal election laws. *(¿Debería enmendarse el Artículo II, Sección 2.07 (c) de la Carta Orgánica de la Ciudad para que disponga que una elección especial para llenar una vacante en el concejo municipal se lleve a cabo conforme con las leyes electorales estatales y federales?)*

	FOR	AGAINST
EARLY VOTING	838	24
ELECTION DAY	406	16
<b>TOTAL</b>	<b>1244</b>	<b>40</b>
	(96.88%)	(3.12%)

**PROPOSITION NO. 9 (PROPUESTA NO. 9)**

Shall Article II, Section 2.08(c) of the City Charter be amended to read, “(c) Interference with administration. Neither the council nor its individual members, including the mayor, shall give any orders or direction, public or private, to any officer or employee who is subject to the direction and supervision of the city manager. Council members, including the mayor, shall not give orders or direction to the city secretary, city judge, city attorney or city manager unless acting as a council as a whole. This is not to preclude the council or its individual members, including the mayor, from conducting a dialog with city staff where the spirit and intent is not to interfere with the management and administration of the city. The mayor is not prohibited from performing administrative duties under a Declaration of Emergency Disaster per Section 2.13 or when performing administrative duties as the Emergency Management Director per Section 2.15.” *(¿Debería enmendarse el Artículo II, Sección 2.08 (c) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: (c) Interferencia con la administración. Ni el consejo ni los miembros del mismo, incluso el alcalde, podrán dar órdenes o instrucciones, de carácter público o privado, a cualquier funcionario o empleado público que esté sujeto a la supervisión y bajo el mando del Administrador de la Ciudad. Los miembros del concejo, incluso el alcalde, no podrán dar órdenes o instrucciones, ya sea de carácter público o privado al Secretario, Juez, Procurador, o Administrador Municipal a no ser que éstas sean de parte del concejo en su conjunto. Esto no impide que el consejo o los miembros del mismo, incluso el alcalde, conversen con el personal municipal cuando la intención y el propósito de dicha comunicación sean tales que no interfieran con la administración y conducción de la ciudad. El alcalde no estará impedido de llevar a cabo sus tareas administrativas cuando se haya declarado una Situación de Desastre y Emergencia conforme a lo dispuesto en la Sección 2.13 o cuando realice sus tareas administrativas como Director de Servicios de Emergencia según la Sección 2.15”)*

	FOR	AGAINST
EARLY VOTING	718	138
ELECTION DAY	325	96
<b>TOTAL</b>	<b>1043</b>	<b>234</b>
	(81.68%)	(18.32%)

**PROPOSITION NO. 10 (PROPUESTA NO. 10)**

Shall the Charter be amended to remove Article II, Section 2.15, Duties of the Mayor as Emergency Management Director and Powers of the Mayor during a Local State of Disaster, because it is addressed by State law. *(¿Debería enmendarse la Carta Orgánica de la Ciudad para eliminar el Artículo II, Sección 2.15 referente a Responsabilidades del Alcalde como Director de Servicios de Emergencia y Poderes del Alcalde durante un Estado de Desastre Local, debido a que está previsto en la ley del Estado?)*

	FOR	AGAINST
EARLY VOTING	568	288
ELECTION DAY	270	148
<b>TOTAL</b>	<b>838</b>	<b>436</b>
	(65.78%)	(34.22%)

**PROPOSITION NO. 11 (PROPUESTA NO. 11)**

Shall Article III, Section 3.01(a), (b), and (c) of the City charter be amended to provide that municipal elections shall be held in accordance with State election law. *(¿Debería enmendarse el Artículo III, Sección 3.01(a), (b), y (c) de la Carta Orgánica de la Ciudad para disponer que las elecciones municipales se realicen conforme a las leyes electorales del Estado?)*

	FOR	AGAINST
EARLY VOTING	832	31
ELECTION DAY	410	13
<b>TOTAL</b>	<b>1242</b>	<b>44</b>
	(96.58%)	(3.42%)

**PROPOSITION NO. 12 (PROPUESTA NO. 12)**

Shall Article III, Section 3.02(a) of the City Charter be amended to require each candidate for office meet the qualification listed in Article II, Section 2.05 and shall not file for more than one office or position number per election. No employee of the city shall continue in such position after becoming a candidate for an elective office. *(¿Debería enmendarse el Artículo III, Sección 3.02(a) de la Carta Orgánica de la Ciudad para exigir que cada candidato para un cargo público cumpla con los requisitos enumerados en el Artículo II, Sección 2.05 y para que no pueda postularse en una misma elección para más de un cargo o puesto numerado, y para que ningún empleado de la ciudad pueda continuar con sus funciones una vez que se haya postulado como candidato para un cargo electo?)*

	FOR	AGAINST
EARLY VOTING	709	153
ELECTION DAY	355	66
<b>TOTAL</b>	<b>1064</b>	<b>219</b>
	(82.93%)	(17.07%)

**PROPOSITION NO. 13 (PROPUESTA NO. 13)**

Shall Article III, Section 3.05 of the City Charter be amended to add language to the oath that an office holder must uphold and comply with the Charter of the City of Copperas Cove. *(¿Debería enmendarse el Artículo III, Sección 3.05 de la Carta Orgánica de la Ciudad para añadir al juramento que un funcionario público debe hacer valer y cumplir con la Carta Orgánica de la Ciudad de Copperas Cove?)*

	FOR	AGAINST
EARLY VOTING	801	60
ELECTION DAY	383	40
<b>TOTAL</b>	<b>1184</b>	<b>100</b>
	(92.21%)	(7.79%)

**PROPOSITION NO. 14 (PROPUESTA NO. 14)**

Shall Article III, Section 3.06 of the city charter be amended to provide that an initiative petition must have a minimum of 500 signatures of qualified voters of the city. *(¿Debería enmendarse el Artículo III, Sección 3.06 de la Carta Orgánica de la Ciudad para disponer que toda iniciativa por petición cuente con un mínimo de 500 firmas de votantes de la ciudad que cumplan con los requisitos necesarios?)*

	FOR	AGAINST
EARLY VOTING	491	375
ELECTION DAY	253	171
<b>TOTAL</b>	<b>744</b>	<b>546</b>
	(57.67%)	(42.33%)

**PROPOSITION NO. 15 (PROPUESTA NO. 15)**

Shall Article III, Section 3.08 of the City Charter be amended to include date of birth or voter registration number and county of residence, when signing a petition for initiative or referendum, and require the return of petitions for filing within 45 days after filing the affidavit of petitioner's committee. *(¿Debería enmendarse el Artículo III, Sección 3.08 de la Carta Orgánica de la Ciudad para incluir en las iniciativas por petición o referéndum, la fecha de nacimiento o número de registro electoral y condado de residencia de los firmantes; y exigir además que las peticiones se presenten para ser tramitadas dentro de un plazo de 45 días después de que el comité petionario haya presentado su declaración juradas?)*

	FOR	AGAINST
EARLY VOTING	577	285
ELECTION DAY	267	154
<b>TOTAL</b>	<b>844</b>	<b>439</b>
	(65.78%)	(34.22%)

**PROPOSITION NO. 16 (PROPUESTA NO. 16)**

Shall Article III, Section 3.09 of the City Charter be amended to allow the City Secretary twenty (20) business days after an initiative, referendum or recall petition is filed to determine whether such petition is signed by a sufficient number of qualified voters and has proper affidavits. *(¿Debería enmendarse el Artículo III, Sección 3.09 de la Carta Orgánica de la Ciudad para permitir que el Secretario Municipal disponga de veinte (20) días hábiles a partir de que se presente para tramitación una iniciativa, referéndum, o petición de remoción, a fin de determinar si dicha petición cuenta con el número suficiente de firmas de electores habilitados, y que está acompañada de las debidas declaraciones juradas?)*

	FOR	AGAINST
EARLY VOTING	665	189
ELECTION DAY	332	85
<b>TOTAL</b>	<b>997</b>	<b>274</b>
	(78.44%)	(21.56%)

**PROPOSITION NO. 17 (PROPUESTA NO. 17)**

Shall Article III, Section 3.11 of the City Charter be amended to require the submission of an initiative petition to the qualified voters of the city at the first uniform election date in accordance with state election law. *(¿Debería enmendarse el Artículo III, Sección 3.11 de la Carta Orgánica de la Ciudad para exigir que las iniciativas por petición que haya sido tramitadas se presenten a los electores habilitados de la ciudad para ser votadas en la siguiente elección general, conforme a lo dispuesto en la ley electoral estatal?)*

	FOR	AGAINST
EARLY VOTING	799	59
ELECTION DAY	385	36
<b>TOTAL</b>	<b>1184</b>	<b>95</b>
	(92.57%)	(7.43%)

**PROPOSITION NO. 18 (PROPUESTA NO. 18)**

***Council proposed charter amendment  
Enmienda a la carta orgánica propuesta por el Concejo***

Shall Article III, Section 3.13(a) of the City Charter be amended to state: “(a) Power to recall. The voters of the City of Copperas Cove shall have the power to recall any elected officer of this city,” and delete Section 3.13(b) Definitions. *(¿Debería enmendarse el Artículo III, Sección 3.13 (a) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: Poder de remoción. El electorado de la Ciudad de Copperas Cove tendrá la facultad de remover de su cargo a cualquier funcionario público electo de esta ciudad,”y eliminar Sección 3.13 (b) Definiciones.)*

	FOR	AGAINST
EARLY VOTING	688	168
ELECTION DAY	340	81
<b>TOTAL</b>	<b>1028</b>	<b>249</b>
	(80.50%)	(19.50%)

**PROPOSITION NO. 19 (PROPUESTA NO. 19)**  
**Initiative proposed charter amendment**  
**Enmienda a la carta orgánica propuesta por iniciativa**

Shall Article III, Section 3.13(a) of the City Charter be amended to state: “(a) Power to recall. Any city council member can be recalled from office for any stated reason,” and delete Section 3.13(b) Definitions. (*¿Debería enmendarse el Artículo III, Sección 3.13 (a) de la Carta Orgánica de la Ciudad para que diga lo siguiente:“(a) Poder de remoción. Que cualquier miembro del concejo municipal pueda ser removido de su cargo por cualquier razón justificada?,” y eliminar Sección 3.13 (b) Definiciones.*)

	FOR	AGAINST
EARLY VOTING	620	239
ELECTION DAY	309	108
<b>TOTAL</b>	<b>929</b>	<b>347</b>
	(72.81%)	(27.19%)

**PROPOSITION NO. 20 (PROPUESTA NO. 20)**

Shall Article III, Section 3.13(b)(2) of the City Charter be amended to provide that requirements of a recall petition shall be designated as subsection (b) and (2) under that section be amended to provide that the petition shall be signed by qualified voters of the city equal in number to fifty-one percent (51%) of the number of those voting at the last regular municipal election of the city, or signed by seven hundred fifty (750) qualified voters, whichever is greater. (*¿Debería enmendarse el Artículo III, Sección 3.13 (b)(2) de la Carta Orgánica de la Ciudad para garantizar que los requisitos de una petición de remoción de funcionario designados como los párrafos (b) y (2) de esta misma sección, estipulen que la petición esté firmada, ya sea por al menos el cincuenta y uno por ciento (51%) del total de electores habilitados de la ciudad que hayan votado en la última elección general municipal de la ciudad, o firmada por setecientos cincuenta (750) electores habilitados, lo que sea mayor?*)

	FOR	AGAINST
EARLY VOTING	438	424
ELECTION DAY	223	195
<b>TOTAL</b>	<b>661</b>	<b>619</b>
	(51.64%)	(48.36%)

**PROPOSITION NO. 21 (PROPUESTA NO. 21)**

Shall Article III, Section 3.15 of the City Charter be amended to state, “No petition shall be filed against an elected officer within 180 days after he/she has taken office. A recall election need not be ordered by the council if the term of office of the elected officer against whom a petition is filed is to expire within 180 days after the petition is filed with the city secretary. An elected officer previously the subject of a recall election shall not be listed on a recall petition within 365 days of the previous recall petition. *(¿Debería enmendarse el Artículo III, Sección 3.15 de la Carta Orgánica de la Ciudad para que diga lo siguiente?: “No se autorizará tramitar ninguna petición para destituir a un funcionario electo durante los primeros 180 días después de que haya asumido sus funciones. El concejo no estará obligado a ordenar que se lleve a cabo una elección especial para destituir a un funcionario electo si el funcionario electo contra el cual se presente la petición de remoción vaya a cumplir el periodo de su mandato dentro del plazo de 180 días después de que el Secretario Municipal haya aceptado la petición. Un funcionario electo que previamente haya sido motivo de una elección especial para su destitución no aparecerá en una nueva petición de destitución a menos que hayan transcurrido 365 días de que se haya la petición anterior”)*

	FOR	AGAINST
EARLY VOTING	517	332
ELECTION DAY	244	167
<b>TOTAL</b>	<b>761</b>	<b>499</b>
	(60.40%)	(39.60%)

**PROPOSITION NO. 22 (PROPUESTA NO. 22)**

Shall Article V, Section 5.01 of the City Charter be amended to provide for the city attorney to designate assistant(s) city attorney if the council appropriates sufficient funds for the position. *(¿Debería enmendarse el Artículo V, Sección 5.01 de la Carta Orgánica de la Ciudad para disponer que el procurador municipal designe uno o más procuradores asistentes si el concejo asigna fondos suficientes para dichos puestos?)*

	FOR	AGAINST
EARLY VOTING	509	341
ELECTION DAY	226	190
<b>TOTAL</b>	<b>735</b>	<b>531</b>
	(58.06%)	(41.94%)

**PROPOSITION NO. 23 (PROPUESTA NO. 23)**

Shall Article VI, Section 6.10 of the City Charter be amended to provide that the budget be finally adopted not later than the 30<sup>th</sup> day of September and that the levy of property tax be set according to state law provisions governing property tax levies and the adoption requirements for the levy. *(¿Debería enmendarse el Artículo VI, Sección 6.10 de la Carta Orgánica de la Ciudad para disponer que el presupuesto se apruebe a más tardar el 30 de septiembre, y para que se establezcan los impuestos sobre la propiedad conforme a las disposiciones estatales relativas a la recaudación de dichos impuestos y requisitos para aprobar la recaudación?)*

	FOR	AGAINST
EARLY VOTING	788	61
ELECTION DAY	382	34
<b>TOTAL</b>	<b>1170</b>	<b>95</b>
	(92.49%)	(7.51%)

**PROPOSITION NO. 24 (PROPUESTA NO. 24)**

Shall Article VI, Section 6.11 of the City Charter be amended to provide that a copy of the budget, as finally adopted, be filed with the County Clerk of Lampasas County and placed on file with the city secretary, municipal library, and on the city's website. *(¿Debería enmendarse el Artículo VI, Sección 6.11 de la Carta Orgánica de la Ciudad para disponer que se deposite una copia del presupuesto, en la versión final aprobada, en las oficinas del Secretario del Condado de Lampasas, que se archive en la secretaría municipal y en la biblioteca municipal, y que aparezca en la página web de la ciudad?)*

	FOR	AGAINST
EARLY VOTING	734	109
ELECTION DAY	360	59
<b>TOTAL</b>	<b>1094</b>	<b>168</b>
	(86.69%)	(13.31%)

**PROPOSITION NO. 25 (PROPUESTA NO. 25)**

Shall Article VIII, Section 8.03 of the City Charter be amended to provide that the city manager, instead of the director of finance, shall have the duties and powers set out in that section, Accounting supervision and control. *(¿Debería enmendarse el Artículo VIII, Sección 8.03 de la Carta Orgánica de la Ciudad para disponer que el administrador de la ciudad, y no el director de finanzas, tendrá las*

responsabilidades y atribuciones enumeradas en esa sección, y supervisión y control de la contabilidad?)

	FOR	AGAINST
EARLY VOTING	506	347
ELECTION DAY	230	190
<b>TOTAL</b>	<b>736</b>	<b>537</b>
	(57.82%)	(42.18%)

**PROPOSITION NO. 26 (PROPUESTA NO. 26)**

Shall Article VIII, Section 8.09 of the City Charter be amended to provide that if the city manager is director of finance, all checks signed by him/her shall be countersigned by the assistant director of finance. (*¿Debería enmendarse el Artículo VIII, Sección 8.09 de la Carta Orgánica de la Ciudad para disponer que si el administrador municipal es a su vez director de finanzas, todos los cheques firmados por él deberán estar firmados también por el director asistente de finanzas?*)

	FOR	AGAINST
EARLY VOTING	670	187
ELECTION DAY	323	100
<b>TOTAL</b>	<b>993</b>	<b>287</b>
	(77.58%)	(22.42%)

**PROPOSITION NO. 27 (PROPUESTA NO. 27)**

Shall Article IX, Section 9.01 of the City Charter be amended to delete subsection (a), change the designation of subsection (b) to (a), (c) to (b), and delete all of subsection (d) except for the following, “No irregularities in the time or manner of making or returning the city assessment rolls or the approval of such rolls shall invalidate any assessment.” (*¿Debería enmendarse el Artículo IX, Sección 9.01 de la Carta Orgánica de la Ciudad para eliminar el párrafo (a) de esa sección, cambiar la designación del párrafo (b) a (a), (c) a (b), y eliminar todo el párrafo (d) excepto lo siguiente: “Ninguna irregularidad en el momento o la forma de establecer o confirmar los registros catastrales o la aprobación de dichos registros podrá invalidar un gravamen tributario?”*)

	FOR	AGAINST
EARLY VOTING	575	261
ELECTION DAY	269	141
<b>TOTAL</b>	<b>844</b>	<b>402</b>
	(67.74%)	(32.26%)

### **PROPOSITION NO. 28 (PROPUESTA NO. 28)**

Shall Article XI, Section 11.18 of the City Charter be amended to provide that a charter amendment proposed by petition be signed by not less than twenty-five (25%) percent of the number of those who voted at the last regular municipal election, or signed by five hundred (500) qualified voters, whichever is greater, and hold a special election, if necessary, on the first uniform election date in accordance with state law. *(¿Debería enmendarse el Artículo XI, Sección 11.18 de la Carta Orgánica de la Ciudad para disponer que una enmienda a la carta propuesta por petición deberá estar firmada ya sea por no menos de veinticinco por ciento (25%) del número de electores que hayan votado en la elección general municipal anterior, o por quinientos (500) electores habilitados, lo que resulte mayor, y de ser necesario, llevar a cabo una elección especial en la siguiente fecha de elecciones generales conforme con lo dispuesto por la ley del Estado?)*

	FOR	AGAINST
EARLY VOTING	521	336
ELECTION DAY	260	157
<b>TOTAL</b>	<b>781</b>	<b>493</b>
	(61.30%)	(38.70%)

### **SECTION 3.**

Charter Amendments Authorized. As a result of said election, and in conformity with law, this City Council is authorized to amend the Home Rule Charter to reflect the provisions of the propositions receiving a favorable vote of a majority of the resident, qualified voters participating in the Election.

### **SECTION 4.**

Official Precinct Report. A copy of the official Precinct Report is attached and made a part of this ordinance and is marked "Exhibit A".

Proposition numbers one through twenty-eight (1-28) received favorable votes of a majority of the resident, qualified voters participating in the Special Election.

**PASSED, APPROVED, AND ADOPTED** on this 20th day of May 2008, at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. and at which meeting a quorum was present and voting.

\_\_\_\_\_  
Robert L. Reeves, Mayor Pro Tem

ATTEST:

\_\_\_\_\_  
Jane Lees, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
James R. Thompson, City Attorney