



**NOTICE OF WORKSHOP
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*

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **5th day of January 2010**, 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. Presentation and update on the Northeast Sewer Line Project included in the approved 2010 CIP. **Robert M. McKinnon, Director of Public Works**
2. Provide direction to City staff on item C-1 above. **Andrea M. Gardner, City Manager.**

D. ADJOURNMENT

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 _____, **December 31, 2009** on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, TRMC, CMC, City Secretary



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

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on the City's Web Page, 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 **5th day of January 2010** 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: Tim Molnes, Police Chief – 30 years. **Andrea M. Gardner, City Manager**

F. CITIZENS FORUM – At this time, citizens will be allowed to speak 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 considered separately.

1. Consideration and action on approving the minutes from the special council meeting on December 10, 2009. **Stefanie Brown, Deputy City Secretary**
2. Consideration and action on approving the minutes from the special (6:00 p.m.) council meeting on December 14, 2009. **Jane Lees, City Secretary**

3. Consideration and action on approving the minutes from the special (7:00 p.m.) council meeting on December 14, 2009. **Jane Lees, City Secretary**
4. Report and possible action on approving the by-laws for the City of Copperas Cove Parks Committee. **Danny Zincke, Assistant Director of Community Services**
5. Consideration and action upon approving a resolution authorizing the City Manager to execute a grant application for the 2009 Statewide Transportation Enhancement Program. **Wesley Wright, P.E., City Engineer**

H. PUBLIC HEARINGS/ACTION – None.

I. ACTION ITEMS

1. Consideration and action on adopting an ordinance designating Reinvestment Zone No. 2 for purposes of granting a tax abatement per the Texas Property Tax Code. **Andrea M. Gardner, City Manager**
2. Consideration and action on authorizing the City Manager to execute a Property Tax Abatement Agreement with Canyon Creek Developers, LLC, dba Stoney Brook of Copperas Cove. **Andrea M. Gardner, City Manager**
3. Consideration and action on adopting an ordinance to annex a 20.51 acre tract of land known as Taylor Creek Elementary School to the City of Copperas Cove, Texas. **Andrea M. Gardner, City Manager**
4. Consideration and action on appointing a member to the Hotel/Motel Tax Committee. **Frank Seffrood, City Council, Place 7**
5. Discussion on legal services provided to the City of Copperas Cove. **Willie C. Goode, City Council, Place 6**
6. Consideration and action on the resignation request by Council Member Chuck Downard from the Liaison position with the Economic Development Corporation (EDC). **Chuck Downard, City Council, Place 3**
7. Consideration and action on authorizing the City Manager to execute a land purchase agreement for the Fire Station #2 relocation project. **Andrea M. Gardner, City Manager**
8. Consideration and action on authorizing the City Manager to execute a contract with David Smith Construction for the Lutheran Church Road Street and Drainage Improvements project. **James A. Trevino, Assistant Public Works Director**
9. Consideration and action on authorizing the City Manager to enter into an interlocal agreement with North Central Texas Council of Governments

(NCTCOG) and a master agreement with Gabriel, Roeder, Smith & Co. (GRS) for actuarial services for the fiscal year 2008-09 audit. **Wanda Bunting, Director of Financial Services**

10. Consideration and action on an ordinance amending the City's "Fee Schedule." **Wanda Bunting, Director of Financial Services**

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS – None.

1. CCEDC digital sign update. **Dan Yancey, Chairman, CCEDC Board of Directors**

K. ITEMS FOR FUTURE AGENDAS

L. EXECUTIVE SESSION

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

N. 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.

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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 _____, December 31, 2009, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, TRMC, CMC, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
December 10, 2009 – 7:00 P.M.**

A. CALL TO ORDER

Mayor John Hull called the special meeting of the City Council of the City of Copperas Cove Texas to order at 7:00 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Richard Leary, Word of Life, the Church of the Living God International, gave the Invocation, and Mayor Hull led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Chuck Downard
Danny Palmer
Bill L. Stephens
Willie C. Goode
Frank Seffrood

Andrea M. Gardner, City Manager
Stefanie Brown, Deputy City Secretary

D. ANNOUNCEMENTS

Mayor Hull reminded the senior citizens the Exchange Club is having their Senior Dinner at noon on Sunday at the Civic Center.

E. PUBLIC RECOGNITION – None.

F. CITIZENS' FORUM At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

G. CONSENT ITEMS

1. Consideration and action to approve the CCEDC invoice from Walker Partners. ***Dan Yancey, Chair, CCEDC Board of Directors***

2. Consideration and action to approve the CCEDC invoice from David Smith Construction. ***Dan Yancey, Chair, CCEDC Board of Directors***

3. Consideration and action to approve the CCEDC invoice from EV Studio Texas, LLC. ***Dan Yancey, Chair, CCEDC Board of Directors***

5. Consideration and action on a resolution authorizing the City Manager to execute a grant application for the 2009 Statewide Transportation Enhancement Program. ***Wesley Wright, P.E., City Engineer***

6. Consideration and action on approving the minutes from the regular council meeting on December 1, 2009. **Jane Lees, City Secretary**

Council Member Youngs requested that item G-4 be removed for further discussion.

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

4. Consideration and action to approve the CCEDC invoice from Turley Associates, Inc. **Dan Yancey, Chair, CCEDC Board of Directors**

After discussion Council Member Youngs made a motion that item G-4 not be paid until the billing error is corrected. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION

1. Public hearing on the annexation of a 20.51 acre tract of land known as Taylor Creek Elementary School to the City of Copperas Cove, Texas. **Andrea M. Gardner, City Manager**

Mayor Hull opened the public hearing at 7:12 p.m..

Andrea M. Gardner, City Manager, gave an overview of agenda item H-1.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:14 p.m..

No action taken.

I. ACTION ITEMS – None.

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS – None.

K. ITEMS FOR FUTURE AGENDAS – None.

L. EXECUTIVE SESSION – None.

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

N. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 7:15 p.m.

John Hull, Mayor

ATTEST:

Stefanie Brown, Deputy City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
December 14, 2009 – 6:00 P.M.**

A. CALL TO ORDER

Mayor John Hull called the special meeting of the City Council of the City of Copperas Cove Texas to order at 6:00 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE – None.

C. ROLL CALL

ALSO PRESENT

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Chuck Downard
Danny Palmer
Bill L. Stephens
Willie C. Goode
Frank Seffrood

Andrea M. Gardner, City Manager
Jane Lees, City Secretary

D. ANNOUNCEMENTS

Mayor Hull displayed a plaque that was presented to the City of Copperas Cove by Lieutenant General Robert W. Cone of Fort Hood in recognition for the assistance and support from the City in response to the tragedy of November 5, 2009. Mayor Hull presented the plaque to Fire Chief Baker.

E. PUBLIC RECOGNITION – None.

F. CITIZENS' FORUM At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. – None.

G. CONSENT ITEMS – None.

H. PUBLIC HEARINGS/ACTION – None.

I. ACTION ITEMS – None.

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS – None.

K. ITEMS FOR FUTURE AGENDAS – None.

L. EXECUTIVE SESSION

1. Pursuant to §551.087 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property – Fire Station No. 2 relocation project.

2. Pursuant to §551.071 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations – Stoney Brook Assisted Living Center.

The Council adjourned to Executive Session at 6:02 p.m.

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

The Council reconvened into open session at 6:38 p.m. Mayor Hull announced that there was no action to be taken as a result of the Executive Session discussions.

N. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 6:39 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
December 14, 2009 – 7:00 P.M.**

A. CALL TO ORDER

Mayor John Hull called the special meeting of the City Council of the City of Copperas Cove Texas to order at 7:00 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Richard Leary, Word of Life, the Church of the Living God International, Inc., gave the Invocation, and Mayor Hull led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Chuck Downard
Danny Palmer
Bill L. Stephens
Willie C. Goode
Frank Seffrood

Andrea M. Gardner, City Manager
Jane Lees, City Secretary

D. ANNOUNCEMENTS – None.

E. PUBLIC RECOGNITION – None.

F. CITIZENS' FORUM At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. – None.

G. CONSENT ITEMS

1. Consideration and action to approve the CCEDC invoice from Turley Associates, Inc. ***Dan Yancey, Chair, CCEDC Board of Directors***

Council Member Downard made a motion to approve consent items G-1. Council Member Stephens seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION

1. Second public hearing on the annexation of a 20.51 acre tract of land known as Taylor Creek Elementary School to the City of Copperas Cove, Texas. ***Andrea M. Gardner, City Manager***

Andrea M. Gardner, City Manager, gave an overview of agenda item H-1.

Mayor Hull opened the public hearing at 7:02 p.m.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:03 p.m.

I. ACTION ITEMS – None.

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS – None.

K. ITEMS FOR FUTURE AGENDAS

Council Member Downard requested that an item be placed on the January 5, 2009 agenda to consider his resignation as the Council Liaison to the Copperas Cove Economic Development Corporation. The Council concurred.

L. EXECUTIVE SESSION – None.

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

N. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 7:05 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City of Copperas Cove City Council Agenda Item Report

January 5, 2010

Agenda Item G-4

Contact – Danny Zincke, Assistant Director of Community Services, 535-4809
dzincke@ci.copperas-cove.tx.us

SUBJECT: Report and possible action on approving the by-laws for the City of Copperas Cove Parks Committee.

1. BACKGROUND/HISTORY

In July 2009 the Copperas Cove City Council voted to approve the creation of the Copperas Cove Parks Committee. The committee advertised for potential committee appointees, thus the City Council appointed five members and two alternates to the committee.

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove Parks Committee held an inaugural meeting December 1, 2009. At the meeting the committee reviewed and unanimously voted to recommend approval of the Parks Committee by-laws.

FINANCIAL IMPACT

None.

3. ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of the by-laws for the City of Copperas Cove Parks Committee.

BY-LAWS OF THE CITY OF COPPERAS COVE

PARKS AND RECREATION

COMMITTEE

These By-Laws govern the City of Copperas Cove's Park and Recreation Committee, a committee appointed by the City Council of the City of Copperas Cove.

ARTICLE 1 ORGANIZATION

- 1.01 The Committee shall consist of five (5) voting members and two (2) alternates, all serving without pay, who shall be appointed by the City Council.
- 1.02 The term of office of each member of the Committee shall be two (2) years or until their successors are appointed and qualified. The Committee shall set up staggered terms for those appointed so that continuity among the Committee will be maintained.
- 1.03 The Chairman of the Committee will be a city staff member appointed by the City Manager. The Chairman will be a non-voting member of the Committee.

ARTICLE 2 OFFICERS

- 2.01 The Committee may elect and install officers as may be necessary. The Committee must define the authority and duties of the positions, and elect or appoint the persons to fill the position.
- 2.02 The Committee's officers will be appointed annually by the Committee and will remain in office until their successor has been appointed.
- 2.03 Any officer elected or appointed by the Committee may be removed by the Committee with good cause by majority vote of its members.
- 2.04 The Committee may select a person to fill a vacancy in any office for the unexpired portion of the officer's term.
- 2.05 Secretary – The Secretary will;
 - a. Take minutes of the meetings of the members and the Committee and keep the minutes and part of the committee records.
 - b. Maintain a copy of the Committee records.
 - c. Perform duties as assigned by the chairman or the Committee.
 - d. Perform all duties incident to the office of secretary.

ARTICLE 3
MEETINGS

- 3.01 The Committee will meet from time to time, as necessary to fulfill it's duties as assigned by the City Council.
- 3.02 Members will be notified of meetings no less than three nor more than 30 days before the date of the meeting. The notice will state the place, day, and time of the meeting and the purpose or purposes for which it is called.

ARTICLE 4
VOTING

- 4.01 In regards to any item that must be approved by the Committee, each member of the voting members (5) are entitled to one (1) vote on any given issue.
- 4.02 A member may not vote by proxy.

ARTICLE 5
DUTIES, RESPONSIBILITIES

- 5.01 The Committee, when tasked by the City Council shall act in an advisory capacity to the City Council and the Planning and Zoning Commission with advice and recommendations on policies, rules and regulations relating to the administration of public park and recreation facilities.
- 5.02 The Committee when tasked by the City Council shall provide advisory oversight of public playgrounds, athletic fields, recreation centers and other facilities and activities on any of the properties owned or controlled by the City or on other properties with the consent of the owners and authorities.
- 5.03 Committee shall make a complete annual report and other required reports to the City Council.
- 5.04 The Committee, when tasked by the City Council, will act in an advisory capacity with other municipal departments and/or political subdivisions to provide and establish, operate, conduct, and maintain a supervised recreation system and to acquire, operate, improve and maintain property, both real and personal, for parks, playgrounds, recreation centers, and other recreation facilities and activities.
- 5.05 The Committee will follow the directive of the Parks Master Plan as set forth by the City of Copperas Cove's current Comprehensive Plan.

ARTICLE 6
ABSENCES

- 6.01 If a Committee member misses three (3) consecutive meetings or a total of four (4) meetings in any one year the member will be considered as resigning their appointment and the City Council will appoint a replacement to serve out the unexpired term.

ARTICLE 7
VACANCIES

- 7.01 The Committee will notify the City Council of any vacancy occurring on the Committee, and the vacancy will be filled by the City Council.

ARTICLE 8
AMENDING THE BY-LAWS

- 8.01 These By-Laws may be altered, amended, or repealed and new by-laws may be adopted with the recommendation of the Committee and the approval of the Copperas Cove City Council.

City of Copperas Cove City Council Agenda Item Report

January 5, 2010

Agenda Item No. G-5

Contact – Wesley Wright, P.E., City Engineer, 547-0751
wwright@ci.copperas-cove.tx.us

SUBJECT: Consideration and action upon approving a resolution authorizing the City Manager to execute a grant application for the 2009 Statewide Transportation Enhancement Program.

1. BACKGROUND/HISTORY

On October 5, 2009, the Texas Department of Transportation (TxDOT), in cooperation with the Federal Highway Administration announced a call for project nominations to the 2009 State Highway Transportation Enhancement Program (STEP).

The program focuses on “quality of life” aspects and attempts to create a more aesthetic, pleasant, and improved interface between the community and the state highway system.

The program contains twelve qualifying categories. With Council’s approval on December 12, 2009, City Staff submitted an application for “provisions of facilities for pedestrians and bicycles”.

Based on discussions with TxDOT officials, City staff concluded that the most feasible qualifying category would be provisions of facilities for pedestrians and bicycles. The project for consideration expands upon an approved Capital Improvement Plan (CIP) project – FM 116 Sidewalk from Randa to FM 3046.

Given TxDOT’s administrative costs associated with the STEP grant, the project included in the Adopted CIP and identified as “FM 116 Sidewalk from Randa to FM 3046” would not likely achieve the necessary support to justify awarding a grant. Thus, expanding the aforementioned project to include the Southpark trail head combined with extending the project north to Hwy 190, then west to Olgetree Gap would result in a sidewalk project that is likely to receive more favorable consideration from TxDOT. Please see the attached schematic for an overall proposed alignment.

2. FINDINGS/CURRENT ACTIVITY

Preliminary reviews from TxDOT's Waco District Office were favorable and minor changes were recommended to the City's grant application prior to moving forward.

The first recommended change included labeling the project as "pedestrian" trails as opposed to "hike and bike" trails. TxDOT requires all "hike and bike" trails be a minimum of 10' wide. The City's proposed project contains 6' wide sidewalks which could realistically handle bicycle traffic, but cannot be classified as a "hike and bike" trail.

Minor cosmetic and content changes will be required as a result of the change from "hike and bike" to "pedestrian" trails.

Additionally, TxDOT recommends wording changes to the adopted Resolution on December 10, 2009. TxDOT has requested specific Resolution wording that states:

"The City of Copperas Cove agrees to commit to the project's development implementation, construction, maintenance, management, and financing. The City of Copperas Cove further agrees to provide the required local match at 20% or greater of the total project cost, including being responsible for all non-federally fundable items and 100% of all overruns."

The program's initial deadline was December 11, 2009, which the City met. TxDOT's Waco District Office has given project applicants until January 14th to make recommended revisions. At that time, projects will be submitted to Austin for further consideration.

3. FINANCIAL IMPACT

The STEP Grant, if awarded, will require a 20% local match that may include an in-kind contribution. Funds for the FM 116 Sidewalk projected earmarked in the Adopted CIP could be utilized upon completion of a CIP amendment and appropriation of funds. The funds for appropriation would likely be transferred from the General Fund or included in a future debt issuance.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that Council adopt a resolution authorizing the City Manager to execute a grant application for the 2009 Statewide Transportation Enhancement Program and reinforcing the City's commitment to the project.

RESOLUTION NO. 2010-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE 2009 STATEWIDE TRANSPORTATION ENHANCEMENT PROGRAM, AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE GRANT REQUIREMENTS.

WHEREAS, On October 9, 2009 the Texas Department of Transportation (TxDOT) announced the 2009 Program Call for project nominations under the Transportation Enhancement Program; and

WHEREAS, The Transportation Enhancement Program and its activities focus on "quality of life" development aimed at positive community impact; and

WHEREAS, The Transportation Enhancement Program allows cities the opportunity to create a more aesthetic, pleasant, and improved interface between its traditional transportation modes and the citizens of their communities; and

WHEREAS, The City of Copperas Cove is a city with limited financial resources and desires to support the development of pedestrian facilities; and

WHEREAS, The City of Copperas Cove has developed or is interested in developing a Transportation Enhancement Program project to create or improve pedestrian facilities within the City; and

WHEREAS, The City of Copperas Cove is determined to support pedestrian trail development, including coordinated efforts involving TXDOT programs targeting transportation enhancement; and

WHEREAS, The City of Copperas Cove intends to comply with all 2009 Transportation Enhancement Program requirements and other federal and state law.

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

SECTION 1.

The City of Copperas Cove, through the City Manager, is authorized to submit a grant application for the TxDOT 2009 Statewide Transportation Enhancement Program to be used to improve and create pedestrian trails within the City.

SECTION 2.

The City of Copperas Cove agrees to commit to the project's development implementation, construction, maintenance, management, and financing. The City of Copperas Cove further agrees to provide the required local match at 20% or greater of the total project cost, including being responsible for all non-federally fundable items and 100% of all overruns.

PASSED, APPROVED, AND ADOPTED on this 5th day of January 2010, 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.

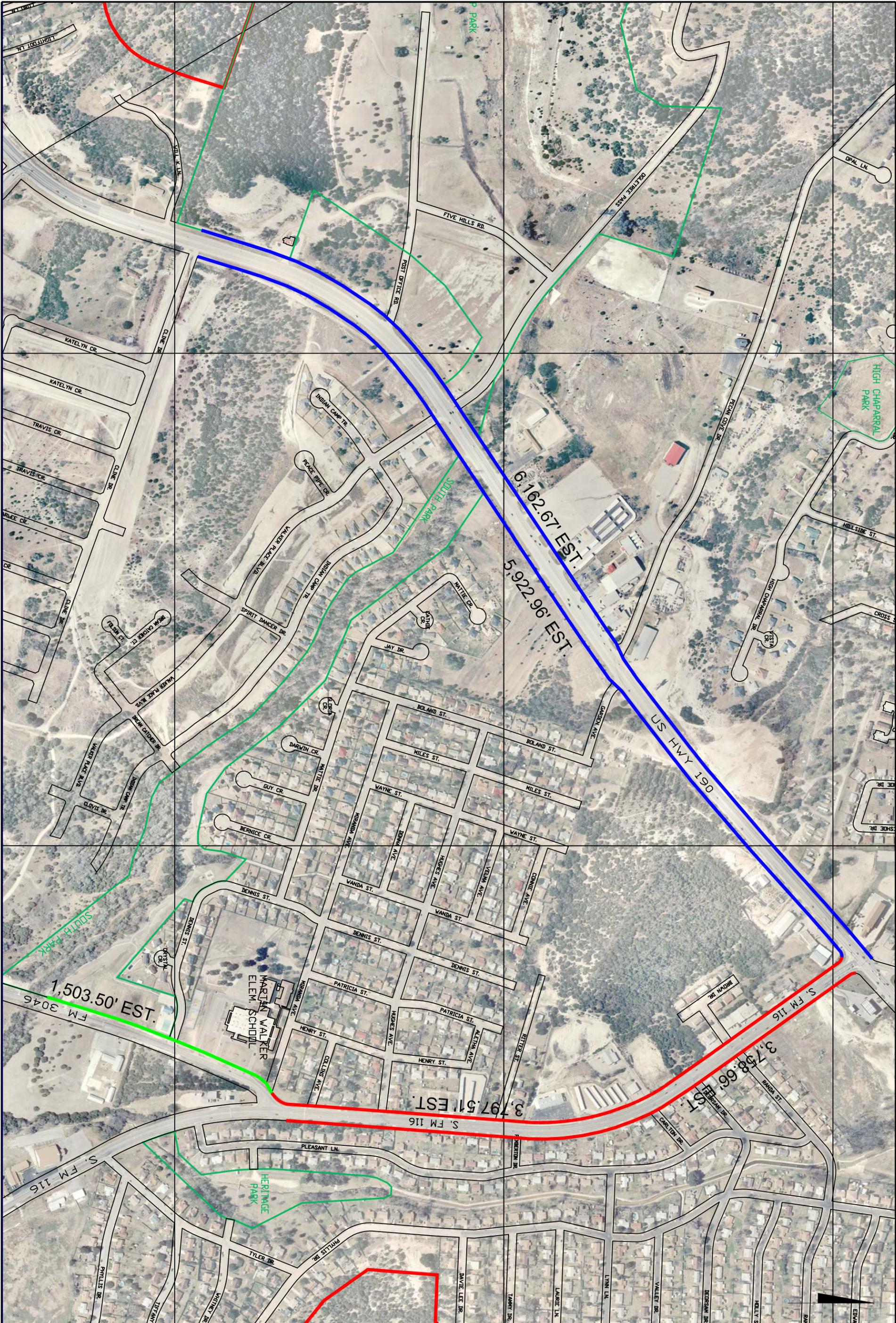
John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha
& Bernal, P.C., City Attorney



OGLETREE GAP HIKE & BIKE TRAIL EXTENSION

AERIAL/VICINITY MAP

DATE: November 20, 2009
 N/A
 SCALE: N/A
 DESIGNED BY: N.T.S.
 CITY OF COPPERAS COVE, TX.
 DRAWING FILE: H&B Trail Proposed.pdf
 SHEET: 1 of 1


 CITY OF COPPERAS COVE
 507 SOUTH MAIN STREET
 COPPERAS COVE, TX. 76522
 PH: (254) 547-4221
 FAX: (254) 547-4301

City of Copperas Cove

City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-1

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

SUBJECT: Consideration and action on adopting an ordinance designating Reinvestment Zone No. 2 for purposes of granting a tax abatement per the Texas Property Tax Code.

1. BACKGROUND/HISTORY

At the June 16, 2009 Regular Council Meeting, the City Council provided direction to the Copperas Cove Economic Development Corporation, CCEDC, to form a committee to create economic development guidelines and criteria for tax abatement. A workshop was held on September 1, 2009, at which the CCEDC presented the City Council with recommended economic development guidelines and criteria for tax abatement. A follow up workshop was conducted on October 13, 2009 to discuss tax abatement guidelines and criteria as shown in the Property Tax Code §312 and a Resolution was approved expressing the taxing unit's intent to become eligible to participate in tax abatement by the City Council.

At the October 26, 2009 meeting, the City Council decided to defer establishing reinvestment zone until presented with a request for tax abatement. Thus, following the October 26, 2009 Council Meeting, an application was received from Canyon Creek Developers LLC, dba Stoney Brook of Copperas Cove.

During the City Council's November 3, 2009 meeting, as required by §312.201(d) of the Texas Property Tax Code, the Council set November 17, 2009, as the date for the Public Hearing and designation of the reinvestment zone. Furthermore, the City complied with §312.201(d) that requires notification of the date of the hearing to all taxing jurisdictions within seven (7) days of the hearing and publication in a newspaper having general circulation in the municipality.

2. FINDINGS/CURRENT ACTIVITY

On November 17, 2009, the City conducted the required public hearing for designating a proposed area as a reinvestment zone for the purposes

of granting a tax abatement. §312.201(a) of the Texas Property Tax Code, provides the governing body of a municipality the authority to designate an area as a reinvestment zone by ordinance provided the governing body finds the requirements of §312.202 are satisfied.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of an ordinance designating Reinvestment Zone No. 2 for purposes of granting a tax abatement per the Texas Property Tax Code.

ORDINANCE NO. 2010-02

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 2; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A TAX ABATEMENT REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; AUTHORIZING AGREEMENTS IN WRITING WITH THE OWNERS OF ANY TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY LOCATED WITHIN THE DESIGNATED ZONE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COPPERAS COVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDE A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.

WHEREAS, The City of Copperas Cove has caused notice to be published in a newspaper having general circulation in the City and has delivered such notice to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property described herein; and

WHEREAS, The City Council of the City of Copperas Cove has conducted a public hearing on the designation of the area described herein as a reinvestment zone in a regularly scheduled meeting on November 17, 2009, such date being a least seven (7) days after the date of publication of the notice of such public hearing as required by the Texas Tax Code; and

WHEREAS, Notice of the public hearing was delivered to the presiding officer of the governing body of each affected taxing unit at least seven (7) days before the date of the public hearing; and,

WHEREAS, The City, at such hearing, invited all interested persons or their representatives to appear and speak for or against the creation of the proposed reinvestment zone, the boundaries of the proposed reinvestment zone, whether all or part of the territory described in this ordinance should be included in such proposed reinvestment zone, and the concept of tax abatement;

WHEREAS, The City Council at the regularly scheduled meeting on January 5, 2010, has considered the matter and deems it in the public interest to authorize this action.

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

Section 1

That the City Council of Copperas Cove finds that the area described herein will, if designated as a tax abatement reinvestment zone, be reasonably likely to contribute to the retention or expansion of primary employment, or to attract major investment in the zone that will be of benefit to the property and contribute to the economic development of the City. The City Council further finds that the improvements sought are feasible and practicable and would be of benefit to the land included in the zone and to the City after expiration of a tax abatement agreement.

Section 2

That pursuant to the provisions of Section 312.201 of the Texas Tax Code, the area consisting of a tract of land containing approximately 5.02 acres and being further described in "Exhibit A" attached hereto and made a part hereof for all purposes (the "Property") is hereby designated as a Reinvestment Zone, and for identification shall be known as "Reinvestment Zone No. 2.

Section 3

That the Property within Reinvestment Zone No. 2 is eligible for commercial-industrial tax abatement effective as of January 5, 2010.

Section 4

That the City Council hereby authorizes tax abatement agreement(s) with the owner(s) of Property for the abatement of improvements to be constructed on the Property located within the Reinvestment Zone designated herein, subject to the guidelines and criteria governing tax abatement heretofore adopted by the City Council. The City Manager is hereby authorized to execute tax abatement agreements with the owner(s) of the Property located within the Reinvestment Zone designated herein in accordance with this Ordinance.

Section 5

If any article, paragraph or subdivision, clause of provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

Section 6

That all provisions of the ordinances of the City in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 7

That this ordinance shall become effective immediately from and after its passage in accordance with the provisions of the Charter of the City of Copperas Cove, Texas, and it is accordingly so ordained.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, this 5th day of January 2010; such meeting was held in compliance with the Open Meetings Act (Government Code, Article 551.001 et seq), at which meeting a quorum was present and voting.

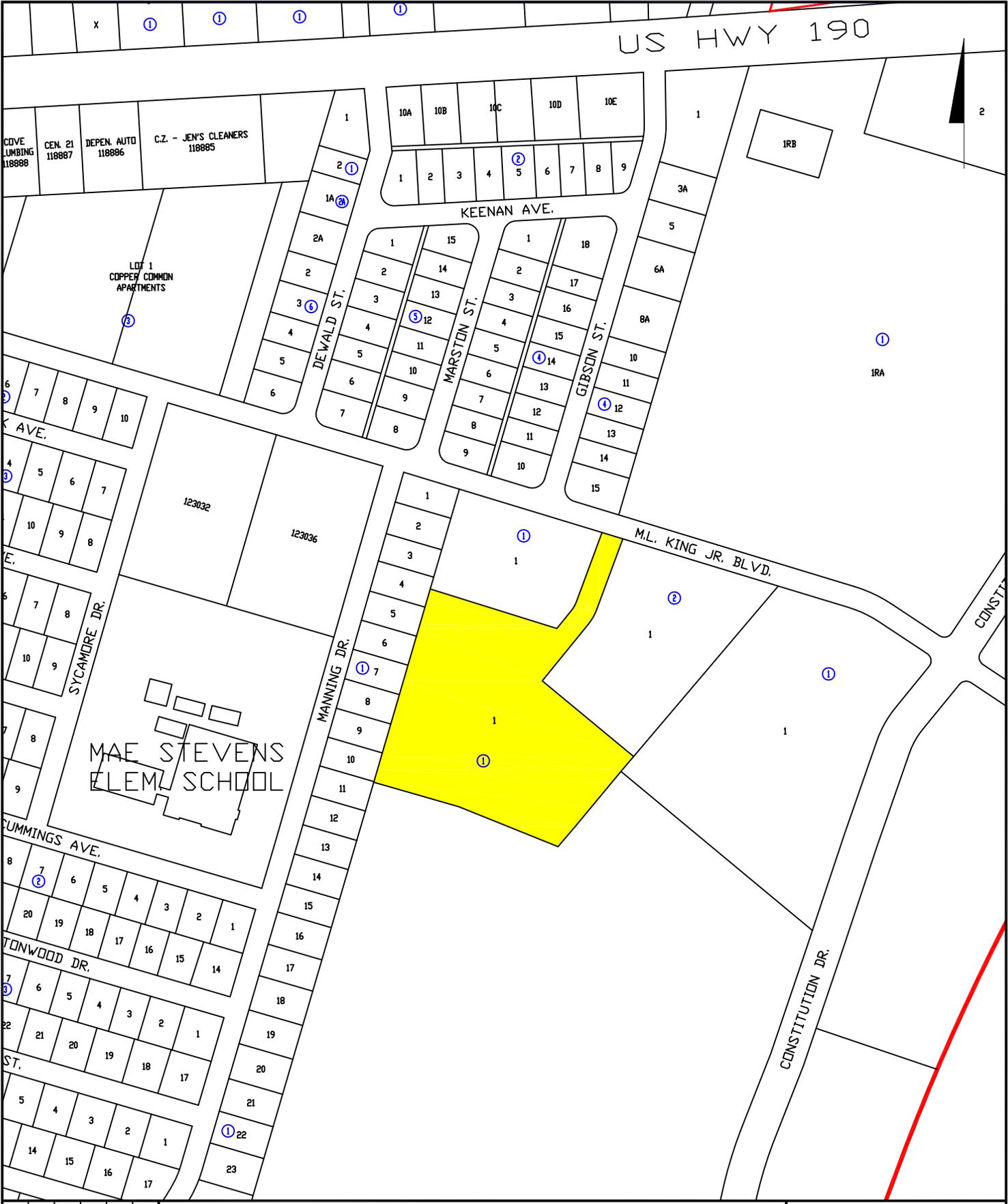
John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha
& Bernal, P.C., City Attorney



PROPOSED REINVESTMENT ZONE

1808 M.L. KING JR. BLVD.

DATE: November 05, 2009
 REVISION: N/A
 SCALE: 1" = 300'
 DESIGNED BY: City of Copperas Cove, TX
 DRAWING FILE: 1808 M.L. King Jr Blvd
 SHEET: 1 of 1



City of Copperas Cove City Council Agenda Item Report

January 5, 2010

Agenda Item I-10

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

SUBJECT: Consideration and action on an ordinance amending the City's "Fee Schedule."

1. BACKGROUND/HISTORY

Most of the City's fees are identified in a "Fee Schedule" which is formally adopted by the City Council in the form of an Ordinance. Each year, and sometimes more frequently, the ordinance is presented to the City Council for consideration of certain changes and additions. Changes and additions to the Fee Schedule ordinance were presented to City Council and approved by the City Council on September 15, 2009 with minor revisions on October 13, 2009.

Various fees that are on other City Ordinances are being consolidated once identified so that citizens will have one location for all City Fees.

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove Fire Department has a contractual agreement with Coryell County to provide inspection services to designated unincorporated areas of southern Coryell County. Limited life and fire safety inspections in designated areas of southern Coryell County will be conducted by the Copperas Cove Fire Department and the Code and Health Compliance Department. The inspections are primarily state required inspections for foster care and adoption care homes. The changes to the fee schedule will allow nominal charges to the owners of the structures to assist with the cost of providing the services.

The fee schedule currently lists charges for licensed facility inspections. The current charges are based on inspections conducted inside city limits. The proposed change includes placing "Inside City Limits" at the end of the current statements and adding the following fees to Licensed Facility Inspections.

Licensed Facility Inspections

Private Schools, Day Care, Nursing
Home, Assisted Living Centers
(less than 50 occupants) – Outside City Limits \$100.00 + \$5 per mile

Private Schools, Day Care, Nursing Home, Assisted Living Centers (50 or more occupants) – Outside City Limits \$200.00 + \$5 per mile

Foster Home, Adoptive Home – Outside City Limits \$50.00 + \$5 per mile

Re-inspection Fee (charged when both the Initial and one re-inspection have failed) – Outside City Limits \$200.00 + \$5 per mile

In addition, square footage of the various rental facilities has been added to the fee schedule per citizens' request.

3. FINANCIAL IMPACT

The City will invoice for inspections conducted. As these are new fees, the financial impact of the service is undetermined. Revenue will be recorded in the General Fund as earned.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council approve an ordinance amending the City's "Fee Schedule."

ORDINANCE NO. 2010-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS AMENDING THE FEE SCHEDULE FOR THE CITY OF COPPERAS COVE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove adopted an updated “Fee Schedule” on October 13, 2009 for Fiscal Year 2009-2010; and

WHEREAS, City staff reviewed all fees related to the contractual agreement with Coryell County to provide inspection services and identified additional changes to the current fee structure; and

WHEREAS, City staff recommends changes to the current fees in order to comply with the new contract and provide flexibility.

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

SECTION 1.

That the “Fee Schedule” attached to this ordinance as “Exhibit 1” and incorporated herein by reference is hereby adopted as presented.

SECTION 2.

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

SECTION 3.

That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the City as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 4.

That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 5th day of January 2010, at a regular meeting held by the City Council of the City of Copperas Cove, Texas, pursuant to the Tex. Gov’t Code § 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha
& Bernal, P.C., City Attorney

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

POLICE DEPARTMENT	Fee
Wrecker Surcharge Fee - Per Call (Charged only if Notification Letter Sent by City)	\$10.00
Alarm-excessive false alarm fee	\$50.00
Bicycle Registration	\$2.00
Criminal History Letters	\$6.00
Photographs	\$3.00
Fingerprints (per card)	\$5.50
INS Fingerprinting	\$20.00
Offense Reports:	
- In Person (per page)	\$0.10
- Mail (per page)	Postage + .10
Fax:	
- Local (per page)	\$0.10
- Long Distance/Same Area Code (per page)	\$0.50
- Long Distance/Other Area Code (per page)	\$1.00
Accident Reports (per report)	\$5.00
Certification of Accident Report	\$2.00
Escort Fees for movers	\$25.00
Police Station Meeting Room (1,452 sq. ft.) Rental (Reservations Required):	
- Government Entity	No Charge
- Youth Groups (per hour)	\$15.00
- Non-Profit Organizations not affiliated with the COCC (per hour)	\$15.00
- Private Organizations (per hour)	\$30.00

ANIMAL CONTROL

Surrender Fees:	
- Resident	\$5.00
- Non-Resident	\$10.00
Adoption Fees:	
- Dogs	\$15.00
- Cats	\$15.00
City Licenses:	
- Dogs	\$3.00
- Cats	\$3.00
Impound Fees:	
- Reclaimed First Day	\$20.00
- Additional Days (per day)	\$3.00
- If the animal was tranquilized (adding to the impound fee)	\$10.00
- Daily Boarding Fee (after owner notification)	\$5.00
- Quarantine Fee (per day)	\$10.00
Exotic Wildlife Permit	\$25.00
Animal Vendor Fee	\$70.00
Vicious/Dangerous Animal Registration	\$150.00
Dangerous Animal Sign	\$25.00
Euthanasia:	
- Resident	\$15.00
- Non-Resident	\$25.00
Duplicate License Tag	\$2.00
Disposal of Farm Animals (varies depending on weight and use of heavy equipment):	
Animal Control Standard Fee	\$25.00
Plus (if necessary) utilizing a front loader	\$75.00/hr
Plus disposal fee	\$0.0235/pound
Microchip Fee (Cats & Dogs)	\$10.25
Deer Feeding Violation (Ord 2007-03) - 1st Offense	\$50.00
Deer Feeding Violation (Ord 2007-03) - 2nd Offense	\$100.00
Deer Feeding Violation (Ord 2007-03) - 3rd Offense & Beyond	\$150.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Fee

FIRE DEPARTMENT

EMS	
Annual License Fee - Private Ambulance Service	\$2,500.00
<i>(Above fee may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)</i>	
Non-Emergency Service Call (per half hour)	\$50.00
Witness Fees (per half hour)	\$50.00
Stand-by-Time (per half hour)	\$50.00
Ambulance Transport Rates:	
- Base BLS Inside City Limits	\$650.00 + mileage
- Base ALS 1 Inside City Limits	\$750.00 + mileage
- Base ALS 2 Inside City Limits	\$850.00 + mileage
- Outside City Limits	\$800.00 + mileage
<i>(does not apply if covered by separate contract)</i>	
- Mileage Charge from Station to Delivery Point (per mile rounded to whole miles)	\$15.00
- "No Transport Fee" - City (if requested by patient or family)	\$150.00 + \$15/mile
- "No Transport Fee" - County (if requested by patient or family)	\$200.00 + \$15/mile
<i>(does not apply if County is covered by separate contract)</i>	
<i>(Above "No Transport Fee" may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)</i>	

FIRE	
<u>Used for Hazardous Materials Incidents, criminal/administrative restitution, and disaster reimbursement</u>	
Engine with up to 3 personnel (per hour)	\$500.00
Ladder with up to 3 personnel (per hour)	\$600.00
Brush truck with up to 2 personnel (per hour)	\$400.00
Command / Support Vehicle (per hour)	\$200.00
Each additional personnel (per hour)	\$50.00
Investigator (per hour)	\$50.00
Extrication tools (per hour)	\$50.00
Disposable supplies, damaged or contaminated equipment, fire hose, nozzles, etc.	Replacement Cost including Shipping

FIRE INSPECTIONS	
Fixed Piping Systems Permit	\$125.00
Permit covers the following:	
- Plans review	
- Necessary meetings	
- Witnessing tests	
- Final inspection/approval	

Fire Alarm Systems Permit	\$125.00
Permit covers the following:	
- Plans review	
- Necessary meetings	
- Witnessing tests	
- Final inspection/approval	
(Note: permit fee covers up to 200 devices. Each additional device over 200 is \$1.00 per device. Maximum permit fee is \$1,000.00.)	

Fire Protection Systems Permit	\$125.00
Permit covers the following:	
- Plans review	
- Necessary meetings	
- Witnessing tests	
- Final inspection/approval	

Above & Below Ground Fuel Storage Tank Installation and Removal	\$125.00
Permit covers the following:	
- Plans review	
- Necessary meetings (if necessary)	
- Witnessing tests	
- Final inspection/approval	

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
Fireworks Display (Public Display) Permit	\$250.00
Permit covers the following:	
- Plans review & site inspections	
- Necessary meetings	
- Witnessing tests	
- Final inspection/approval	
 Licensed Facility Inspections	
-Private Schools, Day Care, Nursing Home, Assisted Living Centers (less than 50 occupants) - Inside City Limits	\$50.00
-Private Schools, Day Care, Nursing Home, Assisted Living Centers (less than 50 occupants) - Outside City Limits	\$100.00 + \$5 per mile
-Private Schools, Day Care, Nursing Home, Assisted Living Centers (50 or more occupants) - Inside City Limits	\$100.00
-Private Schools, Day Care, Nursing Home, Assisted Living Centers (50 or more occupants) - Outside City Limits	\$200.00 + \$5 per mile
-Foster Home, Adoptive Home - Inside City Limits	No Charge
-Foster Home, Adoptive Home - Outside City Limits	\$50.00 + \$5 per mile
 -Re-inspection Fee (charged when both the initial and one re-inspection have failed) - Inside City Limits	\$100.00
-Re-inspection Fee (charged when both the initial and one re-inspection have failed) - Outside City Limits	\$200.00 + \$5 per mile
-Burn Permit Fee (per permit, per day) (one permit per property location)	\$100.00
 <u>CENTRAL FIRE STATION MEETING ROOM (650 sq. ft.) RENTAL</u> (Reservations Required)	
- Government Entity	No Charge
- Youth Groups (per 4 hour block)	\$20.00
- Non-Profit Organizations not affiliated with the COCC (per 4 hour block)	\$20.00
- Private Organizations (per 4 hour block)	\$30.00
- Birthday Party at the Fire House (includes half-sheet cake)	\$30.00

BUILDING & DEVELOPMENT

New Construction:

- Single Family Residence	\$30.00 + \$3.00/100 sq. ft.
- Duplex/Multi-family (per unit)	\$30.00 + \$5.00/100 sq. ft.
- Commercial	\$100.00 + \$5.00/100 sq. ft.

Note an additional fee of \$30.00 for plan/site review for 0-999 sq. ft. and over.

Alterations/Repairs:

(Accessory buildings, Detached Garages, Asphalt or Paving, Driveways, Sidewalks, Parking Lots, etc.)

Material Cost:

- 0 to 3,000	\$25.00
- 3,001 to 4,000	\$30.00
- 4,001 to 5,000	\$35.00
- 5,001 to 6,000	\$40.00
- 6,001 to 7,000	\$45.00
- 7,001 to 8,000	\$50.00
- 8,001 to 9,000	\$55.00
- 9,001 to 10,000	\$60.00
- 10,001 to 11,000	\$65.00
Thereafter, per 1,000	\$5.00
Structure Relocation Permit	\$50.00
- Deposit	\$200.00
Demolition Permit	\$50.00
- Deposit	\$200.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
Swimming Pool Construction Permit:	
- Private In-Ground	\$30.00
- Private Above-Ground (Including Hot Tubs)	\$20.00
Alarm Permit	
- Non-Residential Alarm Permit	\$20.00
Alarm - excessive false alarm fee	\$50.00
 Plumbing:	
Base Permit Fee	\$50.00
Per Drain, Trap, Fixture	\$3.00
Minor Residential Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required)	\$20.00
Minor Commercial Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required)	\$25.00
Underground Sprinkler Systems:	
- Irrigation System & Protective Devices	\$35.00
- Water Treatment System	\$25.00
Building Sprinkler Systems: Fire Suppression	
- Sprinkler Heads (each) or \$30.00 maximum fees for 1st 50 heads	\$1.00
Additional Fee for every 25 heads over 50	\$5.00
- Cut-Off Valves (each)	\$5.00
Reinspection Fees	\$50.00
 Mechanical:	
Base Permit Fee	\$50.00
Each Heating, Ventilating, Duct Work, AC or Refrigeration System	\$5.00
Repairs/Alterations	\$5.00
Boilers Based on BTU's:	
33,000-165,000	\$5.00
165,001-330,000	\$10.00
331,000-1,165,000	\$15.00
1,165,001-3,330,000	\$25.00
Over 3,330,000	\$35.00
Reinspection Fee	\$50.00
 Gas:	
Inspection of Consumers Piping (rough and final piping)	\$25.00
Mobile Home Gas Test	\$25.00
Reinspection Fee	\$25.00
 Electrical:	
Single Family Residence:	
- Less than 2,000 sq. ft.	\$40.00
- Over 2,000 sq. ft	\$50.00
Duplex:	
- Per Structure	\$60.00
Multi-Family:	
- First Unit	\$40.00
- Each Additional Unit	\$20.00
Commercial:	
- 200 AMP Service	\$50.00
- 400 AMP Service	\$100.00
- 600 AMP Service	\$150.00
- 800 AMP Service	\$200.00
Remodeling and Service	\$50.00
Sign Circuit	\$50.00
Residential:	
- Change-Out Services	\$50.00
- Remodeling	\$50.00
- Garage Conversion	\$50.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
- Residential Add-on	\$50.00
Swimming Pools	\$50.00
Mobile Homes (New and Change Out Service)	\$50.00
Reinspection Fee	\$50.00
 Electrical License Fees:	
- Master Electrician (new)	\$35.00
- Master Yearly Renewal	\$25.00
- Journeyman/Limited Journeyman/Maintenance (new)	\$35.00
- Journeyman Yearly Renewal	\$15.00
- Apprentice	\$10.00
- Apprentice Renewal	\$10.00
 Sign Inspection Fees:	
- 0 to 16 sq. ft. of face area	\$25.00
- 16.1 to 96 sq. ft of face area	\$25.00
- 96.1 to 192 sq. ft. of face area	\$25.00
- 192.1 sq. ft. and larger	\$30.00
 Massage Business License (without State License)	 \$110.00
Masseur/Masseuse License (without State License)	\$60.00
Taxi Permits	\$60.00
Wrecker License Fee	\$85.00
Amusement Permit	\$150.00
Amusement Deposit	\$300.00
Poolroom, Gameroom (More than 1 video game)	\$60.00
Domino Hall license	\$60.00
Gameroom (with only 1 video game)	\$25.00
Gameroom (Eight - Liners only)	\$2,000.00
Video/Electronic Game License Fee (Each)	\$15.00
 Contractor Registration:	
- Registration Fee	\$110.00
- Less than 90 Days	\$60.00
- Annual Renewal Fee	\$85.00
Certificate of Occupancy	\$40.00
Mobil Home Park License	\$125.00
Adult Oriented Business Permit	\$300.00
 Oil/Gas Drilling Permits (per well)	 \$1,000.00

STREETS

Street Cuts	\$200.00 + 10.00/sq. ft.
 Signs:	
Street Sign (each)	\$90.00
Stop or Yield Sign (each)	\$90.00
Combination (stop & street)	\$135.00

PARKS AND RECREATION

Swimming Pools:	
Swimming Pool Admission: (all pools)	
- Children (0-16 years)	\$2.00
- Adult (17 +years)	\$3.00
- Senior Citizens (50-64)	\$1.00
- Senior Citizens (65+)	No Charge
Summer Swim Pass:	

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
- Individual Youth	\$25.00
- Individual Adult	\$50.00
- Family of 4 (10.00 each additional family member)	\$100.00
- Senior Citizens (50-64)	\$25.00
- Senior Citizens (65+)	No Charge
Water and Land Aerobics (per class)	\$1.00
Swim Lessons	\$35.00
Swim Club (per month)	\$35.00
Life Guard Certification Class	\$150.00
 Buildings:	
Turkey Creek Activity Center (approx. 1,500 sq. ft.): (4 hour rental)	\$200.00
 Civic Center (10,000 sq. ft.): (8 hour rental)	
- Deposit	\$500.00
- Fee	\$400.00
- Fee Each Additional Hour	\$50.00
- Stage Rental / Set-up	\$100.00
 Allin House (2,196 sq. ft.): (5 hour rental)	
- Deposit	\$200.00
- Fee	\$100.00
- Fee Each Additional Hour	\$20.00
Community/Civic Meetings per Hour	\$15.00
 Ogletree Pavilion (10,659 sq. ft.): (8 hour rental)	
- Deposit	\$200.00
- Fee	\$200.00
- Fee each additional hour	\$35.00
 City Park Facilities:	
Fester's House (1,225 sq. ft.): (5 hour rental)	
- Deposit	\$50.00
- Fee	\$50.00
- Each Additional Hour	\$10.00
 Pavilion: (all day)	
- Deposit	\$25.00
- Fee	\$50.00
 R.V. Park:	
- Daily	\$20.00
- Weekly	\$100.00
- Monthly	\$275.00
 Pool Parties (2 hour rental):	
- Deposit	\$50.00
- Fee (up to 50 people)	\$100.00
- Additional Fee (51 - 75 people)	\$25.00
- Additional Fee (76 - 100 people)	\$50.00
- Additional Fee (101 - 125 people)	\$75.00
- Fee each additional hour (Based on Lifeguards required)	\$50.00
 Inflatable Jump Castle Party (2 hour rental):	
- Deposit	\$100.00
- Rental Fee	\$100.00
 Ball Fields: (3 hour rental)	
- Softball	\$30.00
- Baseball	\$30.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
- Football	\$30.00
- Soccer	\$30.00
- Each Additional Hour (fields)	\$10.00
- Lights (per hour)	\$20.00

Non-profit rate is 50% of standard deposit and rental fee rate. Applicant must show proof of non-profit status at time of rental / booking of facilities and must be recognized as a 501.3c non-profit entity. Non-profits are responsible for following all established rental guidelines including setup, teardown, and cleanup of facility.

Tournaments:

Equip. and Clean-up Deposit for all Tournaments	\$200.00
Tournament Fees-to be determined by number of hours used	
- Field Lining (manhours)	\$20.00
- Use of Score Box for Tournaments	\$25.00
- Lights (per hour)	\$20.00
Other - Staff and Utilities (per hour)	\$20.00

Youth Activities:

Youth Sports Fee (per sport) (2nd child \$5.00 discount):	
- Soccer, Basketball, Flag Football, Volleyball	\$35.00
- Softball, Baseball	\$55.00
- Football	\$85.00
- Cheerleading	\$55.00
- Non Resident (Soccer, Basketball, Flag Football, Volleyball)	\$40.00

Adult Sports Fee (per sport):

- Softball (per team)	\$300.00
- Flag Football (4 v. 4) (per team)	\$160.00
- Flag Football (8 v. 8) (per team)	\$300.00
- Basketball (3 v. 3) (per team)	\$120.00
- Basketball (4 v. 4) (per team)	\$200.00
-Tournament Fee (range based on tournament type and cost incurred)	\$100.00 - \$300.00

Water Aerobics

- Per class	\$1.00
- Per month	\$15.00

Special Events:

Camps and Clinics:

- Sports Camps (per week)	\$50.00
- Day Camps (per week)	\$70.00

Co-Sponsored programs to be determined based on cost of operation

CEMETERY

City Resident:

- Adult Plot	\$700.00
- Adult Plot (1 year: monthly @ 3% interest)	\$59.14
- Adult Plot (3 years: monthly @ 5% interest)	\$20.86
- Child Plot	\$300.00
- Child Plot (1 year: monthly @ 3% interest)	\$25.34
- Child Plot (3 years: monthly @ 5% interest)	\$8.94

Non-City Resident:

- Adult Plot	\$1,400.00
- Adult Plot (1 year: monthly @ 3% interest)	\$118.27
- Adult Plot (3 years: monthly @ 5% interest)	\$41.72
- Child Plot	\$500.00
- Child Plot (1 year: monthly @ 3% interest)	\$42.24
- Child Plot (3 years: monthly @ 5% interest)	\$14.90

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Fee

(All plots purchased through the Cemetery plot purchase plan must be paid in full prior to date of internment.)

PLANNING

Plats:

Minor Plats - Preliminary and Final	\$250.00
Minor Replats - Preliminary and Final	\$250.00
Amended Plats	\$150.00
Vacated Plats:	
- Less than 10.0 Acres	\$100.00
- 10.0 to 50.0 Acres	\$150.00
- Over 50.0 Acres	\$200.00
Major Plat - Preliminary	
- Less than 10.0 Acres	\$300.00
- 10.0 to 50.0 Acres	\$400.00
- Over 50.0 Acres	\$500.00
Major Plat - Final	
- Less than 10.0 Acres	\$300.00
- 10.0 to 50.0 Acres	\$400.00
- Over 50.0 Acres	\$500.00
Rezoning Application Fee	\$200.00
Variance Application Fee	\$200.00
Land Disturbance Permit	\$35.00
Floodplain Development Permit	\$35.00
Deed Approval Application	\$35.00
Document Copies:	
- Comprehensive Plan	\$25.00
- Adult Oriented Business Ordinance	\$25.00
- Zoning Ordinance	\$15.00
- Subdivision Ordinance	\$10.00
Standard Construction Specifications	\$10.00
Drainage Master Plan	\$35.00
Plat/Map Copies (Black & White):	
- 8.5 x 11	\$1.00
- 11 x 17	\$2.00
- 17 x 22	\$3.00
- 24 x 36	\$4.00
- 30 x 40	\$5.00
- 36 x 48	\$6.00
Plat/Map Plots (Color):	
- 8.5 x 11	\$2.00
- 11 x 17	\$4.00
- 17 x 22	\$6.00
- 24 x 36	\$8.00
- 30 x 40	\$10.00
- 36 x 48	\$12.00
Custom/Special Request Plots (Color):	
- 8.5 x 11	\$8.00
- 11 x 17	\$16.00
- 17 x 22	\$24.00
- 24 x 36	\$32.00
- 30 x 40	\$40.00
- 36 x 48	\$48.00
Electronic File:	
Street Map AutoCAD File	\$60.00
Adobe Acrobat/PDF File	\$30.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Fee

LIBRARY

Resident User Fee	No Charge
Non-Resident User Fee (per year)	\$10.00
Non-Resident User Fee: City Employees (F.T)	No Charge
Replacement Card (lost only)	\$3.00

Fines:

- Overdue Books (per day)	\$0.25
- Overdue Maximum Fine	Cost of Item
- Overdue Interlibrary-loan (per day)	\$1.00
- Lost/Damaged ILL processing fee	\$10.00 plus Cost of Item
- Overdue VHS Tape/DVD (per day)	\$1.00
- Overdue A/V Equipment (per day)	\$5.00
Lost/Damaged Items	Cost + \$10.00
Lost Vertical File Material	\$1.00
Lost Governmental Publications	\$5.00
Overdue Postage - Regular (per notice)	\$0.50
Overdue Postage - Certified (per notice)	\$6.00
Inter Library - Loan Postage	\$3.00

Miscellaneous Repair/Replacement Costs:

- Video Cover (Video/VHS Case)	\$1.50
- Small Kit Plastic Bag	\$1.75
- Medium Kit Plastic Bag	\$2.00
- Large Kit Plastic Bag	\$2.50
- Book Jacket/Cover	\$1.50
- Replacement Bar Code Label	\$0.50
- Rebinding of Damaged Books	Actual Cost
- Repaired Videos/Audio Cassettes, DVDs, CDs	Actual Cost
- Replacement Videos/Audio Cassettes, DVDs, CDs	Actual Cost
- Single Cassette Albums	\$3.50
- Double Cassette Albums	\$3.75
- Three Cassette Albums	\$4.00
- Four Cassette Albums	\$5.50
- Six Cassette Albums	\$5.75
- Eight Cassette Albums	\$6.00
- Ten Cassette Albums	\$6.00
- Twelve Cassette Albums	\$8.75
- CD Albums 4-5 Capacity Storage	\$8.00
- CD Albums 6-9 Capacity Storage	\$9.00
- CD Albums 10-19 Capacity Storage	\$12.00
- CD Albums 20- Capacity Storage	\$14.00
- CD Book Sleeves - each	\$1.00
- Protective Strips - VHS/Audiocassettes	\$1.00
- Protective Strips - CDs/DVDs	\$1.00
Test Proctoring	\$15.00/hr
Typing Paper (per sheet)	\$0.10
Computer Printout (per page)	\$0.10
Blank Computer Disk	\$1.00

Meeting Room (1,692 sq. ft.) Rental:

- Government Entity	No Charge
- Youth Groups (free 2 hr block twice monthly, charge after that)	\$15.00/meeting/per 2 hr. block
- Non Profit Organizations (per hour)	\$15.00
- Private Organizations (per hour)	\$30.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Fee

CODE & HEALTH

Permits:

Garage Sale Permits	\$10.00
One Day Car Wash Permits:	
- In City Resident/Organization	\$15.00
- Non-Resident/Organization	\$100.00
Peddler/Itinerant Vendor Permits:	
- In City Resident	\$25.00
- Out of City Residents (first application w/ \$1,000.00 bond)	\$110.00
Administrative Mowing Fee for Code Violations	cost + \$150.00
Junkyard/Wrecking Yard	\$100.00
Health Permits	\$75.00
Health Permits (for Non-Profit use)	\$25.00
Temporary Health Permit (Up to Three Days)	\$35.00
Temporary Health Permit (Up to Three Days) (for Non-Profit use)	\$12.50
Retail Food Store Permit	\$60.00

Food Handlers Card:

- One year	\$10.00
- Two Year	\$15.00
Food Handlers Card (for Non-Profit use)	\$2.00/student
Replacement of Lost Food Handlers Card	\$5.00

Manager Accreditation:

- Course and Certification	\$0.00
- Renewal	\$0.00

GOLF COURSE

** The Director of Community Services with approval of the City Manager, shall have the authority to utilize various discount coupons and special promotional rates that deviate from this schedule.*

Green Fees:

Weekday - Regular	\$14.00
Junior (weekdays only)	\$7.00
Senior (weekdays only)	\$11.00
Weekday - Twilight (4pm)	\$11.00
Weekday - Twilight (6pm)	\$9.00
Weekend/Holiday - all	\$19.00
Weekend - Twilight (4pm)	\$14.00
Weekend - Twilight (6pm)	\$12.00

Cart Rental:

9 Holes - per person	\$10.50
18 Holes - per person	\$14.00

Driving Range:

Small Bucket	\$3.00
Large Bucket	\$6.00
Range Card	\$50.00

10 Round Punch Card (weekend)	\$150.00
10 Round Punch Card (weekdays)	\$100.00
AGF Tournament	\$15.00

Annual Green Fees:

Single (annual payment)	\$625.00
Single (semi annual payment)	\$375.00
1st Dependent (annual payment)	\$225.00
Each additional Dependent (annual payment)	\$125.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
1st Dependent (semi annual payment)	\$150.00
Each additional Dependent (semi annual payment)	\$87.50
Single Senior (annual payment)	\$475.00
Single Senior (monthly payment)	\$55.00
Senior Spouse (annual payment)	\$175.00
Regular Spouse (annual payment)	\$225.00
Single Senior (semi-annual payment)	\$287.50
Senior Spouse (semi annual payment)	\$118.75
Regular Spouse (semi annual payment)	\$150.00
Junior (annual Payment)	\$450.00
Junior Summer (June, July, August)	\$120.00
Junior (semi annual payment)	\$262.50
City Employee - Full Time	1/2 price on AGF
Late Fees-Late Payments (assessed after seven days)	\$7.00
 Equipment Rental: (+tax)	
Pull Carts - 9 Holes	\$4.00
Pull Carts - 18 Holes	\$6.00
 Cart Storage: (Includes Trails Fees)	
Cart Storage (annual payment)	\$575.00
Cart Storage (semi annual payment)	\$350.00
 Trail Fees:(private)	
Annual (one payment)	\$300.00
Semi Annual (payment plan)	\$200.00
Daily (per round)	\$12.00
 Handicaps - Annual	 \$20.00

ADMINISTRATIVE FEES-NON DEPARTMENTAL

Returned Checks Fee	\$30.00
NSF Electronic Draft Fee	\$30.00
Online Credit Card Processing Fee "Convenience Fee" (Municipal Court)	\$1.50
 Charges for providing copies of public information:	
Paper Copy - Standard Size 8 1/2 x 11 (per page)	\$0.10
Oversized Paper Copies 11x17 (per page)	\$0.50
Posting/Shipping Charges	Actual Cost
Compact Disc	\$1.00
DVD	\$3.00
 Non-standard Size Copies:	
- Diskette (each)	\$1.00
- Magnetic Tape (each)	\$12.00
- VHS Video Cassette (each)	\$2.50
- Audio Cassette (each)	\$1.00
- Other Charges	Actual Cost
 Computer Resource Charges:	
- Mainframe (per minute)	\$10.00
- Midrange (per minute)	\$1.50
- Client/Server (per hour)	\$2.20
- PC or LAN (per hour)	\$1.00
 Labor Charges:	
- Programming Time (per hour)	\$28.50
- Personnel for locating, compiling, and reproducing (per hour)	\$15.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Overhead Charge	Fee 20% of Labor Charge
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UTILITIES

Service Run for Multiple Trips to Residence/Location	\$25.00
Reread Meter Service Run	\$10.00
Transfer Fee	\$25.00
Late Charge	\$25.00
Pulled Meter/Plugged Meter	\$75.00
Meter Accuracy Check	\$25.00
Fire Hydrant Meter Deposit	\$650.00
Fire Hydrant Water use - per 1,000 Gallons	\$4.49
Fire Hydrant Meter Monthly Rental Charge	\$50.00
Unauthorized Service - (when meter is turned on or off by anyone other than water department personnel)	\$75.00
Utilities Automatic Draft from Checking/Savings	FREE
Utilities Pay by Credit Card Processing Fees	\$1.25
Riser Deposit	\$50.00
Reconnect Fee	\$25.00
New 3/4" Water Tap ** into city water main (incl. srv. conn.)	\$575.00
Water Tap 1" and larger into city water main (incl. srv. conn.)	3/4" tap fee + add'l time and materials
New 3/4" Water Tap srv. Connection for an existing water service.	\$200.00
New Water Tap 1" and larger srv. Connection for an existing water service.	3/4" tap fee + add'l time and materials

The following cash deposits shall be required for each meter prior to having water services started:

Water customers deposits:

3/4" meter	\$34.00
1" meter	\$92.00
1-1/2" meter	\$133.00
2" meter	\$528.00
3" or larger meter	\$750.00

Sewer customers deposits:

Residential	\$21.00
Multi-family	\$291.00
Commercial	\$51.00
Hotel/motel	\$184.00
Government	\$280.00
Industrial	\$394.00

Minimum fees for the meter size:

3/4" meter	\$11.00
1" meter	\$15.50
1-1/2" meter	\$23.00
2" meter	\$34.00
3" meter	\$90.00
4" meter	\$141.00
6" meter	\$239.00
Contractor	\$11.00
Bulk	\$11.00

Rate per 1,000 Gallons of Water:

3/4" meter	\$2.95
1" meter	\$3.21
1-1/2" meter	\$3.59
2" meter	\$3.75
3" meter	\$3.75
4" meter	\$3.75
6" meter	\$3.75
Bulk Meter	\$4.59
Contractor	\$4.59

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Fee

Sale of water to customers-outside city limits -- Minimum Rates:

3/4" meter	\$16.00
1" meter	\$22.00
1-1/2" meter	\$34.00
2" meter	\$50.00
3" meter	\$120.00
4" meter	\$200.00
6" meter	\$350.00

Drainage (residential):

Residential Single Family	\$6.00
Master Meter multi-family (bill to owner/property mgr.) - minimum ***	\$6.00
Individual Meter Duplex (per unit) ***	\$3.60
Individual Metered 3-4 unit (per unit) ***	\$3.60
5 or more units (Individual Metered) - minimum ***	\$6.00

***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5 & 11-6. City uses a formula to assess the charge.

Drainage (non-residential) - minimum ***

\$6.00

***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5 & 11-6. City uses a formula to assess the charge.

\$17.86/acre

Sewer

Sewer minimum rate (all customers)	\$11.00
Rate per 1,000 Gallons of Water (all customers)	\$3.60
<i>(Residential customers only: Winter average - 8,000 gallon floor)</i>	
6" Sewer Tap **	\$750.00
Sewer Tap larger than 6"	6" tap fee + additional time and materials
Water Connect Fee *	\$250.00
Sewer Connect Fee*	\$80.00
Connect Fee	\$15.00
Meter Box Reset Fee	\$150.00
After Hours Service Run	\$50.00

* Fee charged in those instances where tap exists or is being installed by an external party.

** In those instances where a street cut is required and being done by an external party, a street cut fee will be assessed in addition to the tap fees.

SOLID WASTE

Solid Waste Deposit (residential)	\$35.00
Solid Waste Deposit (commercial)	\$60.00

Residential Monthly Rates:

One-family residence	\$14.00
Two-family residence on one water meter	\$28.00
Two-family residence on separate water meters	\$14.00
Additional container	\$14.00
Bulky items/White goods at the curb pick up (3 cubic yards)	No Charge
Bulky items/White goods in excess of 3 cubic yards - per cubic yard	\$6.00
Construction debris at the curb (minimum fee for service includes one cubic yard)	\$6.00
Construction debris at the curb (per cubic yard in excess of minimum)	\$6.00
Missed service fee	\$10.00
Non payment container confiscation	\$25.00
Service fee to replace lost, stolen, or damaged container	\$15.00
Service fee to find lost container	\$25.00
Exchange for a larger container	\$10.00
Fee for overloaded container	\$4.50

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
Automated container reload for excess garbage (per load; 2 loads max)	\$4.50
Removal of container from curb by city employees	\$7.50
Brush in excess of 8 cubic yards (5'x4'x11') - per cubic yard	\$6.00
 Commercial Monthly Rates for 96 Gallon Container:	
Twice-a-week pickup of one automated container	\$28.00
Twice-a-week pickup for one additional container	\$56.00
Twice-a-week pickup for two additional containers	\$84.00
Automated container reload for excess garbage (per load; 2 loads max)	\$4.50
Fee for overloaded container	\$4.50
 Commercial Collection Dumpster Rates:	
3 cubic yard for 1 day Pickup	\$57.99
4 cubic yard for 1 day Pickup	\$77.31
6 cubic yard for 1 day Pickup	\$96.65
8 cubic yard for 1 day Pickup	\$119.55
10 cubic yard for 1 day Pickup	\$152.85
3 cubic yard for 2 day Pickup	\$109.72
4 cubic yard for 2 day Pickup	\$133.79
6 cubic yard for 2 day Pickup	\$172.12
8 cubic yard for 2 day Pickup	\$212.86
10 cubic yard for 2 day Pickup	\$268.73
3 cubic yard for 3 day Pickup	\$148.78
4 cubic yard for 3 day Pickup	\$182.24
6 cubic yard for 3 day Pickup	\$236.46
8 cubic yard for 3 day Pickup	\$302.72
10 cubic yard for 3 day Pickup	\$384.12
3 cubic yard for 4 day Pickup	\$193.97
4 cubic yard for 4 day Pickup	\$238.32
6 cubic yard for 4 day Pickup	\$309.82
8 cubic yard for 4 day Pickup	\$397.70
10 cubic yard for 4 day Pickup	\$500.50
3 cubic yard for 5 day Pickup	\$237.92
4 cubic yard for 5 day Pickup	\$294.40
6 cubic yard for 5 day Pickup	\$380.73
8 cubic yard for 5 day Pickup	\$489.36
10 cubic yard for 5 day Pickup	\$616.88
 Commercial Collection Compactor Rates:	
3 cubic yard for 1 day Pickup	\$192.00
4 cubic yard for 1 day Pickup	\$256.12
6 cubic yard for 1 day Pickup	\$367.60
3 cubic yard for 2 day Pickup	\$384.00
4 cubic yard for 2 day Pickup	\$512.24
6 cubic yard for 2 day Pickup	\$735.20
3 cubic yard for 3 day Pickup	\$576.00
4 cubic yard for 3 day Pickup	\$768.36
6 cubic yard for 3 day Pickup	\$1,102.80
3 cubic yard for 4 day Pickup	\$768.00
4 cubic yard for 4 day Pickup	\$1,024.48
6 cubic yard for 4 day Pickup	\$1,470.40
3 cubic yard for 5 day Pickup	\$960.00
4 cubic yard for 5 day Pickup	\$1,280.60
6 cubic yard for 5 day Pickup	\$1,838.00
20 cubic yard or larger compactor	\$125.00 + current tipping fee
 Mechanical assistance to unload items	
Mechanical assistance to unload items	\$40.00
Manual collection (per hour)	\$110.00
Dumpster cleanup due to unsanitary conditions	\$50.00
Dumpster cleaning, painting, and repair after fire	\$185.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

	Fee
Disposal Fees:	
- Minimum Charge (up to 240 lbs.)	\$5.64
- Per Ton	\$47.00
Weighing Vehicles	\$8.00
Rear Load Dumpster Rental includes the following	
- Delivery	\$25.00
- Service/Pull Fee (3 cubic yd)	\$25.00
- Service/Pull Fee (6 cubic yd)	\$50.00
- Rental Per Day Fee	\$2.00
Compost:	
- Bulk (per cubic yard)	\$8.50
- Container (up to 30 gallons)	\$2.25
- Delivery (per delivery within City limits only)	\$15.00
Kraft Bags	\$.31+ sales tax
Tire Disposal:	
- Passenger/light truck tire, less than 17.5 " rim diameter	\$3.00
- Truck Tire, greater than or equal to 17.5 " rim diameter	\$7.00
Used Oil Filters	\$1.00
Surcharge for uncovered load	\$12.00
Pull Offs/Transfer Station	\$5.00
Roll Offs (includes the following 5 items):	
- Delivery	\$125.00
- Service/Pull fee	\$125.00
- Rental Per Day (20 cubic yard)	\$4.33
- Rental Per Day (30 cubic yard)	\$4.66
- Rental Per Day (40 cubic yard)	\$5.00
- Disposal (per ton)	\$47.00
- Deposit	\$250.00
Auto-Lid Locks	\$25.00 installation fee, plus \$2.50 monthly rental
Excess Garbage or Overloaded Containers:	
<i>Container Reload Fees while on site</i>	
3 yard container	\$13.96
4 yard container	\$17.52
6 yard container	\$23.31
8 yard container	\$28.62
10 yard container	\$33.60
<i>Return Service</i>	
3 yard container	\$28.53
4 yard container	\$32.09
6 yard container	\$37.88
8 yard container	\$43.19
10 yard container	\$48.17
Deposit for recurring use of the Transfer Station	\$750.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE DEFINITIONS
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Ambulance:	Any motor vehicle certified by the Texas Department of State Health Services and used, designed, redesigned or constructed and equipped for emergencies and used for the purpose of transporting a person who may be sick or injured.
Animal:	Any living creature other than Homo sapiens. Unless indicated otherwise, the term shall include livestock, fowl, mammals, reptiles, amphibians, insects, and wildlife as well as dogs, cats, birds, fish, turtles, and other creatures commonly owned as pets.
Adoptive Home:	Residential household in which a person or persons legally assume the parenting for another and, in so doing, permanently transfers all rights and responsibilities from the original parent or parents. Unlike guardianship or other systems designed for the care of the young, adoption is intended to effect a permanent change in status.
Assisted Living Centers:	Facilities that provide supervision or assistance with activities of daily living; coordination of services by outside health care providers; and monitoring of resident activities to help to ensure their health, safety, and well-being.
Cat:	A domesticated animal that is a member of the feline family (<i>Felis domesticus</i>).
Cemetery:	A place that is used, or intended to be used, for interment and includes a graveyard, burial park, or mausoleum owned and operated by the City of Copperas Cove.
City:	City limits of the City of Copperas Cove in Coryell County, Lampasas County, and Bell County in the State of Texas.
Commercial:	Any enterprise or establishment whose main purpose is to carry on a commercial activity whether for profit or not, and typically includes, but not limited to, such enterprises as: hotels, motels, restaurants, fast food establishments, retail stores, schools, offices, shopping centers/malls/plazas, factories/manufacturing facilities, warehouses, and high density occupied dwellings such as apartment complexes and mobile home parks.
Construction debris / waste:	Debris or waste resulting from construction or demolition projects, remodeling or repair; includes all materials that are directly or indirectly by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to paper, cartons, gypsum board, wood, rubber, and plastics.
Dangerous Animal:	Any animal that: (1) Makes an unprovoked attack on a person causing bodily injury ; or (2) Commits an unprovoked act of attack in a place other than the premises of the owner within a house, building or other enclosure and said act causes a person to reasonably believe that the animal will attack and cause bodily injury to that person. If the premises is enclosed with a fence, the animal should not be able to extend any part of its body over, under, or through the fence. Further such enclosure should be of a structure and design reasonably certain to prevent the animal from leaving the enclosure on its own; or (3) Attacks and bites another animal without provocation.
Day Care:	An establishment for the care and/or instruction, whether or not for compensation, of seven (7) or more persons at any one (1) time. Child nurseries, preschools and adult care facilities are included in this definition.
Dog:	A domesticated animal that is a member of the canine family (<i>Canis familiaris</i>).
Emergency Medical Service (EMS):	Services used to respond to an individual's perceived need for immediate medical care and to prevent death or aggravation of physiological or psychological illness or injury.
Family:	One (1) or more persons who are related by blood or marriage, living together and occupying a single dwelling with single kitchen facilities, or a group of not more than five (5) (excluding caretakers) living together by joint agreement and occupying a single dwelling with single kitchen facilities, on a nonprofit cost-sharing basis.
Family Member:	Includes mother, father, grandmother, grandfather, grandchild, son, daughter, sister, brother, spouse, step-brother, step-mother, step-father, step-sister, or legal guardian.
Fireworks:	All contrivances of inflammable and explosive materials combined of various proportions for the purpose of producing in combustion beautiful, amusing, audible or scenic effects.
Floodplain:	Any land area susceptible to being inundated by water from any source.

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE DEFINITIONS
EFFECTIVE JANUARY 5, 2010**

Ordinance 2010-01 (Exhibit 1)

Food Handler:	Any person employed or working in a food establishment who handles food and/or drink during preparation or serving, who comes in contact with eating, drinking or cooking utensils, or who works in a room or rooms in which food or drink is prepared, served or stored. Professionally trained personnel such as dieticians, nutritionists and certified managers or supervisors are excluded from this definition.
Foster Home:	Residential household in which a certified, stand-in "parent(s)" cares for minor children or young people who have been removed from their birth parents or other custodial adults by state authority.
Government Entity:	An entity that is a direct part of a governmental agency, office. (i.e. Federal, State, County, City)
Home Based:	Operating from one's home.
Missed Service:	Residential or commercial customers whose containers were not collected because they were not placed at the required point of collection on time or were blocked when the collection vehicle arrived.
"No Transport Fee.":	Service which may include the administration of treatment, aid, and/or patient evaluation by City EMS personnel, but no transportation of the individual is made in a City ambulance. If multiple parties are involved at the same scene and at least one person is transported, the other parties shall not be charged a "No Transport Fee." If no parties are transported the "No Transport Fee" shall be assessed to the patient(s) the ambulance was called for if the ambulance was requested by a patient or family member. (<i>"No Transport Fee" is waived for Medicare/Medicaid recipients.</i>)
Non-Profit Organization:	An organization that does not distribute its surplus funds to owners or shareholders, but instead uses them to help pursue its goals. Examples include the Chamber of Commerce, Adopt-a-Unit, etc.
Nursing Home:	A home where ill or elderly people are provided with lodging and meals with or without nursing care.
Overloaded Container:	A container in which the capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly.
Patient:	Any person who receives medical attention, care, or treatment.
Plat (Final):	The map of a subdivision which is presented to the planning and zoning commission for review and recommendation, and which, if approved by the City Council, is recorded in the county deed records of the county in which the property is located.
Plat (Preliminary):	The preliminary maps and plans which indicate the proposed layout of the subdivision which are presented to the planning and zoning commission for review and approval.
Private Organization:	An organization that is nongovernmentally owned.
Private Schools:	Schools that are not administered by local, state or national governments.
Residential Solid Waste:	Solid waste generated from single and multifamily sources; frequently called household solid waste or household waste.
Structure:	A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.
Vacated Subdivision Plat:	Vacated subdivision plat. A recorded instrument approved by the City nullifying a preceding recorded plat to the pre-existing legal description of the property, upon request of the owner.
Variance:	A grant of relief by a community from the terms of a floodplain management regulation.
White Goods:	Major appliances such as refrigerators, freezers, washing machines, dryers, hot water heaters, stoves, and dishwashers.
Youth Groups:	Groups set up to provide young people within an area with activities designed to keep them off the streets, and give them a job and an interest in activity.
Zoning Ordinance:	The official zoning ordinance of the City together with any and all amendments.

City of Copperas Cove

City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-2

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

SUBJECT: Consideration and action on authorizing the City Manager to execute a Property Tax Abatement Agreement with Canyon Creek Developers, LLC, dba Stoney Brook of Copperas Cove.

1. BACKGROUND/HISTORY

At the June 16, 2009 Regular Council Meeting, the City Council provided direction to the Copperas Cove Economic Development Corporation, CCEDC, to form a committee to create economic development guidelines and criteria for tax abatement. A workshop was held on September 1, 2009, at which the CCEDC presented the City Council with recommended economic development guidelines and criteria for tax abatement. A follow up workshop was conducted on October 13, 2009 to discuss tax abatement guidelines and criteria as shown in the Property Tax Code §312 and a Resolution was approved expressing the taxing unit's intent to become eligible to participate in tax abatement by the City Council.

At the October 26, 2009 meeting, the City Council decided to defer establishing reinvestment zone until presented with a request for tax abatement. Thus, following the October 26, 2009 Council Meeting, an application was received from Canyon Creek Developers LLC, dba Stoney Brook of Copperas Cove.

During the City Council's November 3, 2009 meeting, as required by §312.201(d) of the Texas Property Tax Code, the Council set November 17, 2009, as the date for the Public Hearing and designation of the reinvestment zone. Furthermore, the City complied with §312.201(d) that requires notification of the date of the hearing to all taxing jurisdictions within seven (7) days of the hearing and publication in a newspaper having general circulation in the municipality.

2. FINDINGS/CURRENT ACTIVITY

On November 17, 2009, the City conducted the required public hearing for designating a proposed area as a reinvestment zone for the purposes of granting a tax abatement. §312.201(a) of the Texas Property Tax Code,

provides the governing body of a municipality the authority to designate an area as a reinvestment zone by ordinance provided the governing body finds the requirements of §312.202 are satisfied.

Also included on the agenda is an ordinance for consideration by the governing body to designate a reinvestment zone.

3. FINANCIAL IMPACT

The agreement is based on property valuation of \$6,000,000 which is expected to result in property tax abatements of the following:

Year 1	\$22,800
Year 2	\$20,520
Year 3	\$18,240

The agreement also includes two clawback provisions as follows:

- EMS Reimbursement
- 40% Residency Requirement

The EMS Reimbursement is capped at 50% of the total abatement amount in each tax year and will extend for collection purposes only one year beyond the granted abatement.

The residency requirement stipulates 40% of the employees hired by Stoney Brook of Copperas Cove must reside in Copperas Cove. The requirement must be met for all three years of the abatement and five years beyond the abatement.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute a property tax abatement with Canyon Creek Developers LLC, dba Stoney Brook of Copperas Cove.

AGREEMENT FOR PROPERTY TAX ABATEMENT

THE STATE OF TEXAS §

COUNTY OF CORYELL §

This Tax Abatement Agreement (the "Agreement") is entered into by and between the CITY OF COPPERAS COVE, TEXAS, a home rule city and municipal corporation of Coryell County, Texas, duly acting herein by and through its City Manager, hereinafter referred to as "City" and Copperas Cove A.L., LLC., duly acting by and through its undersigned officer, hereinafter referred to as "CCAL".

WITNESSETH

WHEREAS, on January 5, 2010, the City Council of the City of Copperas Cove passed Ordinance 2010-02, establishing a reinvestment zone for commercial/industrial tax abatement as authorized by the Property Redevelopment and Tax Abatement Act, Texas Tax Code, Chapter 312; and

WHEREAS, the City has previously adopted a policy on tax abatement incentives; and

WHEREAS, the policy on tax abatement incentives constitutes appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as required by the Property Redevelopment and Tax Abatement Act; and

WHEREAS, the contemplated use of property and the contemplated improvements to property in the amount as set forth in this Agreement and the other terms hereof are consistent with encouraging development of the City's reinvestment zone in accordance with the purposes for its creation and are in compliance with the City's policy on tax abatement incentives and the ordinance creating the reinvestment zone adopted by the City and all applicable laws;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that for and in consideration of the mutual covenants and agreements recited herein, City and CCAL agree as follows:

1. This Agreement shall begin upon the date of the final authorized signature

and shall expire on December 31, 2019 (the "Term").

2. CCAL shall construct a 50,000 square foot assisted living facility, as that term is defined by NAICS designation 623312, (the "Project") and have a Certificate of Occupancy issued by the City of Copperas Cove on the real property located at 1808 Martin Luther King Boulevard, Copperas Cove, Texas, no later than March 31, 2011.
3. CCAL agrees that it will diligently and faithfully, in a good and workmanlike manner, pursue the construction of the Project as a good and valuable consideration of this Agreement. CCAL further covenants and agrees that all construction of the improvements will be in accordance with all applicable state and local laws, codes and regulations. In further consideration, CCAL shall thereafter, from the date a Certificate of Occupancy is issued until the expiration of this Agreement, continuously operate and maintain the Project.
4. CCAL's Minimum Investment in the Project, to include real property improvements, furniture, fixtures, and equipment shall be of a sum not less than \$6,000,000.00 in taxable value as determined by the Coryell Central Appraisal District for the tax year 2011.
5. CCAL shall, during the Term of this Agreement, employ no less than fifteen (15) full time employees, six (6) of which shall reside within the City limits. Full time employees are defined as those employees working 2,080 hours or more per year.
6. Compliance with this Agreement will be monitored by City on at least an annual basis. CCAL shall be required to provide documentation to the City that it has complied with all requirements set forth in this agreement annually by December 31 until the expiration of this Agreement. City shall have access to the premises of CCAL at reasonable times in order to inspect any appropriate documents and the premises itself to insure that CCAL has complied with the provisions of this Agreement.
7. In the event that CCAL has constructed the Project described herein by March 31, 2011, and otherwise complied with the terms and conditions of this Agreement, a portion of the ad valorem real and personal property taxes from the premises of CCAL owed to City shall be abated for a period of three years (the "Abatement Period") in accordance with the following formula: Said abatement shall be in an amount equal to fifty percent (50%) of the taxes assessed on such improvements, beginning the first year after the year occupancy of the improvements was completed and continuing for one year. For the next one year, forty-five percent (45%) of the taxes assessed upon such improvements, equipment and personal property on

the premises shall be abated. For the final one year, forty percent (40%) of the taxes assessed upon such improvements, equipment and personal property shall be abated.

8. CCAL shall, during the Abatement Period, reimburse the City an amount not to exceed fifty percent (50%) of the total abatement granted in each tax year, all amounts uncollected by the City for Emergency Medical Services provided to residents of CCAL. Said reimbursements are due and payable within thirty (30) days of invoice date and shall be calculated on all uncollected invoices exceeding one hundred twenty (120) days past due on September 30 of each fiscal year of the Agreement and extending one year beyond for all accounts uncollected from the previous fiscal year.
9. It is understood and agreed between the parties that CCAL, in performing its obligations under this Agreement, is acting independently, and the City assumes no responsibility or liability in connection therewith to third parties and CCAL agrees to indemnify the City therefrom.
10. Should the City determine that CCAL is in default in any terms and conditions of this Agreement, then the City shall notify CCAL at the address stated below of such claimed default, and if not cured within sixty (60) days from the date of such notice, this Agreement may be terminated by City. Any notice of default shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested. In the event of default, and as liquidated damages, all taxes which otherwise would have been paid to City without benefit of the abatement (but without the addition of penalty; however interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) will become a debt to City and shall be due, owing and paid to City within sixty (60) days of the expiration of the above mentioned applicable cure period as the sole remedy of City. The parties acknowledge that actual damages, in the event of default and termination, would be speculative and difficult to determine and that the damages stated herein are not a penalty.
11. The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. The agreement cannot be assigned by CCAL unless written permission is first granted by City.
12. The execution of this agreement is accomplished by an official of CCAL who is authorized to execute the agreement on its behalf.
13. In addition to the termination for reasons of default as stated herein, this Agreement may be terminated by the mutual consent of all parties.

This agreement is performable in Coryell County, Texas.

WITNESS OUR HANDS this the _____ day of _____, 2010.

CITY OF COPPERAS COVE

By: _____
ANDREA M. GARDNER, City Manager

Address:
P.O. Box 1449
Copperas Cove, Texas 76522

ATTEST:

JANE LEES, City Secretary

APPROVED AS TO FORM:

CHARLES E. ZECH, City Attorney

Copperas Cove A.L., LLC.

By:
Name:
Title:
Address:

City of Copperas Cove

City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-3

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

SUBJECT: Consideration and action on adopting an ordinance to annex a 20.51 acre tract of land known as Taylor Creek Elementary School to the City of Copperas Cove, Texas.

1. BACKGROUND/HISTORY

On October 3, 2006, the Lampasas Independent School District (LISD) was deeded 30 acres situated on Big Divide Road. The property is located partially within the city limits of the City of Copperas Cove and partially in the City's Extra Territorial Jurisdiction (ETJ). The LISD built a new elementary school (Taylor Creek Elementary) on the property.

At the August 24, 2009 meeting, the LISD School Board authorized the administration to execute the voluntary annexation of Taylor Creek Elementary into the City of Copperas Cove.

On September 30, 2009, City staff received the "Petition for Annexation of Sparsely Occupied Areas by the Owner of the Area" from the LISD. Thus, a public hearing was held as required to accept the petition request on October 26, 2009.

On November 17, 2009, Council approved Resolution 2009-53 setting December 10, 2009 and December 14, 2009 as for the dates for conducting the two public hearings on the proposed annexation as required by Local Government Code §43.063.

2. FINDINGS/CURRENT ACTIVITY

After the completion of the required notices per Local Government Code §43.0561(c), the City held two public hearings on the proposed annexation on December 10, 2009 and December 14, 2009.

An Annexation Service Plan was prepared by City staff and is attached for Council review and consideration. Additionally, a copy of the Annexation Service Plan was provided to LISD on December 21, 2009.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an ordinance to annex the 20.51 acre tract of land known as Taylor Creek Elementary School to the City of Copperas Cove, Texas.

ORDINANCE NO. 2010-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ANNEXING THE 20.51 ACRE TRACT, BEING TAYLOR CREEK ELEMENTARY SCHOOL TO THE CITY OF COPPERAS COVE, TEXAS, AND EXTENDING THE BOUNDARY OF SAID CITY SO AS TO INCLUDE THIS TRACT WITHIN THE CITY LIMITS; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove is authorized to annex territory in accordance with Texas Local Government Code, Section 43.021 and the City's home-rule charter; and

WHEREAS, The City received a petition from Lampasas Independent School District requesting annexation of a 20.51 acre sparsely occupied area; and

WHEREAS, Said 20.51 acre tract is located within the City's extraterritorial jurisdiction, is contiguous to the City, and is owned by the Lampasas Independent School District (see attached "Exhibit A"); and

WHEREAS, The City Council held a public hearing on October 26, 2009 and voted to accept the petition for voluntary annexation; and

WHEREAS, On November 17, 2009, the City Council approved Resolution No 2009-53 to set the Public Hearing dates and times; and

WHEREAS, The City Council held the two required Public Meetings on December 10, 2009 and December 14, 2009; and

WHEREAS, The City and Lampasas Independent School District agree to the terms of the Annexation Service Plan as provided in "Exhibit B"; and

WHEREAS, The City Council has read and approved this ordinance at a publicly held meeting in compliance with the Texas Open Meetings Act.

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

Section 1

That the 20.51 acre tract described in the attached "Exhibit A" and known as Taylor Creek Elementary School is hereby annexed into the City and that the boundary limits of the City are hereby extended to include said tract within the City Limits.

Section 2

That the Annexation Service Plan (“Exhibit B”) will become effective in conjunction with the approval of the annexation ordinance.

Section 3

That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

Section 4

That the City Secretary is hereby directed to file with the County Clerk and other appropriate officials and agencies, as required by state and federal law and city annexation procedures, a certified copy of this ordinance together with a copy or duplicate of the petition.

Section 5

This ordinance shall become effective upon passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, this 5th day of January 2010.

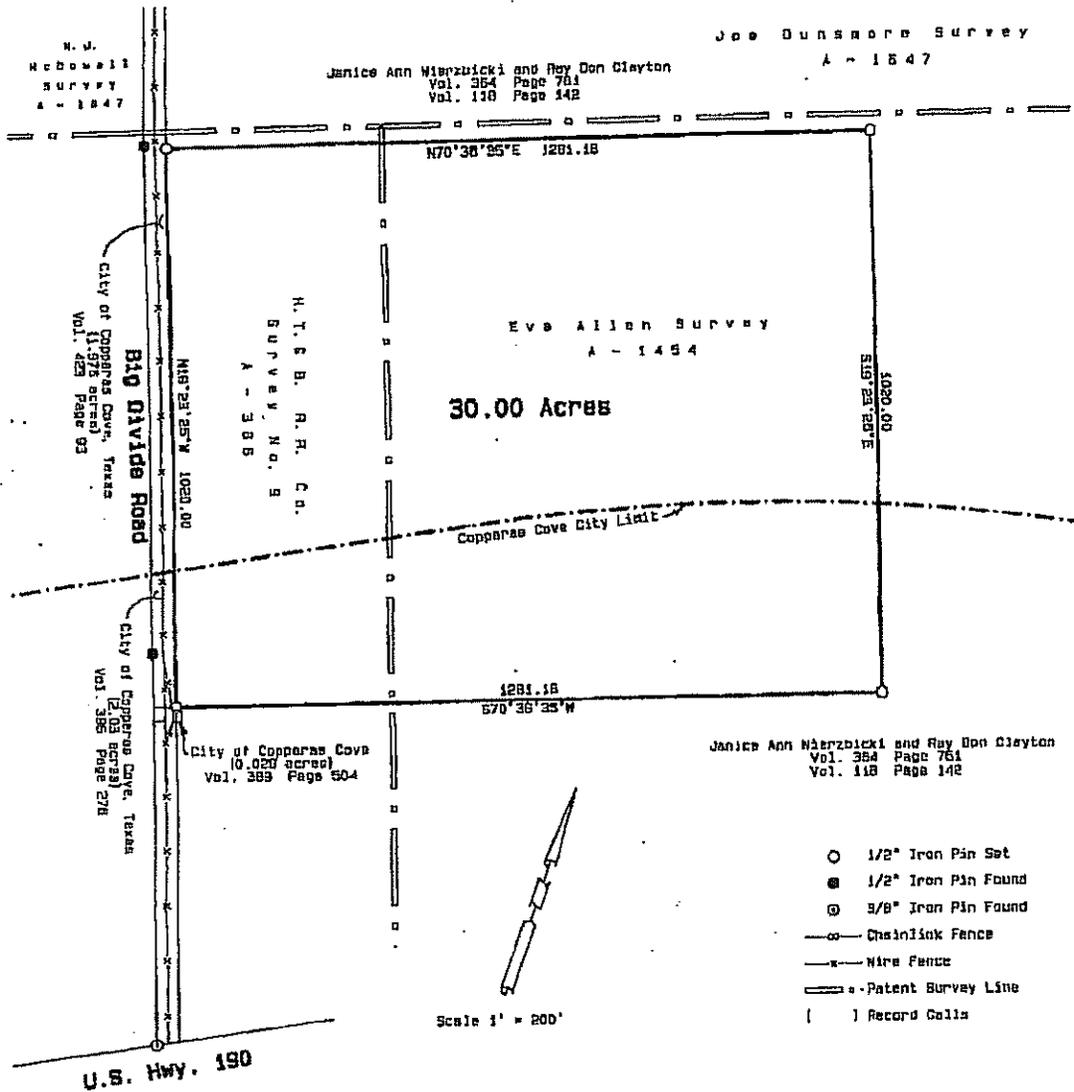
John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

Denton, Navarro, Rocha
& Bernal, P.C., City Attorney



- 1/2" Iron Pin Set
- 1/2" Iron Pin Found
- ⊙ 3/8" Iron Pin Found
- Chainlink Fence
- x— Wire Fence
- Patent Survey Line
- | Record Call

Scale 1" = 200'

GPS used to calculate geodetic bearing based at
Lat. 31°05'36"
Long. 97°07'14"

Maples & Associates
420 S. Liveoak, Ste 200
P. O. Box 557
Lampasas, Texas 78550
Tel (817) 555-2078
Fax (817) 555-0500

PLAT OF A TRACT OF LAND IN LAMPASAS COUNTY, TEXAS.
Being 30.00 acres comprised of 20.88 acres of the Eve Allen Survey, Abstr. No. 1454, and 9.12 acres of the H.T. & B. R.R. Co. Survey No. 8, Abstr. No. 388 in Lampasas County, Texas, and being part of a 561.8 acre tract of land described in a Deed from R.E. Dunsmore et ux. to Don Clayton, dated August 25, 1951, as recorded in Vol. 118, Page 142 of the Deed Records of Lampasas County, Texas.

A legal description of even survey data herewith of the tract shown hereon accompanies this plat.
Surveyed on the ground July 27, 2006.

Paul W. Maples
Paul W. Maples, RPLS
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Maples & Associates, Inc.

www.maplesinc.com • P.O. Box 893 • Lampasas, Texas 76550 • (512) 556-2078 • (512) 556-0500 fax

LEGAL DESCRIPTION OF A TRACT OF LAND IN LAMPASAS COUNTY, TEXAS.

Being 20.51 acres comprised of 13.88 acres of the Eva Allen Survey, Abst. No. 1454, and 6.63 acres of the H.T. & B. R.R. Co. Survey No. 9, Abst. No. 386 in Lampasas County, Texas, and being part of a 30.00 acre tract of land described in a deed from Bobby L. Clayton, et al, to Lampasas Independent School District, dated October 3, 2006, as recorded in Vol. 426, Page 137 of the Deed Records of Lampasas County, Texas; said 20.51 acres being more particularly described as follows;

BEGINNING at the northwest corner of said 30.00 acre tract, being on the east line of a 1.976 acre tract of land described in an agreement to purchase right of way between the City of Copperas Cove, Texas, and Bobby L. Clayton, et al, as recorded in Vol. 423, Page 93 of said deed records, from whence a calculated point for the northeast corner of said 1.976 acre tract brs. North 19° 23' 25" West, 2667.33 feet;

THENCE North 70° 36' 35" East, with the north line of said 30.00 acre tract, 1281.18 feet to a point for the northeast corner of said 30.00 acre tract;

THENCE South 19° 23' 25" East, 672.56 feet to a point on the north city limit of the City of Copperas Cove;

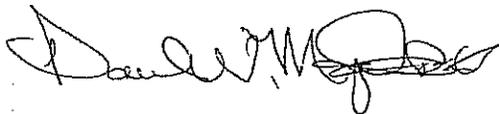
THENCE with the north city limit of the City of Copperas Cove (being 950 feet north of and parallel with the centerline of U.S. Hwy. 190) as follows:

750.33 feet counterclockwise along the arc of a circular curve with a radius of 3814.79 feet (long chord = South 68° 43' 55" West, 749.12 feet) to a point;

South 63° 05' 50" West, 537.06 feet to a point on the west line of said 30.00 acre tract and the east line of said 1.976 acre tract;

THENCE North 19° 23' 25" West, with the west line of said 30.00 acre tract and the east line of said 1.976 acre tract, 767.31 feet to the PLACE OF BEGINNING.

This document prepared under 22 TAC §663.21 does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



Paul W. Maples, RPLS



EXHIBIT B
SERVICE PLAN
CITY OF COPPERAS COVE, TEXAS

**SERVICE PLAN FOR ANNEXATION OF 20.51 ACRES IN LAMPASAS COUNTY,
TEXAS BEING TAYLOR CREEK ELEMENTARY SCHOOL**

Upon annexation of the area identified above and as identified on Exhibit A, the City of Copperas Cove will provide City services utilizing methods by which it extends services to any other equivalent area of the City.

SERVICES PROVIDED BY THE EFFECTIVE DATE OF ANNEXATION:

1. Police Protection

The City of Copperas Cove, Texas and its Police Department will provide police protection to newly annexed area at the same of similar level of service now being provided to other areas of the City with like topography, land use and population density as those found within the newly annexed area. The Police Department will have the responsibility to respond to all dispatched calls for service or assistance within the newly annexed area.

2. Fire Protection and Emergency Medical Services

The City of Copperas Cove, Texas will provide fire protection to the newly annexed area at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed area.

The City of Copperas Cove, Texas will provide Emergency Medical Services to the newly annexed area at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed area.

3. Maintenance of Water and Wastewater Facilities

All water and wastewater facilities owned or maintained by the City of Copperas Cove at the time of the proposed annexation shall continue to be maintained by the City of Copperas Cove. All water and wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the City of Copperas Cove to the extent of its ownership. The new existing

water and wastewater mains at existing locations shall be available for the point of use extension based upon the City of Copperas Cove's standard extension polity now existing or as may be amended. On-site sewerage systems may be maintained in accordance with the City's Code of Ordinances.

4. Solid Waste Collection

Solid waste collection will be provided to citizens in the newly annexed area at the same or similar level of service now being provided to other areas of the City, with like topography, land use and population density as those found within the newly annexed area. The City may negotiate with annexed areas to allow continued services with an existing solid waste management provided. After the second anniversary of the annexation date, the City will impose fees and provide the service.

If areas with private roads and/or gates are arranged so that garbage may be collected without creating a safety hazard, the City, at its discretion, may collect garbage provided proper indemnification is received from the community association or individual property owners. The City will then impose fees and provide the service.

Garbage collection locations shall be subject to the approval of the Sanitation Manager. In the event the City does not collect garbage within the area with private roads and/or gates, residents of this area will not be billed for service after the two year date.

5. Maintenance of Roads and Streets

Any and all public roads, streets, alleyways shall be maintained to the same degree and extent that other public roads, streets, and alleyways are maintained in areas of the City with like topography, land use and population density as those found within the newly annexed area. Private roads will remain under the ownership of the homeowners association and as such maintained by the association.

6. Maintenance of Parks, Playgrounds, and Swimming Pools

The City of Copperas Cove, Texas is not aware of the existence of any publicly owned parks, playgrounds or swimming pools now located in the proposed areas of annexation. In the event any such parks, playgrounds, or swimming pools do exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like

topography, land use and population density as those found within the newly annexed area. Private facilities will remain under the ownership of the homeowners association and as such maintained by the association.

7. Maintenance of any Publicly Owned Facility, Building or Municipal Service

The City of Copperas Cove, Texas is not aware of the existence of any publicly owned facility, building, or other municipal service now located in the proposed area of annexation. In the event any publicly owned facility, building, or other municipal service does exist and are public facilities, the City will maintain such areas and facilities to the extent and degree and to the same or similar level of service now being provided to other such areas and facilities within the corporate limits of the City with like topography, land use and populations density as those found within the newly annexed area.

8. Other Services

The City of Copperas Cove, Texas, finds and determines that such services as planning, code enforcement, animal control, library, parks and recreation, court and general administration will be made available after the effective date of annexation at the same or similar level of service now being provided to other areas of the City with similar topography, land use and density as those found within the newly annexed area.

CONSTRUCTION OF ANY CAPITAL IMPROVEMENTS TO BE COMPLETED WITHIN 2-1/2 YEARS

1. Police and Fire Protection and Solid Waste Colleciton

The City of Copperas Cove, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2-1/2 years of the effective date of the annexation of the particular annexed area for the purpose of providing police protections fire protection, emergency medical services or solid waste collection. The City finds and determines that it has at the present time adequate facilities and other resources to provide the same type, kind and level of service and protection which is presently being administered to other areas already incorporated in the City of Copperas Cove, Texas with like topography, land use and population density as those found within the newly annexed area.

2. Water and Wastewater Facilities

For the next 2-1/2 years, the City of Copperas Cove, Texas finds and determines that there is sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to the City of Copperas Cove extension policies.

3. **Roads and Streets**

4. **Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service**

The City of Copperas Cove, Texas, finds and determines it is not necessary to acquire or construct any capital improvements within 2-1/2 years of the effective date of the annexation of the particular annexed area for the purpose of parks, maintenance, playgrounds, swimming pools and other publicly owned facility, building or service.

SPECIFIC FINDINGS

The City of Copperas Cove, Texas, finds and determines that this proposed service plan will not provide any fewer services and will not provide a lower level of service in the area being considered for annexation that were in existence in the proposed area at the time immediately preceding the annexation process. Given the proposed annexation area's topography, land utilization and population density, the service levels to be provided in the newly annexed area will be equivalent to those provided to other areas of the City with similar characteristics.

TERMS

This plan shall be valid for a term of ten (10) years. Renewal of the Service Plan is at the discretion of the City of Copperas Cove, Texas.

LEVEL OF SERVICE

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with Chapter 43 of the Texas Local Government Code.

LAMPASAS INDEPENDENT SCHOOL DISTRICT

Lampasas, Texas
Administration Building, 207 West 8th Street, Lampasas
August 24, 2009
6:00 PM

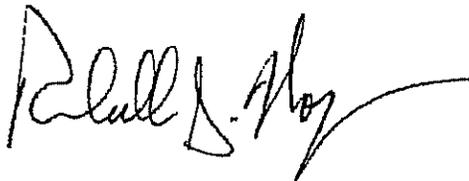
NOTICE FOR CALLED SCHOOL BOARD MEETING

The subjects to be discussed or considered, or upon which any formal action may be taken, are as listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Declaration of Quorum, Call to Order and Pledge of Allegiance
2. 2009-2010 Budget Hearing/Tax Rate Hearing
3. Consent Agenda
 - A. Resolution Stating Review of Investment Policy and Investment Strategies for the District and Designation of Investment Officer
4. 2008-2009 Final Amended Budget
5. 2009-2010 Budget for General Operating Fund, Food Service Fund, and Debt Service Fund
6. Proposed 2009-2010 Tax Rate for Maintenance & Operation and Interest & Sinking
7. Superintendent Authority to Hire Professional Personnel Through 09/14/09
8. Consider Action on a Change Order to Purchase and Install External Surveillance Equipment at Lampasas High School and Taylor Creek Elementary Not to Exceed \$75,000
9. Consider Action on Voluntary Annexation of Taylor Creek Elementary into City of Copperas Cove
10. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551 (Attorney Consultation 551.071, Real Property 551.072, Personnel Matters 551.074, Conference With Employees 551.075, Deliberation Regarding Security Devices 551.076, Student Discipline 551.082, Employee Complaints 551.082). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

I, the undersigned, do hereby certify that this Notice was posted in compliance with the Open Meetings Act at 4:00 p.m. on the 21st day of August, 2009, which is at least 72 hours prior to the date and time of the scheduled meeting.



August 24, 2009

LAMPASAS INDEPENDENT SCHOOL DISTRICT
Official Minutes of the Board of Education

A called meeting of the Board of Education was held in the Administration Building on August 24, 2009, at 6:00 p.m.

Members Present: James Briggs, Ron Farr, Wesley Crow, Kirk Whitehead, Mark Bishop (arrived at 6:03 p.m.), and Dan Claussen

Members Absent: Linda Floerke

Staff Present: Randall Hoyer, Nelda Fortune, Shane Jones, Janet Melton, and Joni Summers

Others Present: Lisa Carnley, Joni Perry, Donald Baker and Robert Oliver

The Board President called the meeting to order, established a quorum, and led all that attended in the Pledge of Allegiance.

A public hearing was held on the 2009-2010 budget and tax rate. Comments were received from Donald Baker concerning actual rate versus effective rate and appraised values.

No. 6510
Consent Agenda

A motion was made by Kirk Whitehead and seconded by Wesley Crow to approve the Consent Agenda as per the attached agenda.

Yeas:
Nays:

All board members present voted, "Yes."
None

No. 6511
2008-2009 Final Amended Budget

A motion was made by Wesley Crow and seconded by Mark Bishop to approve the final 2008-2009 budget amendments for the General Operating Fund, the Food Service Fund, and the Debt Service Fund as presented.

Yeas:
Nays:

All board members present voted, "Yes."
None

No. 6512
2009-2010 Budget for General
Operating Fund, Food Service Fund,
and Debt Service Fund

A motion was made by Ron Farr and seconded by Kirk Whitehead to approve the 2009-2010 budgets for the General Operating Fund, the Food Service Fund, and the Debt Service Fund as presented.

August 24, 2009

Yeas:
Nays:

All board members present voted, "Yes."
Yeas

No. 6513
Proposed 2009-2010 Tax Rate for
Maintenance & Operation and
Interest & Sinking

A motion was made by Kirk Whitehead and seconded by Ron Farr that the property tax rate be increased by the adoption of a tax rate of 1.50, which is effectively a .80 percent increase in the tax rate.

Yeas:
Nays:

All board members present voted, "Yes."
None

No. 6514
Superintendent Authority to Hire
Professional Personnel Through
09/14/09

A motion was made by James Briggs and seconded by Dan Claussen to grant approval for the superintendent to employ contractual personnel through 09/14/09.

Yeas:
Nays:

All board members present voted, "Yes."
None

No. 6515
Consider Action on a Change Order
to Purchase and Install External
Surveillance Equipment at
Lampasas High School and Taylor
Creek Elementary Not to Exceed
\$75,000

A motion was made by Ron Farr and seconded by Kirk Whitehead to approve a change order and authorize administration to purchase and install external surveillance equipment at Lampasas High School and Taylor Creek Elementary not to exceed \$75,000.

Yeas:
Nays:

All board members present voted, "Yes."
None

No. 6516
Consider Action on Voluntary
Annexation of Taylor Creek
Elementary into City of Copperas
Cove

A motion was made by Ron Farr and seconded by Mark Bishop to authorize the administration to execute the voluntary annexation process of Taylor Creek Elementary into the City of Copperas Cove.

Yeas:
Nays:

All board members present voted, "Yes."
None

No. 6517
Adjournment

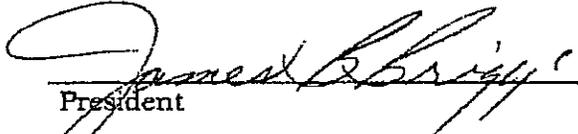
A motion was made by Wesley Crow and seconded by Kirk Whitehead to adjourn.

Yeas:
Nays:

All board members present voted, "Yes."
None

August 24, 2009

These minutes approved 14th day of September, 2009.



President



Secretary

**PETITION FOR ANNEXATION OF SPARSELY OCCUPIED AREAS BY THE
OWNER OF AREA**

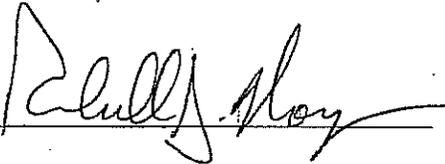
TO THE HONORABLE MAYOR AND CITY COUNCIL
OF THE CITY OF COPPERAS COVE, TEXAS:

The undersigned representative of the owner of the hereinafter described tract of land, pursuant to Texas Local Government Code § 43.028, petitions the City of Copperas Cove to extend the present City Limits so as to include as part of the City any remaining portion of the property described in Exhibit A that has not already been annexed into the City.

A copy of the deed showing current ownership of the property is attached as Exhibit B, and a resolution of the Board of Trustees of the Lampasas Independent School District is attached as Exhibit C, authorizing Mr. Randall Hoyer, as Superintendent of Lampasas Independent School District, to act as the authorized representative of the owner in this transaction.

The undersigned owner certifies that:

1. The tract of land described in Exhibit A is located contiguous to the existing limits of the City of Copperas Cove, Texas; and
2. The tract of land subject to annexation described in Exhibit A is one-half (1/2) mile or less in width; and
3. The tract of land described in Exhibit A is vacant and without residents, or on which less than three (3) qualified voters reside; and
4. The petition is signed and duly acknowledged by every individual having a proprietary interest in said land.



Mr. Randall Hoyer
Superintendent
Lampasas Independent School District

09/30/09

Date

ACKNOWLEDGEMENT

STATE OF TEXAS) §
COUNTY OF Lampasas) §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Randall Hoyer, known to me to be the person whose

name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office this 30th day of September, 2009.



Benjie Tischler
Notary Public, State of Texas

Maples & Associates, Inc.

www.maplesinc.com • P.O. Box 893 • Lampasas, Texas 76650 • (512) 556-2078 • (512) 556-0500 fax

LEGAL DESCRIPTION OF A TRACT OF LAND IN LAMPASAS COUNTY, TEXAS:

Being 30.00 acres comprised of 20.88 acres of the Eva Allen Survey, Abst. No. 1454, and 9.12 acres of the H.T. & B. R.R. Co. Survey No. 9, Abst. No. 386 in Lampasas County, Texas, and being part of a 551.6 acre tract of land described in a deed from R.E. Dawson, et ux, to Don Clayton, dated August 26, 1961, as recorded in Vol. 118, Page 142 of the Deed Records of Lampasas County, Texas; said 30.00 acres being more particularly described as follows;

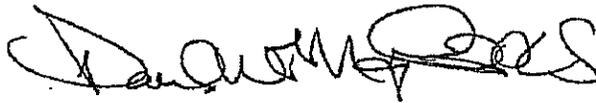
BEGINNING at a 1/2 inch iron pin set on the east line of a 1.976 acre tract of land described in an agreement to purchase right of way between the City of Copperas Cove, Texas, and Bobby L. Clayton, et al, as recorded in Vol. 423, Page 93 of said deed records, from whence a calculated point for the northeast corner of said 1.976 acre tract brs. North 19° 23' 25" West, 2667.33 feet, and from said calculated point a 1/2 inch iron pin found for the northernmost northwest corner of said 551.6 acre tract brs. South 70° 28' 50" West, 40.00 feet;

THENCE North 70° 36' 35" East, 1281.18 feet to a 1/2 inch iron pin set;

THENCE South 19° 23' 25" East, 1020.00 feet to a 1/2 inch iron pin set;

THENCE South 70° 36' 35" West, at 1271.45 feet passing the northeast corner of a 0.029 acre utility easement conveyed to the City of Copperas Cove, as recorded in Vol. 389, Page 504 of said deed records, continuing with the north line of said easement for a total distance of 1281.18 feet to a 1/2 inch iron pin set on the east line of said 1.976 acre tract;

THENCE North 19° 23' 25" West, with the east line of said 1.976 acre tract, 1020.00 feet to the PLACE OF BEGINNING, as surveyed on the ground on July 27, 2006, by MAPLES & ASSOCIATES, INC., and as shown on an accompanying plat of even survey date herewith.



Paul W. Maples, RPLS
©2006 All rights reserved.



125622



FILED FOR RECORD

THE STATE OF TEXAS }
COUNTY OF LAMPASAS }

I, Connie Hartmann CLERK OF THE

County Court in and for the County do hereby certify that the foregoing instrument

with its certificate of authentication was read to
me in my office the 5th day of October 2006 at 10:00 o'clock A.M.

and duly Recorded the 5th day of October 2006 at 10:20 o'clock A.M.

Deed Recorded of said County, in Vol. 426 on page 137-141

WITNESS my hand and seal of the County Court of said County, at office in Lampasas, Texas
this 5th day of October 2006 and year last above written

Connie Hartmann Deputy Connie Hartmann Clerk
County Clerk of Lampasas County

US8851

◆ November 20, 2009 ◆ 254-547-4

Call 254-547-4207 to p

... for 20 words or less. Each a
... an inch per issue, multiple ru

**PUBLIC
NOTICE**

**PUBLIC
NOTICE**

PUBLIC NOTICE



City of Copperas Cove

Notice is hereby given that public hearings will be held in the City Council Chambers of City Hall, City of Copperas Cove, 507 South Main Street. The **public hearings** will be held by the **City Council** on **December 10, 2009, and December 14, 2009, at 7:00 p.m.** The purpose of the hearings is to allow the citizens of Copperas Cove an opportunity to be heard in connection with Council consideration of annexation of a tract of land further described as follows:

A public hearing on a request to annex 20.51 acres out of the Eva Allen Survey, Abstract #1454 and the H.T. & B.R.R. Co. Survey No. 9, Abstract #386, Lampasas County, Texas, being the Taylor Creek Elementary School located at 2096 Big Divide Road, to the City of Copperas Cove, Texas.

All interested citizens and property owners are hereby notified of their rights to appear and be heard on this matter.

City of Copperas Cove

City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-4

Contact – Frank Seffrood, City Council, Place 7, 547-4221
fseffrood@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on appointing a member to the Hotel/Motel Tax Committee.

1. BACKGROUND/HISTORY

Discussion of the City's existing Hotel Occupancy Tax Ordinance and the need for revisions took place on June 16, 2009 at the Council/Staff Retreat. City staff was provided direction to research the possibility of creating a Hotel Occupancy Tax Committee and to present an item to the governing body for follow-up discussion. As such, on August 20, 2009, staff was directed to proceed with the creation of the Committee.

On November 17, 2009, City Council appointed six of the seven applicants to the Hotel/Motel Tax Committee.

2. FINDINGS/CURRENT ACTIVITY

On December 10, 2009, Council Member Seffrood requested an item be placed on the next regular agenda for consideration to appoint the one remaining applicant to the Hotel/Motel Tax Committee in order to maintain consistency with appointing an odd number of members to committees. As such, the application is attached.

3. FINANCIAL IMPACT

N/A

4. ACTION OPTIONS/RECOMMENDATION

Council Member Seffrood recommends appointing the remaining applicant to the Hotel/Motel Tax Committee.

Candidate Application for City Council-Appointed Boards & Commissions

Applications will be reviewed as vacancies arise. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

received
7/29/09
logged

Please attach your resume (optional).

Board Preference 1: HOTEL/MOTEL TAX COMMITTEE

Board Preference 2: EDC BOARD

Name: MARK PETERSON

Street Address: 3008 SUNDOWN LN.

City Resident: 9 years Personal E-Mail: MPETERSON@CBUNITED.COM

Primary Phone: 254-371-9649 Home Fax: _____

Profession: RETIRED MILITARY

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

Business Phone: _____ Business Fax: _____

Business E-Mail: _____

Experience or Special Knowledge applicable to City board or commission function:

SERVED ON CITY COUNCIL FOR 15 MONTH AND
GREAT KNOWLEDGE OF HOW THESE BOARDS WORK

Civic Activities/Professional Affiliations BOARD OF DIRECTOR FOR CHAMBER
OF COMMERCE, EXCHANGE CLUB, CCISD FESABILITY
COMMITTEE

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

M. E. Peters 29 JUL 09
Signature Date

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas
Phone: (254) 547-4221


City of Copperas Cove
"The City Built for Family Living"

City of Copperas Cove

City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-5

Contact – Willie C. Goode, City Council, Place 6, 547-4221
wgoode@ci.copperas-cove.tx.us

SUBJECT: Discussion on legal services provided to the City of Copperas Cove.

1. BACKGROUND/HISTORY

On October 21, 2008, the City Council appointed Denton, Navarro, Rocha & Bernal, P. C. to serve as the City Attorney for the City. At the time of the appointment, the City, under contractual obligations, was required to continue paying the former City Attorney based on the terms of the signed executed agreement. Thus, from October 21, 2008 through February 2009, the firm of Denton, Navarro, Rocha & Bernal, P.C. provided general municipal legal services with sparse prosecution services to cover the absences of the former City Attorney. Since February 2009, the firm of Denton, Navarro, Rocha & Bernal, P.C. provided prosecution services on a full-time basis. The firm hired does not serve as the City Attorney through a contract or agreement, thus the relationship is subject to terminate at any point. Since October 2008, the firm with its legal expertise and depth of knowledge regarding municipal law handled multiple difficult legal matters on behalf of the City.

During the October 8, 2009 Council Meeting, Council Member Goode requested an agenda item to discuss the City Attorney be placed on a future agenda. As such, an item was placed on the October 26, 2009 agenda and a legal fees comparison was provided. However, at the October 26, 2009 Meeting, Council Member Goode requested the item be postponed.

2. FINDINGS/CURRENT ACTIVITY

On December 1, 2009, Council Member Goode requested the item be placed on a future agenda.

3. FINANCIAL IMPACT

Discussion on the items does not require an expenditure of funds, thus there is no financial impact to discuss the matter.

4. ACTION OPTIONS/RECOMMENDATION

Council Member Goode requests the Council discuss the legal services provided to the City of Copperas Cove.

City of Copperas Cove

City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-6

Contact – Chuck Downard, City Council, Place 3, 547-4221
cdownard@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on the resignation request by Council Member Chuck Downard from the Liaison position with the Economic Development Corporation (EDC).

1. BACKGROUND/HISTORY

The City's Code of Ordinance states in Section 2-55: *“Ad hoc committees are formed on an ‘as needed’ basis with a clearly defined purpose and term, as well as reporting requirements. Ad hoc committees may consist of up to two (2) council members recommended by the mayor with concurrence through a motion of the majority of city council members”.*

Section 2-55.1 states: *“The mayor nominates and the city council confirms council member appointments to outside agencies, committees, task forces, boards and commissions”.*

On March 3, 2009, Council Member Downard was nominated and approved to serve as the Council Liaison to the EDC. Additionally, a request was made to appoint an alternate Council Liaison. Thus, on March 26, 2009, Council Member Danny Palmer was nominated and approved to serve as the alternate Council Liaison to the EDC.

2. FINDINGS/CURRENT ACTIVITY

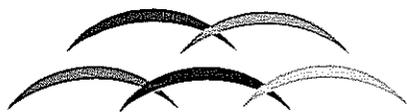
On December 14, 2009, Council Member Downard requested that an item be placed on the next agenda to consider and take action on the resignation request submitted by Council Member Downard.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

Council Member Downard recommends the Council accept the attached resignation from the position of Council Liaison to the EDC.



City of Copperas Cove

"The City Built for Family Living"

TO: Mayor and City Council

FROM: Chuck Downard , Place 3

Date: December 21, 2009

Subject: Resignation EDC Council Liaison

Mr. Mayor fellow Council members,

Upon being appointed as liaison I stated the workload is to much for one council member and the council was kind enough to appoint council member Danny Palmer as alternate, with the completion over the past seven months of numerous policies related to EDC I feel its time we go back to one liaison that over the past years the EDC and Council has worked with.

I have enjoyed my time working with the Council / City Staff / EDC doing this time please except this as a resignation as council primary liaison to the EDC.

**Chuck Downard
Place 3 City Council**

City of Copperas Cove City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-7

Contact – Andrea M. Gardner, City Manager, 547-4221

SUBJECT: Consideration and action on authorizing the City Manager to execute a land purchase agreement for the Fire Station #2 relocation project.

1. BACKGROUND/HISTORY

The City of Copperas Cove staff has negotiated a final purchase price for 4.6 acres of real property located at the intersection of FM 1113 and Grimes Crossing Road, Coryell County, Texas, for the future relocation of Fire Station #2. The purchase includes the donation of an additional 2.2 acres of real property for the sum and consideration of \$10.00.

2. FINDINGS/CURRENT ACTIVITY

The attached documents reflect the purchase agreement, survey and field notes for the property. The attached flood plain map indicates the proposed property is NOT within a 100 year flood plain.

3. FINANCIAL IMPACT

The purchase agreement requires the City of Copperas Cove to pay the sum of \$138,000 at closing for the 4.6 acres and agree to receive as a donation an additional 2.2 acres of property.

Under a separate agreement, Coryell County will pay through a reimbursement to the City, an amount not to exceed \$16,500 toward the land purchase. The City will be responsible for payment of the remaining balance not to exceed \$121,500. Funds for the City's portion are available in 2008 Tax Notes.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve the authorization for the City Manager to execute the purchase agreement with the Seller.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (“Agreement”) dated as of the Effective Date (hereinafter defined) is by and between **GEORGIA A. MCLENDON MORRIS** (“Seller”), and **THE CITY OF COPPERAS COVE, TEXAS**, a Texas municipal corporation (“Buyer”).

RECITAL

WHEREAS, Buyer desires to purchase, and Seller desires to sell, on the terms and conditions set forth in this Agreement, the Property (defined in Section 1.7 below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, as hereafter set forth, Buyer and Seller agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:

“**Closing**” means the consummation of the conveyance of Sale Property (hereinafter defined) and the transfer of Donated Property (hereinafter defined).

“**Closing Date**” shall mean that date that the Closing occurs, which shall be on or before five (5) business days after the Effective Date.

“**Donated Property**” means the that certain parcel of land that is described on **Exhibit “A-2”** attached hereto and made a part hereof for all purposes, together with and singular the rights and appurtenances pertaining to the said land.

“**Donation Deed**” means that certain Deed of Donation conveying the Donated Property to the City of Copperas Cove, Texas for no consideration in the form of **Exhibit “C”** attached hereto and made a part hereof.

“**Effective Date**” means the latest to occur of the date on which this Agreement is executed by Seller or Buyer.

“**Purchase Price**” for the Property means One Hundred Thirty Eight Thousand and No/100 Dollars (\$138,000.00) payable in cash from Buyer to Seller at Closing for the Sale Property.

“**Restrictive Covenants**” means the restrictive covenants to be placed on and burden the Sale Property and the Donated Property and benefit Seller’s remaining property, to be attached to the Special Warranty Deed and the Donation Deed.

“**Sale Property**” means the that certain parcel of land that is described on **Exhibit “A-1”** attached hereto and made a part hereof for all purposes, together with and singular the rights and appurtenances pertaining to the said land.

“Taxes” means all general real estate and ad valorem property taxes and assessments and personal property taxes applicable to the Sale Property.

2. **AGREEMENT CONSIDERATION AND DEPOSIT.** Contemporaneously with the execution of this Agreement, Buyer shall deliver, in cash or immediately available funds, the amount of **\$5,000.00** (the **“Deposit”**) to Seller. The failure of Buyer to timely deliver the Deposit or any portion thereof as provided for herein shall, at Seller’s option (but only if such option is exercised in writing to Buyer before such Deposit is properly delivered hereunder), cause this Agreement to be terminated, and thereafter neither party shall have any further right or obligation under this Agreement, unless expressly provided otherwise in this Agreement. The Deposit shall be non-refundable except in the event that Seller fails or refuses to convey the Sale Property at Closing and Buyer is not then in Default.
3. **PURCHASE AND SALE.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Sale Property for the amount of the Purchase Price, subject to and in accordance with the terms and subject to the conditions of this Agreement.
4. **DONATION.** Seller agrees that Seller donate the Donated Property to Buyer and deliver the Donation Deed to Buyer simultaneously with the Closing of the Sale Property in accordance with this Agreement.
5. **CONDITIONS PRECEDENT.**

5.1 **Conditions Precedent to Buyer’s Obligations.** Buyer’s obligation to perform under this Agreement is conditioned upon the following (any of which may be waived in whole or in part by Buyer at or prior to Closing):

- 5.1.2 Seller shall have substantially performed, observed and complied with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed, observed and complied with by Seller.
- 5.1.3 The Property shall not be subject to any tenant leases (except such leases that are to be terminated effective as of the date of Closing).
- 5.1.4 There shall be no pending or asserted action, suit, proceeding or claim affecting the Property.
- 5.1.5 Neither the Property, nor any material part thereof or interest therein shall have been taken by execution or other process of law (other than condemnation) in any action prior to Closing.

5.2 **Conditions Precedent to Seller’s Obligations.** Seller’s obligations to perform under this Agreement are conditioned upon the following (any of which may be waived in whole or in part by Seller at or prior to the Closing):

- 5.2.1 The representations and warranties of Buyer set forth herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of the Closing Date. Buyer, having closed the sale of the

Property, shall be deemed conclusively to have certified at the Closing that all such representations and warranties were true and correct in all material respects on and as of the Closing Date.

- 5.2.2 Buyer shall have substantially performed, observed and complied with all of the covenants, agreements, obligations and conditions required by this Agreement to be performed, observed and complied with by Buyer prior to or as of the Closing Date.

In the event that any of the foregoing conditions are not satisfied as of the Closing Date, Seller shall have the right at its option to terminate this Agreement with respect to the Property by written notice thereof given to Buyer and the Deposit shall be retained as liquidated damages by Seller.

6. **AFFIRMATIVE COVENANTS OF BUYER AND SELLER.**

6.1 **Condemnation.** If prior to the Closing, condemnation proceedings are commenced with respect to a portion of the Sale Property or the Donated Property, Seller may terminate this Agreement by giving a written termination notice to Buyer within ten days after receiving such notice that the either of the Properties are subject to a taking, in which event Seller may retain the Deposit as liquidated damages.

6.2 **Termination of Leases.** Seller agrees, at its sole expense, to terminate all leases affecting the Property prior to Closing.

6.3 **Other Seller Covenants.** Seller covenants and agrees with Buyer that, prior to Closing:

6.3.1 Seller will promptly advise Buyer of any litigation, arbitration or administrative hearing before any governmental agency concerning or affecting the Property which becomes pending or threatened in writing to Seller after the Effective Date.

6.3.2 Seller will not sell, assign or convey any right, title or interest whatever in or to the Property or create or permit to exist any lien, encumbrance or charge thereon without discharging the same on or before the Closing Date.

6.4 **Mineral Reservation.** Notwithstanding anything to the contrary contained or implied elsewhere herein, Seller for Seller's successors and assigns, will reserve all of Seller's interest in the oil, gas and other minerals that are in and under the Sale Property and the Donated Property and that may be produced from it; provided, however, Seller, its successors and assigns, shall not have the right of access to or ingress or egress over the surface of the Sale Property and the Donated Property for any purpose including, but not limited to, the purposes of mining, drilling, extracting, exploring, transporting, storing or developing such oil, gas and other minerals or taking any other action in connection with such mineral reservation to the extent such action affects the surface of the Property or the subsurface of the Property if it in any way adversely affects the surface of the Property.

7. **CLOSING.**
- 7.1 **Closing.** The sale and purchase of the Property shall be consummated at a closing (the “**Closing**”) to be accomplished by mail or hand delivery as agreed to by the parties. The Closing shall occur on or before the Closing Date.
- 7.2 **Items to be Delivered by Seller at Closing.** At the Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller’s expense, the following items, duly executed (if required) and, where appropriate, acknowledged by Seller:
- 7.2.1 The Special Warranty Deed granting, conveying and warranting to Buyer good and indefeasible fee simple absolute title to the Property, free and clear of any liens, but subject to all matters of record to the extent they are valid and subsisting and affect the Sale Property and subject to the Restrictive Covenants.
- 7.2.2 The Donation Deed, in form reasonably acceptable to Buyer and Seller, conveying the Donated Property to Buyer, free of liens, but subject to all matters of record to the extent they are valid and subsisting and affect the Donated Property, and subject to the Restrictive Covenants.
- 7.2.3 Such other documents and instruments consistent with this Agreement as are reasonably required to effectuate the transactions contemplated under this Agreement.
- 7.3 **Items to be Delivered by Buyer at the Closing.** At the Closing, Buyer will deliver or cause to be delivered to Seller the following items, duly executed and, where appropriate, acknowledged by Buyer:
- 7.3.1 The Purchase Price.
- 7.3.2 Resolutions and/or Ordinances passed by the City Council of Copperas Cove, Texas approving the purchase of the Sale Property pursuant to the terms of this Agreement, the purchase of the Sale Property for the Purchase Price, the acceptance by the City of Copperas Cove of the donation of the Donated Property, and the acceptance of the Restrictive Covenants.
- 7.3.3 Such other documents and instruments consistent with this Agreement as are reasonably required to effectuate the transactions contemplated under this Agreement.
- 7.3.4 Buyer may, at Buyer’s expense, obtain an Owner Policy of Title Insurance.
8. **PRORATIONS AND ADJUSTMENTS.** The following prorations and adjustments shall be made in cash between Seller and Buyer as of the Closing Date:
- 8.1 **Taxes.** Ad valorem and personal property taxes for the Sale Property shall be prorated for the calendar year as of the Closing Date. Seller’s pro rata portion of

such taxes shall be based upon taxes actually assessed for the then current calendar year or, if for any reason such taxes for the Property have not been actually assessed, such proration shall be based upon the amount of such taxes for the immediately preceding calendar year and adjusted by cash settlement when exact amounts are available. Buyer shall satisfy at the Closing, and shall indemnify and hold Seller harmless from, any tax on any of the Property for years prior to the Closing Date due to changes in land usage or ownership, including all roll back taxes (including any applicable penalty and interest) for ad valorem taxes deferred as a result of any agricultural or open space designation claimed for all or part of the Property, for periods prior to Closing, including any changes in use occurring after Closing. Buyer shall be responsible for payment of all ad valorem taxes for the year of Closing on the Donated Property (no proration) and all rollback taxes (including any applicable interest and penalties) assessed against the Donated Property for years prior to closing due to changes of use or ownership.

8.2 **Survival.** The agreements as to prorations, adjustments and indemnifications in this Section 8 shall survive the Closing. In the event, subsequent to the Closing, that any adjustments made at the Closing pursuant to this Section 8 are determined to be erroneous, then either party hereto who is entitled to additional monies shall invoice the other party for such additional amounts as may be owing, and such amounts shall be paid within 30 days from receipt of the invoice.

8.3 **Calculation of Prorations.** All prorations shall be made on the basis of the actual number of days of the year and month, which shall have elapsed as of the Closing Date. If tax bills are not available for the year of Closing at the time of Closing, the prorations will be based on the most recent assessment (on a per acre basis for the tract out of which the property in question was severed) and the most recent rates available from the applicable tax districts.

8.4 **Texas Property Code Section 5.010 Notice:**

**NOTICE REGARDING POSSIBLE
LIABILITY FOR ADDITIONAL TAXES**

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

9. **PROPERTY "AS-IS"**.

9.1 **Authority.** No person acting on behalf of Seller is authorized to make, and by execution hereof, Buyer acknowledges that no person has made any representation, agreement, statement, warranty, guarantee or promise regarding the Property or the transaction contemplated herein or the zoning, construction, physical condition or other status of the Property, except as may be expressly set forth in this Agreement. No representation, warranty, agreement, statement, guarantee or promise, if any, made by any person acting on behalf of Seller which is not contained in this Agreement will be valid or binding on Seller.

9.2 **AS IS. BUYER ACKNOWLEDGES THAT, EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT, AND SELLER'S SPECIAL WARRANTY OF TITLE CONTAINED IN THE DEED, BUYER IS NOT RELYING ON ANY WRITTEN, ORAL, IMPLIED OR OTHER REPRESENTATIONS, STATEMENTS OR WARRANTIES BY SELLER OR ANY AGENT OF SELLER OR ANY REAL ESTATE BROKER OR SALESMAN. ALL PREVIOUS WRITTEN, ORAL, IMPLIED OR OTHER STATEMENTS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS, IF ANY, ARE MERGED IN THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY TO BUYER, AND BUYER HEREBY RELEASES SELLER FROM ANY LIABILITY (INCLUDING CONTRACTUAL AND/OR STATUTORY ACTIONS FOR CONTRIBUTION OR INDEMNITY), FOR, CONCERNING OR REGARDING (1) THE NATURE AND CONDITION OF THE PROPERTY, INCLUDING THE SUITABILITY THEREOF FOR ANY ACTIVITY OR USE; (2) ANY IMPROVEMENTS OR SUBSTANCES LOCATED THEREON; OR (3) THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY. THE FOREGOING INCLUDES A RELEASE OF SELLER FROM CLAIMS BASED ON SELLER'S NEGLIGENCE IN WHOLE OR IN PART AND CLAIMS BASED ON STRICT LIABILITY. EXCEPT FOR ANY EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT, SELLER HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. EXCEPT TO THE EXTENT OF THE EXPRESS WARRANTIES AND REPRESENTATIONS CONTAINED IN THIS AGREEMENT ON WHICH BUYER IS ENTITLED TO RELY ON THE TERMS AND CONDITIONS HEREOF, BUYER AFFIRMS THAT PRIOR TO CLOSING BUYER SHALL HAVE (i) INVESTIGATED AND INSPECTED THE PROPERTY TO ITS**

SATISFACTION AND BECOME FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND (ii) MADE ITS OWN DETERMINATION AS TO (a) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS, AND (b) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, BUYER HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (i) WITHOUT THIS ACCEPTANCE, THIS SALE WOULD NOT BE MADE, AND (ii) SELLER SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. IF THE CLOSING OCCURS, BUYER AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO TRANSFER OF THE PROPERTY TO BUYER. SELLER IS HEREBY RELEASED BY BUYER AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT BUYER OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST SELLER OR THAT MAY ARISE IN THE FUTURE, BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ.; PROVIDED, HOWEVER, THE FOREGOING DOES NOT INCLUDE A RELEASE OF SELLER FOR (a) ANY OF THE FOREGOING TO THE EXTENT SUCH TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ENTER THE PROPERTY AFTER CLOSING FROM OTHER

PROPERTIES OWNED BY SELLER OR ITS AFFILIATES OR ARE FIRST INTRODUCED TO THE PROPERTY AFTER CLOSING BY SELLER OR ITS AFFILIATES OR (b) ANY THIRD-PARTY CLAIM AGAINST SELLER (OTHER THAN THE RELEASE HEREIN FROM BUYER AND ITS SUCCESSORS AND ASSIGNS). BUYER FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO BUYER AND THAT BUYER FULLY UNDERSTANDS AND ACCEPTS THE SAME. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE CLOSING AND SHALL BE INCLUDED IN THE DEED.

10. **REPRESENTATIONS AND WARRANTIES.**

10.1 **Seller's Representations and Warranties.** Seller makes, as of the date hereof, the following representations and warranties to Buyer, upon which warranties and representations Buyer has relied and will continue to rely, all of which are true and correct as of the date of this Agreement:

10.1.1 Seller is an individual

10.1.2 There is no action, suit, claim or proceeding pending or, to Seller's current actual knowledge, threatened against or relating to any of the Sale Property or the Donated Property, and, no pending, or to Seller's current actual knowledge threatened or contemplated condemnation actions or special assessments with respect to the Property.

10.1.3 To Seller's current actual knowledge, there are no attachments, executions, assignments for the benefit of creditors, or voluntary or involuntary proceedings under the Bankruptcy Code, 11 U.S.C. §101, et seq., or under any other debtor relief laws contemplated by or pending or threatened against Seller or the Property.

10.2 **Buyer's Representations and Warranties.** Buyer makes the following representations and warranties to Seller upon which warranties and representations Seller has relied and will continue to rely, all of which are true as of the date of this Agreement:

10.2.1 Buyer has the authority, by resolution of its duly elected City Council to enter into this Agreement and perform its obligations hereunder, and no further authorization is required. This Agreement and each of the other documents described in this Agreement when executed and delivered to Seller, will constitute legal, valid and binding obligations enforceable against Buyer in accordance with the terms of such documents.

10.3 **Survival of Representations and Warranties.** Except as hereinafter provided, the representations and warranties contained in this Section 10 shall survive the Closing Date for a period of ninety (90) days.

11. **REMEDIES.**

11.1 **Buyer's Remedies.** In the event of a breach or default by Seller in the performance of the covenants under this Agreement (except as a result of a default by Buyer), and the continuation of such breach or default for five days after written notice thereof has been given by Buyer (the "**Notice and Cure Period**"), Buyer shall have the right, as its sole and exclusive remedy with respect to such breach or default, to terminate this Agreement by giving written notice thereof to Seller, whereupon neither party shall have any other further rights or obligations under this Agreement except as specifically provided otherwise in this Agreement, and the Seller shall promptly deliver the Deposit to Buyer, unless Buyer elects (by giving written notice (the "**Election Notice**")) to Seller within 90 days after the expiration of the Notice and Cure Period and by filing a lawsuit for specific performance within such 90-day period), to enforce specific performance of Seller's obligations under this Agreement, in which event Buyer's pursuit of such specific performance remedy shall be Buyer's sole and exclusive remedy and the Closing shall occur as scheduled. Notwithstanding the foregoing, in case of such default by Seller in failing to timely close, the Election Notice must be given and any lawsuit for specific performance must be filed (if Buyer elects to pursue such remedy) within 90 days following the Closing Date.

Notwithstanding anything to the contrary contained herein, Buyer's failure to give the Election Notice and file a lawsuit for specific performance within the applicable time period set forth above shall constitute an irrevocable election by Buyer not to pursue its remedy of specific performance, in which event this Agreement shall automatically terminate, Seller shall promptly shall deliver the Deposit to Buyer, and neither party shall have any further rights or obligations under this Agreement except as otherwise expressly provided in this Agreement.

Except as otherwise provided in the immediately preceding sentence and in Section 11.3 below, in no event shall Seller be liable to Buyer for actual damages for a breach or default in the performance of Seller's covenants under this Agreement. In no event shall Seller be liable to Buyer for speculative, consequential, or punitive damages for a breach or default in the performance of Seller's covenants under this Agreement.

11.2 **Seller's Remedies.** In the event that performance of this Agreement is tendered by Seller and the sale is not consummated through default by Buyer (except as a result of a default by Seller), and the continuation of such default for five days after written notice has been given by Seller, then Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Agreement by giving written notice thereof to Buyer, whereupon the Seller shall retain, as liquidated damages, the Deposit and neither party hereto shall have any further rights or obligations under this Agreement except as specifically provided otherwise in this Agreement. The parties agree that it would be impracticable and extremely difficult to ascertain the actual damages suffered as a result of Buyer's failure to complete the purchase of the Property pursuant to this Agreement, and that under

the circumstances existing as of the date of this Agreement, the liquidated damages provided for in this section represent a reasonable estimate of the damages which the Seller will incur as a result of such failure. The parties acknowledge that the payment of such liquidated damages is not intended as a forfeiture or penalty but is intended to constitute liquidated damages to Seller.

11.3 **Other Damages.** If the Closing occurs, each party shall have the right to pursue its actual damages against the other party (i) for a breach of any covenant contained herein that is performable after or that survives such Closing (including the indemnification obligations of the parties contained in this Agreement or in any document or agreement attached hereto as an exhibit executed pursuant hereto), and (ii) for a breach of any representation or warranty made by the other party in this Agreement (subject to the limitations on survival and other limitations set forth herein). If the Closing does not occur, (A) each party shall have its respective rights and remedies under Section 11.1 and Section 11.2, as applicable; and (B) each party shall have all available remedies against the other party for a breach of the other party's obligations contained in this Agreement that are expressly provided herein as surviving the termination of this Agreement, but neither party shall have any right to pursue any remedy against the other party on account of a breach of the other party's representations and warranties set forth herein. In no event shall either party be liable for any speculative, consequential or punitive damages in connection with or arising from this Agreement or the transactions contemplated herein.

12. **NOTICE.** All notices, requests, demands or documents which are required or permitted to be given or served hereunder shall be in writing and (a) delivered personally, (b) delivered by a reputable commercial overnight courier (i.e., FedEx), or (c) transmitted by facsimile, addressed as follows:

To Seller at:

Georgia A. McLendon Morris
508 W. Oakland Ave.
Temple, Texas 76501
Telephone: (254) 778-1122

With a copy to:

Michael L. McLendon
P.O. Box 652
Rockwall, Texas 75087
Telephone: (972) 754-9544

with a copy to:

Michael W. Reindollar, P.C.
750 N. St. Paul Street, Suite 605
Dallas, Texas 75201

Attn: Mike Reindollar
Telephone: (214) 922-8855, Ext. 302
Facsimile: (214) 922-8824

To Buyer at:

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

with copy to:

Charles E. Zech, J.D., MPA
Denton, Navarro, Rocha & Bernal, P.C.
2517 North Main Avenue
San Antonio, Texas 78212
Telephone: (210) 225-4481

Notice shall be deemed to have been delivered only upon actual delivery to the addresses set forth above and such notices are either signed for or delivery is refused by a representative at such address; provided that any item sent by facsimile shall be deemed to have been given and received upon completion of such telecopy transmission and upon receipt of confirmation of a successful transmission by the machine sending such facsimile and provided, further, that any facsimile notice shall only be effective if a duplicate copy of such notice is given by either personal delivery or delivery by a reputable commercial overnight courier, as provided herein. The addresses for purposes of this section may be changed by giving written notice of such change in the manner provided herein for giving notices. Unless and until such written notice is delivered, the latest information stated by written notice, or provided herein if no written notice of change has been delivered, shall be deemed to continue in effect for all purposes hereunder.

13. **MISCELLANEOUS.**

13.1 **Survival.** The representations, warranties, covenants, acknowledgments, agreements and indemnities contained in this Agreement and the exhibits, or in any of the documents or agreements executed and/or delivered and/or exchanged pursuant to the terms of this Agreement, shall survive the Closing Date for the periods provided in this Agreement (or, if no period is provided, indefinitely) and shall not be deemed to have merged or terminated upon the Closing Date.

13.2 **Parties in Interest.** As and when used herein, the terms, "Seller" and "Buyer" mean and include, in this Agreement, their respective successors and permitted assigns and shall be binding upon and inure to the benefit of, the above-named Seller and Buyer and their respective successors and permitted assigns.

- 13.3 **Recitals.** The recitals set forth at the beginning of this Agreement are deemed incorporated herein.
- 13.4 **No Oral Modifications.** This Agreement may not be amended or modified except in writing executed by all parties hereto.
- 13.5 **Full Integration.** Buyer and Seller each acknowledge that there are no other agreements or representations, either oral or written, express or implied, that are not embodied in this Agreement, and this Agreement and the exhibits attached to this Agreement represent a complete integration of all the prior and contemporaneous agreements and understandings and documents.
- 13.6 **Attorneys' Fees.** If an action is commenced by a party hereto resulting from a dispute with respect to the transactions contemplated herein, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the other party in such action. As used herein, the term "attorneys' fees" means reasonable attorneys' fees whether or not litigation ensues and if litigation ensues whether incurred at trial, on appeal, on discretionary review or otherwise.
- 13.7 **Governing Law.** This Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Texas with venue in the County wherein the Land is located. Each of the parties hereto acknowledge and agree that the laws of the State of Texas and the selection of venue were freely chosen by Buyer and Seller.
- 13.8 **Confidentiality.** Prior to Closing or the termination of this Agreement, Buyer will not disclose to any person, other than as required by law or to its affiliates, or to persons who are acting as its advisors, consultants, attorneys, lenders or proposed assignees, any information pertaining to the Property which may be delivered by Seller or its agents to Buyer or as to which Buyer receives knowledge during the course of its due diligence investigation. Prior to Closing, neither Buyer nor Seller will issue any information or press release to the public concerning the financial terms of the Agreement (other than as required by law or to each party's respective affiliates, advisors, consultants, attorneys, lenders or proposed assignees). After the Closing, neither party shall issue a press release with respect to the Purchase Price. This obligation survives the Closing.
- 13.9 **Captions.** The captions contained in this Agreement are for convenience only and are not intended to limit or define the scope or effect of any provision of this Agreement.
- 13.10 **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the enforceability of any other provision of this Agreement, all of which other provisions shall remain in full force and effect.
- 13.11 **Time of the Essence.** Time is of the essence of this Agreement and of the obligations required hereunder.

- 13.12 **Non-Waiver.** No delay or failure by any party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 13.13 **Assignment.** Buyer may not assign this Agreement without the prior written consent of Seller. No such assignment shall relieve Buyer of its obligations under this Agreement. Seller may, without Buyer's consent, assign its rights and obligations hereunder to a person or entity who is owned by, owns, or is under common ownership with Seller.
- 13.14 **Facsimile.** The parties hereto and their respective successors and assigns are hereby authorized to rely upon the signatures of each person and entity on this Agreement which are delivered by facsimile as constituting a duly authorized, irrevocable, actual, current delivery of this Agreement with original ink signatures of each person and entity.
- 13.15 **Further Assurances.** Buyer and Seller agree to execute all documents and instruments reasonably required in order to consummate the purchase and sale contemplated in this Agreement.
- 13.16 **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original, but all of which, when taken together, shall constitute one Agreement.
- 13.17 **Governmental Approvals.** Nothing contained in this Agreement shall be construed as authorizing Buyer to apply for a zoning change, variance, subdivision maps, lot line adjustment, or other discretionary governmental act, approval or permit with respect to the Property prior to the Closing, and Buyer agrees not to do so without Seller's prior written approval, which approval may be withheld in Seller's sole and absolute discretion. Prior to Closing, Buyer agrees not to submit any reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms, or energy conservation checklists to any governmental agency, or any amendment or modification to any such instruments or documents unless first approved in writing by Seller, which approval Seller may withhold in Seller's sole discretion. Notwithstanding the foregoing, Seller acknowledges that Buyer shall have the right to contact the appropriate governmental authorities or other officials with requests and inquiries regarding the Property, including, but not limited to, matters such as variances, the availability of tax abatements, architectural controls and approval of design or construction plans; provided, however, no such actions by Buyer or agreements or consents obtained as a result thereof shall affect the Property unless Closing occurs or otherwise be binding on Seller without Seller's prior written approval (not to be unreasonably withheld).
- 13.18 **Execution of Addendum.** The Addendum (Section 49.452 Notice) attached hereto is a part of this agreement and shall be signed and acknowledged by Seller

and Buyer contemporaneously with the execution of this Agreement and at Closing.

13.19 **Location of Flood Plain.** Seller makes no representation or warranty, express or implied, regarding the location of any 100 year flood plain or the impact of a 100 year flood plain on the Property. Any costs or expenses associated with the revision of the 100 year flood plain or revision of the 100 year flood plain map, including, without limitation, (a) administrative and filing expenses for obtaining a conditional letter of map revision or letter of map revision, and (b) costs of construction to revise the 100 year flood plain, shall be borne solely and exclusively by Buyer, and Seller shall have no liability therefor.

13.20 **Platting.** Buyer, at its expense, shall comply with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property which relate to platting and subdivision and shall, at Buyer's expense, cause the Property to be subdivided in a manner consistent with the Survey at or following Closing.

Buyer and Seller have executed this Agreement as of the Effective Date.

BUYER:

CITY OF COPPERAS COVE, TEXAS

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Name: _____
Title: _____

SELLER:

Georgia A. McLendon Morris

ADDENDUM

SECTION 49.452 NOTICE

The real property, described below, which you are about to purchase is located in the Coryell Regional Water District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$.02 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of debt service tax, as of this date, is \$ NA on each \$100 of assessed valuation. The total amount of bonds approved by the voters and which have been or may, at this date, be issued is \$ None, and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$ None.

The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is \$ None. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property which you are acquiring is as follows:

See **Exhibit "A"** attached hereto and incorporated herein by reference.

SELLER:

Georgia A. McLendon Morris

Date of execution: January ____, 2010

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2010, by Georgia A. McLendon Morris.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

BUYER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. BUYER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned buyer hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

Date: _____

BUYER:

By: _____
Name: _____
Its: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

The foregoing Addendum was acknowledged before me on _____, 2010, by _____, _____ of the City of Copperas Cove, Texas, a Texas municipal corporation, on behalf of said City.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

EXHIBIT "A-1"

LEGAL DESCRIPTION OF SALE PROPERTY

EXHIBIT "A-2"

LEGAL DESCRIPTION OF DONATED LAND

EXHIBIT "B"

FORM OF SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CORYELL §

THAT, **GEORGIA A. MCLENDON MORRIS** (the "**Grantor**"), for and in consideration of the sum of \$10.00 cash in hand paid by **THE CITY OF COPPERAS COVE, TEXAS**, a Texas municipal corporation ("**Grantee**"), whose address is 507 South Main Street, Copperas Cove, Texas 76522, Attn: City Manager, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain tract of real property situated in Coryell County, Texas, and described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with all and singular the rights, privileges, hereditaments, and appurtenances pertaining to such real property (collectively, the "**Property**").

This conveyance is being made by Grantor and accepted by Grantee subject to all easements, restrictions, rights, reservations, encumbrances and other matters of record to the extent valid and subsisting and affecting the Property and the Restrictive Covenants on **Exhibit "B"** attached hereto and made a part hereof.

Notwithstanding anything to the contrary contained or implied elsewhere herein, there is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil, gas and other minerals that are in and under the Property and that may be produced from it (all of which interests are excluded from the definition of "**Property**"); provided, however, Grantor, its successors and assigns, shall not have the right of access to or ingress or egress over the surface of the Property for any purpose including, but not limited to, the purposes of mining, drilling, extracting, exploring, transporting, storing or developing such oil, gas and other minerals or taking any other action in connection with such mineral reservation to the extent such action affects the surface of the Property or the subsurface of the Property if it in any way adversely affects the surface of the Property.

TO HAVE AND TO HOLD the Property, together with, all and singular, the rights and appurtenances thereto in anywise belonging, to Grantee and Grantee's successors and assigns forever; and subject to all matters of record to the extent they are valid and subsisting and affect the Property, Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto the Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof by, through or under Grantor, but not otherwise.

Grantee acknowledges that, except for the warranty of title contained in this Deed and except for the representations and warranties expressly set forth in the Purchase and Sale Agreement dated January ____, 2010, by and between Grantor and Grantee ("**Contract**"),

neither Grantor nor its representatives have made any representations or warranties as to the Property or its environmental or physical condition, upon which Grantee has relied. Grantee further acknowledges and agrees that (1) **GRANTEE RELEASES GRANTOR FROM CLAIMS BASED ON GRANTOR'S NEGLIGENCE AND CLAIMS BASED ON STRICT LIABILITY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT, AND (2) GRANTOR HAS NOT MADE, DOES NOT MAKE AND EXPRESSLY DISCLAIMS, ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE MERCHANTABILITY, HABITABILITY, QUANTITY, QUALITY OR ENVIRONMENTAL CONDITION OF THE PROPERTY OR ITS SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. GRANTEE AFFIRMS THAT IT (a) HAS INVESTIGATED AND INSPECTED THE PROPERTY TO ITS SATISFACTION AND IS FAMILIAR AND SATISFIED WITH THE CONDITION OF THE PROPERTY, AND (b) HAS MADE ITS OWN DETERMINATION AS TO (i) THE MERCHANTABILITY, QUANTITY, QUALITY AND CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE POSSIBLE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINANTS, AND (ii) THE PROPERTY'S SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT, GRANTEE HEREBY ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS", INCLUDING ENVIRONMENTAL, BASIS AND ACKNOWLEDGES THAT (a) WITHOUT THIS ACCEPTANCE, THIS CONVEYANCE WOULD NOT BE MADE, AND (b) THAT GRANTOR SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY REPAIR, ALTERATION, REMEDIATION OR OTHER WORK OF ANY KIND WITH RESPECT TO ANY PORTION OF THE PROPERTY. GRANTEE AND ITS SUCCESSORS AND ASSIGNS HAVE, AND SHALL BE DEEMED TO HAVE, ASSUMED ALL RISK AND LIABILITY WITH RESPECT TO THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, WHETHER KNOWN OR UNKNOWN, APPARENT, NON-APPARENT OR LATENT, AND WHETHER EXISTING PRIOR TO, AT OR SUBSEQUENT TO, TRANSFER OF THE PROPERTY TO GRANTEE. GRANTOR IS HEREBY RELEASED BY GRANTEE AND ITS SUCCESSORS AND ASSIGNS OF AND FROM ANY AND ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS, KNOWN OR UNKNOWN, INCLUDING, WITHOUT LIMITATION (1) ANY OBLIGATION TO TAKE THE PROPERTY BACK OR REDUCE THE PRICE, OR (2) ACTIONS FOR CONTRIBUTION OR INDEMNITY, THAT GRANTEE OR ITS SUCCESSORS AND ASSIGNS MAY HAVE AGAINST GRANTOR OR THAT MAY ARISE IN THE FUTURE BASED IN WHOLE OR IN PART UPON THE PRESENCE OF TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ON, WITHIN OR UNDER THE SURFACE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL RESPONSIBILITY, LIABILITY, OBLIGATIONS AND CLAIMS THAT MAY ARISE UNDER THE**

COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED 42 U.S.C. § 9601 ET SEQ. ; PROVIDED, HOWEVER, THE FOREGOING DOES NOT INCLUDE A RELEASE OF GRANTOR FOR (a) ANY OF THE FOREGOING TO THE EXTENT SUCH TOXIC OR HAZARDOUS SUBSTANCES, MATERIALS OR WASTES OR OTHER ACTUAL OR POTENTIAL ENVIRONMENTAL CONTAMINATES ENTER THE PROPERTY AFTER CLOSING FROM OTHER PROPERTIES OWNED BY GRANTOR OR ITS AFFILIATES OR ARE FIRST INTRODUCED TO THE PROPERTY AFTER CLOSING BY GRANTOR OR ITS AFFILIATES OR (b) ANY THIRD-PARTY CLAIM AGAINST GRANTOR (OTHER THAN THE RELEASE HEREIN FROM GRANTEE AND ITS SUCCESSORS AND ASSIGNS). GRANTEE FURTHER ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY EXPLAINED TO GRANTEE AND THAT GRANTEE FULLY UNDERSTANDS AND ACCEPTS THE SAME.

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of _____, 2010.

GRANTOR:

Georgia A. McLendon Morris

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2010, by Georgia A. McLendon Morris.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

After Recording, Return to:

EXHIBIT "A" TO SPECIAL WARRANTY DEED

Legal Description of Sale Property

EXHIBIT "B" TO SPECIAL WARRANTY DEED

Restrictive Covenants

Grantor intends for the Property conveyed pursuant to the Special Warranty Deed to which this Exhibit "B" is attached and made a part (the "Deed") to be developed in accordance with the standards set forth herein for public use only, Grantor hereby declares that the Property shall be, and the Property is hereby sold and conveyed, subject to the covenants and restrictions set forth in this Exhibit "B" (the "Restrictions") which shall run with the land and be binding on The City of Copperas Cove, Texas ("Grantee") and all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of Grantor, Grantee and each owner of any portion of the Property.

1. The following uses are prohibited on the Property:
 - a. junk yard, salvage yard or storage facility for abandoned vehicles or abandoned vehicle parts;
 - b. the dumping and incineration of garbage or refuse of any nature other than as approved in writing by Grantor, except this restriction does not prohibit the temporary storage of trash and garbage while awaiting regular-interval off-site disposal thereof through governmental trash pick-up or other similar such means;
 - c. the smelting of iron, tin, zinc or other ore unless specifically permitted in writing by Grantor;
 - d. sanitary landfills;
 - e. sexually-oriented businesses such as, but not limited to, x-rated movie or video sales, theater or rental facilities, nude modeling studios, massage parlors, lounges or clubs featuring nude or semi-nude entertainers or escort services;
 - f. slaughterhouses or facilities for the rendering of animal substances or for the skinning or tanning of animal hides;
 - g. prisons, jails or other detention or correctional facilities; and
 - h. residential trailer or mobile homes, including, but not limited to, mobile home parks.

2. All development activities, including, but not limited to, the design, construction, installation or planting (as the case may be) of buildings, signage, landscaping, and other facilities and improvements shall be undertaken and carried out in strict compliance with any and all municipal, county and other governmental rules, regulations, ordinances and other requirements that may be applicable to the Property and development activities thereon.

3. No dangerous, noxious, offensive or nuisance activities (as determined in good faith by Grantor) or any activities which violate any applicable laws shall be conducted or

permitted to occur by the owner of a site on its portion of the Property; provided, however, nothing contained in this paragraph 4 shall prevent the use of the Property for a fire station or a police substation without retention facilities.

4. The owner of each portion of the Property shall have the duty and responsibility, at its sole cost and expense, to keep its portion of the Property and buildings and improvements thereon in a well-maintained, safe, clean, neat, orderly and attractive condition at all times. Such maintenance includes, but is not limited to, the following: prompt removal of all litter, trash, refuse and wastes; lawn mowing; tree and shrub care; watering; other landscaping maintenance; keeping exterior lighting and mechanical facilities in working order; keeping lawn and garden areas, driveways and private roads in good repair; keeping all signs in good repair; complying with all applicable government, health and police requirements; repairing exterior damage to improvements and striping of parking areas and repainting of improvements.

5. These Restrictions shall remain in effect for a period of 75 years from and after the date of the recording hereof. These Restrictions shall be binding upon and enforceable against not only the owner of each portion of the Property but also all lessees, tenants or other occupants of the Property or any portion thereof.

6. These Restrictions shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The owner of any portion of the Property at all times shall comply in every respect with these Restrictions and with any and all applicable laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. **IN SOME INSTANCES APPLICABLE GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THESE RESTRICTIONS. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH APPLICABLE GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THESE RESTRICTIONS, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL. WHERE AN APPLICABLE GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THESE RESTRICTIONS BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THESE RESTRICTIONS, THESE RESTRICTIONS SHALL PREVAIL.** These Restrictions shall be construed under and in accordance with the laws of the State of Texas. Invalidation of any one or more of the provisions hereof, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

7. Grantor and each owner of a portion of the Property shall have the right, but not the obligation, to enforce these Restrictions. Enforcement may be made by any proceedings at law or in equity against any person or entity violating or attempting to violate any part of these Restrictions either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, and the enforcing party shall be entitled to relief by way of injunction as well as any other remedy either at law or in equity. The rights, powers and remedies provided herein shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise of any particular right, power or

remedy shall not be deemed an election of remedies or to preclude resort to other rights, powers or remedies. No delay or failure to invoke any available right, power or remedy in respect to a breach of these Restrictions shall be held to be a waiver of (or estop a party from asserting) any right, power or remedy available upon the recurrence or continuance of said breach or the occurrence of a different breach. No other person or entity besides Grantor (or its assignees as provided in Section 12 below) or an owner of the Property or a portion thereof has a right to enforce these Restrictions.

8. Any notice, demand or other communication required to be given or to be served upon any party hereunder shall be void and of no effect unless given in accordance with the provisions of this section. All notices, demands or other communications must be in writing and delivered to the person to whom it is directed, either (i) in person or (ii) delivered by a reputable delivery service that provides a delivery receipt. Any notice, demand or other communication shall be deemed to have been given and received when delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Grantor:

Georgia A. McLendon Morris
508 W. Oakland Ave.
Temple, Texas 76501
Telephone: (254) 778-1122

with a copy to:

Michael W. Reindollar, P.C.
750 N. St. Paul Street, Suite 605
Dallas, Texas 75201
Attn: Mike Reindollar
Telephone: (214) 922-8855, Ext. 302
Facsimile: (214) 922-8824

Grantee:

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

with copy to:

Charles E. Zech, J.D., MPA
Denton, Navarro, Rocha & Bernal, P.C.
2517 North Main Avenue
San Antonio, Texas 78212
Telephone: (210) 225-4481

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other party ten days' advance written notice of such change of address.

9. These Restrictions may be amended or terminated only by written document, recorded in the Real Property Records of Coryell County, Texas, executed by (i) Grantor (or its successors or assigns), (ii) the parties who, at the time involved, own fee title to at least 75% in the aggregate of the gross square footage of land area (as distinguished from the square footage of any improvements) of the Property, (iii) all mortgagees who, at the time involved, hold mortgages or deeds of trust on the real property of the fee owners who have approved such action and (iv) in the event that an amendment changes the use of or further burdens a tract or parcel, the owner of such tract or parcel, without the necessity of the consent or the joinder of any other persons or entities. Notwithstanding the foregoing sentence, Grantor, without the joinder of any other party, shall have the right to make minor changes or amendments to these Restrictions to correct or clarify errors, omissions, mistakes or ambiguities contained herein by filing a written document recorded in the Real Property Records of Coryell County, Texas, setting forth the terms of such minor changes or amendments.

10. Grantor may freely assign its rights hereunder to any owner of a portion of the Property; provided, however, no party shall succeed to the rights of Grantor under these Restrictions unless Grantor expressly and specifically assigns its rights as Grantor under these Restrictions in an assignment executed expressly and specifically for such purpose and such assignment is recorded in the Real Property Records of Coryell County, Texas. Upon any such assignment, the assignor of the rights of Grantor shall have no further rights under these Restrictions. In addition, at any time Grantor may voluntarily terminate its rights in whole or in part under these Restrictions by filing notice of such voluntary termination in the Real Property Records of Coryell County, Texas.

EXHIBIT "C"

DONATION DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF CORYELL §

THAT, Georgia McLendon Morris, a widow ("**Grantor**") hereby gives, donates and transfers without consideration to The City of Copperas Cove, Texas, a Texas municipal corporation ("**Grantee**"), whose address is 2517 South Main Street, Copperas Cove, Texas 76522, Attention: City Manager, that certain tract of real property situated in Coryell County, Texas, and described in **Exhibit "A"** attached hereto and made a part hereof for all purposes, together with any and all improvements and fixtures situated thereon, and all the rights, privileges, hereditaments and appurtenances pertaining to such real property, improvements and fixtures (the "**Property**").

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever, subject to all matters of record to the extent they are valid and subsisting and affects the Property and the Restrictive Covenants on **Exhibit "B"** attached hereto and made a part hereof.

As permitted by Section 5.022(b) of the Texas Property Code, Grantor disclaims any implied warranty of title or implied covenants that may otherwise be created hereby; provided, however, this Deed is not intended to be a quitclaim deed, but is intended to be a conveyance of the Property (as opposed to a conveyance of Grantor's right, title and interest in the Property).

EXECUTED to be effective the ____ day of _____, 2010.

GRANTOR:

GEORGIA A. MCLENDON MORRIS

THE STATE OF _____

§

COUNTY OF _____

§

§

This instrument was acknowledged before me on _____, 2010, by Georgia A. McClendon Morris.

Notary Public, State of Texas

My Commission Expires:

Printed/Typed Name

After Recording, Return to:

EXHIBIT "A" TO DONATION DEED

Legal description of Donated Tract

EXHIBIT “B” TO DONATION DEED

Restrictive Covenants

Grantor intends for the Property conveyed pursuant to the Donation Deed to which this **Exhibit “B”** is attached and made a part (the “**Deed**”) to be developed in accordance with the standards set forth herein for public use only, Grantor hereby declares that the Property shall be, and the Property is hereby sold and conveyed, subject to the covenants and restrictions set forth in this **Exhibit “B”** (the “**Restrictions**”) which shall run with the land and be binding on The City of Copperas Cove, Texas (“**Grantee**”) and all parties having or acquiring any right, title or interest in the Property or any part thereof, and which shall inure to the benefit of Grantor, Grantee and each owner of any portion of the Property.

1. The following uses are prohibited on the Property:
 - a. junk yard, salvage yard or storage facility for abandoned vehicles or abandoned vehicle parts;
 - b. the dumping and incineration of garbage or refuse of any nature other than as approved in writing by Grantor, except this restriction does not prohibit the temporary storage of trash and garbage while awaiting regular-interval off-site disposal thereof through governmental trash pick-up or other similar such means;
 - c. the smelting of iron, tin, zinc or other ore unless specifically permitted in writing by Grantor;
 - d. sanitary landfills;
 - e. sexually-oriented businesses such as, but not limited to, x-rated movie or video sales, theater or rental facilities, nude modeling studios, massage parlors, lounges or clubs featuring nude or semi-nude entertainers or escort services;
 - f. slaughterhouses or facilities for the rendering of animal substances or for the skinning or tanning of animal hides;
 - g. prisons, jails or other detention or correctional facilities; and
 - h. residential trailer or mobile homes, including, but not limited to, mobile home parks.
2. All development activities, including, but not limited to, the design, construction, installation or planting (as the case may be) of buildings, signage, landscaping, and other facilities and improvements shall be undertaken and carried out in strict compliance with any and all municipal, county and other governmental rules, regulations, ordinances and other requirements that may be applicable to the Property and development activities thereon.

3. No dangerous, noxious, offensive or nuisance activities (as determined in good faith by Grantor) or any activities which violate any applicable laws shall be conducted or permitted to occur by the owner of a site on its portion of the Property; provided, however, nothing contained in this paragraph 4 shall prevent the use of the Property for a fire station or a police substation without retention facilities.

4. The owner of each portion of the Property shall have the duty and responsibility, at its sole cost and expense, to keep its portion of the Property and buildings and improvements thereon in a well-maintained, safe, clean, neat, orderly and attractive condition at all times. Such maintenance includes, but is not limited to, the following: prompt removal of all litter, trash, refuse and wastes; lawn mowing; tree and shrub care; watering; other landscaping maintenance; keeping exterior lighting and mechanical facilities in working order; keeping lawn and garden areas, driveways and private roads in good repair; keeping all signs in good repair; complying with all applicable government, health and police requirements; repairing exterior damage to improvements and striping of parking areas and repainting of improvements.

5. These Restrictions shall remain in effect for a period of 75 years from and after the date of the recording hereof. These Restrictions shall be binding upon and enforceable against not only the owner of each portion of the Property but also all lessees, tenants or other occupants of the Property or any portion thereof.

6. These Restrictions shall be given full force and effect notwithstanding the existence of any zoning ordinance or building codes that are less restrictive. The owner of any portion of the Property at all times shall comply in every respect with these Restrictions and with any and all applicable laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdictional control over the Property, specifically including, but not limited to, applicable zoning restrictions placed upon the Property as they exist from time to time. **IN SOME INSTANCES APPLICABLE GOVERNMENTAL REQUIREMENTS MAY BE MORE OR LESS RESTRICTIVE THAN THESE RESTRICTIONS. IN THE EVENT A CONFLICT EXISTS BETWEEN ANY SUCH APPLICABLE GOVERNMENTAL REQUIREMENT AND ANY REQUIREMENT OF THESE RESTRICTIONS, THE MOST RESTRICTIVE REQUIREMENT SHALL PREVAIL. WHERE AN APPLICABLE GOVERNMENTAL REQUIREMENT DOES NOT CLEARLY CONFLICT WITH THESE RESTRICTIONS BUT PERMITS ACTION THAT IS DIFFERENT FROM THAT REQUIRED BY THESE RESTRICTIONS, THESE RESTRICTIONS SHALL PREVAIL.** These Restrictions shall be construed under and in accordance with the laws of the State of Texas. Invalidation of any one or more of the provisions hereof, or any portions thereof, by a judgment or court order shall not affect any of the other provisions or covenants herein contained, which shall remain in full force and effect.

7. Grantor and each owner of a portion of the Property shall have the right, but not the obligation, to enforce these Restrictions. Enforcement may be made by any proceedings at law or in equity against any person or entity violating or attempting to violate any part of these Restrictions either to restrain or enjoin violations or to recover damages. Damages shall not be deemed adequate compensation for any breach or violation of any provision hereof, and the enforcing party shall be entitled to relief by way of injunction as well as any other remedy either

at law or in equity. The rights, powers and remedies provided herein shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise of any particular right, power or remedy shall not be deemed an election of remedies or to preclude resort to other rights, powers or remedies. No delay or failure to invoke any available right, power or remedy in respect to a breach of these Restrictions shall be held to be a waiver of (or estop a party from asserting) any right, power or remedy available upon the recurrence or continuance of said breach or the occurrence of a different breach. No other person or entity besides Grantor (or its assignees as provided in Section 10 below) or an owner of the Property or a portion thereof has a right to enforce these Restrictions.

8. Any notice, demand or other communication required to be given or to be served upon any party hereunder shall be void and of no effect unless given in accordance with the provisions of this section. All notices, demands or other communications must be in writing and delivered to the person to whom it is directed, either (i) in person or (ii) delivered by a reputable delivery service that provides a delivery receipt. Any notice, demand or other communication shall be deemed to have been given and received when delivered to the below stated address of the party to whom it is addressed. All notices, demands and other communications shall be given to the parties hereto at the following addresses:

Grantor:

Georgia A. McLendon Morris
508 W. Oakland Ave.
Temple, Texas 76501
Telephone: (254) 778-1122

with a copy to:

Michael W. Reindollar, P.C.
750 N. St. Paul Street, Suite 605
Dallas, Texas 75201
Attn: Mike Reindollar
Telephone: (214) 922-8855, Ext. 302
Facsimile: (214) 922-8824

Grantee:

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

with copy to:

Charles E. Zech, J.D., MPA
Denton, Navarro, Rocha & Bernal, P.C.
2517 North Main Avenue
San Antonio, Texas 78212
Telephone: (210) 225-4481

Any party entitled to receive notices hereunder may change the address for notice specified above by giving the other party ten days' advance written notice of such change of address.

9. These Restrictions may be amended or terminated only by written document, recorded in the Real Property Records of Coryell County, Texas, executed by (i) Grantor (or its successors or assigns), (ii) the parties who, at the time involved, own fee title to at least 75% in the aggregate of the gross square footage of land area (as distinguished from the square footage of any improvements) of the Property, (iii) all mortgagees who, at the time involved, hold mortgages or deeds of trust on the real property of the fee owners who have approved such action and (iv) in the event that an amendment changes the use of or further burdens a tract or parcel, the owner of such tract or parcel, without the necessity of the consent or the joinder of any other persons or entities. Notwithstanding the foregoing sentence, Grantor, without the joinder of any other party, shall have the right to make minor changes or amendments to these Restrictions to correct or clarify errors, omissions, mistakes or ambiguities contained herein by filing a written document recorded in the Real Property Records of Coryell County, Texas, setting forth the terms of such minor changes or amendments.

10. Grantor may freely assign its rights hereunder to any owner of a portion of the Property; provided, however, no party shall succeed to the rights of Grantor under these Restrictions unless Grantor expressly and specifically assigns its rights as Grantor under these Restrictions in an assignment executed expressly and specifically for such purpose and such assignment is recorded in the Real Property Records of Coryell County, Texas. Upon any such assignment, the assignor of the rights of Grantor shall have no further rights under these Restrictions. In addition, at any time Grantor may voluntarily terminate its rights in whole or in part under these Restrictions by filing notice of such voluntary termination in the Real Property Records of Coryell County, Texas.

DESCRIPTION OF A 4.60 ACRE TRACT OF LAND, OUT OF THE ED S. JONES SURVEY, ABSTRACT NO. 574, CORYELL COUNTY, TEXAS AND BEING PART OF AN 87.0 ACRE TRACT OF LAND, AS CONVEYED TO GEORGIA A. McLENDON MORRIS IN VOLUME 402, PAGE 52 IN THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 3/8 inch iron rod found for the most eastern corner of the 87.0 acre Tract, and also being on the southern right-of-way line of F.M. 1113, from which points a 3/8 inch iron rod found on the northern property line of the 87.0 acre Tract, bears N 42° 05' 14" W, 2317.86 feet (Bearing Basis);

THENCE S 42° 13' 14" W (S 42° 05' 14" W), a distance of 75.37 (75.57) feet, to a 3/8 inch iron rod found on the northern right-of-way line of Grimes Crossing Road;

THENCE N 84° 59' 11" W (N 84° 46' 39" W), a distance of 273.20 (274.25) feet along and with the common property line of the 87.0 acre Tract and the northern right-of-way line of Grimes Crossing Road, to a capped iron rod found labeled "Maples 5043 R.P.L.S.";

THENCE N 88° 26' 49" W (N 88° 26' 19" W), a distance of 149.24 (148.71) feet along and with the common property line of the 87.0 acre Tract and the northern right-of-way line of Grimes Crossing Road, to a capped iron rod found labeled "Maples 5043 R.P.L.S.";

THENCE S 87° 09' 05" W (S 86° 36' 01" W), a distance of 8.91 feet along and with the common property line of the 87.0 acre Tract and the northern right-of-way line of Grimes Crossing Road, to a set iron rod;

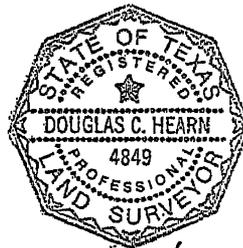
THENCE N 47° 46' 46" W, a distance of 386.38 feet parallel to the northern property line of the 87.0 acre Tract, to a set iron rod;

THENCE N 42° 13' 14" E, a distance of 336.46 feet, to a set iron rod on the northern property line of the 87.0 acre Tract;

THENCE S 48° 23' 16" E, along and with the common property line of the 87.0 acre Tract and the southern right-of-way line of FM 1113, a distance of 723.50 feet to the **POINT OF BEGINNING**, and containing 4.60 acres, more or less.

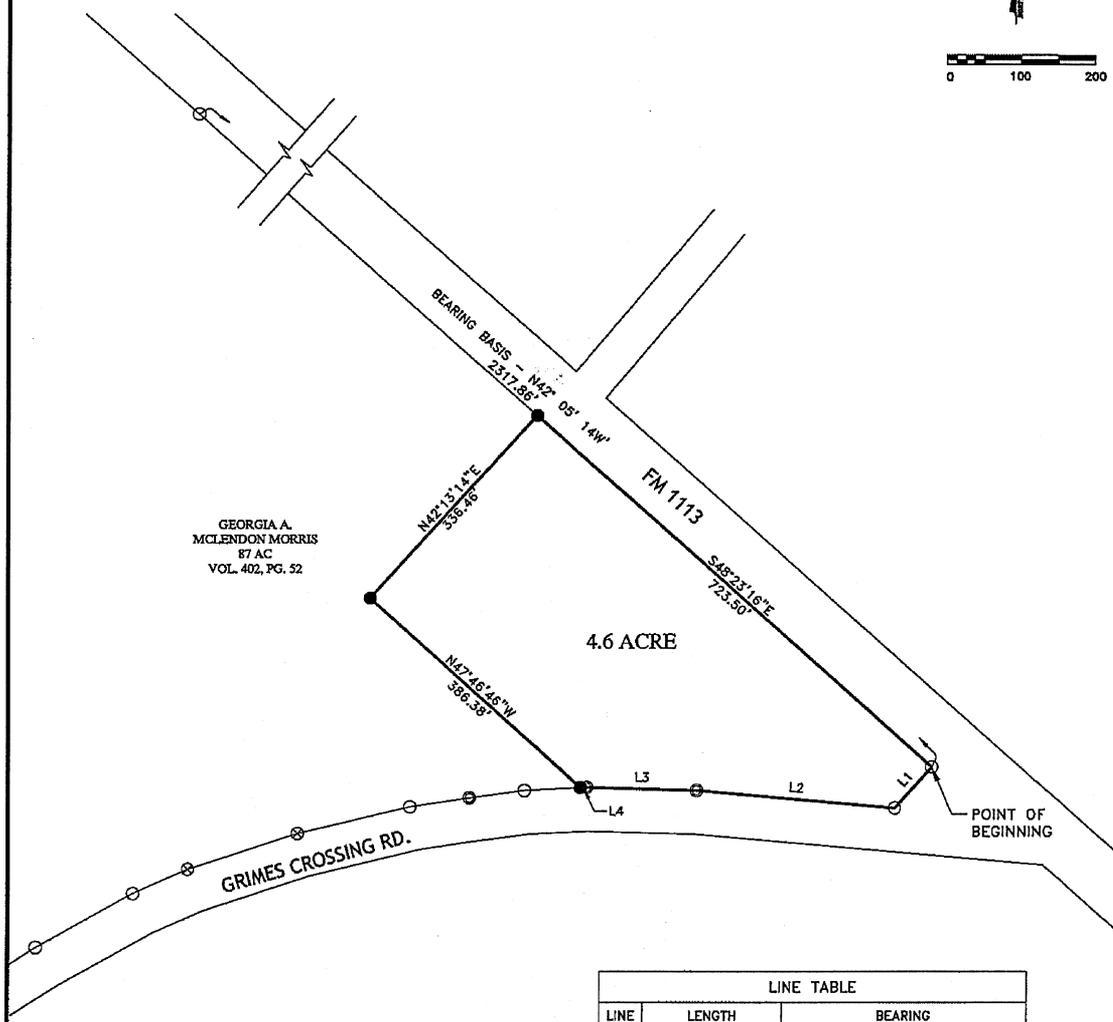
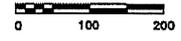
Record information is shown in parenthesis.

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes are based on record information, supplemental field surveys, and calculations performed under my supervision in February of 2009 and are correct to the best of my knowledge and belief.



Doug C. Hearn
7/27/09

SKETCH TO ACCOMPANY FIELD NOTES



GEORGIA A.
MCLENDON MORRIS
87 AC
VOL. 402, PG. 52

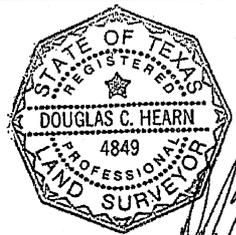
4.6 ACRE

GRIMES CROSSING RD.

LINE TABLE		
LINE	LENGTH	BEARING
L1	75.37' (75.57')	S42° 13' 14"W (S42° 05' 14"W)
L2	273.20' (274.25')	N84° 59' 11"W (N84° 46' 39"W)
L3	149.24' (148.71')	N88° 26' 49"W (N88° 26' 19"W)
L4	8.91'	S87° 09' 05"W (S86° 36' 01"W)

LEGEND

- CAPPED FOUND IRON PIN
- FOUND IRON PIN
- SET IRON PIN
- ⊗ DISTURBED FOUND IRON PIN
- FENCE POST
- x- FENCE
- /- EDGE OF ASPHALT



[Handwritten Signature]
7/27/09

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the result of an on-the-ground survey made under my supervision during February of 2009 and are correct to the best of my knowledge.

Hearn Engineering, Inc. * 3000 Joe DiMaggio Blvd. Ste. 25 * Round Rock, Texas 78665 * (512) 310-0176

DESCRIPTION OF A 2.2 ACRE TRACT, OF LAND OUT OF THE ED S. JONES SURVEY, ABSTRACT NO. 574, CORYELL COUNTY, TEXAS AND BEING PART OF AN 87.0 ACRE TRACT OF LAND, AS CONVEYED TO GEORGIA A. McLENDON MORRIS IN VOLUME 402, PAGE 52 IN THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an 3/8 inch iron rod found for the most eastern corner of the 87.0 acre Tract, and also being on the southern right-of-way line of F.M. 1113, from which points a 3/8 inch iron rod found on the northern property line of the 87.0 acre Tract, bears N 42° 05' 14" W, 2317.86 feet (Bearing Basis);

THENCE S 42° 13' 14" W (S 42° 05' 14" W), a distance of 75.37 (75.57) feet, to a 3/8 inch iron rod found on the northern right-of-way line of Grimes Crossing Road;

THENCE N 84° 59' 11" W (N 84° 46' 39" W), a distance of 273.20 (274.25) feet along and with the common property line of the 87.0 acre Tract and the northern right-of-way line of Grimes Crossing Road, to a capped iron rod found labeled "Maples 5043 R.P.L.S.";

THENCE N 88° 26' 49" W (N 88° 26' 19" W), a distance of 149.24 (148.71) feet along and with the common property line of the 87.0 acre Tract and the northern right-of-way line of Grimes Crossing Road, to a capped iron rod found labeled "Maples 5043 R.P.L.S.";

THENCE S 87° 09' 05" W (S 86° 36' 01" W), a distance of 8.91 feet along and with the common property line of the 87.0 acre Tract and the northern right-of-way line of Grimes Crossing Road, to a set iron rod for the **POINT OF BEGINNING**;

THENCE along and with the common property line of the 87.0 acre Tract and the northern right-of-way line of Grimes Crossing Road, the following courses:

S 87° 09' 05" W (S 86° 36' 01" W), 76.14 feet to an iron rod found;

S 82° 19' 16" W (S 82° 51' 33" W), 75.01 (74.24) feet to an iron rod found;

S 81° 23' 14" W (S 80° 59' 19" W), 81.82 (82.85) feet to an iron rod found;

S 76° 45' 31" W (S 76° 38' 54" W), 158.61 (158.48) feet to a disturbed iron rod found;

S 71° 59' 50" W (S 71° 55' 16" W), 158.30 (158.50) feet to a disturbed iron rod found;

S 66° 08' 29" W (S 66° 17' 23" W), 81.61 (81.22) feet to an iron rod found;

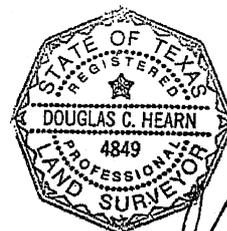
S 60° 50' 38" W (S 60° 45' 10" W), 97.01 feet to a set iron rod;

THENCE N 42° 13' 14" E, a distance of 609.30 feet to a set iron rod,

THENCE S 47° 46' 46" E, a distance of 386.38 feet to the **POINT OF BEGINNING**, and containing 2.2 acres, more or less.

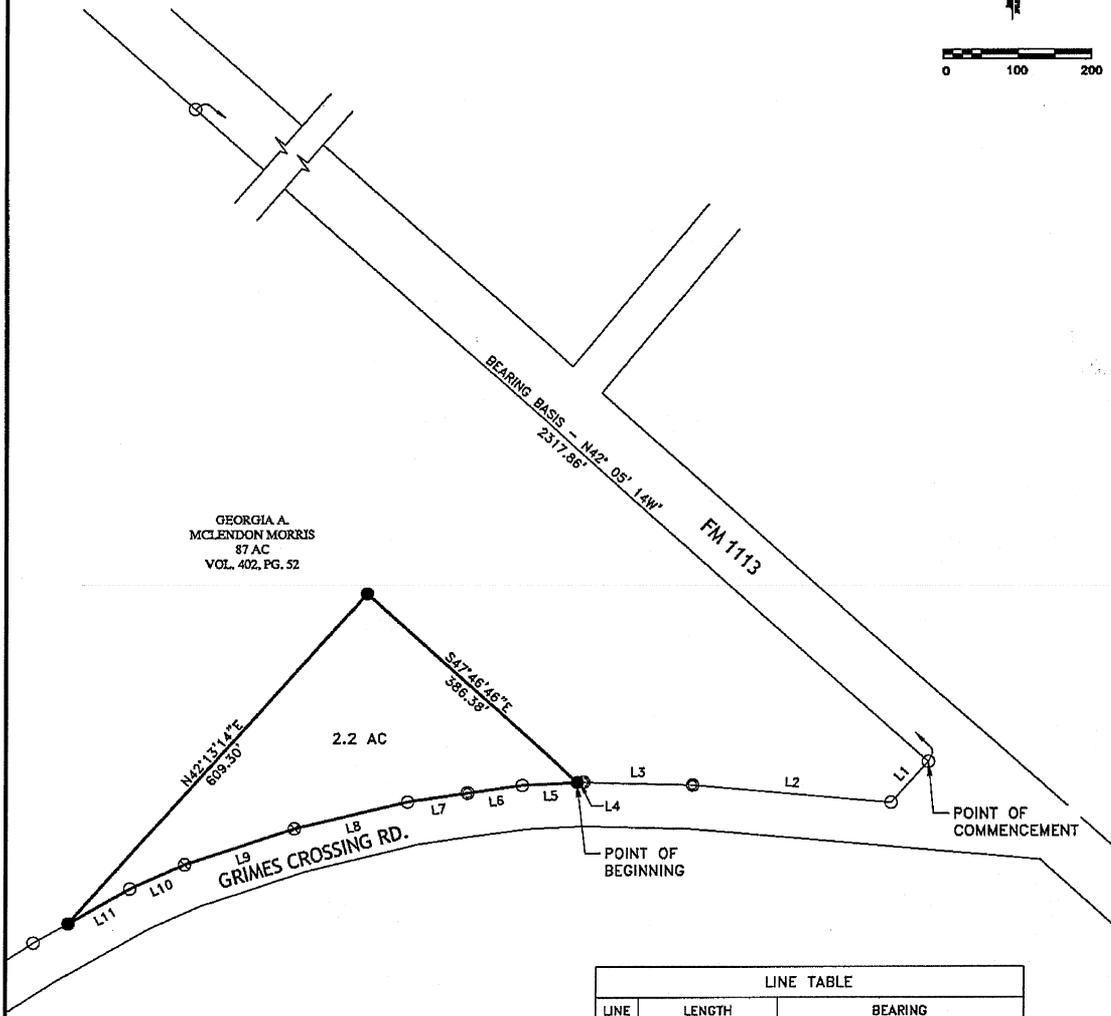
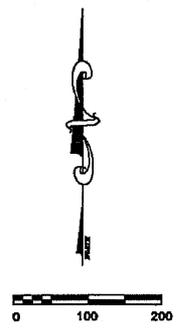
Record information is shown in parenthesis.

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes are based on record information, supplemental field surveys, and calculations performed under my supervision in July of 2009 and are correct to the best of my knowledge and belief.



[Handwritten signature]
7/27/09

SKETCH TO ACCOMPANY FIELD NOTES



GEORGIA A.
MCLENDON MORRIS
87 AC
VOL. 402, PG. 52

2.2 AC

N42° 13' 11\"/>

S47° 46' 46\"/>

FM 1113

GRIMES CROSSING RD.

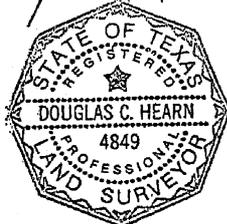
POINT OF BEGINNING

POINT OF COMMENCEMENT

LEGEND

- CAPPED FOUND IRON PIN
- FOUND IRON PIN
- SET IRON PIN
- ⊗ DISTURBED FOUND IRON PIN
- ▭ FENCE POST
- x- FENCE
- EDGE OF ASPHALT

D. C. Hearn
7/27/09



LINE TABLE		
LINE	LENGTH	BEARING
L1	75.37' (75.57')	S42° 13' 14\"/>
L2	273.20' (274.25')	N84° 59' 11\"/>
L3	149.24' (148.71')	N88° 26' 49\"/>
L4	8.91'	S87° 09' 05\"/>
L5	76.14'	S87° 09' 05\"/>
L6	75.01' (74.24')	S82° 19' 16\"/>
L7	81.82' (82.85')	S81° 23' 14\"/>
L8	158.61' (158.48')	S76° 45' 31\"/>
L9	158.30' (158.50')	S71° 59' 50\"/>
L10	81.61' (81.22')	S68° 08' 29\"/>
L11	97.01'	S60° 50' 38\"/>

I, Douglas C. Hearn, a Registered Professional Land Surveyor, do hereby certify that these field notes accurately represent the result of an on-the-ground survey made under my supervision during July of 2009 and are correct to the best of my knowledge.

Hearn Engineering, Inc. * 3000 Joe DiMaggio Blvd. Ste. 25 * Round Rock, Texas 78665 * (512) 310-0176

FIRM

FLOOD INSURANCE RATE MAP

CORYELL COUNTY, TEXAS

AND INCORPORATED AREAS

PANEL 545 OF 675

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CORYELL COUNTY	480768	0545	F
COPPERAS COVE, CITY OF	480155	0545	F

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

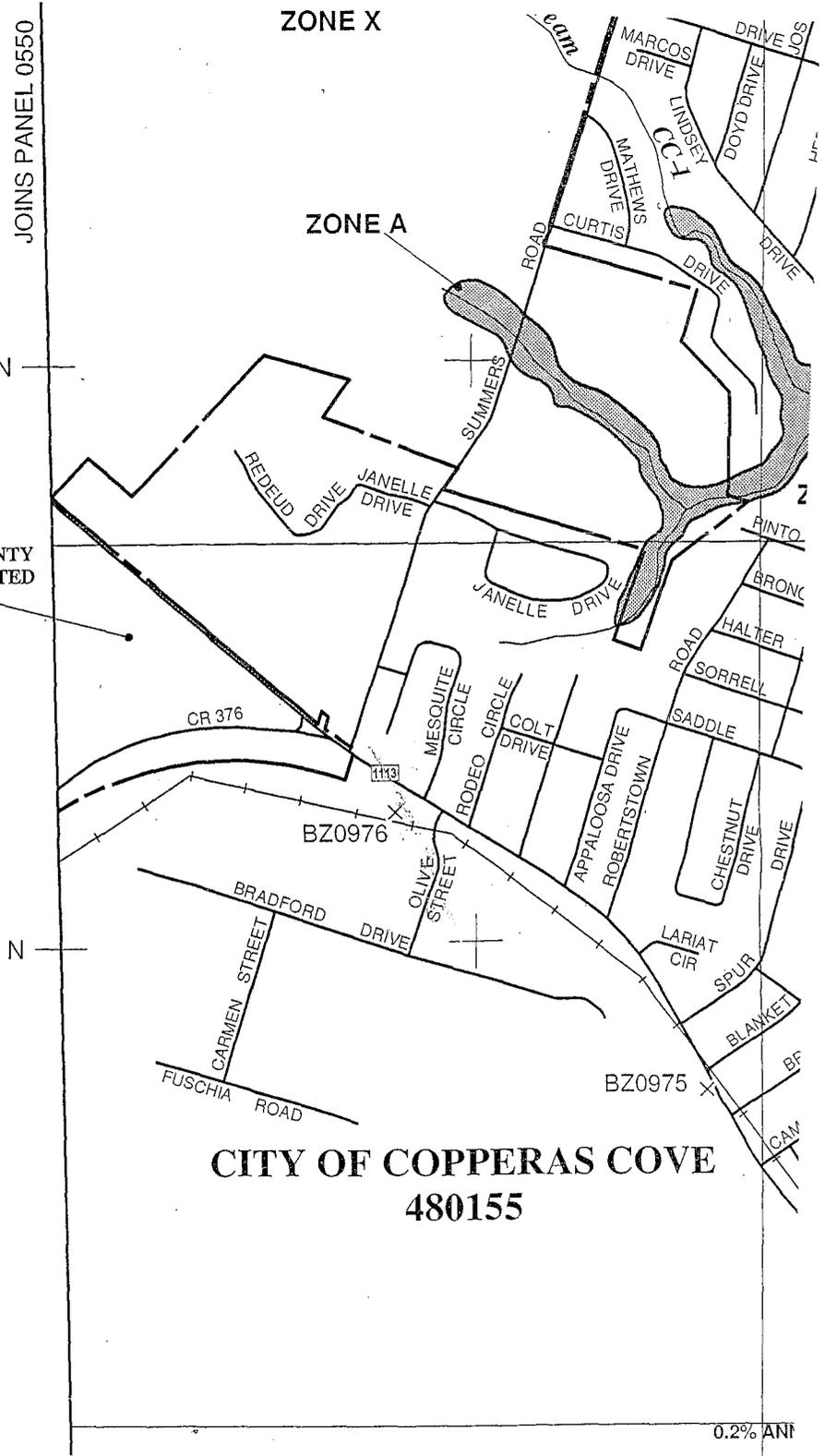


MAP NUMBER
48099C0545F

EFFECTIVE DATE
FEBRUARY 17, 2010

Federal Emergency Management Agency

MATCH TO PANEL 550



FIRM
FLOOD INSURANCE RATE MAP
CORYELL COUNTY,
TEXAS
AND INCORPORATED AREAS

PANEL 550 OF 675
(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CORYELL COUNTY	480768	0550	F
COPPERAS COVE, CITY OF	480155	0550	F

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
48099C0550F

EFFECTIVE DATE
FEBRUARY 17, 2010

Federal Emergency Management Agency

CITY OF COPPERAS COVE
480155

3030000 FT

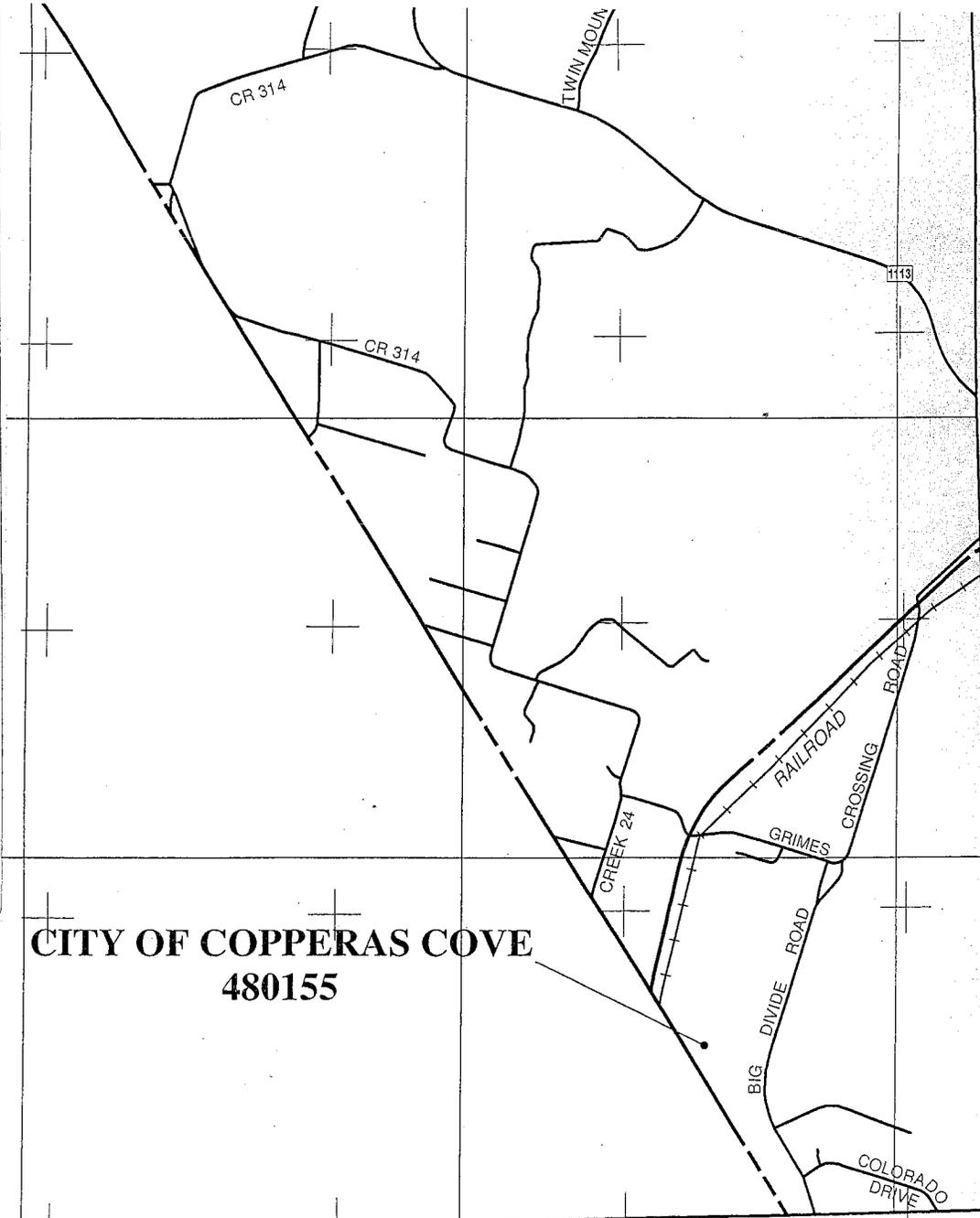
3035000 FT

JOINS PANEL 0650

3040000 FT

3045000 FT

3050000 FT



MATCH TO PANEL 545

City of Copperas Cove

City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-8

Contact – James A. Trevino, Assistant Public Works Director, 547-0751
jtrevino@ci-copperas-cove.tx.us

SUBJECT: Consideration and action on authorizing the City Manager to execute a contract with David Smith Construction for the Lutheran Church Road Street and Drainage Improvements project.

1. BACKGROUND/HISTORY

Lutheran Church Road is an asphalt road, approximately 22 to 24 feet wide, connecting North FM116 to Summers Road. The road condition is currently inadequate to support the traffic volume of approximately 8,000 vehicles per day. In November 2008, voters approved a bond proposition that includes \$1 million for the reconstruction of Lutheran Church Road. In May 2009, Council authorized the City Manager to enter into an agreement with Hearn Engineering to begin designing the improvements. The proposed design will widen the road to forty feet, install curbing and improve the side drainage.

2. FINDINGS/CURRENT ACTIVITY

The Lutheran Church Road Street and Drainage Improvements project was advertised in November 2009 and bids were opened on November 20, 2009. Four bids were received (see attached bid tabulations) with David Smith Construction providing the lowest bid at \$816,646.30.

The bid includes the following items:

- Base Bid – Lutheran Church Road Improvements - \$792,427.61
- Alternate #1 – 12 inch diameter sewer pipe casing - \$3,055.20
- Alternate #2 – Martin Walker Area Drainage - \$21,163.49

Contract time is 180 days with completion expected on or before July 2010.

3. FINANCIAL IMPACT

Funding for the project is through the 2008A Tax Notes and the 2009 General Obligation Bonds.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute a contract with David Smith Construction for the Lutheran Church Road Street and Drainage Improvements project.

CITY OF COPPERAS COVE
LUTHERAN CHURCH ROAD STREET IMPROVEMENTS

Bid Date: November 20, 2009

Bidder	Base Bid	Alternate #1	Alternate #2	Total Bid
David Smith Construction	\$ 792,427.61	\$ 3,055.20	\$ 21,163.49	\$ 816,646.30
Shallow Ford Inc.	\$ 814,203.00	\$ 2,520.00	\$ 26,533.50	\$ 843,256.50
TTG Utilities	\$ 849,975.25	\$ 2,100.00	\$ 20,261.75	\$ 872,337.00
JHL Construction	\$ 962,996.40	\$ 6,000.00	\$ 37,567.50	\$ 1,006,563.90

City of Copperas Cove City Council Agenda Item Report

January 5, 2010

Agenda Item No. I-9

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

SUBJECT: Consideration and action on authorizing the City Manager to enter into an interlocal agreement with North Central Texas Council of Governments (NCTCOG) and a master agreement with Gabriel, Roeder, Smith & Co. (GRS) for actuarial services for the fiscal year 2008-09 audit.

1. BACKGROUND/HISTORY

Each fiscal year the City reviews the audit process and any new required laws. The Government Accounting Standards Board (GASB) implemented new rules for recording of liabilities related to retiree benefits. The implementation of the new law is staggered over a few years, depending on the size of the local government. The City of Copperas Cove budgeted for actuarial services in the FY 2009-10 budget process to cover the GASB reporting requirement.

In May 2006, NCTCOG issued request for proposals to begin the process. NCTCOG is a regional planning commission and political subdivision of the State of Texas and is authorized to contract with eligible entities to perform governmental functions and services.

2. FINDINGS/CURRENT ACTIVITY

City staff contacted NCTCOG to determine what steps are necessary to begin the actuarial services that are required prior to completion of the FY 2008-09 audit.

The interlocal agreement with NCTCOG will allow the City to enter into an agreement with GRS for actuarial services. NCTCOG is the facilitator to the RFP and award process and allows the City to enter into a contractual relationship with GRS without the City being required to enter into the RFP process.

All attached documents were reviewed by the City Attorney.

3. FINANCIAL IMPACT

The estimated cost provided by GDS for the actuarial services is \$8,320 with the option to enter into optional studies at a cost of \$780 per study. The \$8,320 includes a \$100 administrative fee to NCTCOG for the facilitation of the RFP and

award process. The adopted budget for FY 2009-10 includes \$10,000 for the actuarial services.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into an interlocal agreement with North Central Texas Council of Governments (NCTCOG) and a master agreement with Gabriel, Roeder, Smith & Co. (GRS) for actuarial services for the fiscal year 2008-09 audit.

Dec 11, 2009

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

Re: Pricing Estimate for GASB OPEB Valuation for City of Copperas Cove

Dear Ms. Bunting,

You have requested a pricing quote for a GASB 45 actuarial valuation under the Shared Services arrangement provided by Gabriel, Roeder, Smith & Co (GRS) and North Central Texas Council of Governments (NCTCOG).

Based on the information you provided, the estimated cost of services for City of Copperas Cove is \$6,760. This price is based on receiving data in the standard GRS format and using the following assumptions:

Number of Participants	100 - 999
Insured or Self-Funded	Insured*
Retirement Plans	1. TMRS
Health Plans	1. Scott & White - Option 1 (\$750 Annual Ded) 2. Scott & White - Option 2 (\$40 Co-Pay with cost share) 3. Scott & White - Option 3 (\$25 Co-Pay)

* An additional fee of \$1,560 will be added if claims experience is required

If other assumptions are identified, a revised proposal letter will be prepared by GRS. Also, additional fees may apply if the data is not received in standard format.

Basic Services

Basic services provided through the Shared Services program will include:

- Actuarial valuation of employer OPEB in compliance with the requirements of paragraphs 11-27 of GASB 45. Valuations can be performed annually or biennially and will include:

- > A measurement of the actuarial liability, present value of projected benefits and normal cost as of the valuation date
 - > The estimated actuarially determined contribution for the applicable fiscal years
 - > The estimated annual required contribution and accounting expense for the applicable fiscal years as required under GASB Statement Nos. 43 and 45
 - > Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 30 and 31 of GASB No. 43
 - > Information needed to complete the "Notes to the Financial Statement" and "Required Supplementary Information" as defined in paragraphs 24, 25 and 26 of GASB No. 45
 - > Required Supplementary Information as defined in paragraph 26 of the GASB 45
 - > Sensitivity analysis for health care trend rates, providing valuation results based on a higher and a lower health care trend
 - > A hypothetical set of actuarial results using an alternative discount rate based on pre-funding
- Two in person or conference call meetings as mutually agreed upon by City of Copperas cove and GRS. Out of pocket travel expenses for governments located 100 miles or more from downtown Houston or DFW Airport will be charged to the government.
 - Access to GRS' web based Aggregate Reporting Module. This module allows for benchmarking of valuations for all members of the Shared Services program. The Aggregate Reporting Module includes current and historical information on plan provisions, assumptions, and actuarial results.

Options Study

It is anticipated that City of Copperas cove may want to consider what the options are for mitigating their OPEB liability either in the first year or first two years. These Options studies would include alternative discount rates, alternative healthcare trend rates, benefit capitations, changes in retiree cost sharing, and possibly changes in eligibility requirements. The cost for this Options study will be \$780 per study.

Other studies may not be covered under the fixed fee amount above. If a study is not included in the fixed fee pricing, the hourly rates shown in "Additional Services" below will apply. GRS will provide written documentation of our understanding of the service(s) requested, the estimated number of hours by employee class, total costs and project timeline.

Ms. Wanda Bunting

Dec 11, 2009

Page 3

Additional Services

Fees for additional consulting services not included under Basic Services or included in the fixed fee Options studies will be priced separately upon request and will be based on the following hourly rates:

<i>GRS Resource Classification</i>	<i>Hourly Rates</i>
Senior Consultant	\$364
Consultants	\$286
Senior Analysts	\$182
Actuarial Analysts	\$156
Systems Analysts and Programmers	\$208
Administrative Support Staff	\$115

Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report. Pricing also assumes annual valuations. For Biennial valuations, an additional \$1,040 is added to the price and GRS will provide the OPEB cost for the off year as a percentage of covered payroll and will walk forward the Net OPEB Obligation.

Prices will be adjusted annually in January based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis.

A copy of this proposal letter will be made a part of the engagement agreement between City of Copperas cove and GRS.

If you have any questions or need additional information please don't hesitate to e mail us at NCTCOG.sharedservices@gabrielroeder.com or call either Jim Schaefer at 469/524-1808 or Joe Newton at 469/524-1807.

Thank you for your interest in the Shared Services program.

Gabriel, Roeder, Smith & Company

MASTER AGREEMENT

Pursuant to the award of Joint Actuarial Services by the North Central Texas Council of Governments (NCTCOG), this agreement confirms the terms under which the City of Copperas Cove hereinafter referred to as ‘CONTRACTING GOVERNMENT’ has engaged Gabriel, Roeder, Smith & Co. hereinafter referred to as “GRS” to perform actuarial consulting services. In as much as this relationship will involve several actuarial reviews and other services that will be governed by the Request for Proposal issued by NCTCOG on May 31, 2006 and our subsequent response to that proposal, we have agreed to establish this “master agreement” defining the general terms and conditions for all work performed.

This agreement will not, by itself, authorize the performance of any services. Rather specific services will be authorized through a separate engagement letter that references this master agreement and details the services to be provided and the timeframe and fees required. In the event of an inconsistency between this master agreement and an individual engagement letter, the master agreement will be followed.

As described in the above referenced Request for Proposal the following terms apply:

- A. **Tax Exempt Entities.** CONTRACTING GOVERNMENT is exempt from manufacturer’s federal excise tax and states sales tax. Tax exemption certificates will be issued upon request.
- B. **Role of NCTCOG.** NCTCOG has served as a facilitator to the RFP and award process but the contractual relationship is between GRS and the CONTRACTING GOVERNMENT.
- C. **Aggregate Information.** GRS agrees to supply NCTCOG with the specified results from the valuations and to aggregate that information with that of other governments for the purpose of benchmarking.
- D. **Fees.** GRS agrees to follow the attached pricing schedule (“Attachment A”) for pricing of its services.
- I. **Review of Charges.** CONTRACTING GOVERNMENT has the right to review the supporting documentation for any hourly charges or out of pocket expenses assessed to the CONTRACTING GOVERNMENT under the fee schedule.
- J. **Termination.** Both CONTRACTING GOVERNMENT and GRS will have the right to terminate this agreement through written notice. CONTRACTING GOVERNMENT will pay any charges or prorate fees incurred to the date the termination notice is received and actuary will cease any in progress work unless specific stopping points are provided in the letter.

- K. **Work Product.** The final work product will be the property of the CONTRACTING GOVERNMENT to be used as stated in the specific engagement letter. Ancillary use of the product is permitted but GRS is not responsible for the reliability of those projections. It is understood that all reports are subject to the open records laws of the State of Texas and the contracting jurisdiction.
- L. **Independent Contractor.** All the services provided by GRS will be as an independent contractor. None of the terms in the engagement letter will be interpreted to create an agency or employment relationship.
- M. **Biennial Reviews.** CONTRACTING GOVERNMENT agrees to provide census data in off years using the same cut off date and delivery dates as used for the year of review. Actuary agrees to review the off year census data and provide CONTRACTING GOVERNMENT with timely feedback regarding deficiencies in the data.
- N. **Term.** The term of this master agreement will be governed by the afore referenced NCTCOG RFP and will expire on September 30, 2012.
- O. **Complete Agreement.** This letter combined with the specific engagement letter and as clarified by the RFP and Proposal set forth the entire agreement between the CONTRACTING GOVERNMENT and GRS.
- P. **Indemnification.** GRS covenants and agrees to indemnify and hold harmless and defend and does hereby indemnify, hold harmless, and defend NCTCOG and CONTRACTING GOVERNMENTS, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, arising out of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors, and the contractor does hereby assume all liability for injuries, claims or suits for damages to persons, property, or whatever kind of character, whether real or asserted, occurring during or arising out of the performance of a contract as a result of any negligent act or omission on the part of the contractor, its officers, agents, servants, employees, or subcontractors to the extent permitted by law. Please review this master agreement letter and the attached schedules and indicate your acceptance by having an official of CONTRACTING GOVERNMENT sign below.
- Q. **Force Majeure.** A force majeure event shall be defined to include governmental decrees or restraints, acts of God (except that rain, wind, flood or other natural phenomena normally expected for the locality, shall not be construed as an act of God), work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war, rebellion, and sabotage. If a delay or failure of performance by either party to this contract results from the occurrence of a force majeure event, the delay

shall be excused and the time fixed for completion of the work extended by a period equivalent to the time lost because of the event.

- R. **Professional Standards.** GRS will provide qualified personnel for each engagement and follow all professional standards ascribed by the American Academy of Actuaries and the Governmental Accounting Standards Board.

GABRIEL, ROEDER, SMITH & CO.

By: _____

Date: _____

Title: _____

CONTRACTING GOVERNMENT

By _____

Date: _____

Title: _____

Attachment A

Pricing of Services – Calendar Year 2007*

Employer					
	Governments by Total OPEB Participants	Annual	Biennial	First Year Options Study	Hourly Rate for Additional Services
1	Less than 100-Insured 1 health plan	\$4,000	\$5,000	\$750/Study	See Below
1a	Less than 100-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
2	Between 100 and 249-Insured 1 health plan	\$4,500	\$5,500	\$750/Study	See Below
2a	Between 100 and 249-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
3	Between 100 and 249-Self Insured 1 health plan	\$6,000	\$7,000	\$750/Study	See Below
3a	Between 100 and 249-per additional self insured health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
4	Between 250 and 499-Insured 1 health plan	\$4,500	\$5,500	\$750/Study	See Below
4a	Between 250 and 499-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
5	Between 250 and 499-Self Insured 1 health plan	\$6,000	\$7,000	\$750/Study	See Below
5a	Between 250 and 499-per additional self insured health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
6	Between 500 and 749-Insured 1 health plan	\$4,500	\$5,500	\$750/Study	See Below
6a	Between 500 and 749-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
7	Between 500 and 749-Self Insured 1 health plan	\$6,000	\$7,000	\$750/Study	See Below
7a	Between 500 and 749-per additional self insured health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
8	Between 750 and 999-Insured 1 health plan	\$4,500	\$5,500	\$750/Study	See Below
8a	Between 750 and 999-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
9	Between 750 and 999-Self Insured 1 health plan	\$6,000	\$7,000	\$750/Study	See Below
9a	Between 750 and 999-per additional self insured health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
10	Between 1000 and 1499-Insured 1 health plan	\$5,000	\$6,000	\$750/Study	See Below
10a	Between 1000 and 1499-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below

11	Between 1000 and 1499-Self Insured 1 health plan	\$6,500	\$7,500	\$750/Study	See Below
11a	Between 1000 and 1499-per additional self insured health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
12	Between 1500 and 1999-Insured 1 health plan	\$5,000	\$6,000	\$750/Study	See Below
12a	Between 1500 and 1999-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
13	Between 1500 and 1999-Self Insured 1 health plan	\$6,500	\$7,500	\$750/Study	See Below
13a	Between 1500 and 1999-per additional self insured health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
14	Between 2000 and 2499-Insured 1 health plan	\$5,000	\$6,000	\$750/Study	See Below
14a	Between 2000 and 2499-per additional health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
15	Between 2000 and 2499-Self Insured 1 health plan	\$6,500	\$7,500	\$750/Study	See Below
15a	Between 2000 and 2499-per additional self insured health or retirement plan	\$1,000	\$1,000	\$750/Study	See Below
16	Between 2500 and 5000-Self Insured 1 health plan	\$7,000	\$8,000	\$750/Study	See Below
16a	Between 2500 and 5000-per additional self insured health or retirement plan	\$1,500	\$1,500	\$750/Study	See Below

Plans (if applicable)					
	Governments by Total OPEB Participants	Annual	Biennial	First Year Options Study	Hourly Rate for Additional Services
1	Less than 100-Insured 1 health plan	\$0	\$0	\$750/Study	See Below
1a	Less than 100-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
2	Between 100 and 249-Insured 1 health plan	\$0	\$0	\$750/Study	See Below
2a	Between 100 and 249-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
3	Between 100 and 249-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
3a	Between 100 and 249-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below
4	Between 250 and 499-Insured 1 health plan	\$0	\$0	\$750/Study	See Below
4a	Between 250 and 499-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
5	Between 250 and 499-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
5a	Between 250 and 499-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below
6	Between 500 and 749-Insured 1 health plan	\$0	\$0	\$750/Study	See Below
6a	Between 500 and 749-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
7	Between 500 and 749-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
7a	Between 500 and 749-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below
8	Between 750 and 999-Insured 1 health plan	\$0	\$0	\$750/Study	See Below
8a	Between 750 and 999-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
9	Between 750 and 999-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
9a	Between 750 and 999-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below
10	Between 1000 and 1499-Insured 1 health plan	\$0	\$0	\$750/Study	See Below
10a	Between 1000 and 1499-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
11	Between 1000 and 1499-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
11a	Between 1000 and 1499-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below
12	Between 1500 and 1999-Insured 1 health plan	\$0	\$0	\$750/Study	See Below

4812a	Between 1500 and 1999-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
13	Between 1500 and 1999-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
13a	Between 1500 and 1999-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below
14	Between 2000 and 2499-Insured 1 health plan	\$0	\$0	\$750/Study	See Below
14a	Between 2000 and 2499-per additional health or retirement plan	\$0	\$0	\$750/Study	See Below
15	Between 2000 and 2499-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
15a	Between 2000 and 2499-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below
16	Between 2500 and 5000-Self Insured 1 health plan	\$0	\$0	\$750/Study	See Below
16a	Between 2500 and 5000-per additional self insured health or retirement plan	\$0	\$0	\$750/Study	See Below

- ❖ For the first valuation, the prices above include a mandatory kick-off meeting to begin the project and a meeting to present the findings. If the second meeting can take place either via web cast or through a conference call, we will discount the above valuation fees by \$500.
- ❖ For subsequent valuations, we anticipate the kickoff meeting to be via conference call or web cast. For any participant, if the meeting to present the results can take place either via web cast or through a conference call, we will discount the above valuation fees by \$500.
- ❖ Pricing assumes 20% paid upon acceptance by the government of the engagement, 50% upon receipt of the draft report and 30% upon acceptance of the final report.
- ❖ Fees for additional services and optional services that are not determined as 'basic' will be based on the following rates:

GRS Position Title	Hourly Rates
Senior Consultant	\$350
Consultants	\$275
Senior Analysts	\$175
Actuarial Analysts	\$150
Systems Analysts and Programmers	\$200
Administrative Support Staff	\$110

*Prices will be adjusted annually beginning in January 2008 based on changes in the Consumer Price Index, All Urban Consumers, on a December over December basis. Current rates for your plan are reflected in the engagement agreement sent with this document.

**INTERLOCAL AGREEMENT
FOR
COOPERATIVE PURCHASING
FOR
ACTUARIAL SHARED SERVICES**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the North Central Texas Council of Governments, hereinafter referred to as “NCTCOG,” having its principal place of business at 616 Six Flags Drive, Arlington, Texas 76011, and City of Copperas Cove, a local government, created and operated to provide one or more governmental functions and services, hereinafter referred to as “Participant,” having its principal place of business at:

W I T N E S E T H

WHEREAS, NCTCOG is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, NCTCOG is authorized to contract with eligible entities to perform governmental functions and services, including the development of a standard approach for acquiring actuarial services; and

WHEREAS, in reliance on such authority, NCTCOG has a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, Participant has represented that it is an eligible entity under the Act, that by Administrative Action has authorized this Agreement on January 5, 2010 and that it desires to contract with NCTCOG on the terms set forth below;

NOW, THEREFORE, NCTCOG and the PARTICIPANT do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Participant represents and warrants to NCTCOG that (1) it is eligible to contract with NCTCOG under the Act because its a local government, as defined in the Act, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

NCTCOG and the Participant agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.

ARTICLE 3: WHOLE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: BILLINGS

Billings will be generated for the Actuarial Shared Services through Gabriel Roeder Smith & Company and will include an Administrative Fee of \$100 per valuation cycle (annually or biennially) payable to NCTCOG.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

NCTCOG reserves the right to make changes in the scope services offered through the Cooperative Purchasing Program to be performed hereunder.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

**Denotes required fields*

NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.

Interstate v1 rev. 10/05

***City of Copperas Cove**

Name of Participant (*local government, agency, or non-profit corporation*)

***507 South Main Street**

Mailing Address

***Copperas Cove TX 76522**

City State ZIP Code

***By:**

Signature of Authorized Official

***Andrea M. Gardner**

Typed Name of Authorized Official

***City Manager**

Typed Title of Authorized Official

January 5, 2010

Date

North Central Texas Council of Governments

616 Six Flags Drive, Arlington, Texas 76011

***By:**

Signature of Authorized Official

*

Typed Name of Authorized Official

*

Typed Title of Authorized Official

Date