City of Copperas Cove

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

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

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **7th day of September 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 – September 2010. ***Andrea M. Gardner, City Manager***

   - Thomas Brooks Jr., Wastewater Operator II – 5 years
   - Christopher Cullar, Parks & Recreation Laborer – 5 years
   - Jose Velazco, Parks & Recreation Light Equipment Operator – 5 years
   - Joseph Ngiraklang, Parks & Recreation Laborer – 5 years
   - Roger Bekkerus, Fleet Maintenance Mechanic – 10 years
   - Shane Kieltyka, Police Corporal – 10 years
   - Shannon Thompson, Police Communications Operator – 10 years

2. Proclamation: National Library Card Sign Up Month. ***John Hull, Mayor***

3. Proclamation: National Preparedness Month. ***John Hull, Mayor***

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. Pursuant to §551.042 of the Texas Open Meetings Act, any

deliberation or decision about the subject of inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

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 workshop council meeting on August 17, 2010. ***Jane Lees, City Secretary***

2. Consideration and action on approving the minutes from the special council meeting on August 17, 2010. ***Jane Lees, City Secretary***

3. Consideration and action on approving the minutes from the regular council meeting on August 17, 2010. ***Jane Lees, City Secretary***

4. Consideration and action on authorizing the City Manager to enter into an agreement with the Copperas Cove Athletic Officials Association to provide sports officiating recreational sports for the Parks and Recreation Department. ***Danny Zincke, Assistant Director of Community Services***

5. Consideration and action authorizing the City Manager to execute a Memorandum of Agreement with the Texas Department of State Health Services for personnel assets in the event of a pending or actual disaster. ***J. Mike Baker, Fire Chief/EMS***

6. Consideration and action on authorizing the City Manager to execute a Memorandum of Agreement with the Central Texas Regional Advisory Council (CTRAC) for apparatus personnel assets in the event of a disaster. ***J. Mike Baker, Fire Chief***

H. PUBLIC HEARINGS/ACTION – None.

I. ACTION ITEMS

1. Consideration and action on approval of the Copperas Cove Economic Development Corporation FY 2010-2011 Budget. ***Polo Enriquez, CCEDC Executive Director***

2. Reappointment of Lay Representative to the Central Texas Library System. ***Margaret Handrow, Library Director***

3. Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to provide all professional services associated with the preparation of an application for funding to the Texas Department of Rural Community Affairs (TDRA) under the Texas Community Development Program (TCDP) 2011/2012

Funding Cycle for water or sewer system improvements in an amount not to exceed $2,450. ***Andrea M. Gardner, City Manager***

4. Consideration and action on authorizing the City Manager to complete the merger ballot approving the proposed merger of CAPP (Cities Aggregation Power Project) and STAP (South Texas Aggregation Project) effective January 1, 2011 and changes the name of CAPP to Texas Coalition for Affordable Power (TCAP) effective November 1, 2010 and acceptance of the Texas Coalition for Affordable Power (TCAP) Bylaws to become effective November 1, 2010. ***Andrea M. Gardner, City Manager***

5. Consideration and action authorizing the City Manager to release payment to the Texas Department of Transportation for the acquisition of right-of-way and adjustment of utilities for the FM 2657 widening project. ***Andrea M. Gardner, City Manager***

6. Consideration and action on an ordinance to annex 6.8 acres owned by the City of Copperas Cove to the City. ***J. Mike Baker, Fire Chief/EMS***

7. Consideration and action on an ordinance approving the annexation of 155.8906 acres of land in Coryell County, Texas being owned by the Copperas Cove Economic Development Corporation and generally located east of Constitution Drive and south of US Highway 190 to the City of Copperas Cove. ***Wesley Wright, P.E., City Engineer***

8. Consideration and action on an ordinance amending the City of Copperas Cove's Code of Ordinances, Chapter 2, Article V, Section 2-124(a). ***Imelda Rodriguez, Director of Financial Services***

9. Consideration and action on an ordinance approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2010-11. ***Imelda Rodriguez, Director of Financial Services***

10. Consideration and action on an ordinance adopting the tax rate for fiscal year 2010-11. ***Imelda Rodriguez, Director of Financial Services***

11. Consideration and action to ratify the property tax increase reflected in the fiscal year 2010-11 budget. ***Imelda Rodriguez, Director of Financial Services***

12. Consideration and action on an ordinance amending the City's "Fee Schedule". ***Imelda Rodriguez, Director of Financial Services***

13. Consideration and action on an ordinance amending Personnel Policy No. 030, Employee Evaluation Period. ***Kelli Sames, Human Resources Director***

14. Consideration and action on a resolution authorizing the Deputy Fire Chief to apply for a grant through the United States Department of Homeland Security, Federal Emergency Management Agency, Staffing for Adequate Fire and Emergency Response Grants program (SAFER) to hire Firefighter/EMT personnel. ***Gary D. Young, Deputy Fire Chief***

15. Consideration and possible action on authorizing the City Manager to execute an agreement for the lease of space at the Hills of Cove Golf Course for the purpose of preparation and sale of concessions. ***Danny Zincke, Assistant Director of Community Services***

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

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.

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) 542-8927 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 _____**,** September 3, 2010, 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

PROCLAMATION

WHEREAS, The smartest card is a library card; and

WHEREAS, A library card is a ticket to free access to books, magazines, music, movies, Internet access, after school programming and more; and

WHEREAS, Children who have library cards and use the library perform better in school; and

WHEREAS, A library card opens up a world of opportunity for people of all ages; and

WHEREAS, Libraries are the heart of all communities; and

WHEREAS, The City of Copperas Cove Public Library provides free library cards to the citizens of Copperas Cove.

NOW THEREFORE, BE IT RESOLVED, that the month of September 2010, be proclaimed as

"National Library Card Sign Up Month

in the City of Copperas Cove, Texas and the City encourages its citizens to sign up for a library card, the smartest card at your library.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Copperas Cove to be affixed this 7th day of September 2010.

_____

John Hull, Mayor

ATTEST:

_____

Jane Lees, City Secretary

City of Copperas Cove

PROCLAMATION

WHEREAS, The President of the United States has declared September 2010 as National Preparedness Month across America; and

WHEREAS, In the event of any natural disaster, large-scale emergency or terrorist attack, the loss of life and property can be greatly reduced if appropriate prevention and preparedness measures are acted on before and after a life threatening event or a large scale disaster; and

WHEREAS, Education, general awareness and concern are at the core of any preparedness and prevention program; and

WHEREAS, The National Citizen Corps program currently has 2,445 councils, which serve 229,201,751 people, representing 80% of the total population of the nation, who embrace the personal responsibility to be prepared; getting training in first aid and emergency skills; and volunteering to support local emergency responders, disaster relief and community safety; and

WHEREAS, Emergency preparedness is the responsibility of every American who is asked to contribute to a level of national preparedness that is critical to securing our homeland.

NOW, THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, Texas do hereby proclaim the month of September 2010 shall be observed as:

"National Preparedness Month"

and urge all residents of the City of Copperas Cove to Plan Now, Work Together, and Be Ready.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 7th day of September 2010.

_____

John Hull, Mayor

ATTEST:

_____

Jane Lees, City Secretary

CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
August 17, 2010 – 6:00 P.M.

A. CALL TO ORDER

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

B. ROLL CALL

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Jim Schmitz
Frank Seffrood

ALSO PRESENT

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

C. WORKSHOP ITEMS

1. Discussion of the Fiscal Year 2010-11 Proposed Budget and City Council changes to the Fiscal Year 2010-11 City Manager's Proposed Budget. ***Andrea M. Gardner, City Manager***

Andrea Gardner gave an overview and discussed all the staff and City Council recommended changes since the City Manager's Proposed Budget was presented on July 20, 2010.

Mayor Hull recessed the workshop at 6:57 p.m. in order to proceed with the regular council meeting scheduled at 7:00 p.m. The workshop was reconvened at 8:47 p.m. after adjournment of the regular council meeting.

Changes to the Fee Schedule were discussed.

2. Provide direction to the City Manager regarding the Fiscal Year 2010-11 Proposed Budget and City Council changes to the City Manager's 2010-11 Proposed Budget. ***Andrea M. Gardner, City Manager***

Ms. Gardner stated that because of the changes made in the General Fund, additional monies were available. She said that staff recommendation was to take an amount off the tax notes or to add to the fund balance. The Council directed staff to put the extra monies into a contingency fund and schedule a 1.5% COLA for employees.

Council did not wish to eliminate the senior water discount and directed Ms. Gardner to arrange an update by the City Attorney with Council Member Jim Schmitz.

Regarding the Hotel Occupancy Tax Fund, the Council changed the amount the Chamber will get initially to $177,750.

Council Member Danny Palmer would like the City to once again be members of the Joint Image Campaign. City Manager Gardner provided options for JIC funding to include placing funds into a contingency account or schedule a workshop with all participating members to discuss the organization, its purpose and funding. No specific direction was agreed upon or provided during the workshop.

The Council agreed by consensus to increase the plumbing fee to $50 and add a late enrollment fee for recreation. Also agreed to remove the $600 fee for concessions at the golf course and make the fee per each contract.

Discussion on moving the golf course into the General Fund resulted in a request to workshop the subject within the next six months.

D. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 9:29 p.m.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
August 17, 2010 – 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

C. ROLL CALL

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Jim Schmitz
Frank Seffrood

ALSO PRESENT

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

D. ANNOUNCEMENTS

Mayor Hull read the following announcement: Per Truth and Taxation, the Governing Body of the City of Copperas Cove, Texas is required to announce the date, time and place of the meeting at which the vote on the tax rate will be taken. The Governing Body of the City of Copperas Cove, Texas, is scheduled to vote on the tax rate, which may result in a tax increase, at a public meeting to be held on September 7, 2010 at 7:00 p.m. at City Hall Council Chambers, 507 South Main Street, Copperas Cove, Texas.

E. PUBLIC RECOGNITION – None.

F. CITIZENS' FORUM – None.

G. CONSENT ITEMS – None.

H. PUBLIC HEARINGS/ACTION

1. Public hearing on tax increase for the 2010-11 fiscal year. ***Imelda Rodriguez, Director of Financial Services***

Imelda Rodriguez, Director of Financial Services, gave an overview of agenda item H-1.

Mayor Hull opened the public hearing at 7:05 p.m.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:07 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 7:08 p.m.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

-CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
August 17, 2010 – 7:15 P.M.

A. CALL TO ORDER

Mayor John Hull called the regular meeting of the City Council of the City of Copperas Cove Texas to order at 7:15 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Matthew Moore, Copperas Cove First Baptist Church, gave the Invocation and Mayor Hull led the Pledge of Allegiance.

C. ROLL CALL

John Hull
Cheryl L. Meredith
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Jim Schmitz
Frank Seffrood

ALSO PRESENT

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

D. ANNOUNCEMENTS

Council Member Youngs reminded everyone that school starts next week and to please be safe.

Council Member Kent asked that everyone take extra care in the triple digit heat and be sure to watch out for your neighbors and especially for those living alone.

Council Member Palmer stated that two positions on the CCEDC Board of Directors would be coming open and encouraged anyone interested to get and an application filled out and turned in.

City Manager Gardner said that Fort Hood extended a 'thank you' to the City, in particular KCCB, for assisting in the Fort Hood waterway cleanup back in July. There were 24 volunteers in total.

E. PUBLIC RECOGNITION

1. Employees of the Second Quarter 2010. ***Andrea M. Gardner, City Manager***

- Public Safety Division – Jennifer Henry, Municipal Court Clerk
- Community Services Division – Davis Dewald, Golf Shop Assistant
- Public Works Division – Jesus Mora, Solid Waste Mechanic
- Administrative Services Division – June Mantanona, Utilities Customer Service Representative

2. Proclamation: Storm Water Pollution Prevention Week. ***John Hull, Mayor***

Mayor Hull read the proclamation and presented it to Wesley Wright, P.E., City Engineer.

F. CITIZENS' FORUM

Keith Turner, a business owner at 211 West Avenue B in Copperas Cove, his daughter Briley, and Skip Darrosset presented the Police Department, Fire Department, and the City Manager flags of honor listing the names of those killed in the terrorist attacks of 9.11. He asked that the City display these flags with honor to preserve memory of those taken from us.

G. CONSENT ITEMS

1. Consideration and action on approving the minutes from the workshop council meeting on July 27, 2010. ***Jane Lees, City Secretary***

2. Consideration and action on approving the minutes from the special council meeting on July 28, 2010. ***Jane Lees, City Secretary***

3. Consideration and action on approving the minutes from the workshop council meeting on August 3, 2010. ***Jane Lees, City Secretary***

4. Consideration and action on approving the minutes from the regular council meeting on August 3, 2010. ***Jane Lees, City Secretary***

5. Consideration and action on approving the minutes from the special council meeting at 6:00 p.m. on August 5, 2010. ***Jane Lees, City Secretary***

6. Consideration and action on approving the minutes from the special council meeting at 6:30 p.m. on August 5, 2010. ***Jane Lees, City Secretary***

7. Consideration and action on approving the minutes from the workshop council meeting on August 5, 2010. ***Jane Lees, City Secretary***

9. Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending June 30, 2010 per the Investment Policy. ***Imelda Rodriguez, Director of Financial Services***

Council Member Palmer requested removal of item G-8 from the Consent Agenda.

Council Member Palmer made a motion to approve G-1, G-2, G-3, G-4, G-5, G-6, G-7, and G-9 as presented. Council Member Kent seconded the motion, and with a unanimous vote, motion carried.

8. Consideration and action on authorizing the City Manager to enter into an Inter-local Agreement with the Copperas Cove Independent School District to share facilities for recreational purposes. ***Ken Wilson, Director of Community Services***

Ken Wilson, Director of Community Services, gave an overview of agenda item G-8.

Council Member Palmer stated that the playgrounds at schools used to be open and a part of the City's recreation areas. The schools have now fenced in the playgrounds and placed 'no trespassing' signs on the fences. He requested that the City ask the school district if the playgrounds can be opened up once again and used for general recreation. Ms. Gardner recommended that the Council allow her to speak with the superintendent on the matter; however, the request has no bearing on the agreement before the Council.

Council Member Palmer made a motion to approve G-8 as presented. Council Member Smith seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on an ordinance amending the overall budget for the active Capital Improvement Project Bond Funds for the City of Copperas Cove. ***Imelda Rodriguez, Director of Financial Services***

Imelda Rodriguez, Director of Financial Services, gave an overview of agenda item H-1.

Mayor Hull opened the public hearing at 7:47 p.m.

Speaking for: None.

Speaking Against: None.

After several questions and discussion by the Council, Mayor Hull closed the public hearing at 7:53 p.m.

Council Member Smith made a motion to approve Ordinance No. 2010-33 with the following amendment: The transfer from Series 2008 (Tax Supported) to Series 2008 (Golf) be in the amount of $287,821, to allow the principal payment of $145,000 and interest payment of $31,206 for FY 2011 to be made on the Series 2008 Tax Supported portion. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-33

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE ACTIVE CAPITAL IMPROVEMENT PROJECT FUND BUDGETS; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

2. Public hearing, consideration and action on adopting a land disturbance ordinance. ***Wesley Wright, P.E., City Engineer***

Wesley Wright, City Engineer, gave an overview of agenda item H-2.

Mayor Hull opened the public hearing at 7:55 p.m.

Speaking for: Council Member Youngs stated that he was part of the committee making the recommendations to the Council, saying that the ordinance will give City staff another tool to use when working with developers to sort out drainage problems.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:57 p.m.

Council Member Palmer made a motion to adopt Ordinance No. 2010-30 as presented with the following change: On page 3 in Section G-2, the first sentence should be corrected as follows: The supervisor or the city engineer will hear all issues and call a meeting of the applicant for a land disturbance permit. Council Member Meredith seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS ADDING SECTION 17.5-60; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE.

3. Public hearing, consideration and action on adopting an ordinance establishing a Drainage Criteria Manual. ***Wesley Wright, P.E., City Engineer***

Wesley Wright, City Engineer, gave an overview of agenda item H-3.

Mayor Hull opened the public hearing at 8:08 p.m.

Speaking for: Council Member Kent stated that the Manual provides citizens with important information to understand the ordinance. He commended Mr. Wright for doing an excellent job. Council Member Palmer asked who was going to administer the program. Mr. Wright said that the City will have to trust contractors and engineers to build private lots correctly.

Speaking Against: None.

Mayor Hull closed the public hearing at 8:12 p.m.

Council Member Meredith made a motion to adopt Ordinance No. 2010-31 as presented. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS AMENDING SECTION 17.5-93(B); REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE.

4. Public hearing on the annexation of 6.8 acres owned by the City of Copperas Cove to the City. ***J. Mike Baker, Fire Chief/EMC***

Gary Young, Deputy Fire Chief, gave an overview of agenda item H-4.

Mayor Hull opened the public hearing at 8:15 p.m.

Speaking for: Council Member Youngs stated that bearing in mind the growth pattern of our City and community, perhaps there might be enough land to consider constructing a police substation as well.

Speaking Against: None.

Mayor Hull closed the public hearing at 8:16 p.m.

No action taken.

5. Public hearing on the annexation of 155.8906 acres of land in Coryell County, Texas being owned by the Copperas Cove Economic Development Corporation and generally located east of Constitution Drive and south of US Highway 190 to the City of Copperas Cove. ***Wesley Wright, P.E., City Engineer***

Wesley Wright, City Engineer, gave an overview of agenda item H-5.

Mayor Hull opened the public hearing at 8:17 p.m.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 8:18 p.m.

No action taken.

I. ACTION ITEMS

1. Consideration and action on approval of the Copperas Cove Economic Development Corporation FY2010-2011 Budget. ***Polo Enriquez, CCEDC Executive Director***

Polo Enriquez, CCEDC Executive Director, gave an overview of agenda item I-1.

Council Member Smith made a motion to postpone the approval of the Copperas Cove Economic Development Corporation FY2010-2011 Budget until September 7, 2010 in order to allow the Council more time to examine the budget. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on evaluating the services of Municipal Court Judge. ***Andrea M. Gardner, City Manager***

Andrea M. Gardner, City Manager, gave an overview of agenda item I-2. Judge Price was on hand to answer questions from the City Council. He said that it was a pleasure to work with the City Manager, Court Coordinator and staff. He thanked the Council for all their help and invited them to come and visit the Court on Tuesday or Wednesday morning.

Council Member Smith requested that a report showing fines not paid be made available to the Council on a monthly basis. City Manager Gardner said she would handle this.

It was requested that Kelli Sames, Director of Human Resources, type up the general comments on the form provided and the Council would sign the evaluation.

3. Consideration and action on evaluating the services of City Attorney and Municipal Court Prosecutor. ***Andrea M. Gardner, City Manager***

Mayor Hull announced that there was a death in the law firm of our city attorney and this item needed to be postponed until the next meeting.

Council Member Seffrood made a motion to postpone the evaluation of the City Attorney and Municipal Court Prosecutor until the next meeting. Council Member Kent seconded the motion, and with a unanimous vote, motion carried.

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 8:38 p.m.

_____
John Hull, Mayor

ATTEST:

_____
Jane Lees, City Secretary

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. G-4

Contact –Danny Zincke, Assistant Director of Community Services, 542-2719
dzincke@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on authorizing the City Manager to enter into an agreement with the Copperas Cove Athletic Officials Association to provide sports officiating for the Parks and Recreation Department.**

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1. BACKGROUND/HISTORY

The City of Copperas Cove and the Copperas Cove Officials Association has had an ongoing relationship for many years. City staff is of the opinion that the use of one association for the service of sports officiating for all programs within the Parks and Recreation Department is the most cost effective. Furthermore, maintaining such a program will provide stability and consistency with sports officiating for the programs provided by the Parks and Recreation Department. The last agreement was completed in 2009 and is necessary to ensure both the association and the City is protected from any unforeseen liability issues.

2. FINDINGS/CURRENT ACTIVITY

The agreement defines the terms and conditions of the officials duties and responsibilities. The term of the contract will begin November 3, 2009 and will be for a term of one year. The contract will be reviewed by both agencies in August 2011 for the 2011/2012 agreement. The agreement has been reviewed by City staff, the City Attorney and the Copperas Cove Athletic Officials Association and no changes outside the term of the contract are recommended to the agreement.

3. FINANCIAL IMPACT

The attached fee schedule shows the cost of service provided for each program and is included in the 2010/2011 recreational activities budget.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to enter into the attached agreement with the Copperas Cove Officials Association to provide sports officiating for recreational programs of the Parks and Recreation Department.

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

AGREEMENT

This Agreement is made and entered into on this the ____ day of _____ 2010, by The Copperas Cove Athletic Officials Association (hereinafter referred to as "CCAOA") and the City of Copperas Cove, a home-rule municipality (hereinafter referred to as "City").

W I T N E S S E T H

WHEREAS, the CCAOA is an association organized for the purpose of providing competent officials and scorekeepers for the athletic programs sponsored by the City;

WHEREAS, the CCAOA has the resources available to provide the officiating services to the City;

WHEREAS, the City's athletic programs are operated and maintained by the City through the Parks and Recreation Department for the benefit of its residents; and

WHEREAS, the City Council finds that providing officiating services to the City by CCAOA benefits the area youth and adults;

NOW, THEREFORE the City and CCAOA hereby agree as follows:

1. Competent Officials. CCAOA shall provide competent officials and scorekeepers to officiate the City's athletic programs sponsored by the Copperas Cove Parks and Recreation Department (hereinafter referred to as "CCPARD"). CCAOA further agrees to officiate adult and youth leagues for specific sports that CCPARD may choose.

2. Fees. The fees to be paid to CCAOA by the City for its officiating services, the number of officials and scorekeepers to be provided by CCAOA for each athletic event, and the fee for the assignment secretary's services are set out in Exhibit "A" attached to this Agreement and made a part of and incorporated in this Agreement for all purposes as if fully setout in this Agreement. The fees for officiating any new sports programs sponsored by CCPARD shall be negotiated between the President of CCAOA and the CCPARD Recreation Superintendent.

4. Scoreboards and Score Books. CCAOA shall gather and consolidate all scoreboard control boxes and score books for each athletic event and shall surrender the control boxes and score books to a representative of CCPARD at the end of the final game of the day.

5. Payment of Fees for Cancellations, Rainouts, Forfeitures and Protest Games.

a. In the event of game cancellations, no fee will be charged by the CCAOA as long as CCPARD either, updates the Youth Sports Hotline (542-2719, 542-2720, 547-9247) or notifies the CCAOA with cancellation information in advance of scheduled games.

b. If CCPARD does not comply with paragraph 4a, CCAOA may invoice CCPARD for all scheduled games.

c. In the event a game is started, then rained out, CCAOA shall be paid for officiating that game.

d. In the event a game is forfeited and CCPARD fails to notify CCAOA two (2) hours prior to the start time of the game, CCAOA shall be paid for officiating that game. If the forfeit is due to insufficient players at game start time and the head coaches desire to play the game, CCAOA shall officiate that game.

e. In the event a game is started, then forfeited due to a rule violation, CCAOA shall be paid for officiating that game.

f. If a protest is upheld that results in any portion of a game being replayed. CCAOA shall officiate the replayed game at no charge. CCAOA shall be paid for officiating the original game only.

g. In the event of a game start time delay of fifteen (15) minutes or more, due to the absence or tardiness of the assigned officials or scorekeeper, CCAOA forfeits any and all fees for that game if it is played. CCAOA shall forfeit any and all fees if the game is rescheduled to a later date due to the absence or tardiness of the officials or scorekeeper.

h. In the event another game is scheduled immediately following the game that was delayed due to the absence or tardiness of the official or scorekeeper scheduled to officiate the prior game, CCAOA shall forfeit any and all fees for the subsequent game if it is played and CCAOA shall forfeit any and all fees if the subsequent game is rescheduled at a later date due to the absence or tardiness of the prior game's official or score keeper.

6. Clinics.

a. *Sports Officials Clinic.* CCAOA shall conduct a Sports Officials Clinic prior to each athletic season. The Clinic shall teach the local rules of each particular sport for which the individual is to officiate.

b. *Coaches Clinic.* CCAOA shall conduct a preseason Coaches Clinic for all persons desiring to coach a particular sport. This clinic shall inform the participants of the rules for the specific sport for which he or she will be coaching. If a potential coach is unable to attend the preseason Coaches Clinic, CCAOA shall conduct a Coaches Clinic during its Sports Officials Clinic.

7. Officials and Scorekeepers. All officials and scorekeepers provided by CCAOA to the City shall be trained by CCAOA through its Sports Officials Clinic and each official or scorekeeper shall be certified by CCAOA stating that each official or scorekeeper has successfully completed the CCAOA's Sports Officials Clinic. This certification shall be given to CCPARD prior to any official or scorekeeper officiating any City athletic event. Any individual who does not attend or successfully complete the Officials Clinic shall not officiate any CCPARD sport.

8. Copies of Local Rules. CCPARD shall provide a copy of the local rules to CCAOA as soon as they are available. If CCPARD modifies any local rules for a sport, CCPARD shall provide a written copy of the modification to the president of CCAOA within forty-eight (48) hours. CCPARD shall include an explanation of the change and an interpretation of the modification that is not self-explanatory.

9. Duties of Officials. The official(s) shall maintain control and order of the game including coaches and players. The City shall be responsible for keeping each official who is performing his or her duties from potential harm from the coaches and players. The City's responsibility to keep an official from potential harm includes upholding an official's ruling to remove coaches and/or players from the game and the premises of the sporting event.

10. Complaints. Complaints involving an official provided by CCAOA must be submitted in writing to CCPARD within seventy-two (72) hours of the occurrence. CCPARD shall forward a copy of the complaint to CCAOA. Both CCPARD and CCAOA shall review the complaint and reach a decision on corrective action as appropriate. In the event CCPARD and CCAOA cannot reach a mutual agreement as to the complaint, then the president of CCAOA and the CCPARD director shall meet and attempt to reach a decision concerning the complaint. If CCAOA's president and CCPARD director cannot resolve the complaint, CCPARD may suspend any official and/or scorekeeper from working any CCPARD games remaining for that particular sport. CCAOA may submit a written request to CCPARD for reinstatement of the suspended official and/or scorekeeper after the particular sport that the official and/or scorekeeper were officiating has ended.

11. Protested Games. In the event a game is protested, a Protest Committee shall be selected and convened by CCPARD. The Protest Committee shall have a minimum of three (3) members. One (1) member of the Protest Committee may be a CCAOA official, not involved in the protested game. A protested game shall only be replayed if the Protest Committee upholds the protest. The Protest Committee's ruling is final.

12. Initial Term. The term of this Agreement shall be for a period of one (1) year, beginning _____, 2010 and ending on October 1, 2011 unless terminated earlier by agreement, or by a breach of any terms or conditions of this Agreement by either party.

13. Termination.

a. This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Within the first thirty (30) days of the sixty (60) day termination period, both parties may attempt to negotiate and correct the problem or problems in order to avoid termination of this Agreement. If the problem or problems are not resolved within the first thirty (30) days of the sixty (60) day termination period, the president of CCAOA and the City Manager may attempt to reach a solution of the problem or problems to prevent the termination of this Agreement. If the problem or problems are not resolved by the sixtieth (60th) day of the written notice of termination, this Agreement shall be null and void.

b. In the event that CCPARD changes its athletic program structure such as, but not limited to, age groups or type of sport, this Agreement shall become null and void only for that portion of the athletic program that was changed. A new Agreement concerning only the modified program shall be negotiated between the parties hereto.

14. Option to Renew. City and CCAOA have the option to renew this Agreement for two (2) consecutive one (1) year terms upon conditions mutually agreed to at that time by the governing bodies or boards of both the City and CCAOA. The option to renew requires the City and CCAOA to endorse the “Option to Renew” portion at the end of the Agreement.

15. Entire Agreement. This Agreement with the attached Exhibit “A” is the entire agreement between the parties hereto and is the sole and only agreement between the City and CCAOA. This agreement incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this Agreement in connection with this Agreement. If any provisions in this Agreement conflict with any provisions in any other instrument, the provisions in this Agreement, including Exhibit “A” shall prevail.

16. Binding Effect. All terms, covenants and conditions contained within this Agreement shall apply to, bind, inure to the benefit of, and be exercised by the parties hereto and their respective heirs, executors, administrators, successors in interest and assigns, except as otherwise expressly provided herein.

17. Amendments. Both parties agree that no amendment, modification or alteration of the terms of this Agreement shall be binding unless reduced to writing, dated subsequent to the date of this Agreement, and duly executed by the parties hereto.

18. Notices. Notices given pursuant to the provisions of this Agreement, or necessary to carry out its provisions, shall be in writing, and delivered personally to the person to whom the notice is to be given, or given by certified or registered mail return receipt requested, addressed to the proper party. The parties' addresses for this purpose are as follows:

City of Copperas Cove	Copperas Cove Athletic Officials Association
P. O. Drawer 1449	707 S. 15th Street
Copperas Cove, TX 76522	Copperas Cove, TX 76522
Attn: City Manager	Attn: President

19. Governing Law and Venue. The parties hereto agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this lease. Venue for any action involving this Agreement shall be in the courts of Coryell County, Texas.

20. Severability. Each and every covenant and obligation contained in this Agreement is and shall be construed to be a separate and independent covenant and obligation. If any term or provision of this Agreement, or its application to any person or circumstances shall to any extent be held invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby, and each and every other term and provision shall be enforced to the fullest extent permitted by law as if the invalid, illegal, or unenforceable provision had never been included in this Agreement.

21. Construction and Interpretation. Each party has carefully read this entire Agreement, and understands the meaning and effect of each and every provision contained herein. Each party executes this Agreement freely and voluntarily, and only after first having obtained (or having had a reasonable opportunity to obtain) competent legal advice. The parties thus agree that the construction and interpretation of the terms of this lease the rule of construction that a document is to be construed most strictly against the party who prepared same shall not be applied, it being agreed that the Agreement should be construed fairly and simply and not strictly against either party.

22. Time of the Essence. The parties agree that time is of the essence in the performance of this Agreement.

23. Independent Contractor. It is expressly understood and agreed that the employees, servants and agents of the CCAOA are not employees, servants or agents of the City and that the CCAOA is deemed an independent contractor and the City is in no way responsible for the negligent and intentional acts or omissions of the CCAOA, its employees, officers, volunteers, servants, agents, licensees or invitees.

24. Authorized Signatures. The persons signing this Agreement on behalf of the parties hereto certify that they are duly authorized to sign this Agreement on behalf of said parties.

25. Compliance With Laws. The parties hereto mutually agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations in performance of their obligation pursuant to this Agreement.

26. Discrimination Prohibited. The parties hereto mutually agree to adhere to all federal, state and local laws and regulations prohibiting discrimination. The parties agree that they shall not discriminate against a participant in any of the programs described above because of race, color, religion, national origin, sex, sexual preference, sexual orientation, height, weight or beliefs.

IN WITNESS WHEREOF, the parties have fully executed this Agreement on this the ___ day of _____ 2010.

CITY OF COPPERAS COVE	COPPERAS COVE ATHLETIC OFFICIALS ASSOCIATION
By: _____	By: _____
Andrea Gardner, City Manager	MITCHELL LOFTON, President
ATTEST:	ATTEST:
_____	_____
Jane Lees, City Secretary	SAMANTHA PETERS, Secretary

Option to Renew

IN WITNESS WHEREOF, the parties have opted to renew this Agreement through September 30, 2011, on this the _____ day of _____ 2010.

CITY OF COPPERAS COVE

By: _____
Andrea Gardner, City Manager

ATTEST:

_____
Jane Lees, City Secretary

COPPERAS COVE ATHLETIC OFFICIALS ASSOCIATION

By: _____
MITCHELL LOFTON, President

ATTEST:

_____
SAMANTHA PETERS, Secretary

IN WITNESS WHEREOF, the parties have opted to renew this Agreement through 30 September 2011, on this the _____ day of _____ 2010.

CITY OF COPPERAS COVE

By: _____
Andrea Gardner, City Manager

ATTEST:

_____
Jane Lees, City Secretary

COPPERAS COVE ATHLETIC OFFICIALS ASSOCIATION

By: _____
MITCHELL LOFTON, President

ATTEST:

_____
SAMANTHA PETERS, Secretary

EXHIBIT "A"

Fee Schedule

Sport	# of Officials	Fee Per Official	# of Scorekeepers
Basketball			
Pee wee	1	$15.00	N/A
Junior	1	$15.00	1 at $8.00
Intermediate	2	$15.00	1 at $8.00
Senior	2	$15.00	1 at $8.00
Tackle Football			
8-10 Age Group	3	$27.50	N/A
11-12 Age Group	3	$27.50	N/A
Flag Football			
Pee wee	1	$15.00	N/A
Junior	2	$15.00	N/A
Intermediate	2	$15.00	N/A
Senior	2	$15.00	N/A
Soccer			
Pee Wee	1	$15.00	N/A
Junior	2	$15.00	N/A
Intermediate	2	$15.00	N/A
Senior	2	$15.00	N/A
Baseball			
T-ball	1	$15.00	N/A
Machine Pitch	1	$15.00	1 at $8.00
Senior Midget	2	$22.50	1 at $8.00
Freshman	2	$22.50	1 at $8.00
Junior	2	$22.50	1 at $8.00

Baseball fees based on minimum 1.5 hour games. $15.00 per plus 7.50 per ½ hour.

Softball			
Youth	2	$15.00	1 at $8.00
Adult	2	$15.00	1 at $8.00

Assignment Secretary Fee: $10.00 will be paid for each two (2) week invoice submitted.

Protested Game: Officials and scorekeepers fees shall only be paid for the originally scheduled game of any game, or portion of a game, replayed due to a protest that is upheld by a Protest Committee.

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. G-5

Contact – J. Mike Baker, Fire Chief/EMC, 547-2514
mbaker@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action authorizing the City Manager to execute a Memorandum of Agreement with the Texas Department of State Health Services for personnel assets in the event of a pending or actual disaster.**

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1. BACKGROUND/HISTORY

The purpose of the Memorandum of Agreement (MOA) is to establish a mechanism whereby certified Emergency Medical Service (EMS) personnel and emergency response personnel may be deployed to provide emergency medical care without an accompanying ambulance unit in a pending or actual disaster.

2. FINDINGS/CURRENT ACTIVITY

Currently, the City has in place a similar agreement should the State request an ambulance staffed with personnel for potential or actual disasters. The agreement would work in the same manner but would be utilized if only manpower assets were needed.

3. FINANCIAL IMPACT

There is no cost to the City as a result of approval of the MOA. Initial staffing and backfill of personnel may result due to deployment. However, all costs with staff payroll, overtime, backfill overtime, and wear & tear of City owned vehicles and equipment will be reimbursed within 30 days of submittal of reimbursement paperwork after demobilization.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends authorizing the City Manager to execute a Memorandum of Agreement to help ensure the safety of all citizens of the State of Texas, and to enable funding reimbursement to the City of Copperas Cove for any and all expenses incurred due to deployment.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

DAVID L. LAKEY, M.D.
COMMISSIONER

1100 W. 49th Street • Austin, Texas 78756
1-888-963-7111 • http://www.dshs.state.tx.us
TDD: 512-458-7708

EMS/MOA/EMT-0350.1
Memorandum of Agreement to provide Emergency Medical Service and Emergency Response Staff in a Pending or Actual Disaster
Between:
The Department of State Health Services (DSHS) and
DSHS Licensed EMS Providers,
Texas Commission on Fire Protection Fire Departments, and
EMS Trauma Regional Advisory Councils

1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby certified Emergency Medical Service (EMS) personnel, emergency response personnel, and Nurses may be deployed to provide emergency medical care without an accompanying ambulance unit in a pending or actual disaster. These services may include but are not limited to: providing emergency medical care on buses used for evacuation, providing field supervision of deployed EMS vehicles and/or EMS personnel, and/or providing coordination of EMS vehicles and EMS personnel deployed by a Disaster District Committee (DDC), DSHS Health Service Region(s), or other assignments deemed appropriate by the Department of State Health Services.

2. Description

The Department of State Health Services intends to enter into MOAs with DSHS licensed EMS providers, Fire Departments and EMS Trauma Regional Advisory Councils (Provider) to provide emergency response and EMS personnel, employed by or affiliated with that Provider, to support an evacuation in a pending or actual disaster, or as needed to respond to other events. The following list is representative of, but not limited to, the principle tasks DSHS certified/licensed EMS personnel and/or emergency response personnel might be activated to accomplish:

a. Provide Emergency medical care on buses designated to evacuate individuals with medical special needs (estimated to be from 2 to 5 EMS personnel and nursing staff per bus). Bus evacuees will primarily be from hospitals, nursing homes, or the general public who have special medical needs and require medical oversight during evacuation but do not meet ambulance transport criteria.
b. Provide field supervision and management of approximately 5-7 deployed EMS ambulance vehicles, staffed with EMS personnel, and will be reporting

to the appropriate Incident Command structure.

c. Act as Regional EMS Coordinators who will serve at any level in the Governor's Division of Emergency Management Incident Command structure as assigned. This could include an air/ground coordination team in a DDC, the State Operations Center, a Regional Medical Operations Center, or in the disaster zone and will be responsible for managing strike team leaders, task forces, and some individual EMS vehicles and/or EMS personnel. .

3. Deployment Activation

This agreement may be activated only by written notification by the designated DSHS Incident Commander or his/her designees. Deployment activation, pursuant to this MOA, may occur at any time, day or night including weekends and or holidays only after an official written and signed notification of deployment letter has been sent via fax or e-mail to the DSHS licensed EMS provider, Fire Department, or EMS Trauma Regional Advisory Council (RAC), aka – Provider, with the official deployment packet of documents/forms to be utilized during the mission deployment.

Upon acceptance of deployment activation, the Provider must have the requested personnel/team in route (at numbers and qualification levels set forth in the DSHS deployment notification) to the designated mission within eight (8) hours from the time it receives the official deployment notification from DSHS. For reimbursement purposes, the mission will start when the Provider personnel leaves their home base and will conclude at the time the deployed personnel returns to their home base after DSHS issues a demobilization order or the terms of the deployment authorization have been met.

The Provider may increase or decrease the number of estimated staff identified in section 7 prior to acceptance of the deployment activation. Any change in the estimated number or qualification levels of the of EMS personnel that it can provide (in Section 7 below) must be made in writing and sent by the Provider to the EMS & Trauma Systems Office of DSHS prior to deployment activation.

4. Terms

a. This agreement shall be in effect from the date of execution through August 31, 2014.
b. The DSHS licensed EMS, Fire Department, and RAC provider must have at least 12 months of continuing experience providing local emergency medical services to live human beings in the State of Texas.
c. The Provider must maintain a business office within the boundaries of the State of Texas.
d. The Provider and its deployed emergency response personnel must abide by all federal, state, and local laws, including all DSHS EMS licensing and certification requirements.
e. The provider will only deploy staff upon receipt and under the terms of the official deployment notification(s) as described in Section 3.
f. For personnel with responsibility to provide Medical Incident Support Team (MIST) expertise, the Provider must provide personnel that possess the necessary skills and expertise in emergency management and that have taken the MIST training sponsored by DSHS.
g. For personnel with direct responsibility to provide medical care and support, the Provider will only deploy staff that are currently DSHS

certified as an EMT-Paramedic, EMT-Basic, EMT-Intermediate, or licensed as a Paramedic or Nurse and who have no disciplinary actions pending or who are not under investigation.

h. The Provider shall deploy the EMS personnel, ordered by the DSHS deployment notification in configurations, numbers and qualification levels designated by the DSHS notification.
i. Medical supervision of the EMS personnel that a provider deploys for a mission will be the responsibility of the EMS provider's medical director. Deployed EMS personnel will follow the medical protocols of their medical director.
j. The Provider must assure detailed records of expenditures and time spent by deployed staff are complete, accurate, and have adequate supporting documentation.
k. Deployed EMS personnel will be required to be self-sufficient for the length of their deployment and should be aware that they could be living in field conditions. The following items are suggested as part of deployment 'go kit', but the list should not be considered exhaustive:
l. Cell phone and charger;
    i. Cash and credit card to purchase food and lodging;
    ii. Extra clothes;
    iii. Extra expendable medical supplies at the appropriate level of care;
    iv. Food and water; and
    v. Sleeping bags.
m. The Provider and its deployed EMS personnel must ensure that all deployed EMS personnel will carry on their persons their individual DSHS issued EMS certification or license cards and a form of picture identification with them at all times throughout deployment.
n. The Provider and its EMS personnel that it deploys are independent contractors and have no right to claim from DSHS or the State of Texas for any medical injuries that they might incurred during a mission or for State subrogation to any tort or other claims filed against them as a result of their activities during a mission. DSHS or the State of Texas do not waive any immunities from suit or liability that they have by operation of law.

5. Funding

In the event that this agreement is activated in response to a pending or actual disaster, the provider may invoice DSHS as follows:

a. Providers (ie. "EMS Volunteer Provider") without regularly paid staff:
    - Labor rate a minimum of $20.00 for paramedic, $17.00 minimum for EMT intermediate, and $13.50 minimum for EMT basic for each hour the staff are deployed plus overtime at 1 ½ times the established rate for any hours worked over 8 within each 24 hour period.
    - No fringe benefit cost will be reimbursed.
    - Actual cost for food not to exceed $36 per person per each 24 hour period of deployment or part thereof.
    - Actual cost for lodging not to exceed $85 per day per person.

- Personal mileage from home to deployment site and return at a rate per mile as published by the Comptroller for the time period specified or other specific travel costs (airline travel, rental vehicle, parking, etc).

b. Providers with paid staff:
   - Actual hourly labor cost of deployed staff plus fringe benefits.
   - Actual cost for food not to exceed $36 per person per each 24 hour period of deployment or part thereof.
   - Actual cost for lodging not to exceed $85 per day per person.
   - Personal mileage from home to deployment site and return at a rate per mile as published by the Comptroller for the time period specified or other specific travel costs (airline travel, rental vehicle, parking, etc).
   - The overtime cost of EMS and emergency response personnel required to fill the regular schedule shift at its home base stations that were vacated by its EMS personnel that it deployed on the mission.

c. Vehicles
   - Provider-owned vehicles that will be used during deployment for field supervision or team leaders will be reimbursed at $9.75 per hour plus the mileage rate currently in effect at the time of deployment as published by the State Comptroller's office.
   - Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed.
   - Support trailers or provider owned vehicles that are not supervisor vehicles that may be used by deployed personnel if approved on the activation order by DSHS shall be reimbursed at the current FEMA published rate plus the mileage rate (if applicable) currently in effect at the time of deployment as published by the State Comptroller's Office.

6. Method for reimbursement

a. DSHS will provide a method for submitting the required information for invoicing as part of the deployment notification.
b. The Provider must submit accurate paperwork, documentation, receipts and invoices to DSHS within 21 days after demobilization.
c. If DSHS determines that the provider has met all requirements for reimbursement, DSHS will reimburse provider within 30 days of receiving a properly executed and accurate invoice with the required paperwork and documentation. DSHS reserves the right to audit the provider's records to confirm all charges on invoices submitted to DSHS.
d. DSHS reserves the right to increase rates specified in section 5 at its sole discretion. Applicant agrees to accept rate increases, if and when set. Notification of rate increases shall be posted on the Electronic State Business Daily (ESBD).

7. Staff estimates

In order for DSHS to properly plan for staff availability for disaster response, the provider estimates the following staff who could be made available by the provider:

#

- EMT-Paramedics or Licensed Paramedics _____2____
- EMT-Intermediates _____
- EMT-Basics _____2____
- Ambulance Strike Team Leaders _____2____
- Regional EMS coordinators _____
- Ambulance Staging Manager _____1____
- MIST Team Qualified _____

8. Contract Claims

In the event of a breach of contract claim against DSHS is made by the Provider, the statutory process under the Texas Government Code Chapter 2260 will be used.

9. Acceptance of Agreement

A Provider offering to enter into this MOA shall fully complete this MOA with the information requested herein, sign two originals of a fully completed MOA, and send both via regular U.S. mail or overnight courier to:

FAX
Attention: Contract Management Unit
Room W-239; Mail Code: 1990Texas Department of State Health Services
1100 West 49th Street
Austin, Texas 78756

In addition, a copy of the MOA, signed and fully completed by the Provider, shall also be faxed to (512) 458-7211.

As noted by the signature (below) of the EMS Provider or its authorized agent, the Provider agrees to accept the terms and conditions as set forth in this agreement, agrees to abide by the requirements for reimbursement and waives the right to file a claim to be reimbursed for any amounts above the payment schedule amounts, as outlined herein. All amendments to this MOA must be in writing and agreed to by the Provider and DSHS.

Provider name _____

Business address _____

Phone # _____

Fax # _____

E-mail _____

Provider contact name _____

Contact phone # _____

Contact fax # _____

Contact cell # _____

Contact e-mail _____

Signature of Provider or Authorized Agent _____

Printed name _____

Title _____

Date _____

Signature: _____

Printed Name: Bob Burnette

Title: Director, DSHS Client Services Contracting Unit

Date: _____

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. G-6

Contact – J. Mike Baker, Fire Chief/EMC, 547-2514
mbaker@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on authorizing the City Manager to execute a Memorandum of Agreement with the Central Texas Regional Advisory Council (CTRAC) for apparatus personnel assets in the event of a disaster.**

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1. BACKGROUND/HISTORY

The purpose of the Memorandum of Agreement (MOA) is to establish a mechanism whereby emergency response personnel and ambulances may be deployed to provide emergency medical care in the event of a disaster that has overwhelmed the requesting agencies capabilities.

2. FINDINGS/CURRENT ACTIVITY

Currently, the City has a similar agreement in effect should the State request an ambulance staffed with personnel for potential or actual disasters. The agreement would be similar on a smaller, regional level.

3. FINANCIAL IMPACT

The financial impact would be similar to that of normal ambulance operations. As part of the agreement any agency transporting patients would bill under the agency's billing standards in place to recoup any costs associated with treating and transporting patients. Should Copperas Cove be the requesting agency all incoming medical providers would bill the patients per the agency's normal routine with no cost to the City of Copperas Cove.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends authorizing the City Manager to execute the Memorandum of Agreement to help ensure the safety of the citizens in the City's regional trauma area and to assist Copperas Cove with similar assets should the disaster happen within the City's jurisdiction.

Central Texas Regional Advisory Council (CTRAC)
TSA-L

Emergency Medical Services/Patient Transport Mutual Aid Memorandum of Understanding

I. Introduction and Background

As in other parts of the nation, Trauma Service Area L (Bell, Coryell, Hamilton, Lampasas, Milam and Mills counties) is susceptible to disasters, both natural and man-made, that could exceed the resources of any individual Emergency Medical Service. A disaster could result from incidents generating an overwhelming number of patients, a smaller number of patients with specialized medical requirements (i.e. acts of terrorism or mass casualty incidents, etc.) or from incidents such as an internal disaster at a healthcare facility requiring partial or complete evacuation.

II. Purpose of Mutual Aid Memorandum of Understanding

The mutual aid support concept is well established and considered "standard of care" in most emergency response disciplines. The purpose of this mutual aid support agreement is to aid TSA-L Pre-hospital care provider agencies with fostering communications, and sharing of resources, personnel, and equipment to effectively manage a disastrous event.

This Mutual Aid Memorandum of Understanding (MOU) is a voluntary agreement among TSA-L Emergency Medical Service Agencies, Aero-Medical Support Services, and any other provider of patient transportation (such as Transit Authorities, Senior Services, etc.) for the purpose of providing mutual aid at the time of a disaster. For the purpose of this MOU, a disaster is defined as a catastrophic incident that exceeds the effective response capability of the healthcare community. An incident of this magnitude will almost always involve multiple emergency management, healthcare agencies, and local/regional public health. This MOU assumes that each affected agency's emergency management plan has been fully implemented.

It is expressly understood that any Mutual Aid extended under this agreement is furnished in accordance with the "Texas Disaster Act" and other provisions of law, and except as otherwise provided by law; the responsible local official in whose district an incident requiring Mutual Aid has occurred shall remain in charge at the incident, to include the direction of personnel and equipment provided to him/her through the operation of this agreement.

III. Definition of Terms

Agreement – this Mutual Aid Memorandum of Understanding

Assisting Agency – agency providing equipment, supplies, services and/or personnel to the requesting agency.

Disaster – an overwhelming emergency incident either natural or manmade that exceeds the effective response capability.

Emergency Incident – any occurrence, whether natural or manmade, in war or in peace, which results in substantial injury or harm to the population.

Mutual Aid – includes, but not limited to, such resources as equipment, supplies, services, and personnel.

Requesting Agency – the agency requesting aid in the event of a disaster or emergency incident.

IV. Agency Emergency Management Plan

Each agency shall develop and maintain an emergency response plan for its designated response area to provide for emergency and/or disaster mitigation, preparedness, response, and recovery, in accordance with Chapter 418 of the Texas Government Code. The emergency plan shall incorporate the use of available resources, including personnel, equipment and supplies, necessary to provide and/or receive Mutual Aid.

V. Activation of the Mutual Aid Memorandum of Understanding

This MOU may be activated by the Director of the affected agency, or his/her designee making the request for Mutual Aid after he/she has the determination:

A. Any emergency that exceeds local capabilities; and/or
B. The occurrence of a catastrophic event that has exceeded or is predicted to exceed response capabilities.

VI. Procedures for Requests and Provisions of Mutual Aid

The Director or his/her designee may request Mutual Aid Assistance by:

- Submitting a written request for assistance to an Assisting Agency.
- Orally communicating a request for Mutual Aid assistance from an Assisting Agency, this shall be followed by a written request within 24 hours.

Mutual Aid shall not be requested by an Agency unless directly related to the Disaster or Emergency Incident, and resources available from normally responding agencies to the affected area are deemed to be inadequate, or are predicted to be expended prior to the resolution of the incident.

The local Director or his/her designee must make all requests for Mutual Aid assistance.

A. Requests Directly to the Assisting Agency:

The requesting Agency may directly contact the Director of the Assisting Agency, or his or her designee and provide the necessary information as described in Section V. i, ii.

B. Required Information by Requesting Agency:

1. A general description of the event, injuries sustained, or threatened;
2. Identification of the emergency service function or functions for which assistance is needed;
3. The amount and type of personnel, equipment, supplies needed and a reasonable time estimate of the time each will be needed; and
4. The location(s) which the resources are to be dispatched; and
5. The name and contact information of a representative of the Requesting Agency to meet the personnel and equipment of any Assisting Agency to which resources are dispatched.

C. Assessment of Availability of Resources and Ability to Render Assistance:

1. When contacted by a Requesting Agency, the Director or his/her designee agrees to assess local resources to determine the availability of personnel, equipment, supplies, and other assistance based on current or anticipated needs.

2. The Assisting Agency(s) shall render assistance to the extent that personnel, equipment, supplies, and/or other requested resources are deemed available.

3. No Agency shall be required to provide Mutual Aid unless it determines that it has sufficient resources to do so based on current or anticipated events within its own response district.

D. Information Required of the Assisting Agency:

1. A Director of his/her designee who determines that the Assisting Agency has available personnel, equipment, or other resources, shall

notify the Requesting Agency and provide the following information, to the extent known:

a. A complete description of the personnel and their expertise and capabilities, equipment, and other resources to be furnished to the Requesting Agency;
b. The estimated length of time the personnel, equipment, and other resources will be available;
c. The name of the person or persons to be designated as supervisory personnel; and
d. The estimated time of arrival for the assistance to be provided at the designated location.

E. Supervision and Control

1. When providing assistance under the terms of this agreement, the personnel, equipment, and resources of any Assisting Agency will be under the operational control of the Requesting Agency, the response effort to which SHALL be organized and functioning within the National Incident Management System (NIMS).

2. Direct supervision and control of personnel, equipment, and resources and personnel accountability shall remain with the designated supervisory personnel of the Assisting Agency.

3. The designated supervisory personnel of the Assisting Agency shall:

   a. maintain daily personnel time records;
   b. documentation of materials and supplies expended;
   c. a log of equipment hours, if applicable;
   d. be responsible for the operations and maintenance of the equipment and other resources furnished by the Assisting Agency.

4. The Assisting Agency's personnel, equipment, and other resources shall remain subject to recall by the Assisting Agency at any time, subject to reasonable notice to the Requesting Agency.

F. Mutual Aid Plan

1. By the signatures below, each Agency certifies that it will provide Mutual Aid assistance in accordance with the Central Texas Regional Advisory Council Mutual Aid MOU.

2. Each Agency will incorporate this TSA-L Mutual Aid MOU into their Emergency Response Plan, which shall specify those positions authorized to activate this agreement.

G. Food, Housing, and Self-sufficiency

1. Unless specifically instructed otherwise, the Assisting Agency shall maintain the responsibility of providing food and housing for the personnel of the Assisting Agency from the time of arrival at their designated location to the time of their departure.

2. Assisting Agency personnel and equipment should be, to the extent possible, self-sufficient while working in the Emergency Incident or Disaster area. The Requesting Agency maintains the option to specify only self-sufficient personnel and resources at the time of the request for assistance.

H. Communications

1. Unless specifically instructed otherwise, the Requesting Agency will maintain the responsibility for coordinating communications between personnel of the Assisting Agency and the Requesting Agency.

2. Assisting Agency personnel should be prepared to maintain their own communications equipment to sufficiently maintain communications among their respective operating units.

3. Requesting Agency shall request Regional Mobile Communications resources as needed.

I. Rights and Privileges

1. Personnel who are assigned to respond to, or designated by their governing agency to perform duties pursuant to this Mutual Aid MOU shall continue to receive the following for performance of services as though the service had been rendered within the response district where the personnel are regularly employed.

    a. the same wages, salary, pension, compensation, and benefits;
    b. injury and death benefits;
    c. disability payments; and
    d. worker's compensation benefits

J. Terms of Deployment

1. The initial duration of the request for assistance will be specified by the Requesting Agency, to the extent possible, dependant upon the nature of the Emergency Incident or Disaster.

K. Incident Summary Report

1. Within ten working days of the return of all personnel deployed under this Mutual Aid MOU, the Requesting Agency will prepare an After Action Event Summary Report, and provide a copy to each Assisting Agency.

2. The After Action Event Summary Report shall, as a minimum, include:

    a. chronological listing of events
    b. description of personnel, equipment, and other resources provided by one Agency to another.

VII. Costs

1. All costs associated within the provisions of the Mutual Aid MOU shall be the responsibility of the Assisting Agency; including but not limited to:

    a. compensation for personnel;
    b. operation and maintenance of equipment;
    c. medical expenses,
    d. food and lodging; and
    e. transportation expenses

2. The Assisting Agency shall be responsible for creating and maintaining a record of all costs incurred, both reimbursed and un-reimbursed, for a period of three years.

3. An Agency that transports a patient has the right to bill the patient transported in that Agency vehicle.

4. All Agencies acknowledge that un-reimbursable costs incurred may not be reimbursable with any available state or federal funds.

VIII. Insurance

A. Workers' Compensation Coverage

1. Each Agency shall be responsible for:

    a. its own actions and those of its employees; and
    b. for complying with the Texas Workers' Compensation Act

B. Automobile Liability Coverage

1. Each Agency is responsible for its own actions and for complying with the Texas motor vehicle financial responsibility laws.

C. General Liability

1. To the extent permitted by law, each Agency shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to, arising out of, or in any way connected with its own actions, and the actions of its personnel in providing Mutual Aid assistance, rendered or performed under the terms of this Mutual Aid MOU.

IX. Waiver of Claims Against Agencies; Immunity Retained

Each Agency waives all claims against other Agencies for compensation for loss, damage, personal injury, or death occurring as a consequence of this Mutual Aid MOU, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Agency.

No Agency waives or relinquishes any immunity or defense on behalf of itself, its officers, employees, and/or agents as a result of Section IX.A., or its execution of this Mutual Aid MOU and the performance of the services and assistance contained herein.

X. Entirety

This Mutual Aid MOU contains all commitments and agreements of the Agencies with respect to the Mutual Aid to be rendered here under during or in connection with an Emergency Incident or Disaster.

No other oral or written commitments of the Agencies with respect to Mutual Aid under this MOU shall have any force or effect if not contained herein, except as provided in Section XIII below.

XI. Severability

If a provision contained in this Mutual Aid MOU is held invalid for any reason, the invalidity does not affect other provisions of this document that can be given effect without the invalid provision, and to this end the provisions of the MOU are severable.

XII. Term

A. The terms of this Mutual Aid MOU shall become effective upon the date of the Agency's administrative signature and shall continue in force and remain binding on each Agency for a period of 24 months.

B. This Memorandum of Understanding shall renew automatically for two years terms, upon completion of the initial term and each subsequent term until such time as the governing body of the Agency terminates its participation in this MOU pursuant to Section IXX of this document.

C. Termination of participation by an Agency or Agencies shall not effect the continued operation of this Mutual Aid MOU between and among the remaining Agencies.

XIII. Amendment(s)

This Mutual Aid MOU may be amended only by the mutual written consent of the participating Agencies.

IVX. Termination

Any Agency may, at any time, by 30-day written notice to all other participating Agencies, decline to participate in the provision of this Mutual Aid MOU.

The termination of participation in this Mutual Aid MOU by one or more Agencies shall not affect the operations of this MOU between the other participating Agencies.

TSA-L

Emergency Medical Services/Patient Transport Mutual Aid Memorandum of Understanding

Signature Page

By signing this Mutual Aid Memorandum of Understanding the undersigned Agency Administrator is evidencing intent to use best reasonable efforts to abide by the terms of this document in the event of an Emergency Incident or Disaster. The terms of this Mutual Aid Memorandum of Understanding are to be incorporated into the Agency's emergency management plan.

This MOU is effective upon the date of administrative signature.

An Agency may rescind its intent to participate within the scope of this agreement with a 30-day written notice to the TSA-L Central Texas Regional Advisory Council and all participating Agencies.

Any problems or issues that arise with respect of this agreement will be resolved at the lowest level possible, or with third party arbitration, if necessary.

American Medical Response	Byron Sedlacek /OPS/Sup	5/27/09
	Printed Name	Date
City of Belton Fire/EMS	SAM A. LISTI CITY MGR	6/25/09
	Printed Name	Date
Capital Ambulance		
	Printed Name	Date
Carl R. Darnall Army Medical Center EMS		
	Printed Name	Date
Central Texas Regional EMS	Michael Ingrabach	5-27-09
	Printed Name	Date
City of Copperas Coye Fire/EMS		
	Printed Name	Date
Coryell Memorial Healthcare System EMS	Jeffrey A. Mincy	6-24-09
	Printed Name	Date
Hamilton EMS	Richard Stout	5/27/09
	Printed Name	Date
City of Harker Heights Fire/EMS		
	Printed Name	Date
City of Killeen Fire/EMS		
	Printed Name	Date
Lifestar/Air Evac		
	Printed Name	Date
Mills County EMS		
	Printed Name	Date
PHI/STAT Air		
	Printed Name	Date
Scott & White EMS	JAMES J MIARA	5-11-09
	Printed Name	Date
City of Thorndale EMS	DARELL TOWERY	4/16/10
	Printed Name	Date
Central Texas RAC	Danielle Lissberger	4/28/10
	Printed Name	Date

Department of Emergency Medicine
Carl R. Darnall Army Medical Center
Phone: (254) 288-8306 - 8303 Fax: (254) 286-7055

FACSIMILE TRANSMITTAL SHEET

TO: DANIELLE	FROM: LAURIE
ORGANIZATION: CTRAC	DATE: 02 SEP 09
FAX NUMBER: 254-770-2385	TOTAL NO. OF PAGES INCLUDING COVER: 2
PHONE NUMBER:	SENDER'S PHONE NUMBER: 254-535-4557
	SENDER'S FAX NUMBER: 254-288-8999
RE: MOU	

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

<on a signed seperate page>

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American Medical Response	Printed Name	Date
City of Belton Fire/EMS	Printed Name	Date
Capital Ambulance	Printed Name	Date
Carl R. Darnall Army Medical Center EMS	Stephen R Beckwith	9/2/9
Central Texas Regional EMS	Printed Name	Date
City of Copperas Cove Fire/EMS	Printed Name	Date
Coryell Memorial Healthcare System EMS	Printed Name	Date
Hamilton EMS	Printed Name	Date
City of Harker Heights Fire/EMS	Printed Name	Date
City of Killeen Fire/EMS	Printed Name	Date
Lifestar/Air Evac	Printed Name	Date
Mills County EMS	Printed Name	Date
PHI/STAT Air	Printed Name	Date
Scott & White EMS	Printed Name	Date
City of Thorndale EMS	Printed Name	Date
Central Texas RAC	Printed Name	Date

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-1

Contact – Polo Enriquez, Executive Director, 547-7874
polo.enriquez@copperascove-edc.com

SUBJECT: **Consideration and action on approval of the Copperas Cove Economic Development Corporation FY 2010-2011 Budget.**

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1. BACKGROUND/HISTORY

Attached is the CCEDC's FY 2010-2011 Budget. The Budget is submitted to the City Council for approval per the provisions of Section 21 of the Development Corporation Act.

2. FINDINGS/CURRENT ACTIVITY

The proposed budget was presented to the CCEDC Board on July 22, 2010. The CCEDC Board approved the FY 2010-2011 Proposed Budget as presented.

3. FINANCIAL IMPACT

NONE

4. ACTION OPTIONS/RECOMMENDATION

CCEDC Board of Directors recommends approval of the CCEDC Budget for FY 2010-2011.

Copperas Cove Economic Development Corporation
. 2l·ℕŘ Approved Budget
Fiscal Year 20млπнлмм

				CCEDC	
				Approved Budget	
				2010-2011	
Fund Balance					
	Capital Project Funds			$	8,600.00
	Operating Fund			$	2,606,224.00
	Debt Service Fund (Reserve)			$	8,556.00
Beginning Fund Balance				**$**	**2,623,380.00**
Income					
	Income				
		Sales Tax		$	975,000.00
		Interest Earnings		$	10,000.00
		Digital Sign		$	24,000.00
Total Income				$	1,009,000.00
Beginning Fund Balance and Total Income				**$**	**3,632,380.00**
	Business Retention Program Services				
		Consultant/Contract		$	20,000.00
		Advertising		$	7,500.00
		Ft. Hood Government Exposition		$	500.00
	Total Business Retention			$	28,000.00
	General Administration				
		Audit/Financial Services		$	7,000.00
		Community Relations		$	13,500.00
		Technology Equipment			
			Equipment (was Hardware)	$	1,000.00
			Internet/Website	$	2,800.00
			Maintenance	$	7,500.00
			Software	$	1,500.00
		Consultants		$	5,000.00
		Copier Lease		$	4,000.00
		Subscriptions/Publications		$	7,500.00
		Office Equipment		$	1,000.00
		Furniture		$	3,000.00
		Insurance		$	10,000.00
		Legal		$	12,000.00
		Memberships/Dues		$	4,500.00
		Office Supplies		$	6,500.00
		Postage & Shipping		$	3,000.00
		Seminar/Training/Professional Development		$	8,000.00

Copperas Cove Economic Development Corporation
Board Approved Budget
Fiscal Year нлмлπнлмм

			Telephone	$	8,500.00
			Travel	$	7,500.00
	Total General Administration			$	113,800.00
	Digital Sign				
			Design Services	$	2,000.00
			Electric	$	6,000.00
			Maintenance	$	3,000.00
			Operating Equipment	$	2,000.00
	Total Digital Sign			$	13,000.00
	Building Services				
			Bldg. Improvements (Capital)	$	2,500.00
			Building Maintenance/Supplies	$	15,000.00
			Janitorial	$	8,000.00
			Utilities	$	15,000.00
	Total Building Services			$	40,500.00
	Debt Service				
			First National Bank- Spec. Bldg.	$	90,000.00
	Total Debt Service			$	90,000.00
	Personnel				
			Accrued Benefits/Educ. Assist.	$	1,500.00
			Relocation of Exec. Director	$	11,600.00
			Executive Director	$	90,000.00
			Marketing Director	$	45,300.00
			Office Manager	$	37,300.00
			Medical Plan/Emp. Insurance	$	20,000.00
			Unemployment Taxes	$	600.00
			Payroll Expenses	$	16,000.00
			Pension Plan	$	20,000.00
	Total Personnel			$	242,300.00
	Business Attraction				
			Branding		
				Go West Campaign	$ 7,000.00
				HOTDA Allowance	$ 50,000.00
				Prospect Generation Services	$ 8,500.00
				Joint Image Campaign	$ 8,000.00
				Regional Ad Campaign - FHER	$ 12,000.00
				Texas One	$ 1,000.00
				Team Texas	$ 3,000.00
			Total Branding		$ 89,500.00

Copperas Cove Economic Development Corporation
Board Approved Budget
Fiscal Year 2010-2011

Advertising and Marketing	$	30,000.00
Consultants	$	40,000.00
Demographics and Studies	$	5,000.00
Travel	$	30,000.00
Total Business Attraction (includes Branding)	$	194,500.00
Total Operating Expense	**$**	**722,100.00**
Capital Projects		
Architectural & Engineering	$	120,000.00
Incentives & Infrastructure Dev	$	500,000.00
Industrial Park Infrastructure	$	300,000.00
Extention of Constitution	$	1,300,000.00
Fence on Land Swap Property	$	80,000.00
Stoney Brook Infrastructure Reimbursement	$	224,000.00
Land Appraisal & Survey	$	25,000.00
Legal	$	40,000.00
Other/Contingency	$	50,000.00
Total Capital Projects	$	2,639,000.00
Net Income	**$**	**(2,352,100.00)**
Fund Balance		
Capital Project Funds	$	(2,630,400.00)
Operating Fund	$	2,887,124.00
Debt Service Fund (Reserve)	$	14,556.00
Ending Fund Balance	**$**	**271,280.00**

Passed and approved on the 22nd day of July, 2010.

Dan Yancey, Chairman

Jimmy Clark, Vice-Chairman

Ray Don Clayton, Secretary

Fred Chavez, Treasurer

Tom Boren, Director

Copperas Cove Economic Development Corporation
Board Approved 2010-2011 Budget
with Comparison to Approved 2009-2010 Budget and Reallocated 2009-2010 Approved Budget

	A	B	C	D	E	F	G	H
1						Approved		Board Approved
2					Approved Budget	2009-2010		Budget
3	2010-2011 Budget Categories				2009-2010	May Reall. Budget		2010-2011
4	Fund Balance							
5		Capital Project Funds			$ 500,000.00	$ 500,000.00		$ 8,600.00
6		Operating Fund			$ 1,351,613.64	$ 1,351,613.64		$ 2,606,224.00
7		Debt Service Fund (Reserve)			$ 8,000.00	$ 8,000.00		$ 8,556.00
8	Beginning Fund Balance				**$ 1,859,613.64**	**$ 1,859,613.64**		**$ 2,623,380.00**
9								
10	Income							
11		Sources of Income						
12			Sales Tax		$ 950,000.00	$ 950,000.00		$ 975,000.00
13			Interest Earnings		$ 10,000.00	$ 10,000.00		$ 10,000.00
14			Proj. Glc. Tax Credit Housing		$ 550,000.00	$ 550,000.00		$ -
15			Digital Sign		$ -	$ -		$ 24,000.00
16	Total Income				$ 1,510,000.00	$ 1,510,000.00		$ 1,009,000.00
17								
18	Beginning Fund Balance and Total Income				**$ 3,369,613.64**	**$ 3,369,613.64**		**$ 3,632,380.00**
19	Expenses							
20		Business Retention Program and Services						
21			Consultant/Contract		$ 27,000.00	$ -		$ 20,000.00
22			Retention Travel		$ 9,000.00	$ 500.00		$ -
23			Advertising		$ 1,000.00	$ -		$ 7,500.00
24			Ft.Hood Government Exposition		$ 1,500.00	$ -		$ 500.00
25			Trade Shows/Seminars		$ 1,000.00	$ -		$ -
26			Training Workshops		$ 1,000.00	$ -		$ -
27		Total Business Retention			$ 40,500.00	$ 500.00		$ 28,000.00
28								

Copperas Cove Economic Development Corporation
Board Approved 2010-2011 Budget
with Comparison to Approved 2009-2010 Budget and Reallocated 2009-2010 Approved Budget

	A	B	C	D	E	F	G	H
1						Approved		Board Approved
2					Approved Budget	2009-2010		Budget
3	2010-2011 Budget Categories				2009-2010	May Reall. Budget		2010-2011
29		General Administration						
30			Access Road		$ -	$ 14,500.00		$ -
31			Audit/Financial Services		$ 8,000.00	$ 8,000.00		$ 7,000.00
32			Community Relations		$ 13,500.00	$ 13,500.00		$ 13,500.00
33			Technology Equipment					
34				Equipment (was Hardware)	$ 1,000.00	$ 1,000.00		$ 1,000.00
35				Internet/Website	$ 2,800.00	$ 2,800.00		$ 2,800.00
36				Maintenance	$ 7,500.00	$ 7,500.00		$ 7,500.00
37				Software	$ 1,500.00	$ 1,500.00		$ 1,500.00
38			Consultants		$ -	$ 20,000.00		$ 5,000.00
39			Copier Lease		$ 4,000.00	$ 4,000.00		$ 4,000.00
40			Subscriptions/Publications		$ 7,500.00	$ 7,500.00		$ 7,500.00
41			Office Equipment		$ 1,000.00	$ 1,000.00		$ 1,000.00
42			Furniture		$ -	$ -		$ 3,000.00
43			Insurance		$ 10,000.00	$ 10,000.00		$ 10,000.00
44			Legal		$ 12,000.00	$ 22,000.00		$ 12,000.00
45			Memberships/Dues			$ -		$ 4,500.00
46			Office Supplies		$ 5,000.00	$ 5,000.00		$ 6,500.00
47			Postage & Shipping		$ 3,000.00	$ 3,000.00		$ 3,000.00
48			Seminar/Training/Professional Development		$ 5,000.00	$ 5,000.00		$ 8,000.00
49			Telephone		$ 8,500.00	$ 8,500.00		$ 8,500.00
50			Travel		$ 25,000.00	$ 25,000.00		$ 7,500.00
51		Total General Administration			$ 115,300.00	$ 159,800.00		$ 113,800.00
52								
53		Digital Sign						
54			Design Services		$ -	$ -		$ 2,000.00
55			Electric		$ -	$ -		$ 6,000.00
56			Maintenance		$ -	$ -		$ 3,000.00
57			Operating Equipment		$ -	$ -		$ 2,000.00
58		Total Digital Sign						$ 13,000.00

Copperas Cove Economic Development Corporation
Board Approved 2010-2011 Budget
with Comparison to Approved 2009-2010 Budget and Reallocated 2009-2010 Approved Budget

	A	B	C	D	E	F	G	H
1						Approved		Board Approved
2					Approved Budget	2009-2010		Budget
3	2010-2011 Budget Categories				2009-2010	May Reall. Budget		2010-2011
59								
60		Building Services						
61			Bldg. Improvements (Capital)		$ 2,500.00	$ 2,500.00		$ 2,500.00
62				Maintenance/Supplies	$ 15,000.00	$ 15,000.00		$ 15,000.00
63			Janitorial		$ 8,000.00	$ 8,000.00		$ 8,000.00
64			Utilities		$ 15,000.00	$ 15,000.00		$ 15,000.00
65		Total Building Services			$ 40,500.00	$ 40,500.00		$ 40,500.00
66								
67		Debt Service						
68			First National Bank- Spec. Bldg.		$ 95,000.00	$ 95,000.00		$ 90,000.00
69		Total Debt Service			$ 95,000.00	$ 95,000.00		$ 90,000.00
70								
71		Personnel						
72			Accrued Benefits/Educ. Assist.		$ 1,500.00	$ 1,500.00		$ 1,500.00
73			Relocation of Exec. Director		$ 12,000.00	$ 12,000.00		$ 11,600.00
74			Car Allowance (Director)		$ 7,800.00	$ 7,800.00		$ -
75			Executive Director		$ 111,000.00	$ 94,500.00		$ 90,000.00
76			Marketing Director		$ 45,300.00	$ 45,300.00		$ 45,300.00
77			Office Manager		$ 37,300.00	$ 37,300.00		$ 37,300.00
78			Medical Plan/Emp. Insurance		$ 32,000.00	$ 32,000.00		$ 20,000.00
79			Unemployment Taxes		$ 1,000.00	$ 1,000.00		$ 600.00
80			Payroll Expenses		$ 19,000.00	$ 19,000.00		$ 16,000.00
81			Pension Plan		$ 30,000.00	$ 30,000.00		$ 20,000.00
82		Total Personnel			$ 284,900.00	$ 280,400.00		$ 242,300.00
83								
84		Business Attraction						
85			Branding					
86				Go West Campaign	$ 7,000.00	$ 7,000.00		$ 7,000.00
87				HOTDA Allowance	$ 50,000.00	$ 50,000.00		$ 50,000.00
88				Prospect Generation Services	$ -	$ -		$ 8,500.00

Copperas Cove Economic Development Corporation
Board Approved 2010-2011 Budget
with Comparison to Approved 2009-2010 Budget and Reallocated 2009-2010 Approved Budget

	A	B	C	D	E	F	G	H
1						Approved		Board Approved
2					Approved Budget	2009-2010		Budget
3	2010-2011 Budget Categories				2009-2010	May Reall. Budget		2010-2011
89				Joint Image Campaign	$ 8,000.00	$ 8,000.00		$ 8,000.00
90				Regional Ad Campaign - FHER	$ 15,000.00	$ 15,000.00		$ 12,000.00
91				Texas One	$ -	$ -		$ 1,000.00
92				Team Texas	-	$ -		$ 3,000.00
93			Total Branding		$ 80,000.00	$ 80,000.00		$ 89,500.00
94								
95			Advertising and Marketing		$ 15,000.00	$ 15,000.00		$ 30,000.00
96			Consultants		$ 50,000.00	$ 50,000.00		$ 40,000.00
97			Data			$ 1,000.00		$ -
98			Demographics and Studies		$ 1,000.00	$ -		$ 5,000.00
99			Marketing		$ 15,000.00	$ 15,000.00		$ -
100			Trade Shows/Conferences		$ 3,000.00	$ 3,000.00		$ -
101			Website/Data Update			$ 10,000.00		$ -
102			Travel		$ -	$ -		$ 30,000.00
103			Digital Sign Ma. & Operation			$ 13,000.00		$ -
104		Total Business Attraction (includes Branding)			$ 187,000.00	$ 187,000.00		$ 194,500.00
105								
106	Total Operating Expense				**$ 763,200.00**	**$ 763,200.00**		**$ 722,100.00**
107								
108	Capital Projects							
109			Architectural & Engineering		$ 80,000.00	$ 80,000.00		$ 120,000.00
110			Incentives & Infrastructure Dev		$ 500,000.00	$ 500,000.00		$ 500,000.00
111			Industrial Park Infrastructure		$ 300,000.00	$ 300,000.00		$ 300,000.00
112			Extention of Constitution		$ 980,000.00	$ 980,000.00		$ 1,300,000.00
113			Fence on Land Swap Property		$ -	$ -		$ 80,000.00
114			Stoney Brook Infrastructure Reimbursement		$ 224,000.00	$ -		$ 224,000.00
115			Land Appraisal & Survey		$ 25,000.00	$ 25,000.00		$ 25,000.00
116			Legal		$ 30,000.00	$ 30,000.00		$ 40,000.00
117			Other/Contingency		$ 50,000.00	$ 50,000.00		$ 50,000.00
118		Total Capital Projects			$ 1,965,000.00	$ 1,965,000.00		$ 2,639,000.00

Copperas Cove Economic Development Corporation
Board Approved 2010-2011 Budget
with Comparison to Approved 2009-2010 Budget and Reallocated 2009-2010 Approved Budget

	A	B	C	D	E	F	G	H
1						**Approved**		**Board Approved**
2					**Approved Budget**	**2009-2010**		**Budget**
3	**2010-2011 Budget Categories**				**2009-2010**	**May Reall. Budget**		**2010-2011**
119								
120		**Other Financing Sources/Uses**						
121			**City Infrastructure Support/Expense**			$ (2,000,000.00)		
122			**City Infrastructure Reimbursement**			$ 2,000,000.00		
123								
124		**Net Income**			**$ (1,218,200.00)**	**$ (1,218,200.00)**		**$ (2,352,100.00)**
125								
126	**Fund Balance**							
127		**Capital Project Funds**			$ (1,465,000.00)	$ (1,465,000.00)		$ (2,630,400.00)
128		**Operating Fund**				2193413.64		$ 2,887,124.00
129		**Debt Service Fund (Reserve)**			$ (87,000.00)	$ (87,000.00)		$ 14,556.00
130	**Ending Fund Balance**				**$ 641,413.64**	**$ 641,413.64**		**$ 271,280.00**

Copperas Cove

Economic Development Corporation

FY 2010 - 2011 Budget Presentation to City Council

September 7, 2010

Copperas Cove
Economic Development Corporation

Income

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Fund Balance

Fund Balance	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Capital Project Funds	$ 500,000.00	$ 500,000.00	$ 8,600.00
Operating Fund	$ 1,351,613.64	$ 1,351,613.64	$ 2,606,224.00
Debt Service Fund (Reserve)	$ 8,000.00	$ 8,000.00	$ 8,556.00
Beginning Fund Balance	$ 1,859,613.64	$ 1,859,613.64	$ 2,623,380.00

FY10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget Income

Income	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Sales Tax	$950,000.00	$950,000.00	$ 975,000.00
Interest Earnings	$10,000.00	$10,000.00	$ 10,000.00
Projected Glockzin Tax Credit Housing	$550,000.00	$550,000.00	$ -
Digital Sign Advertising	$-	$ -	$ 24,000.00
Total Income	$ 1,510,000.00	$ 1,510,000.00	$ 1,009,000.00
Beginning Fund Balance	$1,859,613.64	$1,859,613.64	$2,623,380.00
Beginning Fund Balance & Total Income	$3,369,613.64	$3,369,613.64	$3,632,380.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

Expenses

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Business Retention Program & Services

Business Retention Program & Services	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Consultant/Contract	$27,000.00	$ -	$20,000.00
Retention Travel	$9,000.00	$500.00	$ -
Advertising	$1,000.00	$ -	$7,500.00
Ft. Hood Gov't Expo	$1,500.00	$ -	$500.00
Trade Shows/Seminars	$1,000.00	$ -	$ -
Training Workshops	$1,000.00	$ -	$ -
Total	$40,500.00	$500.00	$28,000.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
General Administration

General Administration	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Access Road	$ -	$14,500.00	$ -
Audit/Financial Services	$8,000.00	$8,000.00	$ 7,000.00
Community Relations	$13,500.00	$13,500.00	$13,500.00
Technology Equipment			
Equipment	$1,000.00	$1,000.00	$1,000.00
Internet/Website	$2,800.00	$2,800.00	$ 2,800.00
Maintenance	$7,500.00	$7,500.00	$7,500.00
Software	$1,500.00	$1,500.00	$1,500.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
General Administration

General Administration (continued)	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Consultants	$ -	$20,000.00	$5,000.00
Copier Lease	$4,000.00	$4,000.00	$4,000.00
Subscriptions/Publications	$7,500.00	$7,500.00	$7,500.00
Office Equipment	$1,000.00	$1,000.00	$1,000.00
Furniture	$ -	$ -	$3,000.00
Insurance	$10,000.00	$10,000.00	$10,000.00
Legal	$12,000.00	$22,000.00	$12,000.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
General Administration

General Administration (continued)	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Membership/Dues	$ -	$ -	$4,500.00
Office Supplies	$5,000.00	$5,000.00	$6,500.00
Postage & Shipping	$3,000.00	$3,000.00	$3,000.00
Seminar/Training/Prof. Dev.	$5,000.00	$5,000.00	$8,000.00
Telephone	$8,500.00	$8,500.00	$8,500.00
Travel	$25,000.00	$25,000.00	$7,500.00
Total	$115,300.00	$159,800.00	$113,800.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Digital Sign

Digital Sign	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Design Services	$ -	$ -	$2,000.00
Electric	$ -	$ -	$6,000.00
Maintenance	$ -	$ -	$3,000.00
Operating Equipment	$ -	$ -	$2,000.00
Total			$13,000.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Building Services

Building Services	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Bldg. Improvements (Capital)	$2,500.00	$2,500.00	$2,500.00
Maintenance/Supplies	$15,000.00	$15,000.00	$15,000.00
Janitorial	$8,000.00	$8,000.00	$8,000.00
Utilities	$15,000.00	$15,000.00	$15,000.00
Total	$40,500.00	$40,500.00	$40,500.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Debt Service

Debt Service	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
First National Bank (Spec Bldg)	$95,000.00	$95,000.00	$90,000.00
Total Debt Service	$95,000.00	$95,000.00	$90,000.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Personnel

Personnel	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Accrued Benefits/Ed. Asst.	$1,500.00	$1,500.00	$1,500.00
Relocation of Exec. Dir.	$12,000.00	$12,000.00	$11,600.00
Car Allowance (Director)	$7,800.00	$7,800.00	$ -
Executive Director	$111,000.00	$94,500.00	$90,000.00
Marketing Director	$45,300.00	$45,300.00	$45,300.00
Office Manager	$37,300.00	$37,300.00	$37,300.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Personnel

Personnel (continued)	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Medical Plan/Emp. Insurance	$32,000.00	$32,000.00	$20,000.00
Unemployment Taxes	$1,000.00	$1,000.00	$600.00
Payroll Expenses	$19,000.00	$19,000.00	$16,000.00
Pension Plan	$30,000.00	$30,000.00	$20,000.00
Total Personnel	$284,900.00	$280,400.00	$242,300.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Business Attraction - Branding

Business Attraction – Branding	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Branding			
Go West Campaign	$7,000.00	$7,000.00	$ 7,000.00
HOTDA Allowance	$50,000.00	$50,000.00	$50,000.00
Prospect Generation Srvs	$ -	$ -	$8,500.00
Joint Image Campaign	$8,000.00	$8,000.00	$8,000.00
Reg. Ad Campaign (FHER)	$15,000.00	$15,000.00	$12,000.00
Texas One	$ -	$ -	$1,000.00
Team Texas	$ -	$ -	$3,000.00
Total Branding	**$80,000.00**	**$80,000.00**	**$89,500.00**

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Business Attraction

Business Attraction	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Advertising & Marketing	$15,000.00	$15,000.00	$30,000.00
Consultants	$50,000.00	$50,000.00	$40,000.00
Data	$ -	$1,000.00	$ -
Demographics & Studies	$1,000.00	$ -	$ 5,000.00
Marketing	$15,000.00	$15,000.00	$ 5,000.00
Trade Shows/Conferences	$3,000.00	$3,000.00	$ -
Website/Data Updates	$ -	$10,000.00	$ -
Travel	$ -	$ -	$30,000.00
Total Business Attraction (includes Branding)	$187,000.00	$187,000.00	$194,500.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Total Operating Expenses

Total Operating Expenses	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Business Retention Program	$40,500.00	$500.00	$28,000.00
General Administration	$115,300.00	$159,800.00	$113,800.00
Digital Sign	$ -	$ -	$13,000.00
Building Services	$40,500.00	$40,500.00	$40,500.00
Debt Service	$95,000.00	$95,000.00	$90,000.00
Personnel	$284,900.00	$280,400.00	$242,300.00
Business Attraction	$187,000.00	$187,000.00	$194,500.00
Total	$763,200.00	$763,200.00	$722,100.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Capital Projects

Capital Projects	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Architectural & Engineering	$80,000.00	$80,000.00	$120,000.00
Incentives & Infra. Dev.	$500,000.00	$500,000.00	$500,000.00
Ind. Park Infrastructure	$300,000.00	$300,000.00	$300,000.00
Extension of Constitution	$980,000.00	$980,000.00	$1,300,000.00
Fence on Land Swap Prop.	$ -	$ -	$80,000.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Capital Projects

Capital Projects (continued)	Approved 2009-2010 Budget	Approved Reallocated 2009-2010 Budget	Proposed 2010-2011 Budget
Stoney Brook Infrastructure Reimbursement	$224,000.00	$ -	$224,000.00
Land Appraisal & Survey	$25,000.00	$25,000.00	$25,000.00
Legal	$30,000.00	$30,000.00	$40,000.00
Other/Contingency	$50,000.00	$50,000.00	$50,000.00
Total Capital Projects	$1,965,000.00	$1,965,000.00	$2,639,000.00

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

Copperas Cove
Economic Development Corporation

CCEDC 2010-2011 Budget
Net Income

Net Income	
Income	$1,009,000.00
Operating Expenses	($722,100.00)
Capital Projects	($2,639,000.00)
Net Income	($2,352,100.00)
Capital Project Funds	$8,600.00
Total Capital Projects	($2,639,000.00)
Total	($2,630,400.00)

FY 10-11 Budget as approved by CCEDC Board of Directors on July 22, 2010

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-10

Contact – Imelda Rodriguez, Director of Financial Services, 547-4221
irodriguez@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on an ordinance adopting the tax rate for fiscal year 2010-11.**

---

1. BACKGROUND/HISTORY

At the August 5, 2010 Special City Council Meeting, the City Council took action to propose a tax rate of 76.00 cents per $100 of taxable assessed valuation. The proposed tax rate represents an increase of .396301 percent to the total tax revenues when compared to the tax revenues adopted for the 2009-10 fiscal year. The rollback tax rate and the effective tax rate were calculated by the Coryell County Tax Assessor and Collector, at 82.15 cents and 75.70 cents per $100 of taxable assessed valuation, respectively. Additionally, per "Truth in Taxation" requirements, the City Council of the City of Copperas Cove held two public hearings on the proposed tax increase on August 17, 2010 and August 31, 2010.

2. FINDINGS/CURRENT ACTIVITY

A proposed tax rate of 76.00 cents per $100 of taxable assessed valuation is included in the Proposed Budget. The proposed rate exceeds the total effective tax rate by .396301 percent. However, the tax rate for maintenance and operations only exceeds the effective maintenance and operations tax rate by (.023) percent. Per the requirement of Chapter 26 in the Property Tax Code, the maintenance and operations tax rate information is required to be included in the ordinance language when adopting the tax rate. However, the motion made by City Council requires the percentage increase on the total tax rate. Therefore, you will see a difference in the language for the required motion and the language that is in the ordinance.

In accordance with Property Tax Code, The governing body must adopt the tax rate no less than 3 days but no more than 14 days after the day of the second public hearing on the proposed tax increase. September 7, 2010, is the 7th day after the second public hearing was held. Action on the item must be taken after the adoption of the budget has occurred.

3. FINANCIAL IMPACT

See attached.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council approve Ordinance No. 2010-40, adopting the tax rate of the City of Copperas Cove for fiscal year 2010-11.

ORDINANCE NO. 2010-40

AN ORDINANCE ADOPTING THE TAX RATE AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF COPPERAS COVE, TEXAS, FOR THE 2010 TAX YEAR FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 AND ENDING ON SEPTEMBER 30, 2011; APPORTIONING SAID LEVY AMONG THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Chief Appraiser of the Coryell County Tax Appraisal District has prepared and certified the appraisal roll of the City of Copperas Cove, Texas, said roll being that portion of the approved appraisal roll of the Coryell County Tax Appraisal District which lists property taxable by the City of Copperas Cove, Texas; and

WHEREAS, the Tax Assessor and Collector of Coryell County has performed the statutory calculations required by Section 26.04 of the Texas Property Tax Code, and has published the effective tax rate, the rollback tax rate, an explanation of how they were calculated, and has fulfilled all other requirements for publication as contained in Section 26.04(e) of the Texas Property Tax Code, in a manner designated to come to the attention of all residents of said City and has submitted said rates to the City Council of said City prior to the regular City Council meeting of September 7, 2010; and

WHEREAS, the City Council has complied with all applicable requirements of the Texas Property Tax Code prior to the setting of the tax rate for said City for 2010.

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

SECTION 1.

That the tax of the City of Copperas Cove, Texas for the tax year 2010 be, and is hereby, set at 76.0000 cents on each one hundred dollars ($100) of the taxable value of real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City.

SECTION 2.

That there is hereby levied for the tax year 2010 upon all real and personal property not exempt from taxation by the constitution and laws of this state situated within the corporate limits of said City, and there shall be collected for the use and support of the municipal government of the City of Copperas Cove, Texas, to provide sinking fund for the retirement of the bonded debt of said City and to provide for permanent improvements in said City, said tax; and said tax, so levied and collected, shall be apportioned to the specific purposes hereinafter set forth; to-wit:

A. For the payment of current expenses and to be deposited in the general fund (for the purposes of maintenance and operations) 0.5835 cents on each one hundred dollars ($100) of the taxable value of such property; and,

B. To provide for sinking funds for the payment of the principal and interest and the retirement of the bonded debt, and the same shall become due as shall be necessary to pay the principal and interest of the current year as follows:

   0.1653 cents per one hundred dollars ($100) valuation.

SECTION 3

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

and

THE TAX RATE WILL EFFECTIVELY BE RAISED BY (.023) PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY ($16.17).

SECTION 4.

That the Coryell County Tax Assessor and Collector is hereby authorized to assess and collect the taxes of said City employing the above tax rate.

SECTION 5.

That the Director of Financial Services of said City shall keep accurate and complete records of all monies collected under this Ordinance and the purposes for which same are expended.

SECTION 6.

That monies collected pursuant to this Ordinance shall be expended as set forth in the City of Copperas Cove Annual Budget for FY 2010-2011.

SECTION 7.

That all monies collected which are not specifically appropriated shall be deposited in the general fund.

SECTION 8.

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

PASSED, APPROVED AND ADOPTED this 7th day of September 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

City of Copperas Cove

Public Notice of Vote on Tax Rate

The City of Copperas Cove, Texas is scheduled to vote on the tax rate that will result in a tax increase at a public meeting to be held on September 7, 2010 at 7:00pm at City Hall, 507 S. Main Street, Copperas Cove, Texas.

Notice
of Tax Revenue Increase

The City of Copperas Cove conducted public hearings on August 17, 2010 and August 31, 2010 on a proposal to increase the total tax revenues of the City of Copperas Cove from properties on the tax roll in the preceding year by 0.396301 percent.

The total tax revenue raised last year at last year's tax rate of 0.760000 for each $100 of taxable value was $8,615,020.36.

The total tax revenue proposed to be raised this year at the proposed tax rate of 0.760000 for each $100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is $8,501,907.41.

The total tax revenue proposed to be raised this year at the proposed tax rate of 0.760000 for each $100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is $8,698,986.88.

The City of Copperas Cove is scheduled to vote on the tax rate that will result in that tax increase at a public meeting to be held on September 7, 2010 at Copperas Cove City Hall, 507 S Main St, Copperas Cove, TX 76522 at 7:00 PM

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-11

Contact – Imelda Rodriguez, Director of Financial Services, 547-4221
irodriguez@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action to ratify the property tax increase reflected in the fiscal year 2010-11 budget.**

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1. BACKGROUND/HISTORY

Local Government Code, Section 102.007 requires a separate vote of the governing body of a city to ratify the property tax increase reflected in the budget. The separate vote is in addition to and separate from the vote to adopt the budget or a vote required to set the tax rate.

2. FINDINGS/CURRENT ACTIVITY

Adoption of a budget that requires raising more revenue from property taxes than in the previous year also requires a separate vote of the governing body of a city to ratify the property tax increase reflected in the budget.

A motion to adopt an ordinance, resolution, or order setting a tax rate that exceeds the effective tax rate must be made in the following form: "I move that property taxes be increased by the adoption of a tax rate of .7600."

A record vote is required.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council take action to ratify the property tax increase reflected in the fiscal year 2010-11 budget.

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-12

Contact – Imelda Rodriguez, Director of Financial Services, 547-4221
irodriguez@ci.copperas-cove.tx.us

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

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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.

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

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove, as part of the annual budget process, reviews the current Fee Schedule for revision. The Animal Control Department, Police Department, Building & Development, Parks & Recreation, Planning, Golf Course, and Utilities submitted change requests pertaining to fees the City charges. The changes were discussed at the Budget Workshop on August 17, 2010 and are summarized below:

<u>Police Department</u>

Revised Fees:

- Fingerprints (per card) – from $5.50 to $6.00.
- Accidents Reports (per report) – from $5.00 to $6.00.
    - The Texas Transportation Code Section 550.065 (c) (4) (d) states the following:

(d) The fee for a copy of the accident report is $6. The copy may be certified by the department or the governmental entity for an additional fee of $2. The department or the governmental entity may issue a certification that no report or information is on file for a fee of $6.

Relocated Fees:

- Move “Alarm –excessive false alarm fee” from Police Department to Building Department.

Animal Control

New Language added to Adoption Fees:

- *Adoption fees for life threatening illness/injury, medical/physical disability or neonatal (mother & litter) may be waived by designated staff with approval of Assistant City Manager or City Manager.*

Building & Development

Fee Increases:

- Alarm Permit
  - Non-Residential Alarm Permit – from $20.00 to $40.00.
- Minor Residential Alteration, Repair or Replacement of Existing Water or Sewer
  - Piping, Water Heater (no base fee required) – from $20.00 to $50.00.
- Minor Commercial Alteration, Repair or Replacement of Existing Water or Sewer
  - Piping, Water Heater (no base fee required) – from $25.00 to $50.00.
- Underground Sprinkler Systems
  - Water Treatment System – from $25.00 to $50.00.
- Gas
  - Inspection of Consumers Piping (rough and final piping) – from $25.00 to $50.00.
  - Reinspection Fee – from $25.00 to $50.00.

Fee Deletions:

- Master Electrician (new) – remove fee.
- Master Yearly Renewal – remove fee.
- Journeyman/Limited Journeyman/Maintenance (new) – remove fee.
- Journeyman Yearly Renewal – remove fee.
- Apprentice Renewal – remove fee.

Parks & Recreation

Fee Increases:

- Swimming Pools
  - Swim Lessons – from $35.00 to $40.00.
- Youth Activities
  - Youth Sports Fee (per sport) (2nd child $5.00 discount) – from $35.00 to $40.00.
  - Non Resident (Soccer, Basketball, Flag Football, Volleyball) – from $40.00 to $45.00.

New Fee:

- Sports Activities late enrollment fee - $10.00

Fee Deletions:

- City Park Facilities
    - Pavilion (all day)
        - Deposit – remove fee
    - Pool Parties (2 hour rental)
        - Deposit – remove fee

Planning

Revised Fees:

- Document Copies
    - Change the name from "Drainage Master Plan" to "Drainage Criteria Manual" – no change in fee.

Golf Course

Revised Fees:

- Concessions
    - Golf Course Concession Area Rental (monthly) – from $600.00 to "As Approved by Contract".

Utilities

Revised Fees:

- Change wording from "Sale of water to customers outside city limits" to "Minimum Fees for the meter size (outside city limits)"
    - No change to fee amounts

New Fees:

- Rate per 1,000 Gallons of Water (outside city limits):
    - 3/4" meter $3.98.
    - 1" meter $4.24.
    - 1-1/2" meter $4.62
    - 2" meter to a 6" meter $4.78.
    - Bulk Meter and Contractor $5.62

3. FINANCIAL IMPACT

The new fees in the Police department are estimated to increase revenues by $875.

The fee increases in the Building & Development Department is not expected to generate any additional revenue due to the legislative changes in the license fees.

The new fees and fee increases in Parks and Recreation is estimated to generate an additional $19,230 in revenue.

The increases in the Utilities will increase revenues by approximately $50,000. The 3 cents increase per 1,000 gallons for all water and sewer customers is to help offset the increase that is proposed from BCWCID.

4. ACTION OPTIONS/RECOMMENDATION

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

ORDINANCE NO. 2010-38

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 February 16, 2010 for Fiscal Year 2009-2010; and

WHEREAS, Various fees charged by the City of Copperas Cove were reviewed during the budget process. Several fees require adjustments due to cost to provide service and legislative mandates; and

WHEREAS, City staff has reviewed all current fees charged by the City and recommends changes to current fees in order to comply with new State Law requirements 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 7th day of September 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

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
POLICE DEPARTMENT		
Wrecker Surcharge Fee - Per Call (Charged only if Notification Letter Sent by City)	$10.00	
~~Alarm excessive false alarm fee~~	~~$50.00~~	Relocate
Bicycle Registration	$2.00	
Criminal History Letters	$6.00	
Photographs	$3.00	
Fingerprints (per card)	$5.50	$6.00
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	$6.00
Certification of Accident Report	$2.00	
Escort Fees for movers	$25.00	
ANIMAL CONTROL		
Surrender Fees:		
- Resident	$5.00	
- Non-Resident	$10.00	
Adoption Fees:		
- Dogs	$15.00	
- Cats	$15.00	
(Adoption fees for life threatening illness/injury, medical/physical disability or neonatal (mother & litter) may be waived by designated staff with approval of Assistant City Manager or City Manager)		
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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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	

FIRE DEPARTMENT

EMS

Annual License Fee - Private Ambulance Service	$2,500.00
(Above fee may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)	
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
(*does not apply if covered by separate contract)*	
- 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
(does not apply if County is covered by separate contract)	
(Above "No Transport Fee" may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)	

FIRE

Used for Hazardous Materials Incidents, criminal/administrative restitution, and disaster reimbursement

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed 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)	$50.00	
-Private Schools, Day Care, Nursing Home, Assisted Living Centers (50 or more occupants)	$100.00	
-Foster Home, Adoptive Home	No Charge	
Re-inspection Fee (charged when both the initial and one re-inspection have failed)	$100.00	
Burn Permit Fee (per permit, per day) (one permit per property location)	$100.00	
CENTRAL FIRE STATION MEETING ROOM RENTAL		
(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	

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
- 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	
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	$40.00
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	$50.00
Minor Commercial Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required)	$25.00	$50.00
Underground Sprinkler Systems:		
- Irrigation System & Protective Devices	$35.00	
- Water Treatment System	$25.00	$50.00
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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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	$50.00
Mobile Home Gas Test	$25.00	
Reinspection Fee	$25.00	$50.00
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	
- 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:**~~		

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
~~- Master Electrician (new)~~	$35.00	Remove
~~- Master Yearly Renewal~~	$25.00	Remove
~~- Journeyman/Limited Journeyman/Maintenance (new)~~	$35.00	Remove
~~- Journeyman Yearly Renewal~~	$15.00	Remove
~~- Apprentice~~	$10.00	Remove
~~- Apprentice Renewal~~	$10.00	Remove
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	
Alarm-excessive false alarm fee	$50.00	Relocated

STREETS

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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:		
- 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	$40.00
Swim Club (per month)	$35.00	
Life Guard Certification Class	$150.00	
Buildings:		
Turkey Creek Activity Center: (4 hour rental)	$200.00	
Civic Center: (8 hour rental)		
- Deposit	$500.00	
- Fee	$400.00	
- Fee Each Additional Hour	$50.00	
- Stage Rental / Set-up	$100.00	
Allin House: (5 hour rental)		
- Deposit	$200.00	
- Fee	$100.00	
- Fee Each Additional Hour	$20.00	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
Community/Civic Meetings per Hour	$15.00	
Ogletree Pavilion: (8 hour rental)		
- Deposit	$200.00	
- Fee	$200.00	
- Fee each additional hour	$35.00	
City Park Facilities:		
Fester's House: (5 hour rental)		
- Deposit	$50.00	
- Fee	$50.00	
- Each Additional Hour	$10.00	
Pavilion: (all day)		
~~- Deposit~~	~~$25.00~~	Remove
- Fee	$50.00	
R.V. Park:		
- Daily	$20.00	
- Weekly	$100.00	
- Monthly	$275.00	
Pool Parties (2 hour rental):		
~~- Deposit~~	~~$50.00~~	Remove
- 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	
- Football	$30.00	
- Soccer	$30.00	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
- 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	$40.00
- Softball, Baseball	$55.00	
- Football	$85.00	
- Cheerleading	$55.00	
- Non Resident (Soccer, Basketball, Flag Football, Volleyball)	$40.00	$45.00
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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
Sports Activities late enrollment fee		$10.00
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

(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

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
- 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~~ Drainage Criteria Manual	$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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

LIBRARY

	Adopted Fee (as of 2/16/10)	Proposed Fee
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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
- 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 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	

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	

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
- 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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed 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	
Concessions:		
Golf Course Concession Area Rental (monthly)	$600.00	As approved by contract

ADMINISTRATIVE FEES-NON DEPARTMENTAL

Tax Abatement Application Fee	$1,500.00	
Returned Checks Fee	$30.00	
NSF Electronic Draft Fee	$30.00	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
Online Credit Card Processing Fee "Convenience Fee" (Municipal Court)	$1.50	
Charges for providing copies of public information:		
Paper Copy - Standard Size 81/2 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	
Overhead Charge	20% of Labor Charge	

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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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	$2.98

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
1" meter	$3.21	$3.24
1-1/2" meter	$3.59	$3.62
2" meter	$3.75	$3.78
3" meter	$3.75	$3.78
4" meter	$3.75	$3.78
6" meter	$3.75	$3.78
Bulk Meter	$4.59	$4.62
Contractor	$4.59	$4.62

~~Sale of water to customers outside city limits -- Minimum Rates:~~ Minimum Fees for the meter size (outside city limits):

Non-residential water services requires contract with Approval by Governing Body

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

Rate per 1,000 Gallons of Water (outside city limits):

Non-residential water services requires contract with Approval by Governing Body

3/4" meter	$3.98
1" meter	$4.24
1-1/2" meter	$4.62
2" meter	$4.78
3" meter	$4.78
4" meter	$4.78
6" meter	$4.78
Bulk Meter	$5.62
Contractor	$5.62

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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	
(Residential customers only: Winter average - 8,000 gallon floor)		
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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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	
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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
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	$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	
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	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
- 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:		
Container Reload Fees while on site		
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	
Return Service		
3 yard container	$28.53	
4 yard container	$32.09	
6 yard container	$37.88	

Ordinance No. 2010-38 - Exhibit 1

CITY OF COPPERAS COVE
PROPOSED CHANGES TO
THE ADOPTED FEE SCHEDULE

	Adopted Fee (as of 2/16/10)	Proposed Fee
8 yard container	$43.19	
10 yard container	$48.17	
Deposit for recurring use of the Transfer Station	$750.00	

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-13

Contact – Kelli Sames, Human Resources Director, 542-8922
ksames@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on an ordinance amending Personnel Policy No. 030, Employee Evaluation Period.**

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1. BACKGROUND/HISTORY

The City of Copperas Cove currently has in effect Personnel Policy No. 030, Employee Evaluation Period. From time to time, City staff makes recommendations to change personnel policies. In cases where changes are made to personnel policies, City Council's approval is required. Personnel Policy No. 030, Employee Evaluation Period is attached for Council review and consideration.

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove evaluates new employees to provide feedback and determine suitability for continued employment. In 2006, City Council requested to add to this policy verbiage that included "at least one (1) formal documented coaching and feedback session will be provided to the employee during an evaluation period."

While it is the intent of the policy that employees be evaluated for the position suitability in terms of attendance, knowledge, skills, and abilities, there are instances where it is known that a new hire is not a good fit for the organization. Providing feedback to new employees (formal evaluation prior to the completion of the probationary period) as outlined in the policy, conflicts with the purpose of the probationary period.

As a result, City staff proposes to revise Personnel Policy 030, Employee Evaluation Period. The revised areas are notated in "red" on the attached proposed policy.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance No. 2010-39, amending Personnel Policy 030, Employee Evaluation Period.

ORDINANCE NO. 2010-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, N0. 030, (EMPLOYEE EVALUATION PERIOD), AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, N0. 030, (EMPLOYEE EVALUATION PERIOD) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove has not updated this ordinance since August 15, 2006.

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

Section 1.

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by repealing the current personnel policy, No. 030, (Employee Evaluation Period) and replacing the existing policy with a revised personnel policy, No. 030, (Employee Evaluation Period) correctly shown by the attached Exhibit “A”;

Section 2.

That the remaining sections of the said Personnel Policies and Procedures Manual are hereby ratified, and shall remain in full force and effect;

Section 3.

That any outstanding Personnel Polices and Procedures Manuals other than Exhibit "A" either in the form of a manual or otherwise written or oral in nature, are hereby rescinded and are no longer of any force and effect;

Section 4.

That any additions, deletions or other amendments to the Personnel Polices and Procedures Manual shall be made in a manner similar to process by which this manual is originally approved and only after compliance with the Texas Open Meetings Act and approved by the City Council of the City of Copperas Cove.

Section 5.

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 6.

That this ordinance shall be effective September 7, 2010.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 7th day of September 2010, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which 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

EMPLOYEE EVALUATION PERIOD
Policy #030

September 2006

It is the policy of the City of Copperas Cove to require a newly employed regular full or part time employee to satisfactorily complete a six (6) month evaluation period. This evaluation period is considered a training period. An employee's evaluation period begins when the employee actually starts performing the regular duties for which the employee was hired and is completed at the discretion of the Department Director (but never less than six (6) months). The evaluation period as outlined herein, assists the City in maintaining an effective, productive, and efficient work force to provide quality services to the citizens of Copperas Cove. Only those employees who meet acceptable performance and other standards during their evaluation period will be retained as employees.

- An employee, who is voluntarily transferred or promoted, will be required to satisfactorily complete an evaluation period of three (3) months.

- The evaluation period for Police Officers will not end until completion of all academy and department training periods and twelve (12) months active duty in the respective position.

- A regular full or part time employee is required to successfully complete a six-month evaluation period before being eligible for transfer or promotion unless approved in advance by the City Manager.

- This policy allows the employee's supervisor to: (1) train, instruct, review, and counsel the employee in the operations of the department, the expectations of the supervisor, and the performance level required; and (2) to point out inadequate job performance or attitude(s) in a manner appropriate for understanding and self-correction. Departments shall use the evaluation period to closely observe and evaluate the work of the employee and to encourage his/her effective adjustment to the position.

- Seasonal and temporary part-time employees do not serve an Employee Evaluation Period.

- Occasionally, a supervisor is unable to fully evaluate an employee’s performance during the training period. If this is the case, there may be an extension of the evaluation period. The decision to extend or not to extend an employees evaluation period is not grounds for filing an employee appeal. If an extension is granted, the employee will be advised in writing and given the date on which the extended evaluation period will be completed. Such extension will be at the sole discretion of the Department Director and the Human Resources Director or designee.

- During their evaluation period, employees are responsible for knowing, understanding, and meeting the expectations and standards for their

EMPLOYEE EVALUATION PERIOD
Policy #030

September 2006

position. In addition, each employee is also responsible for performing his/her job in a safe, productive, and effective manner within the instructions and established standards for the position. Furthermore, employees are expected to maintain acceptable standards of conduct in their employment. During the evaluation period, it is the responsibility of the employee to correct any deficiencies or inadequacies in job performance, attitude, or conduct.

- ~~At least one (1) formal documented coaching and feedback session will be provided to the employee during an evaluation period. The Human Resources Department will provide the forms to be utilized. Informal coaching and feedback sessions should be provided on a daily or as needed basis.~~

- An employee is considered to have failed the evaluation period if it is determined that the employee's fitness, job performance, quality or quantity of work, attendance, or combination thereof, does not meet minimum job performance standards and expectations for the position. Failure of the evaluation period may occur at any time. An employee who does not successfully complete the evaluation period will normally be terminated from the City's employment. If desirable and feasible, the employee may be administratively transferred to a more suitable position at the sole discretion of the City. A transferred or promoted employee who fails his/her three (3) month evaluation period may, at the sole discretion of the City, be reinstated to his/her former position provided there is a vacancy and if approved by the affected Department Director(s). Department Directors are responsible for ensuring the thorough written documentation of all cases of failure of an evaluation period, including counseling, training, and other efforts to help employees during this training period. All such documentation must be reviewed by the Human Resources Department before an employee can be terminated.

- New employees who are still in their initial evaluation period are not entitled to progressive levels of discipline and are not eligible to use the City's Employee Appeals Process Policy (#631). New employees are otherwise subject to all policies and procedures of the City. New employees are at-will employees and may be terminated at any time during the evaluation period, with or without notice or cause. A new employee who is still in the initial evaluation period who is terminated has no right of appeal.

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-14

Contact –Gary D. Young, Deputy Fire Chief, 547-2514
gyoung@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on a resolution authorizing the City to apply for a grant through the United States Department of Homeland Security, Federal Emergency Management Agency, Staffing for Adequate Fire and Emergency Response Grants program (SAFER) to hire Firefighter/EMT personnel.**

---

1. BACKGROUND/HISTORY

The DHS, FEMA, AFG program allows for local entities to apply for and receive funding to hire Firefighter/EMT personnel. The City of Copperas Cove Fire Department received a SAFER grant in 2006 to hire six (6) firefighting personnel. The SAFER grant aids agencies in staffing at appropriate levels in order to ensure that national safety and response standards are met as discussed in National Fire Protection Association (NFPA) standards 1710 and 1720.

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove would like to apply for a grant to hire six (6) Firefighter/EMT personnel. The fire department does not consistently meet preferred fire and emergency response staffing and response standards. Timely response to fires and other emergencies require an appropriate amount of personnel in order mitigate the emergency in a safe and timely manner. The deadline for the application is September 17, 2010.

3. FINANCIAL IMPACT

The SAFER grant is a three (3) year program, if awarded the SAFER grant would pay for all personnel costs for 24 months, then the City of Copperas Cove would be required to pay all costs for the remaining 12 months. The total cost of the program is estimated not to exceed $889,107. The City required match would be approximately $307,874 for the third year of the grant at FY 2011 projected starting salary.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve a resolution authorizing the City to apply for the grant through the program outlined.

RESOLUTION NO. 2010-30

A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, ALLOWING THE CITY TO APPLY FOR A STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE GRANT (SAFER) THROUGH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, TO HIRE FIREFIGHTER/EMT PERSONNEL NOT TO EXCEED $889,107.

WHEREAS, the City of Copperas Cove, Texas has the opportunity to apply for another Staffing for Adequate Fire and Emergency Response Grant; and

WHEREAS, the fire department has identified the need to increase staffing in order to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) (NFPA 1710 and/or NFPA 1720 and OSHA 1910.134); and

WHEREAS, the total personnel cost is anticipated not to exceed $889,107 over the three (3) year grant period and the City of Copperas Cove would be required to pay for the personnel costs for twelve (12) of the thirty-six (36) months; and

WHEREAS, the deadline for making application is 1700 hours on September 17, 2010 EDT.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF COPPERAS COVE, TEXAS THAT:

The members of the governing body of the City of Copperas Cove, Texas hereby authorizes the City to make application to the Staffing for Adequate Fire and Emergency Response Grant program to hire six (6) Firefighter/EMT personnel not to exceed $889,107 and the City of Copperas Cove match not to exceed $307,874 calculated at FY 2011 projected salaries.

PASSED, APPROVED, AND ADOPTED, on this 7th day of September 2010 at a regular meeting of the City Council of the City of Copperas Cove, Texas, such meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code,* Chapter 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
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-15

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

SUBJECT: **Consideration and possible action on authorizing the City Manager to execute an agreement for the lease of space at the Hills of Cove Golf Course for the purpose of preparation and sale of concessions.**

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1. BACKGROUND/HISTORY

The Hills of Cove Golf Course has operated a concessions area at the golf course for a number of years. The approved 2009-2010 budget did not include funding to continue this service. The golf course while seeking a concessionaire has offered prepackaged grab and go concessions. March of 2010 the City Council approved a concession agreement with David Gosnell and Mr. Gosnell opened the Tee-Time Grille. In June 2010 the City Council voted to release Dave Gosnell of his contract for concessions. Since that time staff has taken proposals for a new concessionaire.

2. FINDINGS/CURRENT ACTIVITY

City staff has reviewed several different options to provide concessions to its customers. Staff established several goals including the ability to retain the course's TABC license, the ability to offer a variety of catering options for golf tournaments and events, and to maintain a consistent and quality daily concession option to patrons of the Hills of Cove Golf Course. Staff has met with several prospective concessionaires and has selected one who satisfies all three of these goals.

3. FINANCIAL IMPACT

The financial Impact could be $7,200 in revenues, from the lease, for the remainder of the 2010-2011 budget year.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council authorize the City Manager to execute an agreement for the lease of space at the Hills of Cove Golf Course for the purpose of preparation and sale of concessions.

HILLS OF COVE MUNICIPAL GOLF COURSE
FOOD AND BEVERAGE SERVICE CONTRACT

This Contract is entered into by and between the City of Copperas Cove (hereinafter called "City"), acting by and through its City Manager dated, _____ 2010, and Nalani Morrison hereinafter called "Concessionaire"), for the operation of a food and beverage service to be located at Hills of Copperas Cove Golf Course (hereinafter called "Golf Course"): This agreement is pursuant to the following terms, conditions and covenants:

1. INDEPENDENT CONTRACTOR AGREEMENT

1.1 City hereby engages Concessionaire to operate a food and beverage service pursuant to the provisions contained herein. Such operations are to include, but not necessarily be limited to, the storage, preparation, cooking, refrigeration, and distribution of all types of food for breakfast, brunch, lunch, dinner, and event-type (when applicable) meals, and non-alcoholic beverages. These items may include, but are not limited to: sandwiches, "grill" items, snacks, chips, cookies, muffins, pastries, breads, dessert items, fruit, specialty coffees, teas, cheeses, fresh juices, candies, mineral water, and complete entrees. Concessionaire shall be responsible for the maintenance and upkeep of kitchen and dining areas at the Golf Course clubhouse, as promulgated by the City through the Golf Course Manager (hereinafter called the "Manager") or his designee; and on the Golf Course.

1.2 The Food and Beverage operation shall be provided to the general public and golfers enjoying the facilities.

1.3 Concessionaire shall be an independent contractor and not an employee of City. Concessionaire shall not be entitled to or receive any benefits provided by City to City's employees. Concessionaire accepts full responsibility for filing all tax returns and paying all taxes that may be required or due for Concessionaire's employees under the terms and conditions of this Contract.

2. TERMINATION PROVISIONS

2.1 In addition to causes for termination delineated in this Article and Article 3 and paragraphs 11.1 and 14.1 hereinafter, City shall have the right to terminate this Contract under the following conditions:

2.1.1 Failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner his responsibilities under this Contract, or violation by Concessionaire of any of the covenants or agreements of this Contract after being notified in writing by the Manager of such failure or violation. If deficiencies in compliance by Concessionaire are correctable, Concessionaire shall have thirty (30) days following receipt of written notice that his compliance is untimely, improper or unsatisfactory to correct such compliance deficiencies. Failure to correct such deficiencies to the satisfaction of the Manager during said thirty (30) days should result in termination of this Contract upon the conclusion of said thirty (30) days. If compliance deficiencies by Concessionaire are not correctable, City shall thereupon have the right to terminate this Contract, by giving written notice to Concessionaire of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

2.2 Concessionaire may, at his discretion, terminate this Contract by giving City one hundred eighty--(180) day's prior written notice of intent to terminate.

3. DEFAULTS AND REMEDIES

3.1 The following events shall be deemed to be events of default by Concessionaire under this Contract:

3.2 Concessionaire's failure to pay any installment or any part thereof, of monthly lease fee due City as provided for in this Contract shall result in a declaration of default. If such failure continues for a period of ten (10) days following receipt of written notice by the Director, City may terminate this Agreement. The failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner his responsibilities under this Contract, or violation by Concessionaire of any of the covenants or agreements of this Contract after being notified in writing by the Manager of such failure or violation shall result in Concessionaire being declared in default. If deficiencies in compliance by Concessionaire are correctable, Concessionaire shall have five (5) days following receipt of written notice that his compliance is untimely, improper or unsatisfactory to correct such compliance deficiencies. Failure to correct such deficiencies to the satisfaction of the Manager during said five (5) days should result in termination of this Contract upon the conclusion of a written thirty- (30) day notice. If compliance deficiencies by Concessionaire are not correctable, City shall thereupon have the right to terminate this Contract, by giving written notice to Concessionaire of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

3.3 Upon the occurrence of an event of default as heretofore provided, City has the right, at its option, to declare this Contract, and all rights and interests created by it, terminated. Upon City electing to so terminate, this Contract shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or City, its agents or attorney has the right, at its option, to resume possession of the Golf Course Clubhouse kitchen and dining areas without relieving Concessionaire of any obligation hereunder related to commission still due and owing in this Contract, or any extension thereof, as applicable.

3.4 Any termination of this Contract as herein provided, does not relieve Concessionaire from the payment of any sum or sums that are due and payable or become due and payable to City hereunder, or any claim for damages then or theretofore accruing against Concessionaire hereunder, or any such sum or sums or claim for damages by any remedy provided for by law, or prevent City from recovering damages from Concessionaire for any default thereunder. All rights, options and remedies of City contained in this Contract shall be cumulative of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Contract. No waiver by City of a breach of any of the covenants, conditions or restrictions of this Contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

4. TERM OF CONTRACT

4.1 The term of this Contract shall be for one (1) year beginning _____, 2010, and terminating _____, 2011, unless sooner terminated pursuant to the provisions of Articles 2 and 3.

5. COMPENSATION TO THE CITY

5.1 Concessionaire agrees to pay to the City throughout the term of this Contract, the following 20% of gross sales not to exceed $600.00 monthly.

5.2 Concessionaire shall make aforestated payments to City no later than the tenth (10th) day of each month for the preceding business month. Said payments shall be submitted to:

City of Copperas Cove
Finance Department
P.O. Box 1449
Copperas Cove, Texas 76522

6. FOOD AND BEVERAGE CONCESSION OPERATION

6.1 The food and beverage concession conducted by Concessionaire shall be done so within the framework of Concessionaire's proposed "Management and Operating Plan," attached hereto as EXHIBIT A and those rules and regulations delineated in this Article. City, through the Manager, shall notify Concessionaire in writing of any non-compliance of operational issues therewith. Concessionaire shall correct any such non-compliance within five (5) calendar days following receipt of such written notice.

6.1.1 Concessionaire agrees to maintain at a minimum operating hours of: 10:00 am to 3:00 pm Monday – Friday and 7:00 am – 3:00 pm Saturday and Sunday. Should the Concessionaire elect not to maintain identical hours to the Hills of Cove Golf Course, the course reserves the right to sale grab and go snacks and drinks.

6.2 Concessionaire will be responsible for the cleanliness of all food preparation, eating areas and serving areas, as well as the tabletops and floor spaces in the eating areas, and shall maintain the Premises in a clean and sanitary condition at all times, which condition must conform with Concession minimum standards mandated by the City of Copperas Cove.

6.3 City is responsible for the cleanliness of the common areas, including walls, windows, light fixtures and the common area restroom facilities. Excluded are the tabletops, floor spaces and any accompanying condiment containers.

6.4 The Concessionaire shall also supply and maintain, at its own expense, any extra and incidental kitchen and dining room appliances, equipment and/or paraphernalia necessary to insure that the food and beverages served are acceptable for both the food service operation and a particular catered event, including, but not necessarily limited to, chairs, tables, and individual linen. All equipment that is provided solely by Concessionaire shall remain the property of the Concessionaire and may be removed by the same at termination of the Concession Agreement with the City, subject to the terms of said Agreement.

6.4.1 Concessionaire may remove an item or items of equipment, not the property of the city, at his/her discretion, prior to the termination of the Concession Agreement, so long as the removed item does not hinder efficient and continuous food and beverage operations.

6.4.2 Catered events ("Special Events) scheduled by Concessionaire must be submitted to Manager for written approval at least five (5) days before the function. This contract does not give the Concessionaire in any way exclusive rights to cater special events or tournaments held at the golf course. The golf course in good faith will promote the Concessionaire for all tournaments and special events The City does not guarantee any minimum amount of catering business or minimum amount of participants in any tournament.

6.4.3 Equipment for mobile vending (golf cart-type) of food and beverage concessions is required for the golf course, as is the implementation and operation of same.

6.5 City will provide ice machine.

6.6 In regards to the sale and consumption of alcoholic beverages, The City shall retain the right and therefore the responsibility for the service of Alcoholic Beverages."

6.6.1 Concessionaire will require if applicable employees to take the TABC-approved "seller/server" certification course.

6.7 All items sold and distributed by the Concessionaire shall be of First Class (Grade “A”) quality, and all services provided by the Concessionaire shall be rendered courteously, efficiently and in a business-like and accommodating manner.

6.7.1 The City reserves the right to prohibit the sale of any item that it deems objectionable and shall have the right to order the improvement of the quality of the merchandise or the services rendered.

6.7.2 The Manager reserves the right to make reasonable objections to the food or drinks served or other items sold or otherwise used or distributed the service in the operation, the number of staff available for service, and the character of the appearance, cleanliness and condition of the Premises.

6.8 After the contract is awarded and initial pricing established, all items sold, and their pricing, for subsequent contract years, as described above will be subject to annual review and approval by the Manager.

6.8.1 Concessionaire shall observe a system-wide pricing structure as it relates to the prices of soft drinks.

6.8.2 Concessionaire may run specials and promotions consistent with good business practices.

6.8.3 The Manager must approve all price increases in writing 30 days in advance of the changes taking effect.

6.8.4 Concessionaire shall prominently post current food and beverage menu(s) and prices.

6.9 Concessionaire shall comply with all building, plumbing, electrical and other applicable codes and regulations in the installation and operation of his food and beverage related equipment.

6.13 Food and beverage concession area shall not be used to store any supplies, materials or equipment not used in the food and beverage operation.

6.14 Concessionaire must provide a sufficient number of qualified employees to insure prompt customer service. All food and beverage concession employees shall comply with and be subject to applicable health codes, rules and regulations.

6.15 Concessionaire must comply with all federal and state laws and City ordinances and codes applicable to the food and beverage concession including payment of all federal, state and local taxes, fees, licenses and permits.

7. IMPROVEMENTS BY CONCESSIONAIRE

7.1 Concessionaire shall make no physical construction, improvements or alterations to the Golf Course Clubhouse kitchen and dining areas without prior review and written approval of plans therefore by the Golf Course Manager. All costs and expenses of such approved physical construction, improvements or alterations to the Golf Course initiated by Concessionaire shall be at Concessionaire's sole cost and expense.

7.2 All permanent improvements and/or alterations made by Concessionaire become the property of City upon completion thereof.

7.3 Concessionaire covenants that he shall not bind, or attempt to bind, City for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on or about the Clubhouse kitchen and dining areas.

7.4 Concessionaire has had full opportunity to examine the Clubhouse facilities and acknowledges that there is in and about it nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Concessionaire's use of the Clubhouse kitchen and dining areas for the purposes authorized herein shall be conclusive evidence of his acceptance thereof in good order and satisfactory condition, and Concessionaire hereby accepts the kitchen and dining areas in their present condition as suitable for the purposes for which this Contract prescribes.

7.5 Concessionaire agrees that no representations respecting the conditions of the Golf Course's Clubhouse kitchen and dining areas and no promises to construct, reconstruct, alter, repair or improve same, either before or after the execution hereof, have been made by City or its agents to Concessionaire unless the same are contained herein or made a part hereof by specific reference herein. City expressly denies making any warranty as to the suitability of the Licensed Premises for any purpose. Concessionaire acknowledges that City has made no representations regarding the suitability of the premises for Concessionaire's purposes.

8. UTILITY AND MAINTENANCE RESPONSIBILITIES

8.1 Concessionaire shall provide for and pay directly to the utility companies services fees for telephone lines and connections, any cable/satellite television connections, and any other supplemental utility services Concessionaire requires in or on the Contracted Premises. Concessionaire shall also furnish and install all electric light bulbs, tubes and ballasts. City shall not be liable to Concessionaire in damages or otherwise if said services are interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of the City.

8.1.1 Concessionaire shall provide and pay for all necessary safety inspections and maintenance of vent hoods, grills, grease traps and fire-suppression systems.

8.2 The Concessionaire shall be responsible for the prompt removal of waste, trash and garbage from the Premises and will keep Premises clean and washed at all times In addition, Concessionaire will arrange for all grease traps to be cleaned and maintained on a regular schedule.

8.3 Concessionaire agrees, at Concessionaire's sole cost and expense, to maintain and keep the interior of the Contracted Premises, including, but not limited to, interior plumbing, plumbing fixtures, plumbing lines and plumbing connections and interior electrical fixtures, lamps, bulbs, wiring and connections, and interior walls, flooring, doors, plate glass and other interior improvement, as well as, all appliances, tables and chairs, in good working order and repair and in a good, clean, safe and sanitary condition (usual wear, tear, acts of God, or unavoidable accident, only excepted).

8.4 The City, the Manager and/or his designee shall have access to the Concession Premises during its regular business hours of operation for the purpose of inspecting the conditions of the facility and for making repairs, when applicable and necessary.

9. INDEMNIFICATION

9.1 **CONCESSIONAIRE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONCESSIONAIRE'S activities under this AGREEMENT, including any acts or omissions of CONCESSIONAIRE, any agent, officer, director, representative, employee, consultant or subcontractor of CONCESSIONAIRE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONCESSIONAIRE shall promptly advise the CITY in writing of any claim or demand against the CITY or CONCESSIONAIRE known to CONCESSIONAIRE related to or arising out of CONCESSIONAIRE'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONCESSIONAIRE'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONCESSIONAIRE of any of its obligations under this paragraph.**

9.2 **It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section (Section 10), is an INDEMNITY extended by CONCESSIONAIRE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONCESSIONAIRE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.**

10. INSURANCE REQUIREMENTS

10.1 Any and all employees, representatives, agents or volunteers of Concessionaire while engaged in the performance of any work required by the City or any work related to a lease of space or Concession Agreement with the City shall be considered employees, representatives, agents or volunteers of Concessionaire only and not of the City. Any and all claims that may result from any obligation for which Concessionaire may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of Concessionaire.

10.2 Prior to the commencement of any work under this Agreement, Concessionaire shall furnish an original completed Certificate(s) of Insurance to the Golf Course Manager and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City's Golf Course Manager and the City Secretary's Office and no officer or employee shall have authority to waive this requirement.

10.3 The City reserves the right to review the insurance requirements of this section during the effective period of the Lease Agreement and any extension or renewal hereof and to modify insurance coverage's and their limits when deemed necessary and prudent by the City, based upon changes in statutory law, court decisions, or circumstances surrounding the Lease Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.

10.4 A Concessionaire's financial integrity is of interest to City, therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by City, Concessionaire shall obtain and maintain in full force and effect for the duration of the Lease Agreement, and any extension hereof, at Concessionaire's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	Workers' Compensation and Employers Liability	Statutory $500,000/$500,000/$500,000
2.	Commercial General (Public)Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Broad Form Contractual Liability d. Products/completed operations e. Broad form property damage, to include fire legal liability f. Personal Injury g. Explosion, collapse, underground	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 aggregate
3.	Comprehensive Automobile Liability (if appl.) a. Owned/Leased Vehicles b. Non-owned Vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence or its equivalent
4.	Motor truck cargo insurance including loading and unloading coverage; written on an inland marine form and an all risk basis	$1,000,000
5.	Property Insurance: For physical damage to the property of CONCESSIONAIRE, including improvements and betterment to the Leased Premises	Coverage for a minimum of eighty percent (80%) of the replacement cost of CONCESSIONAIRE'S property

10.5 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Concessionaire shall exercise reasonable efforts to accomplish such changes in policy coverage's, and shall pay the cost thereof.

10.6 Concessionaire agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

10.7 Name the City and its officers, employees, volunteers and elected representatives as additional insured's as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability polices;

10.7.1 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Copperas Cove where the City is an additional insured shown on the policy;

10.7.2 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

10.8 Concessionaire shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of Copperas Cove
Hills of Cove Golf Course
Attn: Course Manager
1408 Golf Course Rd
Copperas Cove, Texas 76522

City of Copperas Cove
Finance Department
Attn: City Finance Officer
P.O.Box 1449
Copperas Cove, Texas 76522

10.7 If Concessionaire fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Lease Agreement. Procuring of said insurance by the City, however, is not the exclusive remedy for failure of Concessionaire to maintain said insurance or secure said endorsements. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payments(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.

10.8 Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this Lease Agreement.

10.9 All personal property placed in the Leased Premises shall be at the sole risk of Concessionaire. City shall not be liable, and Concessionaire waives all claims for any damage either to the person or property of Concessionaire or to other persons due to the Leased Premises or any part of appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of employees, or other occupants of the Leased Premises, or any other persons; due to the happening of any accident in or about said Leased Premises. Concessionaire shall save and hold harmless City from any claims arising out of damage to Concessionaire's property or damage to Concessionaire's business, including subrogation claims by Concessionaire's insurers.

11. CONTRACT OVERSIGHT

11.1 The Golf Course Manager, or his designee, shall be City's principle agent for monitoring Concessionaire's compliance with this Contract

12. HOLD HARMLESS AND NO LIABILITY FOR LOSSES INCURRED BY CONCESSIONAIRE

12.1 Concessionaire specifically understands and agrees that City accepts no liability for any loss by Concessionaire of funds/revenues, merchandise, equipment, supplies, materials or other goods owned by Concessionaire whether due to theft, robbery, break-in, vandalism, acts of God or any other causes.

12.2 Concessionaire agrees to hold City harmless for any theft, damages or destruction of signs, goods and/or other property of Concessionaire so left on the Contracted Premises after Concessionaire vacates the Golf Course's Clubhouse kitchen and dining areas. If said signs, goods and any other property placed by Concessionaire upon the Contracted Premises are not removed by Concessionaire within thirty (30) days after the Contracted Premises are vacated, then the City may remove same without further notice or liability therefore.

12.3 Upon any such expiration or termination of this Contract, Concessionaire shall quit and peacefully relinquish control of the Food and Beverage Concession to City, and City, upon or at any time after such expiration or termination, may, without further notice, enter upon and re-enter the Clubhouse and possess itself thereof, by force, summary proceedings, ejectment or otherwise, and may remove Concessionaire and all other persons and property, including all signs, furniture, trade fixtures, and other personal property which may be disputed as to its status as fixtures, from the Clubhouse kitchen and dining areas.

13. RECORDS, REPORTS AND AUDIT RIGHTS

13.1 Concessionaire shall maintain, in the City of Copperas Cove, Texas, books and records reflecting his operations hereunder in accordance with generally accepted accounting principles. Such books and records, together with any other documentation necessary for verification of Concessionaire's compliance with the terms of this Contract, shall be made available to Manager or any of his authorized representatives, upon request. The City Finance Department shall have the right to conduct an audit, examine and make excerpts or transcripts from said books, records and documentation to verify the amount of Gross Revenues reported and Compensation paid to City each year.

13.2 Concessionaire shall furnish an annual financial statement, prepared by a certified public accountant, showing all Gross Revenues for the applicable year, within ninety (90) days after the end of Concessionaire's fiscal year. Any accounting system utilized by Concessionaire shall adhere at all times to generally accepted accounting practices.

13.3 All applicable records and accounts of Concessionaire, together with all supporting documentation, shall be preserved in Coryell County, Texas, by Concessionaire for five (5) years after the final payment under this Contract or until all audits, if any, are complete and findings on all claims have been finally resolved, whichever is the greater period of time. City, if it elects, has the right to require that any or all of such records and accounts be submitted for audit to City or to a certified public accountant to be selected by City. If it shall be determined, as a result of such audit, that there has been a deficiency in the payments due to City hereunder, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if payments have been understated by more than two percent (2%) and City is entitled to an increase in payments due hereunder as a result of such understatement, then Concessionaire shall pay the cost of such audit by City or City's designated auditor. In the event Concessionaire shall be delinquent in furnishing to City any monthly statement or other statements required hereunder and shall not furnish said statements to City within two (2) days following the request for same, then Concessionaire shall be automatically in default of this Contract, and shall constitute grounds for termination of this Contract by City.

14. TAXES AND LICENSES

14.1 Concessionaire shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees and applicable employment taxes which are now or may hereafter be levied upon Concessionaire, or upon the business conducted on the Golf Course by Concessionaire, or upon any of Concessionaire's property used in connection therewith; and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Concessionaire. Failure to comply with the foregoing provisions shall constitute grounds for termination of this Contract by City.

15. ASSIGNMENT AND SUBLETTING

15.1 Concessionaire shall not assign this Contract or any portion hereof, or allow same to be assigned by operation of law or otherwise, or sublet the Contract or any part thereof. Any assignment or subletting by Concessionaire shall constitute grounds for termination of this Contract by City.

15.2 Without the prior written consent of Concessionaire, City shall have the right to transfer and assign, in whole or in part, any of its rights and obligations under this Contract and in the Golf Course Clubhouse referred to herein; and to the extent that such assignee assumes City's obligations hereunder, City shall, by virtue of such assignment, be released from such obligation.

16. CONCESSIONAIRE'S EMPLOYEES

16.1 Concessionaire shall provide and train, at his sole cost and expense, a sufficient number of employees to comply with his contractual obligations hereunder. Such employees of Concessionaire shall in no way be construed as City employees nor shall they be entitled to any compensation or benefits from or by the City.

16.2 Concessionaire shall develop and enforce a policy of employee standards for on-the-job conduct, appearance and demeanor.

17.3 Concessionaire shall pay wages that are not less than the minimum wages required by federal and state statutes to persons employed in the food and beverage concession.

17. NON-DISCRIMINATION

17.1 Discrimination based on race, color, sex, age, religion, disability, political affiliation, belief, or national origin, directly or indirectly, in employment practices or in the use of or admission to the Golf Course Clubhouse Food and Beverage Service is prohibited.

18. MINIMUM WAGE

18.1 Concessionaire shall not, except as may otherwise be permitted by applicable laws and regulations, pay less than the minimum wage required by Federal and State statutes to persons employed in his operations hereunder.

19. CONFLICT OF INTEREST

19.1 Concessionaire acknowledges that he is informed that Texas law prohibits contracts between the Concessionaire and any local public official, such as a City officer or employee, and that the prohibition extends to an officer or employee of City agencies, such as City-owned utilities and certain City boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Concessionaire certifies (and this Contract is made in reliance thereon) that neither he, nor his employees or agents, nor any person having a substantial interest in this Contract is an officer or an employee of the City or any of its agencies.

20. CITY RESERVATIONS

20.1 City reserves the right to approve or disapprove any food and beverage service Special Event scheduled by Concessionaire; any function that requires a third party vendor must receive written approval from the Director five (5) days prior to the event.

21. AMENDMENT

21.1 This Contract, together with and any attached exhibits, constitutes the entire agreement between the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto. No amendment, modification or alteration of the terms of this Contract shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

22. SEPARABILITY

22.1 If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision of this Contract that is illegal, invalid or unenforceable there be added as a part of this Contract a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

23. NOTICES

23.1 Notices to City required or appropriate under this Contract shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to the City Secretary, P.O. Box 1449 Copperas Cove, TX. 76522, or to such other address as may have been designated from time to time in writing by the City Manager of the City of Copperas Cove. Notices to Concessionaire shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to Concessionaire at the address currently on file with the Manager or at such other address on file with the City Secretary as Concessionaire may provide from time to time in writing to City.

24. PARTIES BOUND

24.1 The covenants and agreements herein contained shall inure to the benefits of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and if there shall be more than one party designated as Concessionaire in this Contract, they shall each be bound jointly and severally hereunder.

25. TEXAS LAW TO APPLY

25.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN CORYELL COUNTY, TEXAS.**

26. GENDER

26.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

27. CAPTIONS

27.1 The captions contained in this Contract are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Contract.

28. ENTIRE AGREEMENT

28.1 This Contract, together with the authorizing ordinance and any attached exhibits, constitutes the entire Contract between the parties hereto respecting the subject matter herein, and any other written or parol agreement with City regarding the subject matter herein is hereby expressly waived and terminated by Concessionaire. It is understood that the Charter of the City requires that all contracts with the City be in writing and adopted by ordinance. Further, no amendment, modification or alteration of the terms of this Contract shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the parties hereto and approved by such an ordinance.

IN WITNESS WHEREOF, we have affirmed our signatures this _____ day of _____, 2010.

City of Copperas Cove

ATTEST:

_____
Jane Lees, City Secretary

By:_____
Andrea M. Gardner, City Manager

APPROVED AS TO FORM:

_____
Charles E. Zech, City Attorney

By:_____
Nalani Morrison

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-2

Contact – Margaret Handrow, Library Director, 547-8958
mhandrow@ci.copperas-cove.tx.us

SUBJECT: **Reappointment of Lay Representative to the Central Texas Library System.**

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1. BACKGROUND/HISTORY

Lay Representatives to the Central Texas Library System are appointed annually by the City Council. Lay Representatives may be any interested Copperas Cove citizen, and may serve an unlimited number of terms.

2. FINDINGS/CURRENT ACTIVITY

Marion Palumbo has submitted her application to serve as the Lay Representative to the Central Texas Library System. A copy of her application is attached.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

Library staff recommends the renewed appointment of Marion Palumbo as the Lay Representative to the Central Texas Library System.

Central Texas Library System, Inc.
Lay Representative Form – FY2011

The following people have been selected by this library's governing body to be our Lay Representative and alternate.

RETURN TO CTLS BY September 1, 2010

LIBRARY: Copperas Cove Public Library **DATE:** 08/12/2010

LAY REPRESENTATIVE: Marion Palumbo

_____ **New Appointment** __x__ **Continuing Appointment**

Address: 702 Judy Lane
Copperas Cove, TX 76522

Phone: 254-547-5975 E-mail: palumbj@vvm.com

ALTERNATE: _____

_____ **New Appointment** _____ **Continuing Appointment**

Address: _____

Phone: _____ E-mail: _____

_____
(Signature of Library Director or head of governing body)

Scan & Email to Katelyn.patterson@ctls.net
Fax to 512-583-0709
Or mail
CTLS
1005 West 41st Street, Ste 100
Austin, TX, 78756

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item I-3

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

SUBJECT: **Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to provide all professional services associated with the preparation of an application for funding to the Texas Department of Rural Community Affairs (TDRA) under the Texas Community Development Program (TCDP) 2011/2012 Funding Cycle for water or sewer system improvements in an amount not to exceed $2,450.**

---

1. BACKGROUND/HISTORY

Every two years, the Office of Rural Community Affairs provides funding opportunities for small, rural cities with populations less than 50,000, and to counties that are not eligible for direct funding from HUD. The funding cycle deadline is anticipated to be October 8, 2010 with funding to be announced in early 2011. The grant maximum award for the region is $275,000.

The rural-focused program serves approximately 1,017 eligible rural communities, 245 rural counties, and provides services to over 375,000 low- to moderate-income beneficiaries each year. Of the 1,017 cities eligible for CDBG funds, 740 have a population of less than 3,000 and 424 have a population of less than 1,000. The demographics and rural characteristics of Texas have shaped a program that focuses on providing basic human needs and sanitary infrastructure to small rural communities in outlying areas.

The CDBG program is governed by Title I of the Housing and Community Development Act of 1974 (the Act) and Federal regulations at 24 CFR 570, Subpart I. The introduction of the CDBG program in 1974 signaled a move away from individual categorized federal development assistance programs towards the block grant model, which gives communities broad latitude in using funds for a variety of development activities. The Omnibus Budget Reconciliation Act of 1981 authorized states to administer the CDBG programs.

TDRA administers the CDBG programs according to the following goals:

- Improve public facilities to meet basic human needs, principally for low- and moderate-income persons.

- Improve housing conditions, principally for persons of low- and moderate-income.
- Expand economic opportunities by creating or retaining jobs, principally for low- and moderate-income persons.
- Provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

2. FINDINGS/CURRENT ACTIVITY

Grant Development Services, Inc. will work with City staff and a City selected contract engineer to prepare all documentation in connection with an application to fund waterline and wastewater line improvements within targeted areas in the city. The proposed project will include improvements, which are contained in the City's FY 2010 -2014 Capital Improvements Plan.

A copy of the proposed contract is attached for your review.

The application process will include a public hearing and two public notices.

If funded, the City will contract with a Project Administrator, and Project Engineer to prepare necessary documents to implement the grant and to design the construction improvements. The construction will be let through a bid contract process as required by city ordinance and grant regulations.

3. FINANCIAL IMPACT

The $2,450 fee for professional services provided by GDS, Inc. for the preparation of the application of funding to the TDRA under the TCDP 2011/2012 Funding Cycle will be absorbed in the General Fund Non-Departmental Budget.

4. OPTIONS/RECOMMENDATION

City staff recommends authorization be granted to the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to provide all professional services associated with the design and preparation of application documents necessary for securing funding under the 2011/2012 Texas Community Development Program (TCDP) not to exceed $2,450.

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

STATE OF TEXAS

§

COUNTY OF CORYELL

Letter of Agreement entered into this _____ day of _____ 2010 by and between the City of Copperas Cove , State of Texas (hereinafter called the "CITY") acting herein by Andrea Gardner, City Manager, hereunto duly authorized and J Gandolf Burrus, President, hereunto duly authorized acting for Grant Development Services, Inc. (hereinafter called "GDS").

Whereas the CITY desires to engage GDS to render professional services to **prepare and submit** a 2011/2012 Community Development Block Grant Application for funding hereinafter referred to as "CDBG", requesting federal financial assistance to the from the Texas Department of Rural Affairs, (hereinafter called the "Funding Agency" or "TDRA") **for the construction of water and/ or wastewater services and improvements,** and

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

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

The Parties do mutually agree as follows:

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

2. **Scope of Services.** The scope of services to be provided by GDS shall consist of:
   (a) The assembly of available and necessary documents to design, prepare and submit a Community Development application to the Funding Agency prior to the submittal deadline;

(b) Submittal of the application and supporting documents to the Regional Review Committee prior to the established deadline;
(c) Assistance in the preparation of an oral presentation to be given by CITY officials before the Regional Review Committee
(d) And preparation and submittal of any and all additional information requested by either the Funding Agency or the Regional Review Committee.

3. **CITY Responsibilities.** To facilitate the commitments made by GDS, the CITY agrees to the following:
   (a) The CITY will agree to designate one individual as the contact person for all communications and the fulfillment of all program responsibilities within the CITY. That person(s) shall be Wesley Wright and Bob McKinnon.
   (b) The CITY shall agree to supply GDS with copies of all communication or correspondence received regarding its Community Development application;
   (c) The CITY shall provide GDS with a letter authorizing GDS as its representative, to interact with the Funding Agency on the behalf of the CITY;
   (d) The CITY will secure from a registered engineer, descriptions of the infrastructure problem and the corresponding sealed cost estimates to be addressed in the application;
   (e) The CITY shall pay all publishing costs in regards to public hearing notices as required.

4. **Compensation for Application Preparation Services.** All services described in Section the Letter of Agreement shall be provided for a lump sum fee of **$950.00** (Nine Hundred and Fifty Dollars) upon signing this Letter of Agreement.

   The CITY will reimburse GDS for the hard costs of travel, photography, postage, illustrations and maps, duplicating and submitting required copies of the application. This fee will not exceed **$1,500** (One Thousand Five Hundred dollars).

5. **Compensation for Administrative Services.** GDS shall be due compensation from the CITY to perform administrative services related to grant receipt and implementation.

   The CITY agrees that it will utilize its local funds to retain GDS to perform administrative services related to grant receipt and implementation. The fee for these administrative services shall be equal to 10% (ten percent) of the grant amount awarded to the CITY by the Funding Agency as a result of the application commissioned by this Letter of Agreement. A portion of this 10% fee may be payable with grant funds.

6. **Access to Information.** It is agreed that all materials, data, reports, financial information, maps used for the carrying out of work outlined in Attachment A. Scope of Services. are the property of the CITY. As required by the application procedures, all original documents will be forwarded to the Funding Agency. One (1) copy of the entire application documents shall be forwarded to the CITY for its permanent records.

7. **Amendments to Letter of Agreement.** This contract may be amended only in writing and shall require the mutual consent of both parties. Should amendments be required which exceed

the Scope of Services in Attachment A, GDS reserves the right to request additional compensation based on the scope of the additional services to be performed.

8. **GDS Responsibilities.** GDS shall comply with the requirements of all applicable laws, rules and regulations and shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the Social Security, Workers Compensation and Income Tax laws for compensation received for services rendered under this letter of agreement.

9. **Termination of Agreement:** Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail.

10. **Jurisdiction.** This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Coryell County, Texas.

Passed and approved this _____day of _____ , 2010

ATTEST:

_____

Andrea M. Gardner
City Manager
For the City of Copperas Cove

_____

Jane Lees
City Secretary
For the City of Copperas Cove

_____

J Gandolf Burrus, President
For Grant Development Services, Inc.

ATTACHMENT A
PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system

2. Maintenance of filing system

3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters

4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations

5. Furnish Locality with necessary forms and procedures required for implementation of project

6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TDRA

7. Prepare and submit to Department documentation necessary for a budget modification of the TCDP contract

8. Conduct re-assessment of environmental clearance for any budget modifications

9. Prepare and submit quarterly reports (progress and minority hiring)

10. Prepare Recipient Disclosure Report form for Locality signature and submittal

11. Establish procedures to document expenditures associated with local administration of the project

12. Provide guidance and assistance to Locality regarding acquisition of property:
    - Submit required reports concerning acquisition activities to Department
    - Establish a separate acquisition file for each parcel of real property acquired
    - Determine necessary method(s) for acquiring real property
    - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
    - Assist the Locality in negotiation with property owner(s)

13. Maintain TCDP Property Management register for any property/equipment purchased or leased

14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either TDRA or HUD

B. Financial Management

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.

2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.

3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.

4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.

5. Review invoices received for payment and file back-up documentation

6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters

7. Assist the Locality in establishing procedures to handle the use of any TCDP program income.

C. Environmental Review

1. Prepare environmental assessment.

2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.

3. Document consideration of any public comments.

4. Prepare any required re-assessment of environmental assessment.

5. Ensure compliance with EO 11988 for projects in the flood plains.

6. Prepare Request for Release of Funds and certifications to be sent to Department.

D. Acquisition

1. Prepare required acquisition report(s).

2. Maintain a separate file for each parcel of real property acquired.

3. Determine necessary method(s) for acquiring real property.

4. Prepare correspondence with property owners

5. Prepare required acquisition reports and submit to Department.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).

   - Assist Locality in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.

   - Assist Locality in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.

   - Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.

2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.

3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.

4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.

5. Request wage rates from Department.

6. Provide sample TCDP contract documents to engineer.

7. Advertise for bids.

8. Make Ten-Day call to Department.

9. Verify construction contractor eligibility with Department.

10. Review construction contract.

11. Conduct pre-construction conference and prepare minutes.

12. Submit any reports of additional classification and rates to Department.

13. Issue Notice of Start of Construction to Department.

14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.

15. Process and submit change orders to Department prior to execution.

16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.

17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.

2. Maintain documentation of all project beneficiaries by ethnicity and gender.

3. Prepare Section 3 and Affirmative Action Plan.

4. Prepare all Section 504 requirements.

5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation

1. Prepare and submit local relocation guidelines to Department for approval.

2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.

3. Interview relocatees and identify assistance needs.

4. Maintain a relocation record for each individual/family.

5. Provide education/assistance to relocatees.

6. Inventory local available housing resources and maintain a referral list.

7. Issue appropriate notices to relocatees.

8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to Department for approval.

2. Assist Locality in establishing escrow account and obtaining Department approval.

3. Develop outreach and necessary application processing/verification forms.

4. Screen applicants.

5. Prepare work write-ups and cost estimates.

6. Issue Notice to Proceed to construction contractor(s).

7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.

8. Maintain client files following Department requirements.

I. Audit / Close -Out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.

2. Assist Locality in resolving any monitoring and audit findings.

3. Assist Locality in resolving any third party claims.

4. Provide auditor with TCDP audit guidelines.

PAYMENT SCHEDULE

PROFESSIONAL MANAGEMENT SERVICES

Locality shall reimburse Grant Development Services, Inc. for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Establishment of Recordkeeping System	10%
• Completion of Environmental/Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	20%
• Labor Standards Compliance/Completion of Construction	10%
• Comply with EEO / Fair Housing Requirements	10%
• Labor Standards Compliance / Completion of Construction	20%
• Filing of all Required Close-out Information	5%
Total	**100%**

ATTACHMENT B
TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

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

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

2. Termination for Convenience of CITY. The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the CITY as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The CITY may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder if the project is amended to expand its scope or duration. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between CITY and the Firm, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with CITY.

b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CITY thereto: Provided, however, that claims for money by the Firm from CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to CITY.

6. Reports and Information. The Firm, at such times and in such forms as CITY may require, shall furnish CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Firm shall insure that CITY maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. CITY shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of CITY.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.

10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:

a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by The CITY setting forth the provisions of this non-discrimination clause.

b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.

c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974.

a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

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

a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by

or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The contractor will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a CITY. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, director indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-4
Contact – Andrea Gardner, City Manager, 547-4221
agardner@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on authorizing the City Manager to complete the merger ballot approving the proposed merger of CAPP (Cities Aggregation Power Project) and STAP (South Texas Aggregation Project) effective January 1, 2011 and changes the name of CAPP to Texas Coalition for Affordable Power (TCAP) effective November 1, 2010 and acceptance of the Texas Coalition for Affordable Power (TCAP) Bylaws to become effective November 1, 2010.**

1. BACKGROUND/HISTORY

In 2006, rising natural gas prices generated tremendous increases in the price to beat rate; thus, City staff researched options regarding electricity rates and recommended becoming a member of Cities Aggregation Power Project, Inc. (CAPP). Thus, on April 4, 2006, the City Council accepted the CAPP Bylaws and authorized payment of the CAPP membership fee in the amount of $4,961.40. The City's membership in CAPP has provided purchasing power with other cities and protected the City against the fluctuations in natural gas rates. Additional benefits the City receives as a member of CAPP are highlighted in an attachment titled "Benefits of CAPP Membership".

On June 6, 2006, the City Council approved Resolution 2006-23, authorizing CAPP to negotiate an electric supply agreement for deliveries of electricity effective January 1, 2007 and authorized execution of a contract with CAPP for the City's 2007 and 2008 electricity needs. The table below includes the City's historical data for electricity pricing:

CONTRACT PERIOD	ENERGY PRICE ($/kWh)
January 2002 – December 2003	.04397
January 2004 – December 2005	.053065
January 2006 – June 2006	.0947038
July 2006 – December 2006	.077517*
January 2007 – December 2007	.08132
January 2008 – June 2008	.08571
July 2008 – September 2008	.10855

October 2008 – December 2008	.13589
January 2009 – December 2013	.07667**

*CAPP Rate **Average energy price for 2009-2013

2. FINDINGS/CURRENT ACTIVITY

On August 5, 2010, the Board of Directors of CAPP met in Arlington, Texas to facilitate the Corporation's merger with STAP. The Board agreed the Corporation's name shall be changed to Texas Coalition for Affordable Power (TCAP) effective November 1, 2010. Furthermore, the Board agreed the attached TCAP Bylaws shall replace the existing CAPP Bylaws effective November 1, 2010, assuming the approval of the Bylaws and merger with STAP by the CAPP membership.

For comparative purposes, the existing CAPP Bylaws are attached.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to complete the Merger Ballot approving the proposed merger of CAPP and STAP effective January 1, 2011 and changes the name of CAPP to TCAP effective November 1, 2010 and acceptance of the TCAP Bylaws effective November 1, 2010.

Benefits of CAPP Membership

1. **Historic Favorable Pricing** – CAPP's buying power as a large aggregated load is attractive to service providers allowing CAPP's consultants to use this fact, in combination with their market expertise, to negotiate favorable pricing and terms of service. From 2002 through 2006, CAPP saved its members over $85 million over Price to Beat rates, an average of over 19% savings over the five year period.

2. **Reliable REP Services** – A great energy price is not so attractive if superior customer service is not included. CAPP's contract is structured as a 3 party agreement, meaning there is both a REP services provider as well as a wholesale energy provider. This arrangement allows for receiving the best billing and customer service available, while also securing the most favorable pricing option. Due to the excellent customer service received by members, CAPP has opted to contract with the same REP, Direct Energy, which CAPP has utilized since 2004. By maintaining a constant REP, members are not subject to the hassle of having to switch accounts over to a new REP, run the risk that accounts will be inadvertently dropped or switches delayed, or need to learn a new billing format in order to effectively reconcile and pay invoices.

3. **Access to Consultants** – CAPP members have access, both individually and through the aggregation as a whole, to energy and legal consultants. Members have historically found this feature extremely beneficial when they encounter issues or are asked questions by elected officials concerning the energy markets. Additional benefits provided by these consultants include contract negations and regulatory reporting assistance, as well as providing data and information concerning the energy industry.

4. **Managing Expenditures** – As an aggregated group, CAPP can perform functions one time for the benefit of all members instead of each member performing these functions individually. Thus, the cost for issuing and reviewing RFPs, engaging technical expertise when needed, or other expenditures, would be much more expensive for an individual than what is paid per member in aggregation fees

5. **Legislative Advocacy** – CAPP members benefit from CAPP's commitment to fight potential legislation that may harm members and consumers while advocating for beneficial legislative action in energy issues.

6. **Contract Terms** – In addition to securing favorable pricing, CAPP's consultants also monitor and negotiate contract terms to ensure CAPP members receive more beneficial terms and conditions than are found in a REP's standard contract for service. Minimizing bandwidth issues by contracting on a total CAPP load basis and providing for favorable treatment in adding and deleting accounts are two examples of this benefit.

7. **Internet Access to Data** – Direct Energy offers an extensive web portal to which members can log in to view and download multiple data sets and reports including consumption comparisons and reports, billing data, actual invoices, TDSP charge details, account reconciliation summaries, and payment listings. CAPP is also working with a consultant to provide enhanced web portal features in 2009.

8. **Open Monthly Meetings** – The CAPP board meets on a monthly basis to discuss relevant issues and all members are encouraged to attend, participate in discussions, ask questions, and network with their peers.

9. **Peer Networking** – The CAPP board and its meetings have become a valuable resource for members.

10. **Consultant Resources** - CAPP consultants provide an array of valuable resources electronically through newsletters, via the CAPP website, by telephone and in person.

Revised April 2005

BYLAWS
OF
CITIES AGGREGATION
POWER PROJECT, INC.

ARTICLE I. Name and Purpose

1.1 Name. This corporation shall be known as Cities Aggregation Power Project, Inc.

1.2 Purpose. The corporation has been organized for any and all lawful business for which corporations may be organized under the Texas Non Profit Corporations Act, for the purposes of purchasing electricity, aiding or acting on behalf of its Members with respect to their own electricity use for their respective public facilities and that of their citizens, negotiating on behalf of its Members for the purchase of electricity, making contracts for the purchase of electricity, and taking any other actions necessary to purchase electricity for use in the public facilities of the political subdivision or subdivisions represented by the corporation, for the purposes of acting as a local cooperative organization to purchase goods and services for its members, and for all other purposes as may be permitted by law for political subdivision corporations.

ARTICLE II. Board of Directors

2.1 Composition. There shall be a Chair and a Vice Chair on the board and such other directors as required for the performance of duties.

2.2 Powers. The affairs of the Corporation shall be managed by the Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not prohibited by statute, by the Articles of Incorporation of the Corporation, or by these Bylaws. By illustration and without limitation, included among the powers of the Board of Directors is the power to negotiate the purchase of electricity, aid or act on behalf of the political subdivisions for which the corporation is created, make contracts for the purchase of electricity, purchase electricity, and take any other action necessary to purchase electricity for use in the public facilities or by the citizens of the political subdivision or subdivisions represented by the Corporation; provided, however, no Member shall be obligated under any such contract unless the Member approves such contract.

2.3 Number, Tenure and Qualification. (a) Directors shall be elected to the Board at annual meetings of the Members as hereinafter described from a slate presented by the Board and from nominations by Members. A Nominating Steering Committee shall be appointed by the chair and shall assemble and publish said nominations for a vote of the membership. Nominations for membership on the Board made by Members shall not be considered at any meeting of the Members unless such nomination has been presented in writing, signed by the Member or Members proposing the same, and filed with the Secretary of the Corporation at least sixty (60) days prior to the date of the meeting at which said nominations are to be considered. Nominations for Board positions are open

to the entire membership. From the nominations so made and no others, and from the slate presented by the Nominating Steering Committee to the Board, Directors shall be elected, and the person or persons receiving the highest number of votes shall be declared elected. If the election of Directors shall not be held on the day designated herein for any annual meeting of the Members, or at any adjournment thereof, the Board shall cause the election to be held at a special meeting of the Members, which shall be convened as soon thereafter as is possible.

(b) The Board of Directors shall consist of 10 members. Places 1, 2, 3, 4, 5, 6 and 10 will be selected by electricity consumption through CAPP. "At Large" places 7, 8 and 9, will be filled with the candidate receiving the highest votes after the board places are filled for places 1, 2, 3, 4, 5, 6 and 10. The Board shall appoint a nominating committee which shall divide the membership by kWh usage through CAPP. Directors serving in place numbers that are odd shall be elected in odd numbered years and directors serving in place numbers that are even shall be elected in even numbered year.

The usage allocation will be determined as follows:

Places 1 and 2	30 million kWh, but less than 350 million kWh
Places 3 and 4	At least 15 million kWh, but less than 30 million kWh
Places 5 and 6	Less than 15 million kWh
Places 7,8,9	At Large
Place 10	350 million kWh, or more

The number of Directors may be increased or decreased by resolution of the Board, but no increase shall have the effect of shortening the term of an incumbent Director.

(c) Only the CAPP member's officially designated CAPP representative is entitled to vote. One vote shall be cast for each place on the ballot and no more than one vote may be cast for the same nominee. If voting results in a tie vote for any Board Place, the Chairman will call for a run-off election. Each CAPP Representative will be asked to cast one vote per Board Place. The member receiving the most votes will be declared the winner.

(d) Each Director of the Board must be an elected official or full-time salaried employee of a Member. Any Director who is an official or full-time salaried employee of an entity that ceases to be a Member participant of the Corporation, and any Director who ceases to be an official or full-time salaried employee of a Member, shall be automatically disqualified to serve as a Director, and the position shall become vacant, such vacancy to be filled in the manner provided in Section 2.5 of this Article II.

2.4 Removal. Directors may be removed from office, with or without cause, by an affirmative vote of the majority of the Members then entitled to vote at an election of the Directors at an annual meeting of the Members or a meeting called expressly for that purpose; provided, no action to remove any Director shall be sufficient unless written

notice that such action is to be considered shall have been given to all Members by the Chair or Secretary at least sixty (60) days before the meeting.

2.5 Vacancies. Any Director may resign at any time by giving written notice to the Secretary of the Corporation. Such resignation shall take effect at the time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining Directors though less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any place on the Board to be filled by reason of an increase in the number of Directors shall be filled by the affirmative vote of a majority of the Directors then in office. A Director chosen to fill a position resulting from an increase in the number of Directors shall hold office until the next annual meeting of Members, at which time a successor shall be elected to serve until the expiration date set for his or her designated place.

2.6 Regular Meetings. A regular meeting of the Board shall be held annually in conjunction with the annual meeting of Members, for the purpose of organization, election of officers, and consideration of any other business that properly may come before the Board. The Board may provide, by resolution, the time and place for the holding of additional regular meetings.

2.7 Special Meetings. Special meetings of the Board may be called by the Chair of the Board or at the written request of any two Directors. The person or persons authorized to call special meetings of the Board may fix the place for holding any special meeting of the Board so called. If no place is fixed, the place of meeting shall be the principal office of the Corporation in Texas.

2.8 Voting; Quorums. A majority of the number of Directors described in by Section 2.3 shall constitute a quorum for the transaction of business. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, provided, however, the Board may, by resolution, delegate any of its powers in whole or in part, temporarily or permanently, to any Director or committee of Directors then acting; any such delegation shall be by written instrument filed in the records of the Corporation.

2.9 Notice of Meetings. Notice for board meetings shall be provided to all Directors and Members either by mail not less than seventy-two (72) hours before the date of the meeting, by telephone, telegram, or telecopy on twenty-four (24) hours notice or on such shorter notice as the person or persons calling such meeting may deem necessary or appropriate in the circumstances.

2.10 Informal Action by Directors. Any action required to be taken at a meeting of the Directors, or any other action which may be taken at a meeting of the Directors, may be taken without a meeting if a consent or consensus in writing, setting forth the action so

taken, shall be signed by all of the Members with respect to the subject matter thereof. Such consent or consents shall have the same force and effect as a unanimous vote of the Directors.

2.11 Compensation. Duly elected or appointed Directors shall serve without compensation, but shall be reimbursed for reasonable costs of travel, meals, lodging and incidental expenses while on official business for the Corporation.

2.12 Reliance on Professionals and Experts. Directors are authorized to rely on information, opinions, reports and statements, including financial statements and other financial data, prepared or presented by others to the fullest extent permitted by applicable law.

2.13 Executive Committee. The Chair of the Board may appoint an Executive Committee of the Board to handle the affairs of the Board when regular or special Board meetings are not in session, with such functions as may be designated to the Executive Committee by the Board through a resolution properly adopted. The Executive Committee may consist of the Chair, Vice-Chair, and one or two other Directors as designated by the Chair.

2.14 Other Committees. The Chair is authorized to form any committees as needed in order to assist the Board with its information gathering and deliberations.

2.15 Specific Powers and Duties. The Board, in addition to other powers and duties herein conferred, imposed, and authorized by law, shall have the following powers and duties:

(a) It shall carry out all of the duties necessary for the proper operation and administration of the Corporation on behalf of the Members and to that end shall have all of the powers necessary and desirable for the effective administration of the affairs of the Corporation.

(b) It shall be authorized to contract with any qualified individual, firm or organization to perform any of the functions necessary for the effective administration or operation of the Corporation, or to provide for the fiscal protection of the Corporation or in keeping with its fiduciary responsibilities as Directors.

(c) It may hire attorneys, accountants, consultants, or such other professional persons that it may deem necessary aid to or for the Corporation. Those persons shall be paid as provided in the contract for hire as executed by the Chair of the Board.

(d) It shall have the general power to make and enter into all contracts, leases and agreements necessary or convenient to carry out any of the powers granted under these bylaws or by any other law.

(e) It shall provide for an annual audit of the books of the Corporation to be supplied to the Membership within 120 days following the close of each Corporation Year, or as soon thereafter as practicable.

(f) It shall have the authority to terminate membership of any Member that fails to abide by the reasonable requirements of the Board concerning payment of annual dues or aggregation fees as provided in Article V, cooperate with any of the agents hired to provide administrative services on behalf of the Board, or takes any other action that may be detrimental to the Corporation.

(g) It may collect interest on all past due accounts not to exceed the amounts allowed under applicable law.

ARTICLE III. Officers

3.1 Generally. The Board shall elect from among their number a Chair of the Board and a Vice-Chair of the Board. The Board shall designate a Secretary, who may or may not be a Director, to keep the minutes and the records of the Board. The Board may appoint such other officers, assistant officers, committees and agents, including a treasurer, assistant secretaries and assistant treasurers, as they may consider necessary, who shall be chosen in such manner and hold their offices for such terms and have such authority and duties as may from time to time be determined by the Board. No person may simultaneously hold two offices. In all cases where the duties of any officer, agent or employee are not prescribed by the bylaws or by the Board, such officer, agent or employee shall follow the orders and instructions of the Chair of the Board.

3.2 Election; Tenure. The Chair of the Board, the Vice-Chair, and the Secretary shall be elected at the organizational meeting of the Board. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as a meeting may be conveniently convened. Other officers may be chosen by the Directors at such meeting or at any other time. Each officer shall hold office until the first of the following occur: until his or her successor shall have been duly elected and shall have qualified; or until his or her death; or until he or she shall resign; or until he or she shall be disqualified pursuant to these bylaws; or until he or she shall have been removed in the manner hereinafter provided.

3.3 Removal. Any officer or agent may be removed by majority vote of the entire Board for cause or without cause whenever in its judgment the best interests of the Corporation will be served thereby. Neither notice nor a hearing need be given to any officer or agent proposed to be so removed. Election or appointment of an officer or agent shall not in itself create contract rights.

3.4 Vacancies. A vacancy in any office, however occurring, may be filled by the Board for the unexpired portion of the term.

3.5 Powers and Duties of the Chief Executive Officer. The Chair of the Board shall be the Chief Executive Officer of the Corporation. Subject to the control of the Board and the Executive Committee, the Chief Executive Officer shall have general executive charge,

management and control of the properties, business and operations of the Corporation with all such powers as may be reasonably incident to such responsibilities; may agree upon and execute all leases, contracts, evidences of indebtedness and other obligations in the name of the Corporation; and shall have such other powers and duties as designated in accordance with these bylaws and as from time to time may be assigned to him or her by the Board. He or she shall preside at all meetings of the Members and of the Board.

3.6 Vice-Chair. The Vice-Chair shall assist the Chair and shall perform such duties as may be assigned to him or her by the Chair or by the Board. In the absence of the Chair, the Vice-Chair shall have the powers and perform the duties of the Chair. In addition, the Vice-Chair shall have such other powers and duties as from time to time may be assigned to him or her by the Chair or by the Board.

3.7 Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the Members, the Executive Committee and the Board; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be custodian of the records and of the seal of the Corporation and affix the seal to all documents when authorized by the Board; (d) keep at the Corporation's principal place of business within the State of Texas a record containing the names and addresses of all Members; and

(e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the Chair or by the Board.

3.8 Executive Director; Other Officers. The Board may select and appoint an Executive Director and any other employees to serve at the pleasure of the Board. At the discretion of the Board, the Executive Director may be an independent contractor or an employee of the corporation. The Executive Director and any other such employees duly selected and appointed employees shall receive such compensation and other benefits as the Board may determine, and, additionally shall be entitled to reimbursement of expenses for attendance at official meetings of and official functions for the Corporation.

ARTICLE IV. Membership

4.1 Eligibility. Any political subdivision that approves the Articles of Incorporation and these Bylaws by ordinance, resolution, or order adopted by the governing body of the political subdivision and that purchases electricity for one or more of their respective public facilities is eligible for membership in Cities Aggregation Power Project, Inc., subject to the right of the Board to determine eligibility and conditions of membership, and subject further to the authority of the Board to terminate membership of any Member as provided herein, or in any agreement made between the Member and the Corporation.

4.2 Representation. Each Member shall appoint, by formal action by its governing body, a representative to act for it at the meetings of Members and shall give to the chair of the Board of Directors in writing the name of the person thus appointed. Only appointed representatives may act on behalf of Members in the conduct of business of the

corporation. If at any time a Member withdraws from participation or otherwise has its membership status terminated, that Member shall no longer have a representative in the Membership, on the Board, or on any committee of the Corporation. Each Representative will serve until a successor is appointed.

4.3 Withdrawal. Any Member may withdraw from participation in the activities of the Corporation at any time upon thirty (30) days notice, whereupon it shall cease to be a Member, shall cease to be entitled or obligated to participate in the activities of all committees and subcommittees of the Board of Directors and shall have no further obligations as a Member; provided, however, that if such notice is given more than thirty (30) days after such Member's receipt of its statement of annual dues, fees and expenses for a fiscal year, the Member shall be obligated to pay for the full fiscal year within which such termination is effective.

4.4 Voting Rights. Voting rights are limited to Members. Each Member shall be entitled to one vote in any regular or special meeting of the members upon all matters of business. Such vote may be exercised in person or by mail by a representative of the Member duly authorized in writing; provided, however, that proxy and cumulative voting shall be prohibited.

4.5 Annual Meetings. The annual meeting of the Members shall be held at a time and on a date selected by the Chair of the Board, with written notice to each Member, for the purpose of electing Directors, receiving the annual report from the Board, and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Texas, such meeting shall be held on the next succeeding business day.

4.6 Special Meetings. Special meetings of the Members, for any purpose, unless otherwise prescribed by statute, may be called by the Board, and shall be called by the Chair of the Board or by the Secretary at the request of not less than one-tenth (1/10) of all of the outstanding Members of the Corporation.

4.7 Place of Meeting. The Board may designate the place for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting shall be called otherwise than by the Board, the place of meeting shall be the principal office of the Corporation in Texas.

4.8 Notice of Meeting: Voting by Ballots Forwarded by Mail. (a) Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purposes for which the meeting is called, shall be delivered, not less than ten (10) nor more than fifty (50) days before the date of the meeting (either personally, e-mail, facsimile or by mail), by or at the direction of the Chair of the Board or the Secretary to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. In order that Members may vote by mail, each notice of meeting shall include a

ballot containing each issue to be voted at that meeting and instructions as to the date by which such ballot must be postmarked in order for the vote to be counted.

(b) Whenever notice is required in this Section 4.8 of Article IV, a waiver thereof in writing signed by the Member, whether before, at, or after the time stated therein, shall be equivalent to such notice. By attending a meeting, a Member waives objections to lack of notice or defective notice of such meeting unless the Member, at the beginning of the meeting, objects to the holding of the meeting or the transacting of business at the meeting. Further, a Member waives objection to consideration at such meeting of a particular matter not within the purpose or purposes described in the meeting notice unless the Member objects to considering the matter when it is presented.

4.9 Quorum. A quorum for the election of Directors, and conducting normal business at all meetings of the Members shall be twenty-five percent of the Members present in person or voting by mail.

4.10 Informal Action by Members. Any action required to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members, may be taken without a meeting if a consent or consents in writing, setting forth the action so taken, shall be signed by all of the Members with respect to the subject matter thereof. Such consent or consents shall have the same force and effect as a unanimous vote of the Members.

ARTICLE V. Funding

5.1 Generally. Funding of the corporation shall be by member political subdivisions through the assessment of dues or through an aggregation fee charged per kilowatt-hour, or a combination of both as determined appropriate by the Board of Directors.

5.2 Initial Membership Fee. The initial membership fee shall be based upon ½ of 1% of the total annual electric bill of the last full year of billing information available prior to membership application. Such fee shall not exceed $14,000. The initial fee will be credited against future administrative fees. It is permissible for political subdivisions to pay the fee prior to formally joining the corporation and be credited with payment of the fee after a resolution approving the articles of incorporation and by-laws is passed by the political subdivision.

5.3 Board Authority. The Board shall have the authority to establish membership dues, an aggregation fee, or both, to be applicable to all Members of the Corporation. The Board may amend such dues and fees at its discretion. The Board shall have the authority to establish appropriate penalties that may be assessed against a Member for failure to pay the dues, aggregation fee, or both, established by the Board.

5.4 Statements. Membership fees will be billed annually; statements for other fees and expenses will be provided monthly as needed. Due dates for fees and expenses will be determined by the Board.

5.5 Books and Records. All Members of the corporation will have access to the books and records of the corporation, including financial statements and budgets; however, the Board of Directors may adopt policies that provide reasonable protection against the unnecessary disclosure of information to individual employees.

ARTICLE VI. Indemnification

6.1 Liability. A Director, officer, employee or agent of the Corporation who performs his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under similar circumstances, shall not have any liability by reason of being or having been a Director, officer, employee or agent of the Corporation and shall not have any liability for any action taken by any employee, agent or independent contractor selected with reasonable care, or for any loss incurred through the investment of or failure to invest monies of the Corporation or any Trust Account. No Director, officer, employee or agent shall be liable for any action taken or omitted by another Director, officer, employee or agent.

6.2 INDEMNIFICATION. EACH PERSON WHO AT ANY TIME SHALL SERVE, OR SHALL HAVE SERVED, AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, OR ANY PERSON WHO, WHILE A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, IS OR WAS SERVING AT ITS REQUEST AS A DIRECTOR, OFFICER, PARTNER, VENTURER, PROPRIETOR, TRUSTEE, EMPLOYEE, AGENT OR SIMILAR FUNCTIONARY OF ANOTHER FOREIGN OR DOMESTIC CORPORATION, PARTNERSHIP, JOINT VENTURE, SOLE PROPRIETORSHIP, TRUST EMPLOYEE BENEFIT PLAN OR OTHER ENTERPRISE, SHALL BE ENTITLED TO INDEMNIFICATION AS, AND TO THE FULLEST EXTENT, PERMITTED BY ARTICLE 1396 SECTION 2.22A OF THE TEXAS NON PROFIT CORPORATION ACT OR ANY SUCCESSOR STATUTORY PROVISION, AS FROM TIME TO TIME AMENDED, SUCH ARTICLE OR SUCCESSOR PROVISION, AS SO AMENDED, BEING INCORPORATED IN FULL IN THESE BYLAWS BY REFERENCE. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE TO BE INDEMNIFIED MAY BE ENTITLED AS A MATTER OF LAW OR UNDER ANY AGREEMENT, VOTE OF DISINTERESTED DIRECTORS, OR OTHER ARRANGEMENT. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE COULD INVOLVE INDEMNIFICATION FOR NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.

6.3 Advance Payment. The right to indemnification conferred in this Article VI shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 2 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article VI and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article VI or otherwise.

6.4 Appearance as a Witness. Notwithstanding any other provision of this Article VI, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

6.5 Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article VI shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to this Article VI may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation of the Corporation or these Bylaws, agreement, vote of members or disinterested Directors or otherwise.

6.6 Savings Clause. If this Article VI or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article VI as to costs, charges and expenses (including attorneys' fees), judgments, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article VI that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VII. Code Of Conduct

7.1 Policy and Purposes. (a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

7.2 Conflicts of Interest. (a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of $15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. An interest of a person related in the first degree by affinity (marriage relationship) or consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first degree by affinity or the first degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board. It is specifically recognized that as an official or employee of a public entity, that person’s primary loyalty is to the political subdivision that employs them. It shall not be a conflict of interest for said Board member to express opinions or vote in a manner that reflects the self-interest of the public entity that the Board member represents.

7.3 Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a Director or officer,

(b) a gift or other benefit conferred on account of kinship or a personal, professional. or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(1) not more than one honorarium is received from the same person in a calendar year;

(2) not more than one honorarium is received for the same service; and

(3) the value of the honorarium does not exceed $50 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted asa guest if reported as may be required by law.

7.4 Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of duty imposed by law on the Director or officer.

7.5 Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of an person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII. Miscellaneous Provisions

8.1 Fiscal Year. The fiscal year for the Corporation shall begin January 1 and end December 31. This fiscal year shall also be referred to as the Corporation Year.

8.2 Seal. The seal of the Corporation shall be such as from time to time may be approved by the Board.

8.3 Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

8.4 Appropriations and Grants. The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

8.5 Amendments. These bylaws may be amended by the Board after notice of the proposed amendments has been mailed to each Director of the Board at least ten (10) days prior to the day of the meeting to consider same. The Board shall recommend such changes as it deems necessary or desirable from time to time. Any amended Bylaws shall be signed by the Chair and attested to by the Secretary. A copy of any amendment shall be mailed immediately after its adoption to each Member.

8.6 Conflicts of Interest. Each Director, committee member and subcommittee member shall have an affirmative duty to disclose to the Board of Directors, the committee or subcommittee (as the case may be) any actual or potential conflicts of interest between such Director, committee member or subcommittee member, and the Corporation where, and to the extent that, such conflicts or potential conflicts directly or indirectly affect any matter that comes before the Board of Directors, or any committee or subcommittee. It shall not be a conflict of interest for a Director, committee member or subcommittee member to express opinions or vote the interests of the political subdivision Member that employs that individual.

MERGER BALLOT

As the designated representative of CAPP member _____, I acknowledge receipt of the CAPP Board's Corporate Resolution that recommends merger with South Texas Aggregation Project (STAP) effective January 1, 2001 and changes the name of Cities Aggregation Power Project to Texas Coalition for Affordable Power (TCAP) effective November 1, 2010. I acknowledge receipt of the TCAP Bylaws to become effective November 1, 2010 and the Plan of Merger, both of which were attached to the Corporate Resolution.

I _____ (check one)
print name

☐ Approval of the proposed merger.

☐ Disapprove of the proposed merger.

_____
Signature

_____
Representative of Member

_____
Date

Please return this completed form to Geoffrey Gay, General Counsel to CAPP by September 30, 2010 by one of the following:

Regular Mail:	Fax:	Email:
Geoffrey Gay c/o Lloyd Gosselink 816 Congress Avenue Suite 1900 Austin, Texas 78701	512-472-0532	ggay@lglawfirm.com

Exhibit A

AMENDED AND RESTATED BYLAWS

OF

TEXAS COALITION FOR AFFORDABLE POWER

WHEREAS, South Texas Aggregation Project, Inc., a Texas non-profit corporation, anticipates merger with Cities Aggregation Power Project, Inc., a Texas non-profit corporation, according to that certain Certificate of Merger of Non-Profit Corporation (the "***Certificate***") to be filed with the Secretary of State of Texas in December 2010, to be effective January 1, 2011, and according to that certain plan of merger attached thereto (the "***Merger***");

WHEREAS, Cities Aggregation Power Project, Inc., concurrently herewith shall change its name to Texas Coalition for Affordable Power effective November 1, 2010, in anticipation of the Merger;

WHEREAS, Cities Aggregation Power Project, Inc. desires to amend and restate its Bylaws as contained herein, to be effective November 1, 2010; and

WHEREAS, South Texas Aggregation Project, Inc. desires to participate in elections in the fall of 2010 for Board of Director positions for Texas Coalition for Affordable Power, which positions shall be in effect January 1, 2011, and shall ratify these Bylaws prior to said elections.

ARTICLE ONE

NAME, PURPOSES, POWERS AND OFFICES

Section 1.1. Name. The name of this corporation (the "***Corporation***") is Texas Coalition for Affordable Power.

Section 1.2. Purposes. The Corporation has been organized for any and all lawful business for which corporations may be organized under the Texas Business Organizations Code (the "***Code***"), for the purposes of purchasing electricity, aiding or acting on behalf of its Members (as hereinafter defined) with respect to their own electricity use for their respective public facilities and that of their citizens, negotiating on behalf of its Members for the purchase of electricity, making contracts for the purchase of electricity, and taking any other actions necessary to purchase electricity for use in the public facilities of the political subdivision or subdivisions represented by the Corporation, for the purposes of acting as a local cooperative organization to purchase goods and services for its Members, and for all other purposes a may be permitted by law for political subdivision corporations.

Section 1.3. Powers. The Corporation is a nonprofit corporation and shall have all of the powers, duties, authorizations and responsibilities as provided in the Code; provided, however, the Corporation shall neither have nor exercise any power, nor engage directly or indirectly in any activity, that would invalidate its status as a corporation that is exempt from federal income tax as an organization described in Section 501(c)(6) of the Internal Revenue Code (2010).

Section 1.4. Offices. The Corporation may have, in addition to its registered office, offices at such places, both within and without the State of Texas, as the Board of Directors may from time to time determine or as the activities of the Corporation may require.

ARTICLE TWO

MEMBERS OF THE CORPORATION

Section 2.1. Members. A "***Member***" of the Corporation shall be a political subdivision of the State of Texas that passes a resolution by its governing body that accepts the Certificate of Formation and Bylaws of the Corporation, pays its initial membership fee ("***Member Dues***"), and contracts for energy through the Corporation. A "***Large Member***" shall be a Member whose power usage shall be greater than or equal to 30 million kWh per annum. A "***Medium Member***" shall be a Member whose power usage shall be at least 15 million kWh per annum but less than 30 million kWh per annum. A "***Small Member***" shall be a Member whose power usage is less than 15 million kWh per annum.

Section 2.2. Associate Members. The Corporation may have associate members. An "***Associate Member***" is a political subdivision of the State of Texas whose governing body resolves to support the advocacy efforts of the Corporation, and pays annual dues that may be set from time to time by the Board of Directors ("***Associate Member Dues***"), but is not served under a power contract to which the Corporation is a party. Associate Members shall **not** have the right to vote on any matters of business of the Corporation, including, but not limited to, those voting rights described in Article 3 herein. The Board may, at its sole discretion, require a reinstatement fee of any Associate Member who desires to become a Member.

Section 2.3. Suspended Members. Any Member or Associate Member who is not currently served under a power contract to which the Corporation is a party and does not pay Member Dues or Associate Member Dues, shall have its membership in the Corporation suspended and shall be considered a "***Suspended Member***".

Section 2.4. Withdrawal of Member. Any Member or Associate Member may withdraw from participation in the activities of the Corporation at any time upon thirty (30) days prior written notice to the Board of Directors, whereupon it shall cease to be a Member or Associate Member, and shall cease to be entitled or obligated to participate in the activities of all committees of the Board of Directors and shall have no further obligations as a Member; provided, however, that if such notice is given more than thirty (30) days after such Members receipt of its statement of annual dues, fees and expenses for a fiscal year, the Member or Associate Member shall be obligated to pay for the full fiscal year within which such termination is effective. Withdrawal of membership shall have no effect on power agreements to which the withdrawing entity may be contractually obligated, including, but not limited to, the payment of the Corporation's Aggregation Fees for the duration of the then-current electric contract.

ARTICLE THREE

BOARD OF DIRECTORS

Section 3.1. General Powers; Delegation. The activities, property and affairs of the Corporation shall be managed by its Board of Directors, who may exercise all such powers of the Corporation and do all such lawful acts and things as are permitted by statute, by the Certificate of Formation or by these Bylaws. By illustration and without limitation, included among the powers of the Board of Directors is the power to negotiate the purchase of electricity, aid or act on behalf of the political subdivisions for which the corporation is created, make contracts for the purchase of electricity, purchase electricity, and take any other action necessary to purchase electricity for use in the public facilities or by the citizens of the political subdivision or subdivisions represented by the Corporation; provided, however, no Member shall be obligated under any such contract unless the Member approves such contract.

Section 3.2. Number and Qualifications. The Board of Directors shall initially consist of fifteen (15) Directors as more particularly described in Section 3.3 herein. The Board of Directors may increase or decrease the number of Directors by a resolution of the Board, however no such resolution shall have the effect of shortening or terminating the term of a current Director. Any full-time salaried employee or elected official of a Member shall be eligible to serve as a Director. Any Director who (a) ceases to be an official or full-time salaried employee of a Member; or (b) is an official of full-time salaried employee of a political subdivision who ceases to be a Member of the Corporation, shall immediately become disqualified to serve as a Director and shall vacate such position. Such vacancy shall be filled according to Section 3.4 herein.

Section 3.3. Election and Term of Office. The Directors of the Corporation shall be selected from nominations by the Members according to the provisions of this Section 3.3. No more than one (1) nominee may be nominated by each Member. The Members shall elect six (6) Directors from nominees of Large Members (Board Positions 1-6), three (3) Directors from nominees of Medium Members (Board Positions 7-9), and two (2) Directors from nominees of Small Members (Board Positions 10-11). The remaining four (4) Directors shall be those nominees who received the greatest number of votes but were not otherwise elected (Board positions 12-15). Directors shall hold office for staggered two (2) year terms and until such Director's successor is chosen and qualified, or until such Director's earlier death, resignation, retirement, disqualification or removal from office. Directors may serve any number of consecutive terms. Board positions 1, 3, 5, 7, 9, 11, 13, and 15 will be selected in odd-numbered years. Board positions 2, 4, 6, 8, 10, 12 and 14 will be selected in even-numbered years. The terms ‘odd’ and ‘even’ shall apply to the year in which such Director’s term of office begins. In order to stagger the terms of office, if the initial terms of office of all Directors begin in 2011, for example, then the initial term of office for odd numbered Board Positions will be two (2) years and the initial term of office for even numbered Board Positions will be one (1) year. At the Annual Meeting every three (3) years, the Board shall consider whether to adopt term limits.

Section 3.4. Filling of Vacancies. Any vacancy occurring in the Board of Directors resulting from the death, resignation, retirement, disqualification or removal from office of any Director or as the result of an increase in the number of Directors may be filled by the Board.

Any Director appointed to fill a vacancy shall hold office until the expiration of the term of the vacating Director.

Section 3.5. Removal. Any Director absent for any two (2) meetings of the Board in a twelve (12) month period shall be automatically removed from the Board subject to the discretion of a majority vote by the Board to exclude an absence from the twelve (12) month period. Directors may be removed from office, with or without cause, by a majority vote of Directors in attendance at a meeting of the Board of Directors, but only so long as written notice that such action shall be considered is provided sixty (60) days prior to such meeting to each Director by the President or Secretary of the Board of Directors. If any Director shall violate any of the terms of Article 11 herein, such Director may be immediately removed by a majority vote of the Board.

Section 3.6. Place of Meeting. Meetings of the Board of Directors shall be held at such places, within or without the State of Texas, as may from time to time be fixed by the Board of Directors or as shall be specified or fixed in the respective notices or waivers of notice thereof.

Section 3.7. Annual Meetings. Beginning in 2011, an annual meeting of the Board of Directors (the "***Annual Board Meeting***") shall be held in conjunction with the Annual Meeting of the Membership ("***Annual Membership Meeting***") the first week in January (or at such other time that the Board determines to be advisable) of each year in Austin, Texas (or at such other location as the Board determines to be advisable), at such time as the Directors shall determine. At such Annual Membership Meeting, each Member shall be entitled to vote in the election of Directors and upon such other matters as may come before the Annual Membership Meeting. A quorum for the election of Directors at the Annual Membership Meeting shall be considered achieved if at least twenty percent (20%) of the total voting-eligible Members are present in person or have submitted a vote by mail, email or faxsimile ballot. At the Annual Board Meeting, the Directors shall recognize new members of the Board of Directors of the Corporation in accordance with the requirements of Sections 3.2-3.5 of these Bylaws, shall elect officers, and shall transact any and all other business as may properly come before the meeting. Written or printed notice stating the place, day and hour of each Annual Membership Meeting and Annual Board Meeting shall be delivered not less than ten (10) nor more than sixty (60) days before the date of such meeting to each Member and Director entitled to vote at such meetings, respectively.

Section 3.8. Regular Meetings. Regular meetings of the Board of Directors shall be held at such times and places as may be fixed from time to time by resolution adopted by the Board and communicated by notice to all Directors. The Board shall choose a location most convenient to the Directors which shall minimize travel expenses that may be reimbursed to Directors required to travel. Except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation, or by these Bylaws, any and all business may be transacted at any regular meeting.

Section 3.9. Special Meetings. Special meetings of the Board of Directors may be called by the President upon not less than one (1) nor more than sixty (60) days notice to each Director. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) or more Directors. Except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, neither the

business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 3.10. Quorum and Manner of Acting. At all meetings of the Board of Directors the presence of a majority of the number of Directors then in office shall be necessary and sufficient to constitute a quorum for the transaction of business, except as otherwise provided by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws. The act of a majority of the Directors present in person at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, in which case the act of such greater number shall be requisite to constitute the act of the Board. If a quorum shall not be present at any meeting of the Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present. At any such adjourned meeting at which a quorum shall later be present, any business may be transacted which might have been transacted at the meeting as originally convened.

Section 3.11. No Compensation. Directors shall not receive any compensation for their services as Directors or as members of a standing or special committee of the Board, but may receive reimbursement for expenses incurred on behalf of the Corporation or in attending meetings of the Board of Directors (if, and to the extent, authorized by a resolution adopted by the Directors) and may receive compensation for serving the Corporation in any other capacity (if, and to the extent, authorized by a resolution adopted by the Directors).

Section 3.12. Telephone Meetings. Subject to the provisions of applicable law and these Bylaws regarding notice of meetings, members of the Board of Directors or members of any committee designated by such Board may, unless otherwise restricted by statute, by the Certificate of Merger of Non-Profit Corporation or by these Bylaws, participate in and hold a meeting of such Board of Directors or committee by using conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other or read the written text of each other's communication (e.g. email communications), and participation in a meeting pursuant to Section 3.10 shall constitute presence in person at such meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting was not lawfully called or convened. Annual Membership Meetings may be similarly conducted.

ARTICLE FOUR

COMMITTEES AND ADVISORY BOARDS

Section 4.1. Executive Committee of Board of Directors. The President of the Board of Directors may appoint an Executive Committee made up of Directors. Such Executive Committee shall have and exercise the authority of the Board of Directors in the management of the Corporation to the extent permitted by resolution adopted by a majority of the Directors in office.

Section 4.2. Advisory Boards or Committees. The President of the Board of Directors may designate one or more advisory boards or committees not having and exercising the authority, responsibility, or duties of the Board of Directors in the management of the Corporation. A Director must serve as the Chair, Co-Chair, or Vice Chair of any committees designated, but committee membership may be made up of employees or officials of Members and Associate Members. The President shall appoint the members of such advisory boards or committees. Any member thereof may be removed by the President whenever in the President's judgment the best interests of the Corporation shall be served by such removal.

Section 4.3. Term of Office. Each member of an advisory board or committee shall continue as such until the next annual meeting of the directors of the Corporation and until such member's successor is appointed or elected, unless the board or committee is sooner terminated, or unless such member is removed from such board or committee or shall cease to qualify as a member thereof.

Section 4.4. Chairman. Unless otherwise designated by these Bylaws, one or more members of each advisory board or committee shall be appointed chairman, or co-chairman of such committee, by the President of the Board of Directors.

Section 4.5. Vacancies. Vacancies in the membership of any advisory board or committee may be filled by appointments made in the same manner as provided in the case of the original appointments or elections.

Section 4.6. Quorum; Manner of Acting. Unless otherwise provided in the resolution of the Board of Directors designating an advisory board or committee, a majority of the whole board or committee shall constitute a quorum, and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the board or committee.

Section 4.7. Rules. Each committee of directors, or advisory board or committee, may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE FIVE

NOTICES

Section 5.1. Manner of Giving Notice. Whenever, under the provisions of any statute, the Certificate of Merger of Non-Profit Corporation or these Bylaws, notice is required to be given to any Director, advisory board member or committee member of the Corporation, and no provision is made as to how such notice shall be given, it shall not be construed to require personal notice, but any such notice may be given in writing by hand delivery, by facsimile transmission, by electronic mail or other form of electronic communication if permitted by the Code, or by mail, postage prepaid, addressed to such director or advisory board member or committee member at such person's address as it appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be delivered at the time when the same shall be thus deposited in the United States mails, as aforesaid. Any notice required or permitted to be given by facsimile transmission or electronic mail or other form of electronic

communication shall be deemed to be given upon successful transmission of such facsimile or electronic mail or other form of electronic communication.

Section 5.2. Waiver of Notice. Whenever any notice is required to be given to any Director or advisory board member or committee member of the Corporation under the provisions of any statute, the Certificate of Merger of Non-Profit Corporation or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether signed before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE SIX

OFFICERS, EMPLOYEES AND AGENTS: POWERS AND DUTIES

Section 6.1. Elected Officers. The elected officers of the Corporation shall include a President, a Vice President, a Secretary and a Treasurer. So far as is practicable, all elected officers shall be elected by the Board of Directors at each Annual Board Meeting. The Board of Directors shall elect from among the Directors a President and Vice President. The Secretary and Treasurer need not be a Director.

Section 6.2. Appointive Officers. The Board of Directors may also appoint one or more Assistant Secretaries and Assistant Treasurers and such other officers and assistant officers and agents as it shall from time to time deem necessary, who shall exercise such powers and perform such duties as shall be set forth in these Bylaws or determined from time to time by the Board.

Section 6.3. Two or More Offices. Any two (2) or more offices may be held by the same person, except that the President and Secretary shall not be the same person.

Section 6.4. Compensation. The compensation, if any, of all officers of the Corporation shall be fixed from time to time by the Board of Directors. The Board of Directors may from time to time delegate to the President the authority to fix the compensation of any or all of the other employees and agents of the Corporation. Any officer of the Corporation who receives compensation for his or her services in such capacity shall abstain from all discussions and voting with respect to the amount or any other aspect of such compensation.

Section 6.5. Reimbursement. Members and agents, employees and representatives of members may be reimbursed out-of-pocket expenses associated with Board sanctioned activity or for routine labor costs associated with performance of activities benefiting the Corporation, such as but not limited to financial and accounting services.

Section 6.6. Term of Office; Removal; Filling of Vacancies. Each elected officer of the Corporation shall hold office until such officer's successor is chosen and qualified in such officer's stead or until such officer's earlier death, resignation, retirement, disqualification or removal from office. Each appointive officer shall hold office at the pleasure of the Board of Directors without the necessity of periodic reappointment. Any officer or agent may be removed at any time by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby. If the office of any officer becomes vacant for any reason,

the vacancy shall be filled by the Board of Directors. If any officer of the Corporation shall violate any of the provisions of Article 11 herein, such officer may be removed by a majority vote of the Directors.

Section 6.7. President. The President shall be the chief executive officer of the Corporation and, subject to the provisions of these Bylaws, shall have general supervision of the activities and affairs of the Corporation and shall have general and active control thereof. The President shall preside when present at meetings of the Board of Directors. The President shall have general authority to execute bonds, deeds and contracts in the name of the Corporation and to affix the corporate seal thereto; to cause the employment or appointment of such employees and agents of the Corporation as the proper conduct of operations may require and to fix their compensation; to remove or suspend any employee or agent; and in general to exercise all the powers usually appertaining to the office of president of a corporation, except as otherwise provided by statute, the Certificate of Formation or these Bylaws.

Section 6.8. Vice President. The Vice President shall assist the President and shall perform such duties as may be assigned by the President or by the Board of Directors. In the absence of the President, the Vice President shall have the powers and perform the duties of the President. In addition, the Vice President shall have such other powers and duties as from time to time may be assigned by the President or by the Board of Directors.

Section 6.9. Secretary. The Secretary shall see that notice is given of all annual and special meetings of the Board of Directors and shall keep and attest true records of all proceedings at all meetings of the Board. The Secretary shall have charge of the corporate seal and shall have authority to attest any and all instruments of writing to which the same may be affixed. The Secretary shall keep and account for all books, documents, papers and records of the Corporation, except those for which some other officer or agent is properly accountable. The Secretary shall generally perform all duties usually appertaining to the office of secretary of a corporation. In the absence or disability of the Secretary, the duties of such office shall be performed and the powers may be exercised by the Assistant Secretaries in the order of their seniority, unless otherwise determined by the Secretary, the President or the Board of Directors.

Section 6.10. Assistant Secretaries. Each Assistant Secretary shall generally assist the Secretary and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Secretary, the President or the Board of Directors.

Section 6.11. Treasurer. The Treasurer shall be the chief accounting and financial officer of the Corporation and shall have active control of and shall be responsible for all matters pertaining to the accounts and finances of the Corporation and shall direct the manner of certifying the same; shall supervise the manner of keeping all vouchers for payments by the Corporation and all other documents relating to such payments; shall receive, audit and consolidate all operating and financial statements of the Corporation and its various departments; shall have supervision of the books of account of the Corporation, their arrangements and classification; shall supervise the accounting and auditing practices of the Corporation and shall have charge of all matters relating to taxation. The Treasurer shall have the care and custody of all monies, funds and securities of the Corporation; shall deposit or cause to be deposited all such funds in and with such depositories as the Board of Directors shall from time to time direct or as

shall be selected in accordance with procedures established by the Board; shall advise upon all terms of credit granted by the Corporation; shall be responsible for the collection of all its accounts and shall cause to be kept full and accurate accounts of all receipts, disbursements and contributions of the Corporation. The Treasurer shall have the power to endorse for deposit or collection or otherwise all checks, drafts, notes, bills of exchange or other commercial papers payable to the Corporation, and to give proper receipts or discharges for all payments to the Corporation. The Treasurer shall generally perform all duties usually appertaining to the office of treasurer of a corporation. Any or all of the duties of the Treasurer may be delegated to one or more appointive officers or employees of the Corporation upon the approval of such delegation by the Board of Directors. In the absence or disability of the Treasurer, the duties of such office shall be performed and the powers may be exercised by the Assistant Treasurers in the order of their seniority, unless otherwise determined by the Treasurer, the President or the Board of Directors.

Section 6.12. Assistant Treasurers. Each Assistant Treasurer shall generally assist the Treasurer and shall have such powers and perform such duties and services as shall from time to time be prescribed or delegated to such office by the Treasurer, the President or the Board of Directors.

Section 6.13. Additional Powers and Duties. In addition to the foregoing specially enumerated duties, services and powers, the several elected and appointed officers (e.g. an Executive Director and any other employees) of the Corporation shall perform such other duties and services and exercise such further powers as may be provided by statute, the Certificate of Formation or these Bylaws, or as the Board of Directors may from time to time determine or as may be assigned by any competent superior officer.

ARTICLE SEVEN

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 7.1. Contracts. The Board of Directors may authorize any officer or officers, or agent or agents, of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts or Orders for Payment. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination, such instruments shall be signed by the President or the Treasurer of the Corporation.

Section 7.3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select or as may be selected in accordance with procedures established by the Board.

Section 7.4. Conflicts of Interest. No contract or agreement may be entered into by and between the Corporation and any of the following: (a) a director, officer, committee member, or employee of the Corporation (hereinafter an "Insider"); or (b) any corporation, partnership, trust, sole proprietorship or any other entity (hereinafter an "Entity") in which an interest is owned or held, directly or indirectly, by or for the benefit of an Insider, unless (i) the transaction is approved in accordance with Section 22.230 of the Texas Business Organizations Code; and (ii) if one or more of the parties to the contract is a "disqualified person" with respect to the Corporation with in the meaning of Section 4958 of the Internal Revenue Code, either (x) such transaction is reviewed and approved in accordance with the "rebuttable presumption safe harbor" provisions set forth in the regulations promulgated under Section 4958 of the Internal Revenue Code or (y) the Board of Directors or any committee thereof determines that such procedures are not necessary for the transaction involved and records its specific findings for making such determination; provided, however, that the following contracts and agreements shall not be subject to the foregoing prohibition: a wholly gratuitous transfer of assets or promise to transfer assets to the Corporation of any kind, including, but not limited to, a charitable contribution of cash or property to the Corporation, an interest-free loan, a wholly gratuitous lease, a pledge, a guarantee, an assumption of liability, a bailment, or a consignment. All Insiders shall, as a condition of qualifying and continuing to qualify as a director, officer, committee member and/or employee of the Corporation, abide by such conflict of interest policies as the Board of Directors may adopt from time to time.

ARTICLE EIGHT

ACTIONS WITHOUT MEETINGS

Section 8.1. Unanimous Consent. Any action required or permitted to be taken at any meeting of the Directors or the members of a committee may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the Directors or all of the committee members, as the case may be. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any document.

Section 8.2. Other Action Without a Meeting. Any action required or permitted to be taken at any meeting of Directors or committee members may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by at least a majority (or such greater percentage as may be required for the particular action under the Texas Business Organizations Code or these Bylaws), of all the Directors or committee members, as the case may be, so long as at least twenty-four (24) hours' notice of the proposed action is sent to each director or each committee member at the address or facsimile number of such director or committee member that appears in the records of the Corporation. Prompt notice of the taking of any action by the directors or the members of a committee without a meeting by less than unanimous written consent shall be given to those directors or committee members who did not consent in writing to the action. Every written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall bear the date of signature of each person who signs the consent. No written consent signed by less than all the directors or committee members entitled to vote with respect to the action that is the subject of the consent shall be effective to take such action unless, within sixty (60) days after the date of the earliest dated consent delivered to the Corporation in the manner required by

law, a consent or consents signed by not less than the minimum number of directors or committee members that would be necessary to take the action that is the subject of the consent are delivered to the Corporation by delivery to its registered office, registered agent, or principal place of business, or by delivery to an officer or agent of the Corporation having custody of the books in which proceedings of meetings are recorded. Delivery shall be by hand or certified or registered mail, return receipt requested. Delivery to the Corporation's principal place of business shall be addressed to the President or principal executive officer of the Corporation. A telegram, telex, cablegram or similar transmission by a director or committee member, or a photographic, photostatic, facsimile or similar reproduction of a writing signed by a director or committee member, shall be regarded as signed by the director or committee member for purposes of this Section 8.2.

ARTICLE NINE

FUNDING OF THE CORPORATION

Section 9.1. Generally. The Corporation shall be funded through the collection of (a) the greater of (i) $00.05 per capita of the resident population of the Member, not to exceed $14,000, or (ii) one-half (1/2) of one percent (1%) of the prior calendar year's total electric bills, not to exceed $14,000 ("***New Membership Fees***") (New Membership Fees shall be assessed only once at the initial joining of the Corporation so long as Membership or Associate Membership is maintained); (b) fees assessed against Members based upon such Member's power consumption ("***Aggregation Fees***") as further described in this Article Nine; (c) Associate Member Dues assessed annually against Associate Members; and (d) specially assessed fees ("***Special Assessment Fees***") against Members or Associate Members that may be necessary to meet contractual or other legally enforceable obligations. New Membership Fees, Aggregation Fees (including Initial STAP Aggregation Fee and Initial CAPP Aggregation Fee as defined below), and Special Assessment Fees, may collectively be referred to herein as "***Fees***." Member Dues and Associate Member Dues may collectively be referred to herein as "***Dues***." The Board of Directors shall have the authority to set Fees and Dues and any penalties for failure to timely pay such Fees and Dues assessed against Members and Associate Members.

Section 9.2. Fees. In the first calendar year following the Merger, the Aggregation Fee for Members formerly members of South Texas Aggregation Project, Inc., shall not exceed $00.001 per kWh per month (the "***Initial STAP Aggregation Fee***"). In the first calendar year following the Merger, the Fee for Members formerly members of Cities Aggregation Power Project, Inc., shall not exceed $00.0013 per kWh per month (the "***Initial CAPP Aggregation Fee***"). After the expiration of such first calendar year, the Board shall set common Aggregation Fees for all Members sufficient to support the Corporation's annual budget. Associate Member Dues shall be one cent ($00.01) per capita or $1,000.00, whichever is greater, to be assessed annually in January. Associate Members without resident populations shall be assessed $1,000.00 annually.

Section 9.3. Statements. Aggregation Fees shall be billed to Members on a monthly or other periodic basis by the Retail Electric Provider that is party to the current power supply agreement. Associate Member Dues shall be billed annually in January or on a pro rata basis in the month a political subdivision becomes an Associate Member. Special Assessment Fees,

other fees and expenses ("***Expenses***") shall be billed to Members and Associate Members as may be appropriate. The Board shall determine due dates for Fees and Expenses.

Section 9.4. Books and Records. All Members of the Corporation shall have reasonable access to the books and records of the Corporation, including financial statements and budgets and audits. Notwithstanding the foregoing, the Board of Directors may adopt policies that provide reasonable protection against the unreasonable disclosure of information. The Corporation's accounting shall adhere to the Generally Accepted Accounting Principals and shall be based upon the calendar year beginning January 1st and ending December 31st.

ARTICLE TEN

INDEMNIFICATION

Section 10.1. Liability. A Director, officer, employee or agent of the Corporation who performs his or her duties in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care as an ordinarily prudent person in a like position would use under the same or similar circumstances, shall not have any liability for an action taken or omission made by such Director, officer, employee or agent of the Corporation in that person's capacity as an Director, officer, employee or agent of the Corporation. No Director, officer, employee or agent shall be liable for any action take or omitted by another Director, officer employee or agent.

Section 10.2. **INDEMNIFICATION. EACH PERSON WHO AT ANY TIME SHALL SERVE, OR SHALL HAVE SERVED, AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, OR ANY PERSON WHO, WHILE A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF THE CORPORATION, IS OR WAS SERVING AT ITS REQUEST AS A DIRECTOR, OFFICER, PARTNER, VENTURER, PROPRIETOR, TRUSTEE, EMPLOYEE, AGENT OR SIMILAR FUNCTIONARY OF ANOTHER FOREIGN OR DOMESTIC CORPORATION, PARTNERSHIP, JOINT VENTURE, SOLE PROPRIETORSHIP, TRUST EMPLOYEE BENEFIT PLAN OR OTHER ENTERPRISE, SHALL BE ENTITLED TO INDEMNIFICATION AS, AND TO THE FULLEST EXTENT, PERMITTED BY, ARTICLE 1396 SECTION 2.22A OF THE TEXAS NON-PROFIT CORPORATION ACT OR ANY SUCCESSOR STATUTORY PROVISION, AS FROM TIME TO TIME AMENDED, SUCH ARTICLE OR SUCCESSOR PROVISION, BEING INCORPORATED IN FULL IN THESE BYLAWS BY REFERENCE. THE FOREGOING RIGHT OF INDEMNIFICATION SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE TO BE INDEMNIFIED MAY BE ENTITLED AS A MATTER OF LAW OR UNDER ANY AGREEMENT, VOTE OF DISINTERESTED DIRECTORS, OR OTHER ARRANGEMENT. IT IS EXPRESSLY ACKNOWLEDGED THAT THE INDEMNIFICATION PROVIDED IN THIS ARTICLE COULD INVOLVE INDEMNIFICATION FOR NEGLIGENCE OR UNDER THEORIES OF STRICT LIABILITY.**

ARTICLE ELEVEN

CODE OF CONDUCT

Section 11.1. Policy and Purposes. It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 11.2. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of $15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of $2,500 or more. An interest of a person related in the first degree by affinity (marriage relationship) or consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first degree by affinity or the first degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Corporation will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board. It is specifically recognized that as an official or employee of a public entity, that person's primary loyalty is to the political subdivision that employs them. It shall not be a conflict of interest for said Board member to express opinions or vote in a manner that reflects the self-interest of the public entity that the Board member represents.

Section 11.3. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree

to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a Director or officer,

(b) a gift or other benefit conferred on account of kinship or a personal, professional. or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

(i) not more than one honorarium is received from the same person in a calendar year;

(ii) not more than one honorarium is received for the same service; and

(iii) the value of the honorarium does not exceed $50 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services.

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest if reported as may be required by law.

Section 11.4. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of duty imposed by law on the Director or officer.

Section 11.5. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of an person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE TWELVE

MISCELLANEOUS

Section 12.1. Dividends Prohibited. No part of the net income of the Corporation shall inure to the benefit of any private individual and no dividend shall be paid and no part of the income of the Corporation shall be distributed to its Directors or officers. Notwithstanding the foregoing, the Corporation may reimburse reasonable expenses as provided in Sections 3.11 and 6.5.

Section 12.2. Loans to Officers and Directors Prohibited. No loans shall be made by the Corporation to its officers or Directors. Any Directors voting for or assenting to the making of any loan to a Director or officer which is prohibited by the Texas Business Organizations Code and Texas Non-Profit Corporation Act, and any officer participating in the making thereof, shall be jointly and severally liable to the Corporation for the amount of such loan until repayment thereof.

Section 12.3. Amendments. These Bylaws may be amended or repealed, or new bylaws may be adopted, at any meeting of the Board of Directors by the affirmative vote of a majority of the number of the Directors then in office. Notwithstanding the foregoing, notice of the proposed amendment, repeal or adoption must be contained in the notice of such meeting; provided, however, that the foregoing notice requirement shall not prohibit the Board of Directors from adopting the proposed amendment, effecting the proposed repeal or adopting the proposed new bylaws, as the case may be, in a modified form which is not identical to that described or set forth in the notice of such meeting.

Section 12.4. Fiscal Year. The fiscal year of the Corporation shall be based upon the calendar year beginning January 1st and ending December 31st.

Section 12.5. Seal. The Corporation's seal, if any, shall be in such form as shall be adopted and approved from time to time by the Board of Directors. The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, imprinted or in any manner reproduced.

Section 12.6. Gender. Words of either gender used in these Bylaws shall be construed to include the other gender, unless the context requires otherwise.

Section 12.7. Invalid Provisions. If any part of these Bylaws shall be held invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall remain valid and operative.

Section 12.8. Headings. The headings used in these Bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these Bylaws.

ARTICLE THIRTEEN

DISSOLUTION

The resolution to dissolve the Corporation may only be made by a three-fourths (¾) vote of the Members of the Corporation, with each Member receiving one (1) vote. Such dissolution will thereafter be governed by the Code.

* * * * *

The undersigned, being the duly elected and qualifying Secretary of the Corporation, hereby certifies that the foregoing initial Bylaws of the Corporation were duly adopted by the Board of Directors of the Corporation on _____, 20___.

_____

_____, Secretary

PLAN OF MERGER OF
TEXAS COALITION FOR AFFORDABLE POWER
(Also Known As, Cities Aggregation Power Project, Inc.)
AND
SOUTH TEXAS AGGREGATION PROJECT, INC.

Effective Date of Merger: January 1, 2011

Names of Organizations that are a Party to the Merger:
Texas Coalition for Affordable Party ("TCAP"); aka Cities Aggregation Power Project, Inc. (CAPP) prior to November 1, 2010
South Texas Aggregation Project, Inc. ("*STAP*")

Name of the Organization that will Survive the Merger:
Texas Coalition for Affordable Power

Description of Organizational Forms of CAPP, TCAP and STAP:

- CAPP is a Texas non-profit corporation managed by its 10-member Board of Directors on behalf of its Members. After November 1, 2010 CAPP will become TCAP but will continue to be managed by CAPP's 10-member Board of Directors until a new Board is constituted in January 2011.
- STAP is a Texas non-profit corporation managed by its 10-member Board of Directors on behalf of its Members.
- The Merged TCAP will be a Texas non-profit corporation managed by its 15-member Board of Directors on behalf of its Members.

Purposes of CAPP, TCAP and STAP:
CAPP and STAP were created for the purpose of purchasing electricity, aiding or acting on behalf of its Members with respect to their own electricity use for their respective public facilities and that of their citizens, negotiating on behalf of its Members for the purchase of electricity, making contracts for the purchase of electricity, and taking any other actions necessary to purchase electricity for use in the public facilities of the political subdivision or subdivisions represented by the Corporation, and for the purposes of acting as a local cooperative organization to purchase goods and services for its Members. The merged TCAP shall retain the same purposes.

Preliminary Steps Necessary for Merger:
The TCAP and STAP Boards have agreed to merge effective January 1, 2011 subject to ratification by 2/3s of the votes of members present at the membership meeting of each corporation or voting by ballot submitted prior to the meeting. The Directors of both TCAP and STAP cooperated in the development of corporate structure for a merged corporation, then in the development of Bylaws to govern the merged corporation, and finally in the creation of this merger plan.

Both Boards shall pass corporate resolutions in August 2010 approving of the name of the merged corporation, new Bylaws and merger plan, and ratification by respective members. The corporate resolution, bylaws and merger plan shall be distributed to CAPP and STAP members by August 20, 2010. A ballot for ratification or disapproval of merger will be included with distribution of the corporate resolution, bylaws and merger plan. CAPP and STAP members will be requested to return their ballots by September 30, 2010.

Each Board will notice and hold a meeting of the membership in early October to vote on merger. Said merger meeting may be part of another regularly scheduled meeting. Members attending the meeting may vote on whether to approve or reject the merger and two-thirds of the votes cast in person or by ballot will be necessary for approval of the merger.

Assuming ratification by CAPP members, the CAPP Board at its October 2010 meeting will acknowledge the ratification and authorize the changing of the corporation's name to Texas Coalition for Affordable Power effective November 1, 2010 and approve the TCAP Bylaws effective November 1, 2010.

Assuming ratification by STAP members, the STAP Board at its October 2010 meeting will acknowledge ratification and approve of merger with TCAP effective January 1, 2011. By mid-October 2010 both the CAPP Board and the STAP Board will initiate solicitation of nominations of individuals to serve on the TCAP Board of Directors effective January 1, 2011. By October 14, 2010 the Board Chairs will cooperate in creation of a joint committee to oversee the nomination and election process.

By November 16, 2010 ballots for election of TCAP Board members shall be approved by the CAPP (now TCAP effective November 1, 2010) and STAP Boards for distribution to all members.

The CAPP (now TCAP) and STAP Boards will meet jointly on December 9, 2010 to hear a report for the joint election oversight committee, set a preliminary budget for TCAP for 2011, set a date for TCAP's first annual meeting and conduct other necessary business.

At the first Annual Meeting of the TCAP Board in January 2011, all attending members who have not previously cast a ballot for directors shall be allowed to vote and the joint election committee will canvas the ballots and announce winners of the Board election. CAPP and STAP Board members as of October 1, 2010 will continue to serve until a new TCAP Board is constituted at the January Annual Meeting.

MERGER OF FINANCES

Allocation of CAPP's Assets

CAPP does not own any real or personal property and has no assets other than cash. To the extent that CAPP acquires any real or personal property prior to January 1, 2011, said property will be liquidated with the resulting cash being added to the general fund cash balance that exists as of December 31, 2010. In addition to its general fund contained in various bank accounts and liquid investments, CAPP has a reserve account with funds held for potential offset to future liabilities to its supplier and provider.

At December 31, 2010, all cash on hand or that may become available in 2011 from operations during 2010, net of expenses that may become due in 2011 from 2010 operations, will belong to CAPP Members and will be allocated to Members as of December 31, 2010 on a load share equal basis from 2010 consumption data. The 2010 load data will not become available from the transmission and distribution utilities that own the meters that record members' consumption until sometime in the second quarter of 2011. All CAPP Members will be allocated the same amount per kWh of 2010 consumption. The total net funds available at the close of CAPP's books bill be divided by the total CAPP consumption during 2010 to derive a 2010 consumption factor which will then be multiplied by each Member's 2010 consumption to determine the amount allocated to each Member.

Allocation of STAP's Assets

STAP does not own any real or personal property and has no assets other than cash. To the extent that STAP acquires any real or personal property prior to January 1, 2011, said property will be liquidated with the resulting cash being added to the general fund cash balance that exists as of December 31, 2010. In addition to its general fund contained in various bank accounts and liquid investments, STAP has a reserve account with funds held for potential offset to future liabilities to its supplier and provider.

At December 31, 2010, all cash on hand or that may become available in 2011 from operations during 2010, net of expenses that may become due in 2011 from 2010 operations, will belong to STAP Members and will be allocated to Members as of December 31, 2010 on a load share equal basis from 2010 consumption data. The 2010 load data will not become available from the transmission and distribution utilities that own the meters that record members' consumption until sometime in the second quarter of 2011. All STAP Members will be allocated the same amount per kWh of 2010 consumption. The total net funds available at the close of STAP's books will be divided by the total STAP consumption during 2010 to derive a 2010 consumption factor which will then be multiplied by each Member's 2010 consumption to determine the amount allocated to each Member.

Fiscal Year and Closing Financial Audits
The fiscal year for TCAP will be the calendar year.

CAPP's fiscal year is the calendar year. STAP's fiscal year is the twelve months ending September 30th. CAPP will secure and pay for a 2010 financial audit prior to the ultimate allocation of net cash balances to its members. STAP will secure and pay for a financial audit for the fiscal year ending September 30, 2010 with adjustments for the final quarter of 2010 prior to the allocation of net cash balances to its Members.

Cash Transfer to TCAP and Separate Books for TCAP, CAPP and STAP
On the first business day of January 2011, all funds under the control of CAPP and STAP will be transferred to TCAP and the bank accounts, certificates of deposit and investments of CAPP and STAP will be closed as soon as possible. Notwithstanding the transfer of all funds from CAPP and STAP to TCAP, separate books will be kept for CAPP, STAP and TCAP until such time as there is an ultimate distribution of funds to CAPP and STAP Members following conclusion of the allocations referenced above.

The Treasurer for TCAP will make appropriate accounting entries in all three sets of books and will pay all invoices directed to either CAPP or STAP for services provided to those corporations prior to December 31, 2010 and deposit all receipts from payments of aggregation fees or refunds by Direct Energy to either CAPP or STAP associated with consumption prior to December 31, 2010.

Funding for TCAP Operations
Revenues for TCAP's operations will stem primarily from aggregation fees paid by Direct Energy from an assessment authorized by the TCAP Board and applied to every kWh consumed by a TCAP Member. For the first year of operation, aggregation fees will be consistent with the fee paid by each Member in 2010 in their respective CAPP or STAP organization. For TCAP Members formerly associated with STAP, the aggregation fee will be $00.001 per kWh. For TCAP Members formerly associated with CAPP, the aggregation fee will be $00.0013 per kWh. A New Member to TCAP, not previously a Member of CAPP or STAP will pay 2011 aggregation fees that are charge existing Members in the ERCOT zone where the New Member is located. Effective January 1, 2012, there will be a common aggregation fee charged for all Members of TCAP regardless of whether they were previously associated with CAPP or STAP. The common aggregation fee established by the TCAP Board will be set each Fall based upon the budget set by the Board for the next year's operations.

Recognizing that aggregation fees received in January will be associated with consumption in December 2010 and will thus belong to CAPP and STAP, rather than TCAP, it is appropriate to dedicate a portion of the funds available from CAPP and STAP to TCAP's cash working capital for payment of TCAP's obligations in January 2011. Two Hundred Thousand Dollars ($200,000) shall be assigned for that purpose.

All CAPP and STAP Members are under the same power supply agreement that was entered into in the Fall of 2008 for a five (5) year term. While commodity prices differ by ERCOT Zone and different aggregation fees have been set by the respective CAPP and STAP Boards, all other contract terms and conditions for power supply and retail electric provider ("*REP*") services are the same for both organizations. Both CAPP and STAP have agreed to the Fourth Amendment to the Four Party Agreement that governs the relationship between CAPP, STAP, the supplier of energy, NextEra, and the REP, Direct Energy Business Services ("*DEBS*"). That Fourth Amendment recognizes that the original power supply agreement permits adjustments to commodity prices in three areas; and that it is in all parties mutual best interest to handle such quarterly price adjustments on a global basis (i.e., CAPP and STAP acting on behalf of all their Members) rather than on an account-by-account basis, recognizing that there are more than fourteen thousand (14,000) electric accounts served under the CAPP and STAP power supply agreement. Pursuant to that Fourth Amendment, both the CAPP and the STAP Boards created reserve accounts funded by refunds from NextEra to DEBS that were in turn passed on to the respective corporations. The intent of both corporations is to retain at least a portion of the refunds as an offset to potential future surcharges and to refund to Members any amounts above a reasonable threshold that may be established by the Boards from time to time. A portion of the current reserve funds held by CAPP and STAP shall be transferred to a TCAP reserve fund. That reserve fund will be set at $1,500,000 on January 1, 2011.

The funds assigned to TCAP for its operations effective January 1, 2011 will be $1,700,000 ($1,500,000 in reserves and $200,000 cash working capital). Responsibility for that $1,700,000 will be assigned to all TCAP Members (former Members of CAPP and STAP) on an equal basis by a common kWh factor applied to each Member's 2010 electric usage.

While TCAP will experience the direct assignment of $1,700,000 for the TCAP Board's use, the corporation will likely hold funds in excess of that amount from the merger of all CAPP and STAP assets. Funds in excess of $1,700,000, adjusted for expenses and revenues associated with 2010 operations, will be held for the benefit of and ultimately distributed to CAPP and STAP Members as of December 31, 2010 based upon 2010 electric usage.

Reconciliation, True-Up and Distribution of Excess Funds

The goal of this financial merger plan is to achieve a distribution to Members of CAPP and STAP of all respective assets of the two corporations as of December 31, 2010 and to assess each Member of TCAP a common per kWh contribution to create a working capital fund. The fairest basis for both the distribution of assets as of December 31, 2010 and the assessments for working capital and reserves is 2010 usage which cannot be known until around April of 2011. Thus, a reconciliation, true-up and distribution of funds contributed to TCAP by CAPP and STAP on Monday, January 3, 2011 will occur in the May-June 2011 time frame after electric usage data for 2010 becomes available.

There will be a true-up of CAPP and STAP funds as of December 31, 2010 as adjusted for and netted against 2011 account entries for 2010 operations. Then, the total net assets for CAPP and STAP, respectively, will be divided by the respective total 2010 electric usage of each corporation to derive a $/kWh factor that will be multiplied by the 2010 electric usage for each Member to determine each Member's allocation of funds left in the respective corporation when

the books for each corporation are to be closed. Next, $1,700,000 assigned to TCAP will be divided by the total 2010 combined electric usage of both CAPP and STAP to derive a common allocation $/kWh factor that will be multiplied by each Member's 2010 electric usage to determine each Member's portion of the $1,700,000 contribution to TCAP, which will then be subtracted from the amount of final assets in each corporation assigned to each respective Member. Finally, TCAP will then issue checks for the balance owed (after completion of the foregoing three steps) to each of the Members of CAPP and STAP as of December 31, 2010. Political subdivisions that may become Members of TCAP that were not previously members of CAPP or STAP shall not participate in this distribution.

Flexibility to Adjust Reserve Balance

It is assumed that a reserve of $1,500,000 will be adequate to cover any contractual surcharge that may occur during the first quarter of 2011. However, if the TCAP Board determines that the reserve is inadequate before the books on CAPP and STAP are closed and the distribution to all former CAPP and STAP Members is made, the TCAP Board may increase the amount of CAPP and STAP funds assigned to the reserve. In that event, all of the foregoing procedures will apply and the greater number would be substituted for $1,700,000 in the third step in the foregoing paragraph.

Additional Flexibility to the TCAP Board

The Texas ERCOT wholesale market wherein all TCAP accounts will reside is scheduled to undergo a transition from the existing zonal market to a nodal market in December 2010. The structural and financial consequences of that transition cannot be anticipated. The primary intent of this financial plan is to treat all CAPP and STAP Members equally and fairly in the merger of the two corporations. The TCAP Board will have the discretion to adjust this plan as necessary to achieve a result that treats all Members of CAPP and STAP the same and that contributions toward TCAP operations are based on a common $/kWh allocator and that any distribution of CAPP assets to CAPP Members or STAP assets to STAP Members will be equal relative to size.

August 5, 2010

CAPP CORPORATE RESOLUTION

A quorum of the Board of Directors of Cities Aggregation Power Project ("CAPP") present at its meeting in Arlington, Texas on August 5, 2010 in order to facilitate the Corporation's merger with South Texas Aggregation Project ("STAP") unanimously agreed as follows:

1. The Corporation's name shall be changed to Texas Coalition for Affordable Power ("TCAP") effective November 1, 2010 and the Corporation's General Counsel is directed to file the appropriate documents with the State of Texas necessary to accomplish that objective.

2. The attached TCAP Bylaws (Exhibit A) shall replace the existing CAPP Bylaws effective November 1, 2010, assuming the approval of the Bylaws and merger with STAP by the CAPP membership.

3. The attached Plan of Merger (Exhibit B) is approved.

4. Merger with STAP effective January 1, 2011 is in the best interest of CAPP and is hereby approved and recommended to the CAPP membership.

5. CAPP's General Counsel shall prepare a ballot for CAPP members to ratify the Board's decision to merge with STAP and distribute the ballot along with this Corporate Resolution and its attachments to the membership by August 12, 2010. Said ballots are to be returned by September 30, 2010.

6. Assuming ratification of merger by the membership of CAPP and STAP, an election under the TCAP Bylaws will occur in November, 2010. Current STAP members will participate in that election if STAP members ratify the merger.

Jay Doegey, Chair of CAPP
City of Arlington City Attorney

1813/00/1182823(2)

ATTEST:

Randolph C. Moravec, City of Addison

Steve Massey, City of Allen

David Ragsdale, City of Benbrook

Odis Dolton, City of Abilene

James Zentner, City of Odessa

Mark Israelson, City of Plano

Mike Foreman, City of Grand Prairie

Robert Sparkman, City of The Colony

Ann Honza, City of Rowlett

August 5, 2010

ATTEST:

Randy Moravec, City of Addison

Mark Israelson, City of Plano

Steve Massey, City of Allen

Mike Foreman, City of Grand Prairie

David Ragsdale, City of Benbrook

Robert Sparkman, City of The Colony

Odis Dolton, City of Abilene

Ann Honza, City of Rowlett

James Zentner, City of Odessa

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-5

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

SUBJECT: Consideration and action authorizing the City Manager to release payment to the Texas Department of Transportation for the acquisition of right-of-way and adjustment of utilities for the FM 2657 widening project.

---

1. BACKGROUND/HISTORY

The Texas Department of Transportation (TxDOT) completed the design for the FM 2657 widening project from US Highway 190 to CR 4757. The State of Texas, Federal Highway Administration and TxDOT require local governments to contribute 10% of the right-of-way (total of 24 parcels) acquisition costs associated with projects located in the local government's jurisdiction. Thus, on February 7, 2006, the City Council authorized the City Manager to execute an Agreement to Contribute Funds to TxDOT for said project and release fund in the amount of $78,320 to TxDOT.

On February 9, 2006, City staff notified TxDOT of the desire to participate in the Economically Disadvantaged Counties Program for the FM 2657 widening project. The City was declared eligible for the Economically Disadvantaged Counties Program on parcels 2, 5, 7, 8 and 57% of 9, which reduced the contribution on the specified parcels from 10% to 7.7%. As a result, on February 21, 2006, the City Council authorized the City Manager to execute an Agreement to Contribute Funds for said project on parcels 1, 3, 4, 6, 43% of 9 and 10 through 24 at a contribution rate of 10% and an Agreement to Contribute Funds for said project on parcels 2, 5, 7, 8 and 57% of 9 at a contribution rate of 7.7%. The intent of the Council in 2006 was to void the previous authorization to execute an Agreement to Contribute Funds for all parcels of said project and release funds in the amount of $78, 320, thus reducing the amount authorized for release to $68,329. Furthermore, as staff notified the Council in 2006, the agreements executed require the City to contribute additional funds should the costs of right-of-way acquisition and/or utility relocation exceed the estimated costs.

On January 19, 2010, the City Council authorized the City Manger to release payment to TxDOT in the amount of $59,185.97 as a result of a July 8, 2009 request.

2. FINDINGS/CURRENT ACTIVITY

On August 5, 2010, TxDOT requested $50,257.60 per the executed Advanced Funding Agreement and the accumulated right-of-way acquisition and utility adjustments incurred since the July 2009 request/January 2010 release.

3. FINANCIAL IMPACT

The funds due totaling $50,257.60 will be paid from the 2003 Tax Supported Certificates of Obligation.

A final payment is expected in the near future as indicated in the attached letter from TxDOT.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to release funds totaling $50,257.60 to TxDOT for the acquisition of right-of-way and utility adjustments on the FM 2657 widening project.

AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Lampasas | Federal Project No: | ROW CSJ No: 3131-03-008
District: Brownwood | Highway: FM 2657

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and City of Copperas Cove, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the 7th day of February, 2006, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. 2657, Parcels 1, 3, 4, 6, 43% of 9 and 10 through 24, with the following project limits:
From: US 190

To: South to CR 4757 ; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check payable to the Texas Department of Transportation in the amount of Thirty Four Thousand Eight Hundred Eighty Two Dollars ($ 34,882.00), which represents ten percent (10%) of Three Hundred Forty Eight Thousand Eight Hundred Nineteen Dollars ($ 348,819.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the

existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

THE LOCAL GOVERNMENT

By: _____
Steven A. Alexander
City Manager, City of Copperas Cove

Date: 2-9-06

EXECUTION RECOMMENDED:

_____
Lynn G. Passmore, P.E.
District Engineer, Brownwood District

THE STATE OF TEXAS

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

By: _____
John P. Campbell, P.E.
Right of Way Division Director

Date: 2/13/06

AGREEMENT TO CONTRIBUTE FUNDS – LOCAL GOVERNMENT
(Economically Disadvantaged County)

County: Coryell
District: Brownwood

Federal Project No:
Highway: FM 2657

ROW CSJ No: 3131-03-008

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and City of Copperas Cove, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the 22 day of February, 2006, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the State and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. 2657, Parcels 2, 5, 7, 8 and 57% of 9 with the following project limits:

From: US 190

To: South to CR 4757 ; and

WHEREAS, the **Local Government** requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the State funding participation as defined in 43TAC. §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System; and

WHEREAS, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on January 26, 2006 by virtue of Minute Order No. 100395 attached hereto and incorporated into this agreement, approving a Twenty Three percent (23%) adjustment to the required Ten percent (10%) local participation for this project, thereby resulting in a **Local Government** net contribution amount of Seven and Seven tenths percent (7.7%) participation;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to Seven and Seven tenths percent (7.7%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check payable to the Texas Department of Transportation in the amount of Thirty Three Thousand Four Hundred Forty Seven Dollars ($ 33,447.00), which represents Seven and Seven tenths percent (7.7%) of Four Hundred Thirty Four Thousand Three Hundred Eighty One Dollars ($ 434,381.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than Seven and Seven tenths percent (7.7%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to , plats or re-plats, results in any increased cost to the State, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs

associated with the existing, future, or proposed Local Government ordinance, commissioners court order, rule, policy, or other directive will be determined by the State at its sole discretion.

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

THE LOCAL GOVERNMENT

By: _____
Steven J. Alexander
City Manager, City of Copperas Cove

Date: 2/22/06

EXECUTION RECOMMENDED:

Lynn G. Passmore P.E.
Lynn G. Passmore, P.E.
District Engineer, Brownwood District

THE STATE OF TEXAS

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

By: _____
John P. Campbell, P.E.
Right of Way Division Director

Date: _____

City of Copperas Cove
"The City Built for Family Living"
City Manager's Office

February 9, 2006

Texas Department of Transportation
Lynn G. Passmore, Brownwood District Engineer
2495 Hwy. 183 N.
Brownwood, TX 76802

Dear Mr. Passmore:

The City of Copperas Cove plans to participate in the Economically Disadvantaged Counties Program as it pertains to our contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. 2657 from US 190 south to CR 4757, in Lampasas County.

The required documentation is enclosed to include the signed Agreement to Contribute Funds-Local Government, the Economically Disadvantaged Counties Program Project Information Sheet, and the Affidavit.

If any additional information is required, please contact our office at 254-547-4221 ext. 224.

Sincerely,

Steven J. Alexander
City Manager

BROWNWOOD R.O.W.
FEB 10 2006
RECEIVED

P. O. Drawer 1449 • 507 South Main Street • Copperas Cove, Texas 76522
(254) 547-4221 • (254) 547-4301 fax
citymgr@ci.copperas-cove.tx.us

Texas Department of Transportation

2495 U.S. HIGHWAY 183 NORTH • BROWNWOOD, TX 76802 • (325) 646-2591• FAX (325) 643-0306

August 5, 2010

City of Copperas Cove
Andrea M. Gardner
City Manager
P.O. Box 1449
Copperas Cove, Texas 76522

RE: Agreement to Contribute Funds
FM 2657: From US 190, South
To 0.1 Mile South of County Road 4744
ROW C.S.J. No. 3131-03-008
Lampasas County

Dear Ms. Gardner:

The City of Copperas Cove entered into an agreement with the State of Texas on February 17, 2006 to contribute 10% of the cost of right of way and utility adjustments associated with the FM 2657 improvement project. A portion is at 7.7%. To date, the total amount of cost incurred by the City is $177,772.57. Payments from the City to the State have totaled $127,514.97 leaving $50,257.60 owed.

We are nearing the end of acquisition and utility adjustments and will advise the City in the near future on the amount of the final payment. In the meantime, we ask the City of Copperas Cove to make payment on the current amount owed of $50,257.60.

The State appreciates the City support on this important highway project.

Please feel free to contact me or Weldon Swanger at 325-643-0452 if you have any questions.

Sincerely,

Elias H. Rmeili

Elias Rmeili, P.E.
Director, Transportation Planning and Development
Texas Department of Transportation

8-9-10

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-6

Contact – J. Mike Baker, Fire Chief/EMC, 547-2514
mbaker@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on an ordinance to annex 6.8 acres owned by the City of Copperas Cove to the City.**

---

1. BACKGROUND/HISTORY

On January 26, 2010, the City of Copperas Cove purchased 4.6 acres of land and received an in kind donation of 2.2 acres of land immediately adjacent to the property that was purchased. Both properties are situated at the intersection of Farm to Market Road 1113 and Grimes Crossing Road. Both properties are located within the City's Extra Territorial Jurisdiction (ETJ). A new fire station is proposed to be constructed on the property at a future date.

After consultation with the City Attorney to ensure proper procedures are followed, City staff selected dates and times for two public hearings to be conducted as required by Local Government Code §43.063(a).

As required by Local Government Code §43.063(c), public notices of the dates and times set for the two public hearings were published in the local newspaper on July 20, 2010 and August 3, 2010. Both notices were also published on the City's website on July 21, 2010.

2. FINDINGS/CURRENT ACTIVITY

After the completion of the required notices, the City held two public hearings on August 3, 2010 and August 17, 2010 as required by Local Government Code §43.063(a).

A copy of the proposed ordinance is attached for Council review and consideration as well as copies of the deeds to and surveys of the land.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve the proposed ordinance to annex the 6.8 acre tract of land owned by the City of Copperas Cove, Texas to the City.

ORDINANCE NO. 2010-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ANNEXING THE 6.8 ACRE TRACT, BEING OWNED BY THE CITY OF COPPERAS COVE, TEXAS, TO THE CITY 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, said 6.8 acre tract is located within the City's extraterritorial jurisdiction, is contiguous to the City, and is owned by the City (see attached "Exhibit A"); and

WHEREAS, the City Council held the two required Public Meetings on August 3, 2010 and August 17, 2010; 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 6.8 acre tract described in the attached "Exhibit A" 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.

Section2

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 3

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.

Section 4

This ordinance shall become effective upon passage.

PASSED, APPROVED AND ADOPTED this 7th day of September 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

234222

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.

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 19, 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 January 26, 2010.

GRANTOR:

Georgia A. McLendon Morris

Georgia A. McLendon Morris

STATE OF TEXAS §
§
COUNTY OF Bell §

This instrument was acknowledged before me on the 26 day of January, 2010, by Georgia A. McLendon Morris.

Leslie W. Walsingham

Notary Public, State of Texas

My Commission Expires:

10/23/13

Leslie W. Walsingham

Printed/Typed Name

After Recording, Return to:

LESLIE W. WALSINGHAM
Notary Public - State of Texas
Commission Expires: 10/23/13

EXHIBIT "A" TO SPECIAL WARRANTY DEED

Legal Description of Sale Property

(See attached)

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.

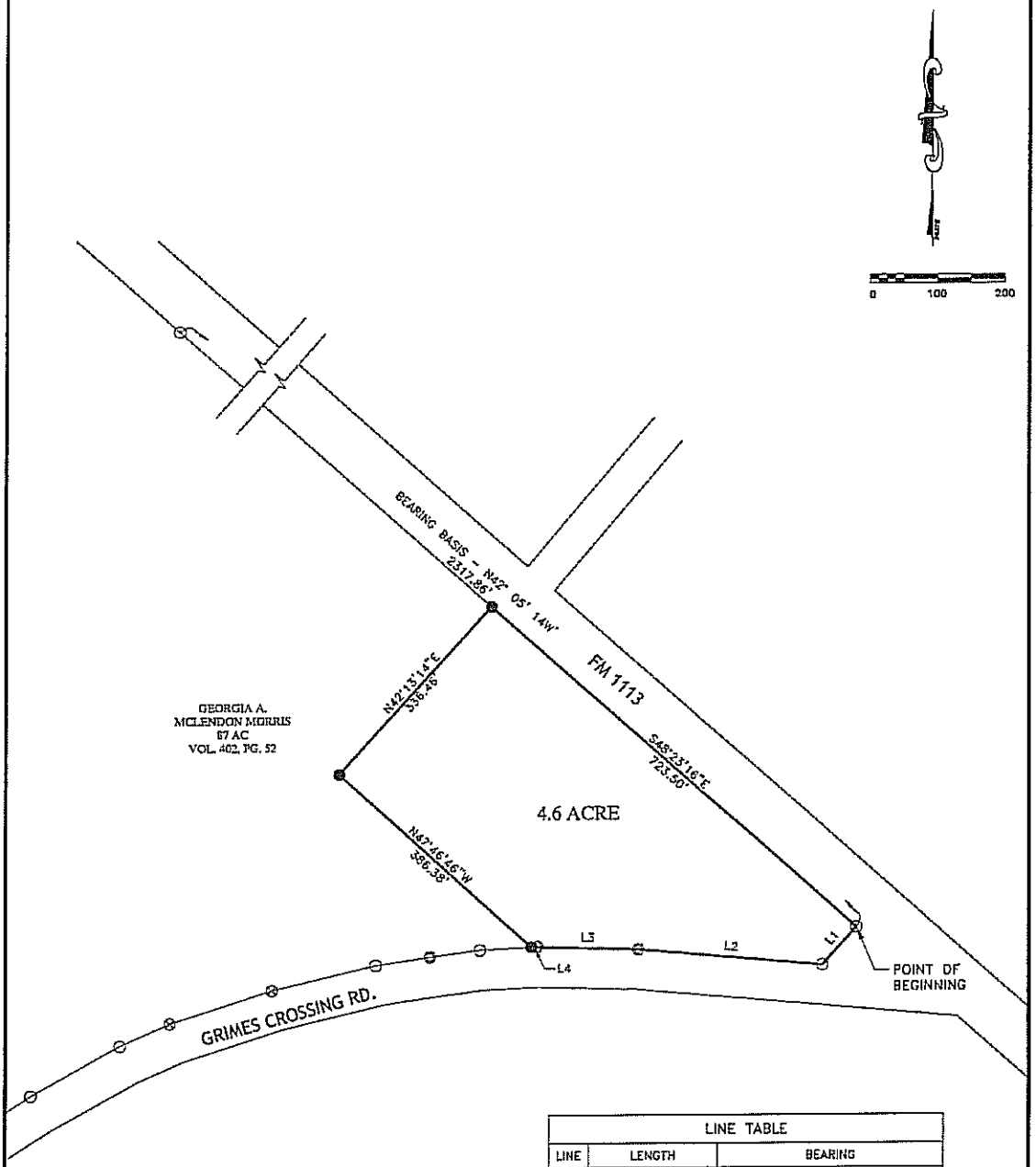
Record information is shown in parenthesis.

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.

STATE OF TEXAS
REGISTERED
DOUGLAS C. HEARN
4849
PROFESSIONAL
LAND SURVEYOR

7/27/09

SKETCH TO ACCOMPANY FIELD NOTES



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)

STATE OF TEXAS
REGISTERED
DOUGLAS C. HEARN
4849
PROFESSIONAL
LAND SURVEYOR

7/27/09

LEGEND

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

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

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 facilites.

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.

STATE OF TEXAS
COUNTY OF CORYELL
I, Barbara Simpson, County Clerk in and for Coryell County, Texas do hereby certify that this instrument was filed for record in the volume and page of the Coryell County Public Records and of the time and date as stamped hereon by me.

BARBARA SIMPSON, CLERK
CORYELL COUNTY, TEXAS

FILED FOR RECORD
AT 12 O'CLOCK M

FEB 05 2010

COUNTY CLERK, CORYELL CO., TEXAS

234222

Call Fire Department

Y/12 60.00

234223

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.

DONATION DEED

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

THAT, Georgia McLendon Morris, a married woman dealing in her sole and separate property ("**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.

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.

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).

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 PURCHASE AND SALE AGREEMENT DATED JANUARY 19, 2010 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.

EXECUTED to be effective the 26 day of January, 2010.

GRANTOR:

Georgia A. McLendon Morris

GEORGIA A. MCLENDON MORRIS

THE STATE OF TEXAS §
§
COUNTY OF Bell §

This instrument was acknowledged before me on January 26, 2010, by Georgia A. McLendon Morris.

Leslie W. Walsingham

Notary Public, State of Texas

My Commission Expires:

10/23/13

Leslie W. Walsingham

Printed/Typed Name

After Recording, Return to:

LESLIE W. WALSINGHAM
Notary Public - State of Texas
Commission Expires: 10/23/13

EXHIBIT "A" TO DONATION DEED

Legal description of Donated Tract

(See Attached)

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.

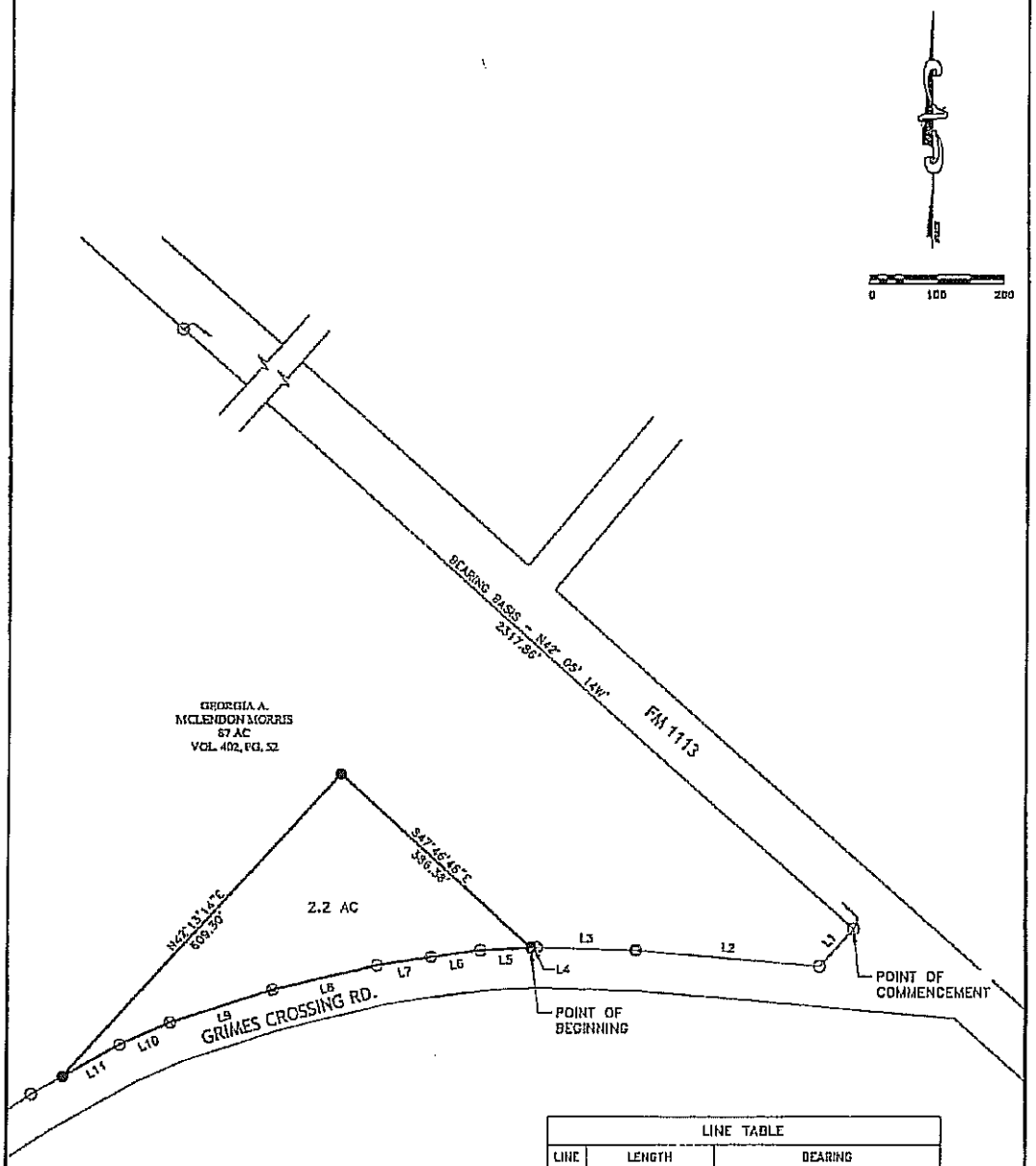
Record information is shown in parenthesis.

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.

STATE OF TEXAS
REGISTERED
DOUGLAS C. HEARN
4849
PROFESSIONAL
LAND SURVEYOR

7/27/09

SKETCH TO ACCOMPANY FIELD NOTES



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L3	149.24' (148.71')	N88° 26' 49"W (N88° 26' 19"W)
L4	8.91'	S87° 09' 05"W (S86° 36' 01"W)
L5	76.14'	S87° 09' 05"W (S86° 36' 01"W)
L6	75.01' (74.24')	S82° 19' 16"W (S82° 51' 33"W)
L7	81.82' (82.85')	S81° 23' 14"W (S80° 59' 19"W)
L8	158.61' (158.48')	S76° 45' 31"W (S76° 38' 54"W)
L9	158.39' (158.50')	S71° 59' 50"W (S71° 55' 16"W)
L10	81.61' (81.22')	S66° 08' 29"W (S66° 17' 23"W)
L11	97.01'	S60° 59' 36"W (S60° 45' 10"W)

7/27/09

STATE OF TEXAS
REGISTERED
DOUGLAS C. HEARN
4849
PROFESSIONAL
LAND SURVEYOR

LEGEND

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

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

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 facilites.

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.

NONFOREIGN AFFIDAVIT

Date: January 26, 2010

Transferor: Georgia A. McLendon Morris

Transferor's Home Address: 508 West Oakland Avenue, Temple, Texas 76501

Transferor's Social Security Number: 464-48-8946

Transferee: The City of Copperas Cove, Texas

Property: See Attached

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Transferee that withholding of tax is not required on my disposition of a U.S. real property interest, I swear on oath that the contents of this affidavit are true.

I am not a nonresident alien for purposes of U.S. income taxation.

I understand that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this affidavit and to the best of my knowledge and belief it is true, correct, and complete.

Georgia A. McLendon Morris

Georgia A. McLendon Morris

STATE OF TEXAS §
§
COUNTY OF Bell §

This instrument was acknowledged before me on the 26 day of January, 2010, by Georgia A. McLendon Morris.

Leslie W. Walsingham

Notary Public, State of Texas

My Commission Expires:

10/23/13

Leslie W. Walsingham

Printed/Typed Name

LESLIE W. WALSINGHAM
Notary Public - State of Texas
Commission Expires: 10/23/13

STATE OF TEXAS
COUNTY OF CORYELL

I, Barbara Simpson, County Clerk in and for Coryell County, Texas do hereby certify that this instrument was filed for record in the volume and page of the Coryell County Public Records and of the time and date as stamped hereon by me.

BARBARA SIMPSON, CLERK
CORYELL COUNTY, TEXAS

FILED FOR RECORD
AT 10 O'CLOCK A M

FEB 05 2010

COUNTY CLERK, CORYELL CO., TEXAS

234223

Copperas Cove Fire Department 415 South Main St Cove 76522

Y12 40.00

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-7

Contact – Wesley Wright, P.E., City Engineer (254-547-0751)
wwright@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on an ordinance approving the annexation of 155.8906 acres of land in Coryell County, Texas being owned by the Copperas Cove Economic Development Corporation and generally located east of Constitution Drive and south of US Highway 190 to the City of Copperas Cove.**

---

1. BACKGROUND/HISTORY

On July 23, 2010, the Copperas Cove Economic Development Corporation (CCEDC) submitted the attached "Petition for Annexation of Sparsely Occupied Areas by the Owner of the Area" for 155.8906 acres of land generally located east of Constitution Drive and south of US Highway 190 to the City of Copperas Cove.

On August 3, 2010, the City Council accepted the petition for annexation and set two public hearing dates and times (August 5, 2010 at 6 pm and August 17, 2010 at 7 pm).

On August 5, 2010, the City Council conducted the first of two required public hearings giving persons interested in the annexation an opportunity to be heard.

On August 17, 2010, the City Council conducted the second of two required public hearings giving persons interested in the annexation an opportunity to be heard.

2. FINDINGS/CURRENT ACTIVITY

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 has been provided the CCEDC.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve Ordinance No. 2010-36 annexing 155.8906 acres of land owned by the Copperas Cove Economic Development Corporation generally located east of Constitution Drive and south of US Highway 190 to the City of Copperas Cove.

ORDINANCE NO. 2010-36

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ANNEXING 155.8906 ACRES OF LAND, BEING OWNED BY THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION, TO THE CITY AND EXTENDING THE BOUNDARY OF SAID CITY SO AS TO INCLUDE THIS PROPERTY 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, said 155.8906 acres is located within the City's extraterritorial jurisdiction, is contiguous to the City, and is owned by the Copperas Cove Economic Development Corporation (see attached "Exhibit A"); and

WHEREAS, the City Council held the two required Public Meetings on August 5, 2010 and August 17, 2010; 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 155.8906 acres described in the attached "Exhibit A" 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.

Section 5
This ordinance shall become effective upon passage.

PASSED, APPROVED AND ADOPTED this 7th day of September 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

Walker Partners
ENGINEERS • SURVEYORS

EXHIBIT "A"

APPROXIMATELY 155 ACRES
FOR VOLUNTARY ANNEXATION
INTO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS

DESCRIPTION OF APPROXIMATELY 155 ACRES OF LAND LOCATED IN THE D.D. THOMPSON SURVEY, ABSTRACT 1041, A.G. MATHEWS SURVEY, ABSTRACT 1765, JAMES A. WELLS SURVEY, ABSTRACT 1065, C.G. BENNETT SURVEY, ABSTRACT 1680, WM. P. HARDEMAN SURVEY, ABSTRACT 454, AND THE RICHARD HALLMARK SURVEY, ABSTRACT 466, IN CORYELL COUNTY, TEXAS, SAID 155 ACRE TRACT BEING ALL OF PART 1 - CALLED 128.48 ACRES, ALL OF PART 2 - CALLED 0.6490 ACRE AND ALL OF PART 3 - CALLED 0.0216 ACRE COMPRISING A CALLED 129.1506 ACRE TRACT AS DESCRIBED IN EXHIBIT "A" IN A DEED TO THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION RECORDED UNDER CORYELL COUNTY CLERK'S DOCUMENT(C.C.C.D.) 236889 IN THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS (O.P.R.C.C.T.), ALSO BEING A PORTION OF "TRACT ONE" CALLED 12.87 ACRES AS DESCRIBED IN EXHIBIT "A" AND A PORTION OF "TRACT TWO" CALLED 13.97 ACRES AS DESCRIBED IN "EXHIBIT "B" IN A DEED TO THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION RECORDED UNDER C.C.C.D. 190990 OF THE O.P.R.C.C.T. SAID 155 ACRE TRACT BEING SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY RECORD CALLS AS FOLLOWS:

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION'S (TXDOT) BRASS CAP MONUMENT STAMPED "STA 197+35.85 - 208.19 LT" FOUND IN THE PROPOSED NORTH RIGHT-OF-WAY LINE OF THE FUTURE EXTENSION OF U.S. 190 BY-PASS HIGHWAY AT ITS INTERSECTION WITH THE EAST LINE OF THE REMAINDER OF A CALLED 370.3 ACRE TRACT DESCRIBED IN A DEED TO JAY MANNING AND JOAN MANNING RECORDED UNDER C.C.C.D. 182714 OF THE O.P.R.C.C.T., MARKING THE MOST SOUTHERLY OR SOUTHWEST CORNER OF A CALLED 87.21 ACRE TRACT DESCRIBED AS "TRACT THREE" IN EXHIBIT "C" IN THE ABOVE-MENTIONED DEED TO THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION RECORDED UNDER C.C.C.D. 190990 OF THE O.P.R.C.C.T., ALSO MARKING THE MOST SOUTHERLY OR SOUTHWEST CORNER OF THE ABOVE-MENTIONED 128.48 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST LINE OF THE SAID 128.48 ACRE TRACT ALONG THE BEARINGS AND DISTANCES CITED IN SAID DEED OF THE 128.48 ACRE TRACT, SAME BEING THE EXISTING CORPORATE LIMITS OF THE CITY OF COPPERAS COVE THE FOLLOWING NINE (9) CALLS:

1) **AN ARC DISTANCE OF 2102.20'** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 3639.72' AND A CHORD OF N 51°15'21" E – 2073.10' TO A POINT OF NON-TANGENCY,
2) **N 20°16'20" E – 955.65'** TO AN ANGLE POINT,
3) **N 32°20'32" W – 65.60'** TO AN ANGLE POINT,
4) **N 20°32'50" E – 197.01'** TO AN ANGLE POINT,
5) **N 57°41'46" E – 83.85'** TO AN ANGLE POINT,
6) **N 20°14'24" E – 782.94'** TO A POINT OF CURVATURE,
7) **AN ARC DISTANCE OF 1598.36'** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 5069.65' AND A CHORD OF N 29°16'25" E – 1591.75' TO A POINT OF TANGENCY,
8) **N 42°21'13" E – 792.44'** TO A POINT OF CURVATURE,
9) **AN ARC DISTANCE OF 956.63'** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 404.37' AND A CHORD OF N 25°25'01" W – 748.65' TO A POINT IN THE EXISTING SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 190, BEING THE NORTHWEST CORNER OF THE 128.48 ACRES AND THE HEREIN DESCRIBED TRACT;

THENCE N 86°37'37" E – 1902.52' (BEARING AND DISTANCE CITED IN SAID DEED OF THE 128.48 ACRE TRACT) LEAVING SAID CORPORATE LIMITS WITH SAID SOUTH LINE OF U.S. HIGHWAY 190 RIGHT-OF-WAY, SAME BEING THE NORTH LINE OF THE SAID 128.48 ACRE TRACT TO A POINT IN THE WEST CUT-BACK LINE OF THE ABOVE-MENTIONED PROPOSED FUTURE EXTENSION OF U.S. 190 BY-PASS, SAID POINT BEING THE NORTHEAST CORNER OF THE SAID 128.48 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE S 21°38'45" E – 266.14' (BEARING AND DISTANCE CITED IN SAID DEED OF THE 128.48 ACRE TRACT) WITH SAID CUT-BACK LINE TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 280+09.21 - 223.87 LT" FOUND MARKING AN ANGLE POINT IN THE WEST LINE OF SAID PROPOSED U.S. 190 BY-PASS RIGHT-OF-WAY;

600 Austin Avenue, Suite 20 • Waco, Texas • 76701
Phone: 254-714-1402 • Fax: 254-714-0402

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF THE PROPOSED FUTURE EXTENSION OF U.S. 190 BY-PASS ALONG THE BEARINGS AND DISTANCES SHOWN ON PLANS PROVIDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PROPOSED WIDENING OF UNITED STATES HIGHWAY 190 AND THE PROPOSED U.S. 190 BY-PASS RIGHT-OF-WAY (DATED 09-20-03) THE FOLLOWING TWELVE (12) CALLS:

1) **S 41°10'52" W – 538.12'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 275+00 - 160.00 LT" FOUND MARKING A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT,
2) **AN ARC DISTANCE OF 1213.29'** WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 3990.07' AND A CHORD WHICH BEARS S 35°27'44" W – 1208.62' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 263+35.36 - 160.00 LT" FOUND MARKING THE POINT OF TANGENCY,
3) **S 26°45'04" W – 219.70'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 261+15.65 - 160.00 LT" FOUND MARKING AN ANGLE POINT,
4) **S 30°48'11" W – 1857.12'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 242+63.17 - 291.23 LT" FOUND MARKING A POINT OF CURVATURE OF A CURVE TO THE LEFT,
5) **AN ARC DISTANCE OF 115.60'** WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 3110.00' AND A CHORD WHICH BEARS S 29°44'18" W – 115.59' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 241+47.73 - 297.25 LT" FOUND MARKING AN ANGLE POINT AT THE NORTH CUT-BACK LINE OF OLD COPPERAS COVE ROAD,
6) **S 61°47'20" W – 151.14'** WITH SAID CUT-BACK LINE TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 240+23.98 - 384.02 LT" FOUND MARKING THE END OF SAID CUT-BACK LINE,
7) **S 23°19'31" W – 173.91'** CROSSING OLD COPPERAS COVE ROAD TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 238+50.39 - 373.63 LT" FOUND MARKING AN ANGLE POINT AT THE SOUTH CUT-BACK LINE OF OLD COPPERAS COVE ROAD,
8) **S 19°07'44" E – 113.18'** WITH SAID CUT-BACK LINE TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 237+71.60 - 292.39 LT" FOUND MARKING THE END OF SAID CUT-BACK LINE,
9) **S 25°04'32" W – 675.94'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 230+57.67 - 234.72 LT" FOUND MARKING A POINT OF CURVATURE OF A CURVE TO THE RIGHT,
10) **AN ARC DISTANCE OF 700.35'** WITH SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1890.00' AND A CHORD WHICH BEARS S 35°41'28" W – 696.35' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 223+21.26 - 160.00 LT" FOUND MARKING THE POINT OF COMPOUND CURVATURE,
11) **AN ARC DISTANCE OF 1525.11'** WITH SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3245.00' AND A CHORD WHICH BEARS S 61°28'29" W – 1511.11' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 207+20.95 - 160.00 LT" FOUND MARKING THE POINT OF TANGENCY,
12) **S 77°44'23" W – 986.28'** TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 155 ACRES OF LAND.

THIS DOCUMENT WAS 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.

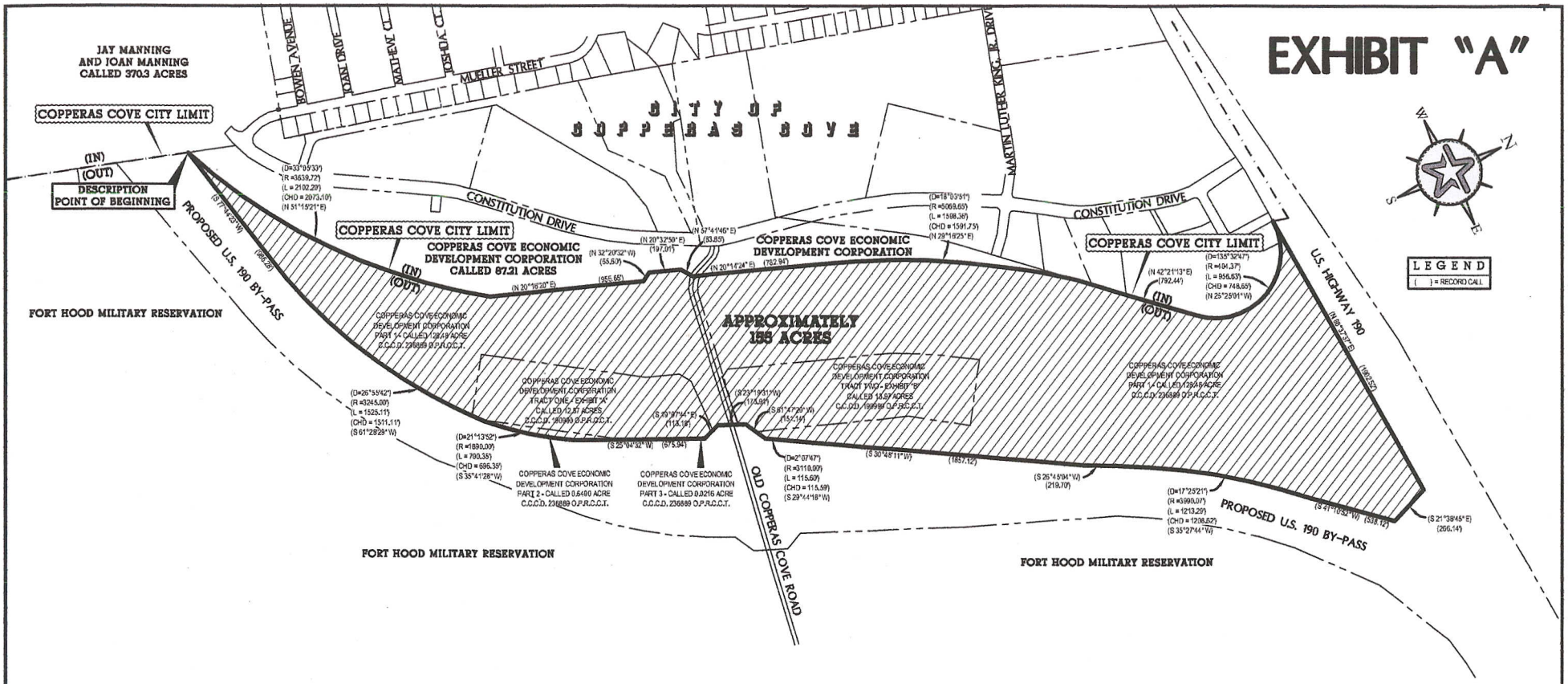
COMPILED ON JULY 7, 2010 FROM SURVEYS PERFORMED DURING 2008 AND 2010 AND FROM RECORD DOCUMENTS ON JULY 1, 2010.

KEVIN R. HESSEL, R.P.L.S. 5344

STATE OF TEXAS
REGISTERED
KEVIN R. HESSEL
5344
PROFESSIONAL
LAND SURVEYOR

PROJ NO. 2-01412
PLAT NO. B1-0174
FIELD NOTE NO. 2-01412-FN-01
MAP CHECKED BY KRH

EXHIBIT "A"



PREPARED: JULY 7, 2010

KEVIN R. HESSEL, R.P.L.S. 5344

STATE OF TEXAS
REGISTERED
KEVIN R. HESSEL
5344
PROFESSIONAL
LAND SURVEYOR

EXHIBIT OF
APPROXIMATELY 155 ACRES
FOR VOLUNTARY ANNEXATION
INTO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS

NOTE: THIS DRAWING WAS 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.

DESCRIPTION ATTACHED HERETO MADE A PART HEREOF AND TITLED:
APPROXIMATELY 155 ACRES FOR VOLUNTARY ANNEXATION INTO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS.

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Walker Partners
ENGINEERS • SURVEYORS
600 AUSTIN AVENUE, SUITE 20 • WACO, TEXAS 76701
PHONE: 1-254-714-1402 • T.B.P.E. REGISTRATION NO. 8053

0 300 600 1200
GRAPHIC SCALE IN FEET

REVISIONS

PLAT NO. B1-0174 DRAFT DATE 07-05-10 FB/PG NA
PROJ. NO. 2-01412 TAB NO. NA FIELD NOTE NO. 01
DWG. NAME 2-01412MS1R.DWG DRAWN BY KRH

EXHIBIT B

SERVICE PLAN

CITY OF COPPERAS COVE, TEXAS

SERVICE PLAN FOR ANNEXATION OF 155.8906 ACRES IN CORYELL COUNTY, TEXAS

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. <u>Police Protection</u>

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. <u>Fire Protection and Emergency Medical Services</u>

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. <u>Maintenance of Water and Wastewater Facilities</u>

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

policy 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 Solid Waste Superintendent. 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 and maintenance of the property owner(s).

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 and maintenance of the property owner(s).

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 may not be sufficient capacity for water and wastewater to provide services to the annexed areas pursuant to the City of Copperas Cove extension policies. Required extensions and improvements will be subject to separate agreements between the property owner and the City of Copperas Cove.

3. <u>Roads and Streets</u>

For the next 2-1/2 years, the City of Copperas Cove, Texas finds and determines that it is not necessary to construct and road and street improvements within 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.

4. <u>Maintenance of Parks, Playgrounds, and Swimming Pools and Any Other Publicly Owned Facility, Building, or Service</u>

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.

Request for Voluntary Annexation of Sparsely Populated Area by the Owner of Area

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

The undersigned owner of the hereinafter described tract of land, pursuant to the Texas Local Government Code § 43.028, hereby petitions the City of Copperas Cove to extend the present City Limits so as to include as a part of the City that certain tract of land described in Exhibit "A" attached hereto and made a part hereof: Copies of the deeds showing current ownership of the property are attached.

The undersigned owner hereby certifies that:

(1) The tract of land described in Exhibit "A" is located contiguous and adjacent to the existing corporate limits of the City of Copperas Cove, Texas; and
(2) The tract of land 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) This petition is signed and duly acknowledged by each and every individual or corporation having a proprietary interest in said land.

7-22-10

Dan Yancey, Chairman
Copperas Cove Economic Development Corporation
Board of Directors

Date

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF Coryell §

This instrument was acknowledged before me on the 22nd day of July, 2010, by Dan Yancey.

Linda Hight
Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
Linda Hight
My Commission Expires
04/25/2012

VOLUNTARY ANNEXATION PETITION – APPLICATION & CHECKIST

(Please Print Clearly)

Name of Applicant: Copperas Cove Economic Development Corporation
Date of Submittal: July 23, 2010
Proposed Acreage to be Annexed: 155.8986 acres

INSTRUCTIONS

- Fill out the following application and checklist completely prior to submission
- Place a check mark on each line when you have complied with that item

REQUIRED ITEMS FOR SUBMITTAL PACKAGE:

The following items must be included in order for the Annexation Application to be accepted

✓ 1. Completed annexation petition with each owner's original signature. Must include all owners' signatures if there are multiple owners of record.

✓ 2. Completed annexation application with separate owner's sheet for each owner of record

✓ 3. A copy of the deed showing current ownership

✓ 4. A clear and legible copy of certified field notes (metes and bounds) describing the boundary of the property that is being petitioned for annexation with a graphic exhibit (map or plat) clearly showing the property. If the property is a subdivided lot, please submit a copy of the recorded subdivision plat.

✓ 5. Number of property owners to be notified: 12
A computer print out from the appraisal district listing property owners located within 200 feet of the boundaries of the subject property, and from that a location map and key showing the notification boundaries and numbered key listing the names and mailing address of those to be notified

DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY

Annexation Petition(s) ☐ Completed Application ☐ Application Fee ☐

Owner's Sheet(s) ☐ Ownership Deed ☐ Boundary Description ☐

This application meets the Planning Department's requirements for processing:

Accepted By: _____ *Date:* _____

PROPERTY INFORMATION:

Property Address or Description: W of current City limits, S of 190, E ½ N of Kelleyer Route ROW

Total Number of Acres: 155.8906 Total Number of Tracts: 3

Lot(s): n/a Blocks: n/a Subdivision: n/a

Survey Name and Abstract Number: see separate sheet, attached

Current Land Use: Undeveloped

Proposed Land Use and Purpose of Annexation: commercial & industrial development

List of all qualified voting age persons living on each tract of land. *Per state law, in order for an area to be eligible for annexation by petition of the land owners, the area must be vacant or inhabited by fewer than three (3) qualified voters.*

Tract #	Name	Mailing Address
none		

Voluntary Annexation
Copperas Cove EDC Property to City of Copperas Cove

Survey Names and Abstract Numbers

D.D. Thompson Survey, Abstract 1041

A.G. Mathews Survey, Abstract 1765

James A. Wells Survey, Abstract 1065

C.G. Bennett Survey, Abstract 1680

Wm. P. Hardeman Survey, Abstract 454

Richard Hallmark Survey, Abstract 466

In Coryell County, Texas

OWNERS INFORMATION:

(Please fill out a separate sheet for each owner of record) (Please Print)

Copperas Cove EDC contacts: Dan Yancey, Polo Enriquez, Monica Hull

Owner's Name *(If the property ownership is in the name of a partnership, corporation, joint venture, trust o other entity, please list the official name of the entity and the name of the managing partner.)*

210 S 1st St Copperas Cove TX 76522

Owner's Mailing Address City State Zip

254.547.7874 254.423.1523 254.547.7388

Owner's Phone Mobile Fax Email

polo.enriquez@copperascove-edc.com

Agent Authorization:

Please check one of the following:

✓ I will represent my petition before City Staff and the City Council of the City of Copperas Cove

____ I hereby authorize the person named below to act as my agent in representing this application before the City Staff and the City Council of the City of Copperas Cove

Note: The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed the owner will be considered the agent.

(Please Print)

Agent's Name Company Name (if applicable)

Agent's Mailing Address City State Zip

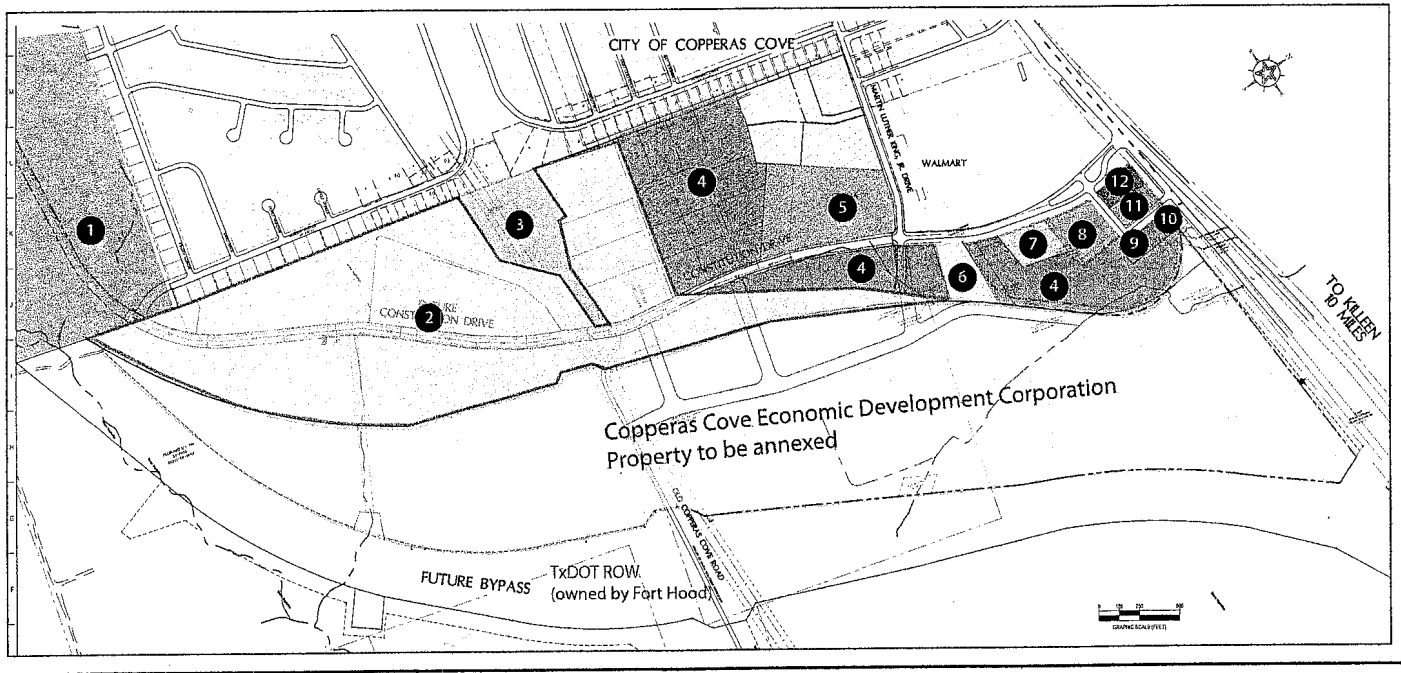
Agent's Phone Mobile Fax Email

If an agent is representing the owner of the property, please complete the following information:

I hereby authorize the person named above to act as my agent in processing this application before the City Council of the City of Copperas Cove, Texas:

Owner's Signature: _____

Date: _____



Copperas Cove EDC Voluntary Annexation Map Key

Property number	Owner Name	Company Name	Address1	Address2	City, State, Zip
1	Jay Manning	Manning Homes	2425 E Hwy 190		Copperas Cove, TX 76522
2		Copperas Cove EDC	210 S 1st St		Copperas Cove, TX 76522
3	Oncor Electric Delivery	c/o State & Local Tax Department	PO Box 219071		Dallas, TX 75221-9071
4		Copperas Cove Industrial Foundation	PO Box 727		Copperas Cove, TX 76522
5	Jeff Benson	Cinergy Cinemas	1311 N Central Exp	Suite 336	Dallas, TX 75243
6 (Days Inn)		Sargam Inc	341 Constitution Dr		Copperas Cove, TX 76522
7 (Best Western)		Golden Royal, Inc	321 Constitution Dr		Copperas Cove, TX 76522
8 (Cove Retail Center)		Magenta Sky Capital, LTD	PO Box 64189		Lubbock, TX 79464
9 (East Pointe Center)		James Wright 2000 Trust	3106 S WS Young Dr	Suite 402	Killeen, TX 76542
10 (Arby's)		Foods, Inc - Arby's Roast Beef ATTN: Jon Parnell	411 Oakridge Rd		Georgetown, TX 78628
11 (Wendy's)		CTW LLC	PO Box 7657		Waco, TX 76714
12 (Casa Ole)		Spirit SPE Portfolio 2004-6 LLC	3609 Smith Barry Rd		Pantego, TX 76013

Walker Partners
ENGINEERS • SURVEYORS

EXHIBIT "A"

APPROXIMATELY 155 ACRES
FOR VOLUNTARY ANNEXATION
INTO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS

DESCRIPTION OF APPROXIMATELY 155 ACRES OF LAND LOCATED IN THE D.D. THOMPSON SURVEY, ABSTRACT 1041, A.G. MATHEWS SURVEY, ABSTRACT 1765, JAMES A. WELLS SURVEY, ABSTRACT 1065, C.G. BENNETT SURVEY, ABSTRACT 1680, WM. P. HARDEMAN SURVEY, ABSTRACT 454, AND THE RICHARD HALLMARK SURVEY, ABSTRACT 466, IN CORYELL COUNTY, TEXAS, SAID 155 ACRE TRACT BEING ALL OF PART 1 - CALLED 128.48 ACRES, ALL OF PART 2 - CALLED 0.6490 ACRE AND ALL OF PART 3 - CALLED 0.0216 ACRE COMPRISING A CALLED 129.1506 ACRE TRACT AS DESCRIBED IN EXHIBIT "A" IN A DEED TO THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION RECORDED UNDER CORYELL COUNTY CLERK'S DOCUMENT(C.C.C.D.) 236889 IN THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS (O.P.R.C.C.T.), ALSO BEING A PORTION OF "TRACT ONE" CALLED 12.87 ACRES AS DESCRIBED IN EXHIBIT "A" AND A PORTION OF "TRACT TWO" CALLED 13.97 ACRES AS DESCRIBED IN "EXHIBIT "B" IN A DEED TO THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION RECORDED UNDER C.C.C.D. 190990 OF THE O.P.R.C.C.T. SAID 155 ACRE TRACT BEING SHOWN ON THE ATTACHED EXHIBIT DRAWING AND FURTHER DESCRIBED BY RECORD CALLS AS FOLLOWS:

BEGINNING AT A TEXAS DEPARTMENT OF TRANSPORTATION'S (TXDOT) BRASS CAP MONUMENT STAMPED "STA 197+35.85 - 208.19 LT" FOUND IN THE PROPOSED NORTH RIGHT-OF-WAY LINE OF THE FUTURE EXTENSION OF U.S. 190 BY-PASS HIGHWAY AT ITS INTERSECTION WITH THE EAST LINE OF THE REMAINDER OF A CALLED 370.3 ACRE TRACT DESCRIBED IN A DEED TO JAY MANNING AND JOAN MANNING RECORDED UNDER C.C.C.D. 182714 OF THE O.P.R.C.C.T., MARKING THE MOST SOUTHERLY OR SOUTHWEST CORNER OF A CALLED 87.21 ACRE TRACT DESCRIBED AS "TRACT THREE" IN EXHIBIT "C" IN THE ABOVE-MENTIONED DEED TO THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION RECORDED UNDER C.C.C.D. 190990 OF THE O.P.R.C.C.T., ALSO MARKING THE MOST SOUTHERLY OR SOUTHWEST CORNER OF THE ABOVE-MENTIONED 128.48 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE WITH THE WEST LINE OF THE SAID 128.48 ACRE TRACT ALONG THE BEARINGS AND DISTANCES CITED IN SAID DEED OF THE 128.48 ACRE TRACT, SAME BEING THE EXISTING CORPORATE LIMITS OF THE CITY OF COPPERAS COVE THE FOLLOWING NINE (9) CALLS:

1) **AN ARC DISTANCE OF 2102.20'** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 3639.72' AND A CHORD OF N 51°15'21" E – 2073.10' TO A POINT OF NON-TANGENCY,
2) **N 20°16'20" E – 955.65'** TO AN ANGLE POINT,
3) **N 32°20'32" W – 65.60'** TO AN ANGLE POINT,
4) **N 20°32'50" E – 197.01'** TO AN ANGLE POINT,
5) **N 57°41'46" E – 83.85'** TO AN ANGLE POINT,
6) **N 20°14'24" E – 782.94'** TO A POINT OF CURVATURE,
7) **AN ARC DISTANCE OF 1598.36'** WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 5069.65' AND A CHORD OF N 29°16'25" E – 1591.75' TO A POINT OF TANGENCY,
8) **N 42°21'13" E – 792.44'** TO A POINT OF CURVATURE,
9) **AN ARC DISTANCE OF 956.63'** WITH A CURVE TO THE LEFT HAVING A RADIUS OF 404.37' AND A CHORD OF N 25°25'01" W – 748.65' TO A POINT IN THE EXISTING SOUTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 190, BEING THE NORTHWEST CORNER OF THE 128.48 ACRES AND THE HEREIN DESCRIBED TRACT;

THENCE N 86°37'37" E – 1902.52' (BEARING AND DISTANCE CITED IN SAID DEED OF THE 128.48 ACRE TRACT) LEAVING SAID CORPORATE LIMITS WITH SAID SOUTH LINE OF U.S. HIGHWAY 190 RIGHT-OF-WAY, SAME BEING THE NORTH LINE OF THE SAID 128.48 ACRE TRACT TO A POINT IN THE WEST CUT-BACK LINE OF THE ABOVE-MENTIONED PROPOSED FUTURE EXTENSION OF U.S. 190 BY-PASS, SAID POINT BEING THE NORTHEAST CORNER OF THE SAID 128.48 ACRE TRACT AND THE HEREIN DESCRIBED TRACT;

THENCE S 21°38'45" E – 266.14' (BEARING AND DISTANCE CITED IN SAID DEED OF THE 128.48 ACRE TRACT) WITH SAID CUT-BACK LINE TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 280+09.21 - 223.87 LT" FOUND MARKING AN ANGLE POINT IN THE WEST LINE OF SAID PROPOSED U.S. 190 BY-PASS RIGHT-OF-WAY;

600 AUSTIN AVENUE, SUITE 20 • WACO, TEXAS • 76701
PHONE: 254-714-1402 • FAX: 254-714-0402

THENCE WITH THE WEST RIGHT-OF-WAY LINE OF THE PROPOSED FUTURE EXTENSION OF U.S. 190 BY-PASS ALONG THE BEARINGS AND DISTANCES SHOWN ON PLANS PROVIDED BY THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PROPOSED WIDENING OF UNITED STATES HIGHWAY 190 AND THE PROPOSED U.S. 190 BY-PASS RIGHT-OF-WAY (DATED 09-20-03) THE FOLLOWING TWELVE (12) CALLS:

1) **S 41°10'52" W – 538.12'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 275+00 - 160.00 LT" FOUND MARKING A POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT,
2) **AN ARC DISTANCE OF 1213.29'** WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 3990.07' AND A CHORD WHICH BEARS S 35°27'44" W – 1208.62' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 263+35.36 - 160.00 LT" FOUND MARKING THE POINT OF TANGENCY,
3) **S 26°45'04" W – 219.70'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 261+15.65 - 160.00 LT" FOUND MARKING AN ANGLE POINT,
4) **S 30°48'11" W – 1857.12'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 242+63.17 - 291.23 LT" FOUND MARKING A POINT OF CURVATURE OF A CURVE TO THE LEFT,
5) **AN ARC DISTANCE OF 115.60'** WITH SAID CURVE TO THE LEFT HAVING A RADIUS OF 3110.00' AND A CHORD WHICH BEARS S 29°44'18" W – 115.59' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 241+47.73 - 297.25 LT" FOUND MARKING AN ANGLE POINT AT THE NORTH CUT-BACK LINE OF OLD COPPERAS COVE ROAD,
6) **S 61°47'20" W – 151.14'** WITH SAID CUT-BACK LINE TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 240+23.98 - 384.02 LT" FOUND MARKING THE END OF SAID CUT-BACK LINE,
7) **S 23°19'31" W – 173.91'** CROSSING OLD COPPERAS COVE ROAD TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 238+50.39 - 373.63 LT" FOUND MARKING AN ANGLE POINT AT THE SOUTH CUT-BACK LINE OF OLD COPPERAS COVE ROAD,
8) **S 19°07'44" E – 113.18'** WITH SAID CUT-BACK LINE TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 237+71.60 - 292.39 LT" FOUND MARKING THE END OF SAID CUT-BACK LINE,
9) **S 25°04'32" W – 675.94'** TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 230+57.67 - 234.72 LT" FOUND MARKING A POINT OF CURVATURE OF A CURVE TO THE RIGHT,
10) **AN ARC DISTANCE OF 700.35'** WITH SAID CURVE TO THE RIGHT HAVING A RADIUS OF 1890.00' AND A CHORD WHICH BEARS S 35°41'28" W – 696.35' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 223+21.26 - 160.00 LT" FOUND MARKING THE POINT OF COMPOUND CURVATURE,
11) **AN ARC DISTANCE OF 1525.11'** WITH SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3245.00' AND A CHORD WHICH BEARS S 61°28'29" W – 1511.11' TO A TXDOT BRASS CAP MONUMENT STAMPED "STA 207+20.95 - 160.00 LT" FOUND MARKING THE POINT OF TANGENCY,
12) **S 77°44'23" W – 986.28'** TO THE POINT OF BEGINNING AND CONTAINING APPROXIMATELY 155 ACRES OF LAND.

THIS DOCUMENT WAS 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.

COMPILED ON JULY 7, 2010 FROM SURVEYS PERFORMED DURING 2008 AND 2010 AND FROM RECORD DOCUMENTS ON JULY 1, 2010.

KEVIN R. HESSEL, R.P.L.S. 5344

STATE OF TEXAS
REGISTERED
KEVIN R. HESSEL
5344
PROFESSIONAL
LAND SURVEYOR

PROJ NO. 2-01412
PLAT NO. B1-0174
FIELD NOTE NO. 2-01412-FN-01
MAP CHECKED BY KRH

EXHIBIT "A"

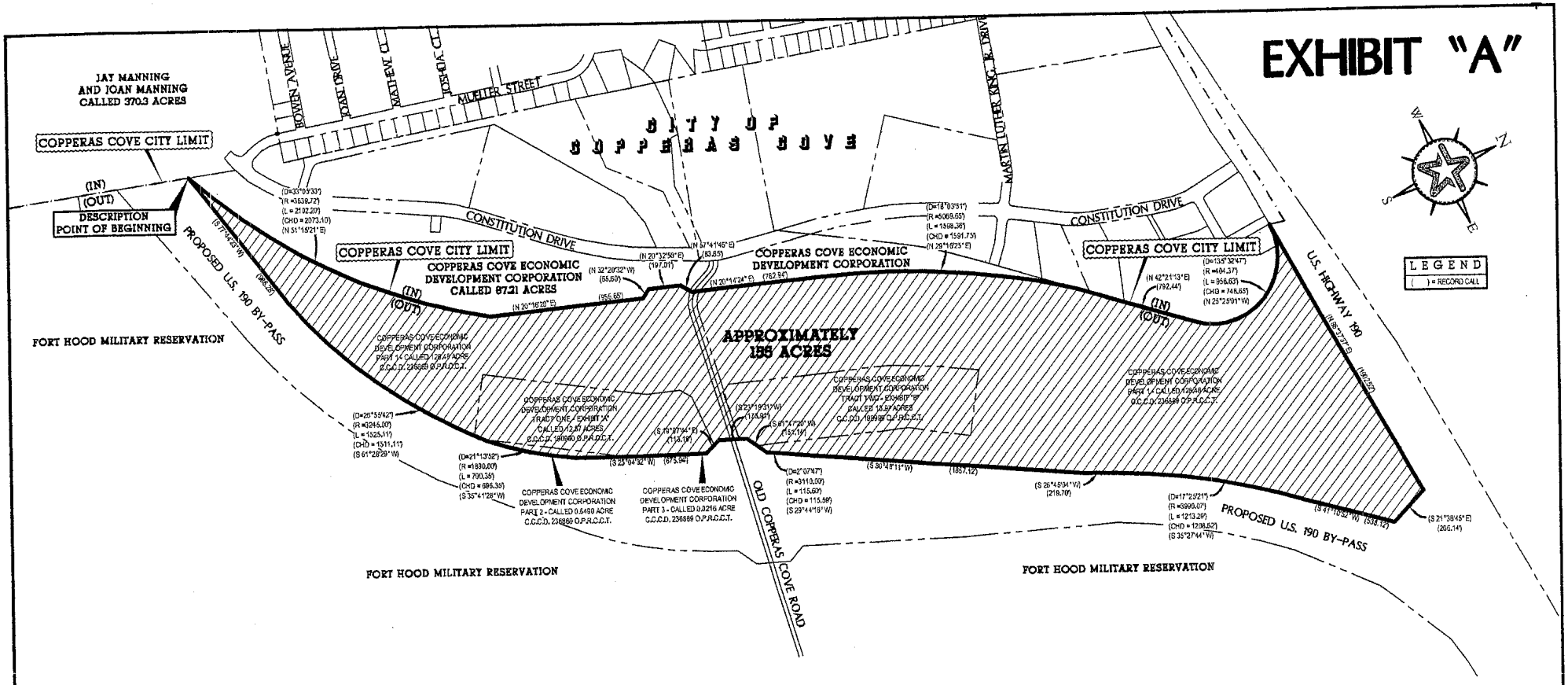


EXHIBIT OF
APPROXIMATELY 155 ACRES
FOR VOLUNTARY ANNEXATION
INTO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS

PREPARED: JULY 7, 2010

KEVIN R. HESSEL, R.P.L.S. 5344

STATE OF TEXAS
REGISTERED
KEVIN R. HESSEL
5344
PROFESSIONAL
LAND SURVEYOR

NOTE: THIS DRAWING WAS 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.

DESCRIPTION ATTACHED HERETO MADE A PART HEREOF AND TITLED:
APPROXIMATELY 155 ACRES FOR VOLUNTARY ANNEXATION INTO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS.

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Walker Partners
ENGINEERS • SURVEYORS
600 AUSTIN AVENUE, SUITE 20 • WACO, TEXAS 76701
PHONE: 1-254-714-1402 • T.B.P.E. REGISTRATION NO. 8053

0 300 600 1200
GRAPHIC SCALE IN FEET

REVISIONS

PLAT NO. B1-0174 DRAFT DATE 07-05-10 FB/PG NA
PROJ. NO. 2-01412 TAB NO. NA FIELD NOTE NO. 01
DWG. NAME 2-01412MSTR.DWG DRAWN BY KRH

236889

General Warranty Deed

COPY

Date: May 14, 2010

Grantor: City of Copperas Cove, a municipal corporation

Grantor's Mailing Address:

City of Copperas Cove
507 S Main Street
Copperas Cove, Texas 76522
Coryell County

Grantee: Copperas Cove Economic Development Corporation, a Texas corporation

Grantee's Mailing Address:

Copperas Cove Economic Development Corporation
210 S. 1st Street
Copperas Cove, Texas 76522
Coryell County

Consideration:

Ten and no/100 dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

BEING 128.48 acres or 5,596,710 square feet of land being a portion of the following tracts of land described in a Deed dated August 28, 1943 to United States of America, recorded in Volume 146, page 410, Deed Records of Coryell County, Texas, Deed dated October 27, 1943 to United States of America, recorded in Volume 147, page 270, Deed Records of Coryell County, Texas, Deed dated August 27, 1943 to United States of America, recorded in Volume 146, page 411, Deed Records of Coryell County, Texas, Deed dated August 20, 1943 to United States of America, recorded in Volume 146, page 363, Deed Records of Coryell County, Texas, Deed dated November 9, 1943 to United States of America, recorded in Volume 146, page 517, Deed Records of Coryell County, Texas, and Deed dated April 15, 1943 to United States of America, recorded in Volume 143, page 571, Deed Records of Coryell County, Texas, located in the Richard Hallmark Survey, Abstract No. 466, the Wm. P. Hardeman Survey, Abstract 454, the C. G. Bennett Survey, Abstract No. 1680, the J. A. Wells Survey, Abstract No. 1065, the A. G. Matthews Survey, Abstract No. 1765 and the D. D. Thompson Survey, Abstract No. 1041, Coryell County, Texas and being more particularly described by metes and bounds on EXHIBIT "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2010, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the

Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

City of Copperas Cove, a municipal corporation.

John Hull, Mayor

Attest:

Jane Lees, City Secretary

STATE OF TEXAS)

COUNTY OF CORYELL)

This instrument was acknowledged before me on May 20, 2010, by John Hull, in his capacity as the Mayor of City of Copperas Cove, a municipal corporation, on behalf of said corporation.

TANYA K. McMILLAN
Notary Public, State of Texas
My Commission Expires
September 18, 2010

Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE OFFICE OF:

Joe Carothers, Attorney
401 S Main
Copperas Cove, TX 76522
Tel: (254) 547-7010
Fax: (254) 542-1619

AFTER RECORDING RETURN TO:

Copperas Cove Economic Development Coporation
210 S. 1st Street
Copperas Cove, Texas 76522

COPPERAS COVE TRACT
FORT HOOD
129.1506 ACRES

PART 1

FIELD NOTES FOR 128.48 ACRES OR 5,596,710 SQUARE FEET OF LAND BEING A PORTION OF THE FOLLOWING TRACTS OF LAND DESCRIBED IN A DEED DATED AUGUST 28, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 146, PAGE 410, DEED RECORDS OF CORYELL COUNTY TEXAS (D.R.C.C.T.), DEED DATED OCTOBER 27, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 147, PAGE 270 D.R.C.C.T., DEED DATED AUGUST 27, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 146, PAGE 411 D.R.C.C.T., DEED DATED AUGUST 20, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 146, PAGE 363 D.R.C.C.T., DEED DATED NOVEMBER 9, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 146, PAGE 517 D.R.C.C.T. AND DEED DATED APRIL 15, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 143, PAGE 571 D.R.C.C.T., LOCATED IN THE RICHARD HALLMARK SURVEY, ABSTRACT NO. 466, THE WM. P. HARDEMAN SURVEY, ABSTRACT 454, THE C. G. BENNETT SURVEY, ABSTRACT 1680, THE J. A. WELLS SURVEY, ABSTRACT 1065, THE A. G. MATTHEWS SURVEY, ABSTRACT 1765 AND THE D. D. THOMPSON SURVEY, ABSTRACT 1041, CORYELL COUNTY, TEXAS.

COMMENCING at a 3-inch iron rod in concrete found for the northwest corner of a called 235.003 acre tract as described in a deed dated September 20, 1990 to JWC, Inc. and the southwest corner of said Volume 146, Page 410, being on the easterly line of a called 376 acre tract as described in deed dated March 14, 1974 to Curtis Manning, et ux;

THENCE North 17 degrees 34 minutes 01 seconds East, along easterly line of said Manning tract and the westerly line of said Volume 146, Page 410 passing at a distance of 247.16 feet a TxDOT Type II monument found on the proposed southeasterly right-of-way line of U.S. Highway 190, as shown on plans for CSJ:0231-02-044 dated October 9, 2003, in all a total distance of 701.57 feet to a TxDOT Type II monument found for the south corner and **POINT OF BEGINNING** of the herein described tract, being the most southerly corner of a called 87.21 acre tract as described in deed dated September 24, 2003 to City of Copperas Cove, Texas recorded in File No. 167945 Official Records of Coryell County, Texas (O.R.C.C.T.), being on the westerly line of said Volume 146, Page 410, on the easterly line of said Manning tract and on the proposed northwesterly right-of-way line of said Proposed U.S. Highway 190, being the beginning of a curve to the left which center bears North 22 degrees 11 minutes 53 seconds West;

THENCE in a northeasterly direction, along the easterly line of said 87.21 acre tract and with said curve to the left, having a radius of 3,639.72 feet, an arc length of 2,102.20 feet, a central angle of 33 deg. 05 min. 33 sec., and a chord which bears North 51 deg. 15 min. 21 sec. East 2,073.10 feet, to a TxDOT Type II monument found for the end of said curve;

THENCE North 20 degrees 16 minutes 20 seconds East, continuing along the easterly line of said 87.21 acre tract, a distance of 955.65 feet to a TxDOT Type II monument found for an angle point of the easterly line of said 87.21 acre tract;

THENCE North 32 degrees 20 minutes 32 seconds West, continuing along the easterly line of said 87.21 acre tract, a distance of 65.60 feet to a TxDOT Type II monument found for an angle point of the easterly line of said 87.21 acre tract;

THENCE North 20 degrees 32 minutes 50 seconds East, continuing along the easterly line of said 87.21 acre tract, a distance of 197.01 feet to a TxDOT Type II monument found for an angle point of the easterly line of said 87.21 acre tract;

THENCE North 57 degrees 41 minutes 46 seconds East, continuing along the easterly line of said 87.21 acre tract, a distance of 83.85 feet to a TxDOT Type II monument found for an angle point of the easterly line of said 87.21 acre tract;

THENCE North 20 degrees 14 minutes 24 seconds East, continuing along the easterly line of said 87.21 acre tract, a distance of 782.94 feet to a TxDOT Type II monument found for an angle point of the easterly line of said 87.21 acre tract, being the beginning of a curve to the right which center bears South 69 degrees 45 minutes 31 seconds East;

THENCE in a northeasterly direction, along the easterly line of said 87.21 acre tract and with said curve to the right, having a radius of 5,069.65 feet, an arc length of 1,598.36 feet, a central angle of 18 deg. 03 min. 51 sec., and a chord which bears North 29 deg. 16 min. 25 sec. East 1,591.75 feet, to a 5/8-inch iron rod with aluminum cap found for the end of said curve, being the most northerly corner of said 87.21 acre tract, being on the easterly line of Block 1 of the Copperas Cove 190 Business Park & Industrial Park Phase 2, recorded in Cabinet "A", Slide 369 of the Plat Records of Coryell County, Texas (P.R.C.C.T.);

THENCE North 42 degrees 21 minutes 13 seconds East, along the easterly line of said Block 1, passing at a distance of 132.74 feet a 3/8-inch iron rod with cap, marked WALLACE GROUP, found for the northeast corner of Lot 2 said Block 1 and the southeast corner of Lot 1 said Block 1, in all a total distance of 792.44 feet to a 3/8-inch iron rod cap, marked WALLACE GROUP, found for the beginning of a curve to the left which center bears North 47 degrees 38 minutes 37 seconds West;

THENCE in a northwesterly direction, along the easterly line of said Block 1 and with said curve to the left, having a radius of 404.37 feet, an arc length of 956.63 feet, a central angle of 135 deg. 32 min. 47 sec., and a chord which bears North 25 deg. 25 min. 01 sec. West 748.65 feet, to a TxDOT Type II monument found on the existing south right-of-way line of U.S. Highway 190, recorded in Volume 275, Page 355, D.R.C.C.T.;

THENCE North 86 degrees 37 minutes 37 seconds East, along the said existing south right-of-way line of U.S. Highway 190, a distance of 1,902.52 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set on an extension of the proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 21 degrees 38 minutes 06 seconds East, along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 266.14 feet to a TxDOT Type II monument found for an angle point on said proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 41 degrees 10 minutes 38 seconds West, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190, passing at a distance of 269.01 feet a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a Point on Line (POL), in all a total distance of 538.01 feet to a TxDOT Type II monument found on said proposed northwesterly right-of-way line of U.S. Highway 190, being the beginning of a curve to the left which center bears South 45 degrees 49 minutes 24 seconds East;

THENCE in a southwesterly direction, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190 and with said curve to the left, having a radius of 3,990.07 feet, passing at an arc length of 404.46 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a Point on Curve (POC), passing at an arc length of 808.92 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POC, a total arc length of 1,213.38 feet, a central angle of 17 deg. 25 min. 25 sec., and a chord which bears South 35 deg. 27 min. 54 sec. West 1,208.71 feet, to a TxDOT Type II monument found for the end of said curve, being on the said proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 26 degrees 46 minutes 16 seconds West, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 219.70 feet to a TxDOT Type II monument found for an angle point on said proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 30 degrees 47 minutes 51 seconds West, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190, passing at a distance of 283.56 feet a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POL, passing at a distance of 567.12 feet a TxDOT Type II monument found for the east corner of the northerly proposed TxDOT easement 38(E), passing at a distance of 767.60 feet a TxDOT Type II monument found for the south corner of the northerly proposed TxDOT easement 38(E), passing at a distance of 1,130.85 feet a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POL, passing at a distance of 1,494.10 feet a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POL, in all a total distance of 1,857.35 feet to a TxDOT Type II monument found on said proposed northwesterly right-of-way line of U.S. Highway 190, being the beginning of a curve to the left which center bears South 59 degrees 22 minutes 01 seconds East;

THENCE in a southwesterly direction, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190 and with said curve to the left, having a radius of 3,110.00 feet, an arc length of 115.96 feet, a central angle of 02 deg. 08 min. 11 sec., and a chord which bears South 29 deg. 33 min. 54 sec. West 115.95 feet to a TxDOT Type II monument found for the end of said curve, being on the said proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 62 degrees 04 minutes 28 seconds West, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 75.03 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a corner of the herein described tract, being on the said proposed northwesterly right-of-way line of U.S. Highway 190 and on the east line of a called 13.97 acre tract as described in deed dated September 24, 2003 to City of Copperas Cove, recorded in File No. 167945 O.R.C.C.T.;

THENCE North 20 degrees 14 minutes 33 seconds East, along the said east line of the called 13.97 acre tract, a distance of 953.30 feet to a 3/8-inch iron rod found for an angle point on the said east line of the called 13.97 acre tract;

THENCE North 34 degrees 28 minutes 00 seconds East, continuing along the said east line of the called 13.97 acre tract, a distance of 386.08 feet to a 3/8-inch iron rod with cap, marked M & ASSOC., found for northeast corner of the called 13.97 acre tract;

THENCE North 56 degrees 08 minutes 05 seconds West, along the north line of the called 13.97 acre tract, a distance of 411.83 feet to a 3/8-inch iron rod with cap, marked M & ASSOC., found for northwest corner of the called 13.97 acre tract, being the beginning of a curve to the left which center bears South 56 degrees 09 minutes 57 seconds East;

THENCE in a southwesterly direction, along the west line of the called 13.97 acre tract and with said curve to the left, having a radius of 4,270.17 feet, an arc length of 550.64 feet, a central angle of 07 deg. 23 min. 18 sec., and a chord which bears South 30 deg. 08 min. 24 sec. West 550.26 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for the end of said curve, being on the said west line of the called 13.97 acre tract;

THENCE South 20 degrees 14 minutes 31 seconds West, along the said west line of the called 13.97 acre tract, a distance of 392.33 feet to a 5/8-inch iron rod with aluminum cap found for an angle point of the said west line called 13.97 acre tract;

THENCE South 20 degrees 14 minutes 02 seconds West, along the said west line of the called 13.97 acre tract, a distance of 623.00 feet to a 5/8-inch iron rod with aluminum cap found for an angle point of the said west line called 13.97 acre tract;

THENCE South 30 degrees 41 minutes 21 seconds East, along the said west line of the called 13.97 acre tract, a distance of 60.44 feet to a 5/8-inch iron rod with aluminum cap found for the southwest corner of the called 13.97 acre tract;

THENCE South 82 degrees 26 minutes 30 seconds East, along the south line of the called 13.97 acre tract, a distance of 307.32 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set on the said Proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 23 degrees 19 minutes 42 seconds West, along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 127.00 feet to a TxDOT Type II monument found for an angle point on the said proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 19 degrees 10 minutes 46 seconds East, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 39.56 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set on the said proposed northwesterly right-of-way line of U.S. Highway 190 and on the north line of a called 12.87 acre tract as described in deed dated September 24, 2003 to City of Copperas Cove, recorded in File No. 167945 O.R.C.C.T.;

THENCE North 88 degrees 33 minutes 16 seconds West, along the said north line of the called 12.87 acre tract, a distance of 330.75 feet to a 5/8-inch iron rod with aluminum cap found for the northwest corner of the called 12.87 acre tract;

THENCE South 58 degrees 05 minutes 54 seconds West, along the west line of the called 12.87 acre tract, a distance of 84.80 feet to a 5/8-inch iron rod with aluminum cap found for the an angle point on the said west line of the called 12.87 acre tract;

THENCE South 19 degrees 59 minutes 32 seconds West, along the said west line of the called 12.87 acre tract, a distance of 207.66 feet to a 5/8-inch iron rod with aluminum cap found for an angle point on the said west line of the called 12.87 acre tract;

THENCE South 33 degrees 51 minutes 32 seconds West, continuing along the west line of the called 12.87 acre tract, a distance of 966.54 feet to a 5/8-inch iron rod with aluminum cap found on the said west line of the called 12.87 acre tract, being the beginning of a curve to the right which center bears North 56 degrees 36 minutes 58 seconds West;

THENCE in a southwesterly direction, continuing along the west line of the called 12.87 acre tract and with said curve to the right, having a radius of 3,999.13 feet, an arc length of 61.96 feet, a central angle of 00 deg. 53 min. 16 sec., and a chord which bears South 33 deg. 49 min. 39 sec. West 61.96 feet to a 3/8-inch iron rod with cap, marked M & ASSOC., found for the end of said curve, being the southwest corner of the called 12.87 acre tract;

THENCE South 55 degrees 16 minutes 36 seconds East, along the southwesterly line of the called 12.87 acre tract, a distance of 382.16 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set on the said proposed northwesterly right-of-way of U.S. Highway 190, being on a curve to the right which center bears North 40 degrees 29 minutes 05 seconds West;

THENCE in a southwesterly direction, along the said proposed northwesterly right-of-way line of U.S. Highway 190 and with said curve to the right, having a radius of 3,245.00 feet, passing at an arc length of 173.46 feet a TxDOT Type II monument found for the east corner of the southerly proposed TxDOT easement 38(E), passing at an arc length of 373.52 feet a TxDOT Type II monument found for the south corner of the southerly proposed TxDOT easement 38(E), passing at a distance of 729.09 feet a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POC, passing at an arc length of 1,084.65 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POC, a total arc length of 1,440.21 feet, a central angle of 25 deg. 25 min. 45 sec., and a chord which bears South 62 deg. 13 min. 48 sec. West 1,428.42 feet, to a TxDOT Type II monument found for the end of said curve, being on the said proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 77 degrees 44 minutes 27 seconds West, along the said proposed northwesterly right-of-way of U.S. Highway 190, passing at a distance of 493.10 feet a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POL, in all a total distance of 986.20 feet to the **POINT OF BEGINNING** and containing 128.48 acres or 5,596,710 square feet of land. (Bearings are referenced to the Texas Coordinate System, Central Zone, North American Datum of 1983 and referenced to the National Geodetic Survey Monument TXBU BURNET CORS ARP PID DG5763).

PART 2

FIELD NOTES FOR 0.6490 ACRES OR 28,271 SQUARE FEET OF LAND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED DATED APRIL 15, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 143, PAGE 571 D.R.C.C.T., LOCATED IN THE WM. P. HARDEMAN SURVEY, ABSTRACT 454, CORYELL COUNTY, TEXAS.

COMMENCING at a 3/8-inch iron rod with cap, marked M & ASSOC., found for the southeast corner of a called 12.87 acre tract as described in deed dated September 24, 2003 to City of Copperas Cove, recorded in File No. 167945 O.R.C.C.T.;

THENCE North 33 degrees 48 minutes 05 seconds East, along the east line of the called 12.87 acre tract, a distance of 66.60 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for the south corner and **POINT OF BEGINNING** of the herein described tract, being on the proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE North 33 degrees 48 minutes 05 seconds East, continuing along the east line of the called 12.87 acre tract, a distance of 888.02 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for north corner of the herein described tract, being on the proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 25 degrees 04 minutes 54 seconds West, along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 178.23 feet a TxDOT Type II monument found on the said proposed northwesterly right-of-way line of U.S. Highway 190, being the beginning of a curve to the right which center bears North 64 degrees 55 minutes 31 seconds West;

THENCE in a southwesterly direction, along the said proposed northwesterly right-of-way line of U.S. Highway 190 and with said curve to the right, having a radius of 1,890.00 feet, passing at an arc length of 350.19 feet a 5/8-inch iron rod with aluminum cap stamped "LCI" set for a POC, a total arc length of 700.39 feet, a central angle of 21 deg. 13 min. 57 sec., and a chord which bears South 35 deg. 41 min. 28 sec. West 696.39 feet to a TxDOT Type II monument found for the end of said curve, on the said proposed northwesterly right-of-way line of U.S. Highway 190, being the beginning of a compound curve to the right which center bears North 41 degrees 59 minutes 10 seconds West;

THENCE in a southwesterly direction, along the said proposed northwesterly right-of-way line of U.S. Highway 190 and with said curve to the right, having a radius of 3,245.00 feet, an arc length of 16.35 feet, a central angle of 00 deg. 17 min. 19 sec., and a chord which bears South 48 deg. 09 min. 29 sec. West 16.35 feet to the **POINT OF BEGINNING** and containing 0.6490 acres or 28,271 square feet of land. (Bearings are referenced to the Texas Coordinate System, Central Zone, North American Datum of 1983 and referenced to the National Geodetic Survey Monument TXBU BURNET CORS ARP PID DG5763).

PART 3

FIELD NOTES FOR 0.0216 ACRES OR 940 SQUARE FEET OF LAND BEING A PORTION OF A TRACT OF LAND DESCRIBED IN A DEED DATED APRIL 15, 1943 TO UNITED STATES OF AMERICA RECORDED IN VOLUME 143, PAGE 571 D.R.C.C.T., LOCATED IN THE WM. P. HARDEMAN SURVEY, ABSTRACT 454, CORYELL COUNTY, TEXAS.

COMMENCING at a 3/8-inch iron rod with cap, marked M & ASSOC., found for the northeast corner of a called 12.87 acre tract as described in deed dated September 24, 2003 to City of Copperas Cove, recorded in File No. 167945 O.R.C.C.T.;

THENCE South 20 degrees 16 minutes 45 seconds West, along the east line of the called 12.87 acre tract, a distance of 54.24 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for the north corner and **POINT OF BEGINNING** of the herein described tract, being on the proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 19 degrees 10 minutes 46 seconds East, along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 18.84 feet to a TxDOT Type II monument found for an east corner of the herein described tract, being on the said proposed northwesterly right-of-way line of U.S. Highway 190;

THENCE South 25 degrees 04 minutes 54 seconds West, continuing along the said proposed northwesterly right-of-way line of U.S. Highway 190, a distance of 143.00 feet to a 5/8-inch iron rod with aluminum cap stamped "LCI" set for the south corner of the herein described tract, being on the east line of the called 12.87 acre tract;

THENCE North 20 degrees 16 minutes 45 seconds East, along the east line of the called 12.87 acre tract, a distance of 157.05 feet to the **POINT OF BEGINNING** and containing 0.0216 acres or 940 square feet of land. (Bearings are referenced to the Texas Coordinate System, Central Zone, North American Datum of 1983 and referenced to the National Geodetic Survey Monument TXBU BURNET CORS ARP PID DG5763).

Total Acreage
Part 1=128.48
Part 2= 0.6490
Part 3=0.0216
Total=129.1506

Landtech Consultants, Inc.

Scott M. Fertak
Reg. Prof. Land Surveyor No. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

Dwg. No. 1431-D-2575
Job No. 0720306

190990

Deed without Warranty

Date: September 20, 2005

Grantor: City of Copperas Cove, a municipal corporation

Grantor's Mailing Address:

City of Copperas Cove
507 So. Main St.
Copperas Cove, Texas 76522
Coryell County

Grantee: Copperas Cove Economic Development Corporation, a Texas corporation

Grantee's Mailing Address:

Copperas Cove Economic Development Corporation
210 So. First St.
Copperas Cove, Texas 76522
Coryell County

Consideration:

TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

All that certain land in Coryell County, Texas consisting of three (3) tracts. Tract One (1) containing 12.87 acres and more fully described by metes and bounds in Exhibit "A"; Tract Two (2) containing 13.97 acres and more fully described by metes and bounds in Exhibit "B"; Tract Three (3) containing 87.21 acres and more fully described by metes and bounds in Exhibit "C", for a total of 114.05 acres.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in section 5.023 of the Texas Property Code (or its successor) are excluded.

This conveyance is intended to include any property interests obtained by after-acquired title.

Affected Property Owners: Copperas Cove Economic Development Corporation, it's successors, heirs, transferees and assigns.

Restrictions: When Tracts 1 & 2 of this property become contiguous to the City of Copperas Cove, Texas, Copperas Cove Economic Development Corporation it's heirs successors or assigns shall take the necessary steps to have the property annexed into City and will dedicate appropriate rights-of way and easements for the City's infrastructure as the property is platted and developed.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative, to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee, and the Affected Property Owners, who are affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of

Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the property.

When the context requires, singular nouns and pronouns include the plural.

City of Copperas Cove, a municipal corporation,

Bradi D. Diaz

~~Braid D~~. Diaz, Mayor
Bradi

Attest:

Pamela J. Russell

Pamela J. Russell, City Secretary

STATE OF TEXAS)

COUNTY OF CORYELL)

On this day, before me, the undersigned Notary Public, personally appeared Bradi D. Diaz, acting for the City of Copperas Cove, Texas in her capacity as Mayor of the City of Copperas Cove, Texas, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal on this 13th day of Jan., 2006.

Lisa Wilson

Notary Public, State of Texas
My commission expires: 9-29-09

LISA WILSON
Notary Public, State of Texas
My Commission Expires
September 29, 2009

FIELD NOTES for a tract of land in Coryell County, Texas part of the W. P. Hardeman Survey Abstract No. 454 and the land herein described being part of that called 165 acre tract described in a deed from Annie Fischgrabe and husband Charlie Fischgrabe to the United States of America and Its Assigns being of record in Volume 146, Page 410, deed records of Coryell County, Texas and being part of that called 116 acre tract of land described in a Judgement of Declaration of Taking No. 1 to the United States of America being of record in Volume 143, Page 571 deed records of Coryell County, Texas, and being part of that 127 acre tract of land described in a deed from Hans J. Leonhard and wife, Emma Leonhard to the United States of America and Its Assigns being of record in Volume 147, Page 220, Deed Records of Coryell County, Texas.

BEGINNING at a 5/8 inch iron rod with cap found in the south right-of-way of Old Copperas Cove Road (proposed) and the east right-of-way of US Hwy 190 (proposed), which bears S 36 deg 52 min 46 sec E., 1142.69 feet from a 3/8 inch iron rod found at the southeast corner of a called 92.780 acre tract of land described in a deed to the City of Copperas Cove, being of record in Volume 460, Page 742, Deed Records of Coryell County, Texas, for the most northerly northwest corner of this.

THENCE with the south right-of-way of Old Copperas Cove Road (proposed) S. 88 deg 33 min 04 sec E., 367.71 feet to a 3/8 iron rod with cap stamped "M&Assoc Killeen" set, for the northeast corner of this.

THENCE S. 20 deg 16 min 30 sec W., 441.18 feet to a 3/8 inch iron rod with cap stamped "M&Assoc Killeen" set and S 33 deg 49 min 02 sec W., 1081.76 acres to a 3/8 inch iron rod with cap stamped "M&Assoc Killeen" set, for the southeast corner of this.

THENCE N. 55 deg 17 min 58 sec W., 400.52 feet to a 3/8 inch iron rod with cap stamped "M&Assoc Killeen" set in a curve to the left in the east right-of way of US Hwy 190 (proposed) for the southwest corner of this.

THENCE with the east right-of-way of US Hwy 190 (proposed) and said curve to the left 62.06 (Long Chord bears N. 34 deg 15 min 21 sec E., 62.06 feet, having a radius of 3999.13 feet; right-of-way radius = 3999.72 feet) to a 5/8 inch iron rod with cap found for a corner of this.

THENCE continuing with the east right-of-way of US Hwy 190 (proposed) N. 33 deg 49 min 02 sec E., 966.04 feet (proposed right-of-way calls N. 33 deg 49 min 00 sec E., 966.00 feet) to a 5/8 inch iron rod with cap found N 20 deg 16 min 30 sec E., 208.06 feet (proposed right-of way calls N. 20 deg 14 min 20 sec E., 208.07 feet) to a 5/8 inch iron rod with cap found and N 58 deg 05 min 04 sec E, 84.76 feet (proposed right of way calls N. 58 deg 05 min 36 sec E., 84.74 feet) to the PLACE OF BEGINNING containing 12.87 acres of land.

The bearings for the above description are based on a portion of the west Right-of-way of US Hwy 190 (proposed).

STATE OF TEXAS

COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS, that I Gary W. Mitchell, Registered Professional Land Surveyor, do hereby certify that I did caused to be surveyed on the ground.

IN WITNESS THEREOF, my hand and seal this the 18th day of November, 2002, A. D.

Gary W. Mitchell
Registered Professional
Land Surveyor, No. 4982

STATE OF TEXAS REGISTERED GARY W. MITCHELL 4982 PROFESSIONAL LAND SURVEYOR

FIELD NOTES for a tract of land in Coryell County, Texas, part of the W. P. Hardeman Survey, Abstract No. 409 and the C. G. Bennett Survey Abstract No. 1680, and the land herein described being part of that called 127 acre tract of land described in a deed from Hans J. Leonhard and wife Emma Leonhard to the United States of America and its assigns, being of record in Volume 147, Page 270, Deed Records of Coryell County, Texas.

BEGINNING at a 5/8" iron rod with cap found in the north right-of-way of Old Copperas Cove Road (proposed) and in the east right-of-way of U. S. Highway 190 (proposed) which bears S. 45° 48' 54" W., 1044.47 feet from a 3/8" iron rod found at the southeast corner of a called 92.780 acre tract of land described in deed to the City of Copperas Cove, being of record in Volume 460, Page 742, Deed Records of Coryell County, Texas, for the most southerly southwest corner of this.

THENCE with the east right-of-way U. S. Highway 190 (proposed) N. 30° 44' 31" W., 60.39 feet (right-of-way calls N. 30° 41' 59" W., 60.53 feet) to a 5/8" iron rod with cap found, for a corner of this.

THENCE continuing with the east right-of-way U. S. Highway 190 (proposed) N. 20° 14' 08" E., 623.02 feet (right-of-way calls N. 20° 14' 20" E., 622.83 feet) to a 5/8" iron rod with cap found and N. 20° 14' 37" E., 392.33 feet (right-of-way calls N. 20° 14' 20" W., 392.52 feet) to a 5/8" iron rod with cap found at the beginning of a curve to the right, for a corner of this.

THENCE continuing with the east right-of-way U. S. Highway 190 (proposed) and with said curve to the right 550.80 feet (Long Chord bears N. 30° 09' 11" E., 550.42 feet, having a radius of 4240.17 feet, right-of-way radius=4240.18) to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" set, for the northwest corner of this.

THENCE S. 56° 07' 32" E., 411.85 feet to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" set, for the northeast corner of this.

THENCE S. 34° 29' 14" W., 386.00 feet to a 3/8" iron rod with cap stamped "M & Assoc., Killeen" set and S. 20° 14' 37" W., 1044.82 feet to a 3/8" iron rod with cap stamped "m & Assoc., Killeen" set in the north right-of-way of Old Copperas Cove Road (proposed), for the southeast corner of this

THENCE with the north right-of-way of Old Copperas Cove Road (proposed) N. 82° 27' 30" W., 361.84 feet to the Point of Beginning, containing 13.97 acres of land of which 1.10 acres of land being in a Texas Public Utility Company easement, being of record in Volume 106, Page 284, Deed Records of Coryell County, Texas, for a net acreage of 12.87 Acres.

The bearings for the above description are based on a portion of the west Right-of-Way of U. S. Highway 190 (proposed)

****

STATE OF TEXAS

COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS, that I, Gary W.. Mitchell, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land and to the best of my knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal this the 18th day of November 2002, A.D.

Gary W. Mitchell
Registered Professional
Land Surveyor, No. 4982

STATE OF TEXAS REGISTERED GARY W. MITCHELL 4982 PROFESSIONAL LAND SURVEYOR

EXHIBIT "B"

FIELD NOTES for a tract of land in Coryell County, Texas, part of the W.P. Hardeman Survey, Abstract No. 454, and the land herein described being part of a tract of land described in a Deed from Hans J. Leonhard and wife, Emma Leonhard to the United States of America and its assigns, being of record in Volume 147, Page 270, Deed Records of Coryell County, Texas, and being part of a tract of land described in a Deed from Annie Fischgrabe and husband Charlie Fischgrabe to the United States of America and its assigns, being of record in Volume 146, Page 410, Deed Records of Coryell County, Texas, and being part of a tract of land described in a Deed from Selma Leonhard to the Untied States of America and its assigns, being of record in Volume 146, Page 411, Deed Records of Coryell County, Texas.

BEGINNING at a 3/8-inch iron rod found in the West line of said United States of America tract, (Volume 146, Page 410), being the northeast corner of a called 376 acre tract described in a Deed to Curtis Manning and wife Joyce Manning, being of record in Volume 306, Page 361, Deed Records of Coryell County, Texas, and the southeast corner of Second Amended Thousand Oaks Addition II, an Addition to the City of Copperas Cove, Texas, being of record in Volume 6, Page 30, Plat Records of Coryell County.

THENCE, with the East line of said Second Amended Thousand Oaks Addition II, and with the West line of said United States of America tract, (Volume 146, Page 410), North 14° 48' 30" East, 1741.02 feet, (Deed calls North 19° 00' 00" East), to a 3/8-inch iron rod with cap stamped "M&ASSOC.,KILLEEN" set, being the northeast corner of said Second Amended Thousand Oaks Addition II, and the most easterly southeast corner of Thousand Oaks Addition I, an Addition to the City of Copperas Cove, Texas, being of record in Volume 4, Page 35, Plat Records of Coryell County, for a corner in the West line of this.

THENCE, with the East line of said Thousand Oaks Addition I, and theWest line of said United States of America tract, (Volume 146, Page 410), North 15° 19' 02" East, 300.14 feet to a flagged steel post found and North 15° 48' 36" East, 174.07 feet, (Deed calls North 19° 00' 00" East), to a 1-inch iron pipe found being the northeast corner of said Thousand Oaks Addition I, the southeast corner of Nauert Addition 8th Extension, an Addition to the City of Copperas Cove, Texas, being of record in Volume 4, Page 51, Plat Records of Coryell County, Texas, and the northwest corner of said United States of America tract, (Volume 146, Page 410), and the southwest corner of said United States of America tract, (Volume 147, Page 270), for a corner in the West line of this.

THENCE, with the East line of said Nauert Addition 8th Extension, and the West line of said United States of America tract, (Volume 147, Page 270), North 15° 58' 42" East, 698.52 feet to a 3/8-inch iron rod found in the East line of Nauert Addition 7th Extension, an Addition to the City of Copperas Cove, Texas, being of record in Volume 2, Page 34, Plat Records of Coryell County, Texas, being the southeast corner of a called 92.780-Acre tract of land described in a Deed to the City of Copperas Cove, Texas, being of record in Volume 460, Page 742, Deed Records of Coryell County, Texas.

THENCE, South 74° 02' 56" East, 1038.28 feet to a 3/8-inch iron rod found, being the southeast corner of said 92.780-Acre tract, for an ell corner of this.

THENCE, with the East line of said 92.780-Acre tract, North 33° 13' 10" East, 825.69 feet, (adjoiner calls North 33° 19' 38" East, 825.28 feet), to a 3/8-inch iron rod found at the beginning of a curve to the right, for a corner of this.

THENCE, continuing with the East line of said 92.780-Acre tract, and said curve to the right, 303.47 feet, (long chord bears North 37° 47' 25" East, 303.15 feet, having a radius of 1905.90 feet, adjoining arc calls 303.68 feet), to a 3/8-inch iron rod found, for a corner of this.

THENCE, continuing with the East line of said 92.780-Acre tract, North 42° 20' 34" East, 772.15 feet, (adjoiner calls North 42° 20' 15" East), to a 5/8-inch iron rod with cap found at the beginning of a curve to the left in the East line of Copperas Cove 190 Business and Industrial Park, Phase Two, being of record in Cabinet A, Slide 369, Plat Records of Coryell County, Texas, and in the West Right of Way of U.S. Highway 190, (proposed), for the most northerly corner of this.

THENCE, with the West Right of Way of U.S Highway 190, (proposed), and with said curve to the left, 1598.49 feet, (long chord bears South 29° 16' 17" West, 1591.88 feet, having a radius of 5069.65 feet, proposed arc being 1598.28 feet), to a 5/8-inch iron rod with cap found for a corner of this.

THENCE, continuing with the West Right of Way of US Highway 190, (proposed), South 20° 14' 03" West, 782.83 feet, (proposed Right of Way calls South 20° 14' 20" West, 782.99 feet), to a mag nail found at a cutback in said proposed Right of Way, for a corner of this.

THENCE, continuing with the West Right of Way of said proposed U S Highway 190, and with said cutback, South 57° 44' 38" West, 83.86 feet, (proposed Right of Way calls South 57° 44' 38" West, 83.76 feet), to a 5/8-inch iron rod with cap found, South 20° 31' 21" West, 107.08 [illegible]

THENCE, continuing with the proposed West Right of Way of U S Highway 190 and said curve to the right, 2102.32 feet, (long chord bears South 51° 15' 36" West, 2073.21 feet, having a radius of 3639.72 feet, arc calls 2102.14 feet), to a 5/8-inch iron rod found in the East line of said 376-Acre tract and the West line of said United States of America tract, (Volume 146, Page 410), for the southwest corner of this.

THENCE, with the East line of said 376-Acre tract, and the West line of said United States of America tract, (Volume 146, Page 410), North 17° 33' 57" East, 602.49 feet, (Deed calls North 19° 00' 00" East), to the PLACE OF BEGINNING, CONTAINING 87.21-Acres of land, of which 3.64-Acres are in a Texas Public Utilities Easement being of record in Volume 106, Page 284, Deed Records of Coryell County, Texas, for a Net Acreage of 83.57-Acres.

The bearings for the above described tract of land are based upon a portion of the West Right-of-Way of proposed U.S. Highway 190 By-Pass.

****

STATE OF TEXAS
COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS, that I, Gary W. Mitchell, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the above described tract of land.

IN WITNESS THEREOF, my hand and seal this the 18th day of November, 2002, A. D.

Gary W. Mitchell
Registered Professional
Land Surveyor, No. 4982

STATE OF TEXAS REGISTERED GARY W. MITCHELL 4982 PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS
COUNTY OF CORYELL

I, Barbara Simpson, County Clerk in and for Coryell County, Texas do hereby certify that this instrument was filed for record in the volume and page of the Coryell County Public Records and at the time and date as stamped hereon by me.

BARBARA SIMPSON, CLERK
CORYELL COUNTY, TEXAS

Barbara Simpson

Filed For Record
AT 9:45 O'CLOCK A M

JAN 19 2006

Barbara Simpson
County Clerk, Coryell Co., Texas

190990

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-8

Contact – Imelda Rodriguez, Director of Financial Services, 547-4221
irodriguez@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on an ordinance amending the City of Copperas Cove's Code of Ordinances, Chapter 2, Article V, Section 2-124(a).**

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1. BACKGROUND/HISTORY

The Financial Procedures and Fiscal Policy was updated in February 2010, resulting from an inquiry by the City Council and follow –up with City staff and the City's Financial Advisors. The recommendation by City staff was to exclude all capital outlay expenditures and debt service payments from the ideal fund balance calculation since the payments are not considered an operating cost. City Council approved the recommendation on February 2, 2010.

2. FINDINGS/CURRENT ACTIVITY

In the process of updating the Proposed Budget and Plan of Municipal Services document, City staff discovered that the Financial Procedures and Fiscal Policy "track changes" version inadvertently omitted adding the intended language to the General Fund, Utility Funds, and other funds, thus was not updated to the full extent that the recommendation was presented to City Council. The revised "track changes" version of section 2-124(a) of the policy is attached for consideration.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council approve Ordinance No. 2010-42, amending the City of Copperas Cove's Code of Ordinances, Chapter 2, Article V, Section 2-124(a).

ORDINANCE NO. 2010-42

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE V, FINANCIAL PROCEDURES AND FISCAL POLICY, DIVISION 3, FUND BALANCES AND OPERATING PROCEDURES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove's Finance Department staff, City Attorney, and City staff have studied and reviewed the current Financial Procedures and Fiscal Policy Ordinance; and

WHEREAS, The City of Copperas Cove's Finance Department staff, City Attorney, and City staff have proposed amendments to Chapter 2, Administration, Article V, Financial Procedures and Fiscal Policy, Division 3, Fund Balances and Operating Procedures Ordinance.

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

SECTION 1.

That the City of Copperas Cove's Code of Ordinances, Chapter 2, Administration, Article V, Financial Procedures and Fiscal Policy, Division 3, Fund Balances and Operating Procedures is hereby amended, and "Exhibit A" attached hereto is made a part of this ordinance and for all purposes reflects the changes to Chapter 2, Administration, Article V, Financial Procedures and Fiscal Policy, Division 3, Fund Balances and Operating Procedures, whether amended, added or deleted from the Code of Ordinances, is hereby adopted and incorporated herein as if fully set out.

SECTION 2.

That any ordinances or resolutions or part of ordinances or resolutions in conflict with the provisions of this Financial Procedures and Fiscal Policy Ordinance are hereby repealed to the extent of such conflict.

SECTION 3.

That should any section, clause, or provision of the Financial Procedures and Fiscal Policy 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 these amendments shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 7th day of September 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

DIVISION 3. - FUND BALANCES AND OPERATING PROCEDURES*

Editor's note—

Nonamendatory Ord. No. 1996-39, §§ 1—6, adopted Sept. 3, 1996 has been included herein as Div. 3, to Art. V, §§ 2-121—2-126, at the discretion of the editor.

Sec. 2-121. - Title.
Sec. 2-122. - Definitions.
Sec. 2-123. - Maintenance of adequate reserves in order to provide several important benefits to the city.
Sec. 2-124. - Fiscal policy for maintaining adequate levels of reserves in the city's general fund, utility funds, and other funds per designation by city council.
Sec. 2-125. - Obtaining the maximum reserves balances as established in section 2-124.
Sec. 2-126. - No operating deficits.
Secs. 2-127—2-130. - Reserved.

Sec. 2-121. - Title.

That this article shall be known as the Fund Balance Policy and Operating Reserves Fiscal Policy of the City of Copperas Cove, Texas, and its staff and employees according to the terms thereof and as the stated policy of the city, shall adhere to such a policy.

(Ord. No. 1996-39, § 1, 9-3-96; Ord. No. 2008-45, § 1(Exh. A), 11-3-08)

Sec. 2-122. - Definitions.

For the purposes of this division, the following terms, phrases, words and their deviations shall have the meaning given herein. When not inconsistent with the context, words so used in the present tense include the future. Words in the masculine gender include the feminine. Words in the plural number include the singular, and words in the singular include the plural.

(a)

Designated unreserved fund balance. Net financial resources of a governmental fund that are spendable or available for appropriation, but which have been earmarked by the chief executive officer or the legislative body for some specific purpose.

(b)

Fund. A separate fiscal and accounting entity used by governments to segregate resources related to specific activities.

(c)

Fund balance. The difference between fund assets and fund liabilities in a governmental or trust fund.

(d)

Fund type. One of seven (7) categories into which all individual funds must be classified.

(e)

Liquidity. The ability to meet demands for payment on a timely basis.

(f)

Reserved fund balance. For governmental funds and expendable trust funds, the portion of fund balance that is not available for appropriation because it is either legally restricted (e.g., encumbrances) or not spendable (e.g., long-term receivables). For nonexpendable and pension trust funds, the portion of fund balance that is legally restricted.

(g)

Reserved retained earnings. Generally, a portion of retained earnings reflecting the excess of restricted assets over related liabilities.

(h)

Retained earnings. Net income and losses of all prior periods adjusted for transfers and amounts of depreciation charged to contributed capital.

(i)

Unreserved fund balance. In a governmental or expendable trust fund, the balance of net financial resources that are spendable or available for appropriation. In a nonexpendable or pension trust fund, the portion of fund balance that is not legally restricted.

(Ord. No. 1996-39, § 2, 9-3-96; Ord. No. 2008-45, § 1(Exh. A), 11-3-08)

Sec. 2-123. - Maintenance of adequate reserves in order to provide several important benefits to the city.

[The purposes of the fund balance policy and operating reserves fiscal policy shall include:]

(1)

Providing a measure of stability during economic cycles. Adequate reserves to help protect the city against significant tax increases or dramatic budget cuts during periods of low economic activity.

(2)

Interest income from the investment of the cash reserves to provide a significant source of revenue.

(3)

Adequate reserves to provide the foundation for a strong credit rating reducing the cost of long-term borrowing.

(Ord. No. 1996-39, § 3, 9-3-96; Ord. No. 2008-45, § 1(Exh. A), 11-3-08)

Sec. 2-124. - Fiscal policy for maintaining adequate levels of reserves in the city's general fund, utility funds, and other funds per designation by city council.

(a)

The general fund unencumbered fund balance should be at least twenty-five (25) percent of the general fund annual budget expenditures excluding capital lease payments and those expenditures planned for capital outlay purchases. This percentage is equivalent to three (3) months operating expenditures.

(b)

The utility funds and other funds per city council designation should maintain an unencumbered fund balance (working capital) reserve of at least twenty-five (25) percent of the total annual budget expenditures excluding debt service payments, capital lease payments and those expenditures planned for capital outlay purchases or the equivalent of three (3) months' operating expenditures.

(Ord. No. 1996-39, § 4, 9-3-96; Ord. No. 2008-45, § 1(Exh. A), 11-3-08; Ord. No. 2009-26, § 1(Exh. A), 9-15-09; Ord. No. 2010-08, § 1(Exh. A), 2-2-10)

Sec. 2-125. - Obtaining the maximum reserves balances as established in section 2-124.

(a)

The City of Copperas Cove shall designate the unencumbered fund balances in the following percentages per the stated funds until the maximum balances, as defined in section 2-124 have been obtained:

(1)

General Fund—No less than fifty (50) percent annually.

(2)

Utility Funds—No less than forty (40) percent annually.

(3)

Other Funds—No less than twenty (20) percent annually.

(b)

Upon obtaining the section 2-124 fund balances, this section will not apply.

(Ord. No. 1996-39, § 5, 9-3-96; Ord. No. 2008-45, § 1(Exh. A), 11-3-08)

Sec. 2-126. - No operating deficits.

Current expenditures will be paid with current revenues. Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or nonrecurring expenditures, except when balances can be reduced because their levels exceed guideline minimums.

(Ord. No. 1996-39, § 6, 9-3-96; Ord. No. 2008-45, § 1(Exh. A), 11-3-08)

Secs. 2-127—2-130. - Reserved.

City of Copperas Cove
City Council Agenda Item Report
September 7, 2010

Agenda Item No. I-9

Contact – Imelda Rodriguez, Director of Financial Services, 547-4221
irodriguez@ci.copperas-cove.tx.us

SUBJECT: **Consideration and action on an ordinance approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2010-11.**

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1. BACKGROUND/HISTORY

The City Council received the proposed budget on July 20, 2010 at a City Council Workshop. As required by City Charter and state law, a public hearing on the City Manager's Proposed Budget was held on August 5, 2010. In addition, budget workshops were held to discuss the Proposed Budget. On August 31, 2010, the City Council held a public hearing on Changes to the City Manager's Proposed Budget.

2. FINDINGS/CURRENT ACTIVITY

All changes requested by the City Council and presented to the Council on August 31, 2010, have been inserted into the City Manager's Proposed Budget. The City Charter requires that the annual budget be adopted by the City Council no later than the thirtieth day (30th) of September.

3. FINANCIAL IMPACT

See attached.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council take action on Ordinance No. 2010-41, approving and adopting a budget for operating the municipal government of the City of Copperas Cove for fiscal year 2010-11.

ORDINANCE NO. 2010-41

AN ORDINANCE APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2010 AND ENDING ON SEPTEMBER 30, 2011; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, A budget for operating the municipal government of City of Copperas Cove for the fiscal year October 1, 2010, to September 30, 2011, has been prepared by Andrea M. Gardner, City Manager, as Budget Officer for the City of Copperas Cove, Texas; and

WHEREAS, Said budget has been submitted to the City Council by the City Manager along with her budget message, in accordance with the City Charter and state law; and

WHEREAS, Public notice of a public hearing upon this budget has been duly and legally made as required by City Charter and state law; and

WHEREAS, Said public hearing on the Proposed Budget has been held as required by City Charter and state law; and

WHEREAS, The City Manager's Proposed Budget has been amended in accordance with the City Charter; and

WHEREAS, A public hearing has been had upon said amendments to the Proposed Budget and, after full and final consideration of proposed expenditures, revenues, financial condition, and comparative expenditures as presented, it is the consensus of opinion that the budget as considered and amended at said hearings should be approved and adopted.

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

SECTION 1.

That the City Council of the City of Copperas Cove ratifies, approves and adopts the budget as finally considered for the fiscal year of October 1, 2010, to September 30, 2011, a copy of which shall be filed with the office of the City Secretary and with the Coryell County Clerk, Bell County Clerk and Lampasas County Clerk and which is incorporated herein for all intents and purposes.

SECTION 2.

That the appropriations for the 2010-2011 fiscal year for the different administrative units and purposes of the City of Copperas Cove, Texas be fixed and determined for said fiscal year in accordance with the expenditures shown in said budget, and that the distribution and division of said appropriations be made in accordance with said budget including such amounts shown for providing for sinking funds for payment of the principal and interest and the retirement of the bonded debt of the City of Copperas Cove.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

PASSED, APPROVED AND ADOPTED this 7th day of September 2010, at a Regular City Council Meeting 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

CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2010-11 PROPOSED BUDGET
GENERAL FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:						
Unreserved, Undesignated	$ 3,259,675	$ 3,292,395	$ 4,037,422	$ 3,725,957	$ 2,911,151	$ 3,725,957
Prior Yr Enc Voided in Current Yr	125	-	-	-		-
Prior Period Adjustment	76,952	-	(126,249)	-		-
Unreserved, Designated	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
TOTAL BEGINNING FUND BALANCE	$ 4,336,752	$ 4,292,395	$ 4,911,173	$ 4,725,957	$ 3,911,151	$ 4,725,957
REVENUES:						
Taxes	$ 10,689,885	$ 10,879,365	$ 10,759,859	$ 10,880,942	$ -	$ 10,880,942
Permits & Licenses	171,361	180,870	221,980	227,680		227,680
Charges for Services	887,869	898,510	867,328	878,635		878,635
Fines	868,420	919,398	880,104	892,984		892,984
Administrative Reimbursements	1,250,500	1,250,500	1,250,500	1,250,500		1,250,500
Miscellaneous Revenue	411,361	367,882	307,222	328,990		328,990
TOTAL REVENUES	$ 14,279,395	$ 14,496,525	$ 14,286,993	$ 14,459,731	$ -	$ 14,459,731
TOTAL FUNDS AVAILABLE	$ 18,616,147	$ 18,788,920	$ 19,198,166	$ 19,185,688	$ 3,911,151	$ 19,185,688
EXPENDITURES:						
City Council (21)	$ 24,177	$ 41,399	$ 41,158	$ 47,453	$ 467	$ 47,920
City Manager (22)	256,939	288,542	278,360	258,924	967	259,891
City Secretary (23)	165,440	173,712	178,404	166,352	467	166,819
City Attorney (24)	218,056	92,922	91,929	83,256		83,256
Finance (31)	621,029	715,340	698,898	785,049		785,049
Human Resources (34)	236,631	311,666	309,699	273,168	1,100	274,268
Public Affairs Office (4250)	108,657	113,942	104,861	-		-
Information Systems (35)	238,778	247,899	221,154	275,296	300	275,596
Municipal Court (41)	320,035	442,634	434,656	424,738		424,738
Police (42)	4,197,936	4,807,019	4,722,354	5,001,204		5,001,204
Animal Control (43)	205,542	234,331	226,791	246,506	566	247,072
Fire/EMS (44)	3,103,956	3,302,101	3,125,000	3,324,268	23,300	3,347,568
Emergency Management (4420)	3,526	7,359	4,692	5,548		5,548
Engineering (51)	147,911	191,554	152,929	149,043		149,043
Streets (53)	682,797	767,337	654,846	591,179	-	591,179
Fleet Services (55)	245,785	255,003	253,669	241,369		241,369
Facility Maintenance (57)	101,294	105,730	102,273	68,956		68,956
Planning (61)	164,239	102,717	102,651	91,156	300	91,456
Building Development (52)	237,846	244,748	223,725	232,848	6,560	239,408
Code & Health (72)	186,836	218,150	193,079	227,146		227,146
Parks and Recreation (54)	984,070	1,077,549	988,166	1,094,698		1,094,698
Library (71)	478,059	557,032	483,273	537,318	4,600	541,918
Non-Departmental (75)	546,426	673,961	632,958	741,555		741,555
TOTAL OPERATING EXPENDITURES	$ 13,475,969	$ 14,972,647	$ 14,225,525	$ 14,867,030	$ 38,627	$ 14,905,657
OTHER EXPENDITURES:						
Capital Outlay	$ 102,756	$ 27,200	$ 82,711	$ 41,330	$ 129,364	$ 170,694
Capital Lease Payments	-	-	140,573	58,517	-	58,517
Capital Improvement Projects	-	114,050	-	264,050	-	264,050
Transfers Out	-	-	23,400	43,610	-	43,610
TOTAL OTHER EXPENDITURES	$ 102,756	$ 141,250	$ 246,684	$ 407,507	$ 129,364	$ 536,871
TOTAL EXPENDITURES	$ 13,578,725	$ 15,113,897	$ 14,472,209	$ 15,274,537	$ 167,991	$ 15,442,528
ENDING FUND BALANCE:						
Unreserved, Undesignated	$ 4,037,422	$ 2,675,023	$ 3,725,957	$ 2,911,151	$ 2,743,160	$ 2,743,160
Unreserved, Designated	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
TOTAL ENDING FUND BALANCE	$ 5,037,422	$ 3,675,023	$ 4,725,957	$ 3,911,151	$ 3,743,160	$ 3,743,160
IDEAL FUND BALANCE	$ 3,368,992	$ 3,743,162	$ 3,556,381	$ 3,716,758	$ 3,726,414	$ 3,726,414
OVER (UNDER) IDEAL FUND BALANCE	$ 1,668,430	$ (68,139)	$ 1,169,576	$ 194,393	$ 16,746	$ 16,746

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
WATER & SEWER FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:						
Unreserved, Undesignated	$ 1,730,313	$ 1,765,613	$ 2,070,778	$ 2,218,541	$ 1,253,366	$ 2,218,541
Prior Yr Enc Voided in Current Yr	-	-	-	-		-
Prior Period Adjustment	81,721	-	18,378	-	-	-
TOTAL BEGINNING FUND BALANCE	$ 1,812,034	$ 1,765,613	$ 2,089,156	$ 2,218,541	$ 1,253,366	$ 2,218,541
Water Revenue	$ 4,943,385	$ 4,981,455	$ 4,879,000	$ 4,950,000	$ -	$ 4,950,000
Sewer Revenue	3,473,199	3,737,155	3,700,000	3,700,000		3,700,000
Senior Citizen Discount	(146,977)	(142,000)	(140,000)	(142,000)		(142,000)
Water Tap Fees	44,582	35,000	77,000	70,000		70,000
Sewer Tap Fees	14,170	11,500	20,000	20,000		20,000
Connect Fee	56,275	53,000	60,000	58,000		58,000
Meter Box Reset Fee	-	300	150	150		150
Composting Sales Revenue	15,908	15,000	15,000	15,500		15,500
Subtotal	$ 8,400,541	$ 8,691,410	$ 8,611,150	$ 8,671,650	$ -	$ 8,671,650
Admin Reimb-Drainage	$ 20,000	$ 20,000	$ 20,000	$ 20,000	$ -	$ 20,000
Transfer from Bond Funds	-	300,000	300,000			-
Interest Revenue	23,982	25,000	5,700	6,000		6,000
Late Charge For Billing	246,722	260,000	278,000	278,000		278,000
Miscellaneous Revenues	63,386	54,890	49,950	49,900		49,900
Insurance Proceeds	3,400	-	-	-		-
Riser Forfeiture Revenue	1,960	2,000	730	1,000		1,000
Auction Proceeds	11,338	1,000	500	5,000		5,000
Subtotal	$ 370,787	$ 662,890	$ 654,880	$ 359,900	$ -	$ 359,900
TOTAL REVENUE	$ 8,771,329	$ 9,354,300	$ 9,266,030	$ 9,031,550	$ -	$ 9,031,550
TOTAL FUNDS AVAILABLE	$ 10,583,363	$ 11,119,913	$ 11,355,186	$ 11,250,091	$ 1,253,366	$ 11,250,091
OPERATING EXPENSES:						
Public Works (80)	$ 166,941	$ 175,779	$ 175,348	$ 325,206	$ -	$ 325,206
Utility Administration (81)	564,328	600,323	585,035	638,276	-	638,276
Water Distribution (82)	1,254,997	1,340,190	1,279,325	1,394,988	-	1,394,988
Sewer Collection (83)	469,055	505,124	455,689	527,996	-	527,996
Wastewater Treatment (84)	1,217,791	1,389,991	1,075,745	1,145,143	-	1,145,143
Composting (84-01)	166,517	186,215	180,164	198,768	-	198,768
Non-Departmental (85)	3,132,991	2,911,429	2,899,086	2,968,565		2,968,565
TOTAL OPERATING EXPENSES	$ 6,972,619	$ 7,109,051	$ 6,650,392	$ 7,198,942	$ -	$ 7,198,942
OTHER EXPENSES:						
Capital Outlay	$ -	$ 31,835	$ 37,586	$ -	$ -	$ -
Capital Lease Payments	-	-	55,319	45,688	-	45,688
Principal & Int Debt Pymts	1,539,967	2,797,847	2,367,848	3,133,259	-	3,133,259
Principal & Int Pymts in Bond Funds	-	(430,000)	-	(431,164)	-	(431,164)
Transfer to Bond Funds	-	25,500	25,500	50,000	-	50,000
TOTAL OTHER EXPENSES	$ 1,539,967	$ 2,425,182	$ 2,486,253	$ 2,797,783	$ -	$ 2,797,783
TOTAL EXPENSES	$ 8,512,585	$ 9,534,233	$ 9,136,645	$ 9,996,725	$ -	$ 9,996,725
ENDING FUND BALANCE:						
Unreserved, Undesignated	$ 2,070,778	$ 1,585,680	$ 2,218,541	$ 1,253,366	$ 1,253,366	$ 1,253,366
TOTAL ENDING FUND BALANCE	$ 2,070,778	$ 1,585,680	$ 2,218,541	$ 1,253,366	$ 1,253,366	$ 1,253,366
IDEAL FUND BALANCE	$ 1,743,155	$ 1,777,263	$ 1,662,598	$ 1,799,736	$ 1,799,736	$ 1,799,736
OVER (UNDER) IDEAL FUND BALANCE	$ 327,623	$ (191,583)	$ 555,943	$ (546,370)	$ (546,370)	$ (546,370)

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
SOLID WASTE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:						
Unreserved, Undesignated	$ 837,422	$ 810,320	$ 885,861	$ 806,954	$ 730,576	$ 806,954
Prior Yr Enc Voided in Current Yr	4,338	-		-		
Prior Period Adjustment	(150,911)	-	(164,472)	-		
TOTAL BEGINNING FUND BALANCE	$ 690,849	$ 810,320	$ 721,389	$ 806,954	$ 730,576	$ 806,954
REVENUES:						
Refuse Collection Fees	$ 2,388,086	$ 2,504,264	$ 2,516,000	$ 2,522,300	$ -	$ 2,522,300
Senior Discount	(39,103)	(37,900)	(37,900)	(41,500)		(41,500)
Sanitary Landfill Fees	328,533	350,000	335,000	345,000		345,000
Recycling Proceeds	25,383	30,000	25,000	33,000		33,000
Sale of Kraft Bags	8,711	9,000	9,000	9,600		9,600
Sale of Scrap Metal	7,728	12,000	12,418	14,000		14,000
Container Reload-On Site	8,906	8,500	10,000	9,500		9,500
Return Service/Overload Container	346	500	1,330	1,500		1,500
Auto-Lid Locks	849	900	866	850		850
Rear Load Dumpster Rental	4,174	2,700	2,100	2,000		2,000
Roll-Off Rental Income	45,305	30,000	18,000	27,500		27,500
Bulky/White Goods Collection	47,401	31,000	4,500	10,000		10,000
Container Removal from Curb	-	7,500	7,500	6,500		6,500
Miscellaneous Solid Waste Fees	-	1,500	1,500	-		-
Subtotal	$ 2,826,319	$ 2,949,964	$ 2,905,314	$ 2,940,250	$ -	$ 2,940,250
Transfer from 1999 CO SW	$ -	$ -	$ -	$ -		$ -
Interest Revenue	6,484	7,200	1,652	1,700		1,700
Late Charge For Billing	123,278	118,000	131,000	125,000		125,000
Auction Proceeds	-	-	7,500	5,000		5,000
Miscellaneous Revenues	5,084	3,000	1,105	1,500		1,500
Subtotal	$ 134,846	$ 128,200	$ 141,257	$ 133,200	$ -	$ 133,200
TOTAL REVENUES	$ 2,961,165	$ 3,078,164	$ 3,046,571	$ 3,073,450	$ -	$ 3,073,450
TOTAL FUNDS AVAILABLE	$ 3,652,014	$ 3,888,484	$ 3,767,960	$ 3,880,404	$ 730,576	$ 3,880,404
OPERATING EXPENSES:						
Solid Waste Operations (90)	$ 223,889	$ 234,550	$ 228,450	$ 247,558	$ 4,500	$ 252,058
Solid Waste Collection - Residential (91-01)	342,505	355,825	242,261	308,360	-	308,360
Solid Waste Collection - Recycling (91-02)	133,217	155,827	120,741	134,985	-	134,985
Solid Waste Collection - Brush (91-03)	133,460	159,039	122,537	147,293	-	147,293
Solid Waste Collection - Commercial (91-04)	369,909	378,271	183,635	241,719	-	241,719
Solid Waste Collection - KCCB (91-05)	17,090	26,639	25,109	26,239	-	26,239
Solid Waste Disposal (92)	1,019,240	1,178,561	1,156,258	1,238,017	-	1,238,017
Non-Departmental (95)	508,640	508,744	500,565	507,354		507,354
TOTAL OPERATING EXPENSES	$ 2,747,950	$ 2,997,456	$ 2,579,556	$ 2,851,525	$ 4,500	$ 2,856,025
OTHER EXPENSES:						
Capital Lease Payments	$ -	$ -	$ 267,228	$ 159,133	$ -	$ 159,133
Principal & Int Debt Pymts	18,202	114,222	114,222	139,170	-	139,170
TOTAL OTHER EXPENSES	$ 18,202	$ 114,222	$ 381,450	$ 298,303	$ -	$ 298,303
TOTAL EXPENSES	$ 2,766,152	$ 3,111,678	$ 2,961,006	$ 3,149,828	$ 4,500	$ 3,154,328
ENDING FUND BALANCE:						
Unreserved, Undesignated	$ 885,861	$ 776,806	$ 806,954	$ 730,576	$ 726,076	$ 726,076
TOTAL ENDING FUND BALANCE	$ 885,861	$ 776,806	$ 806,954	$ 730,576	$ 726,076	$ 726,076
IDEAL FUND BALANCE	$ 686,988	$ 749,364	$ 644,889	$ 712,881	$ 714,006	$ 714,006
OVER (UNDER) IDEAL FUND BALANCE	$ 198,874	$ 27,442	$ 162,065	$ 17,695	$ 12,070	$ 12,070

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
RECREATION ACTIVITIES FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:							
	Unreserved, Undesignated	$ 97,951	$ 96,513	$ 105,104	$ 44,822	$ (8,180)	$ 44,822
	Prior Yr Enc Voided in Current Yr	24,720	-	-	-		-
	Prior Period Adjustment	(891)	-	-	-		-
TOTAL BEGINNING FUND BALANCE		$ 121,780	$ 96,513	$ 105,104	$ 44,822	$ (8,180)	$ 44,822
Revenues							
04-340-1002	Football Revenue	$ 24,240	$ 25,500	$ 25,500	$ 25,500		$ 25,500
04-340-1004	Basketball Fees	16,546	17,150	17,395	17,850	2,500	20,350
04-340-1005	Volleyball Entry Fees	-	-	-	-	4,480	4,480
04-340-1006	Baseball/Softball Fees-Youth	41,352	42,130	46,135	45,375		45,375
04-340-1007	Adult Softball Fees	7,908	8,800	4,500	4,500	4,250	8,750
04-340-1008	Soccer Fees	31,941	33,005	38,360	38,500	4,000	42,500
04-340-1012	Special Events Revenue	1,080	1,200	1,210	1,125		1,125
04-340-1015	Concession Sales	14,439	12,500	13,500	14,200		14,200
04-340-1016	Flag Football Fees	9,114	16,550	16,450	15,750	1,500	17,250
04-340-1020	Summer Camp Registration	32,263	44,100	39,000	39,060		39,060
04-340-1030	Recreation Classes Revenue	3,758	4,150	3,800	3,850		3,850
04-340-1040	Start Smart Revenue	940	1,225	560	700		700
04-340-1060	Cheerleader Revenue	2,913	3,300	3,025	3,025		3,025
04-340-1400	Swimming Lessons	20,002	18,200	18,200	18,375	2,500	20,875
04-370-6001	Interest Revenue	949	1,000	200	225		225
04-390-6005	Miscellaneous Revenue	206	500	400	7,234		7,234
TOTAL REVENUES		$ 207,650	$ 229,310	$ 228,235	$ 235,269	$ 19,230	$ 254,499
TOTAL FUNDS AVAILABLE		$ 329,430	$ 325,823	$ 333,339	$ 280,091	$ 19,230	$ 299,321
Expenditures							
04-4310-5400-1XXX	Personnel Services	$ 71,576	$ 86,567	$ 86,567	$ 98,022		$ 98,022
04-4310-5400-2000	Supplies	3,899	-		-		-
04-4310-5400-2001	Football Program Costs	22,900	24,890	24,740	24,790		24,790
04-4310-5400-2002	Special Events Expense	2,999	2,550	2,225	2,750		2,750
04-4310-5400-2004	Basketball Program Costs	16,618	15,106	14,704	16,230		16,230
04-4310-5400-2005	Aquatics Costs	6,075	5,395	4,500	5,395		5,395
04-4310-5400-2007	Baseball Program Costs	36,783	39,725	39,920	40,000		40,000
04-4310-5400-2008	Adult Softball	1,895	3,985	2,400	3,830		3,830
04-4310-5400-2009	Soccer Program Costs	25,134	29,485	30,200	29,475		29,475
04-4310-5400-2010	Day Camp	9,329	16,250	13,250	16,250		16,250
04-4310-5400-2013	Volleyball Expense	-	-	-	-	4,050	4,050
04-4310-5400-2015	Recreation Classes Costs	608	3,290	1,790	3,360		3,360
04-4310-5400-2017	Flag Football Expenses	2,600	11,599	11,000	12,089		12,089
04-4310-5400-2018	Youth Softball	166	-	-	-		-
04-4310-5400-2019	Cheerleader Expense	2,173	2,280	2,500	2,280		2,280
04-4310-5400-2030	Office Supplies	-	500	500	500		500
04-4310-5400-2035	Cleaning Supplies	-	2,111	1,000	2,150		2,150
04-4310-5400-2040	Printing Costs	-	-	-	2,500		2,500
04-4310-5400-2065	Field/Shop Supplies	-	500	500	500		500
04-4310-5400-2100	Computer Supplies	677	93	90	100		100
04-4310-5400-2200	Postage	-	645	300	645		645
04-4310-5400-2600	Chemicals	-	500	500	500		500
04-4310-5400-4200	Repairs & Maint. - Building	-	-	109	-		-
04-4310-5400-4400	Repairs & Maint. - Equipment	-	480	-	480		480
04-4310-5400-4600	Repairs & Maint. - Software	-	7,000	1,500	1,500		1,500
04-4310-5400-6012	Consulting Fees	5,139	38,000	35,000	8,000		8,000
04-4310-5400-6100	Advertising	1,588	2,050	1,500	2,050		2,050
04-4310-5400-6200	Communication	775	922	922	1,272		1,272
04-4310-5400-6400	Dues & Subscriptions	383	300	200	300		300
04-4310-5400-6600	Professional Development	912	2,703	2,000	2,703		2,703
04-4310-5400-6650	Coaches Certification Expense	-	-	-	-	7,000	7,000
04-4310-5400-6700	Uniforms	-	400	400	400		400
04-4310-5400-7200	CCISD Admin Reimbursement	-	200	200	200		200
04-4310-5400-7300	Cost of Goods-Food & Bev	12,097	10,000	10,000	10,000		10,000
Subtotal		$ 224,326	$ 307,526	$ 288,517	$ 288,271	$ 11,050	$ 299,321
TOTAL EXPENDITURES		$ 224,326	$ 307,526	$ 288,517	$ 288,271	$ 11,050	$ 299,321
ENDING FUND BALANCE		$ 105,104	$ 18,297	$ 44,822	$ (8,180)	$ 8,180	$ (0)

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

FULL-TIME EQUIVALENT (FTE) PERSONNEL SCHEDULE :

Position Title	Number of Positions FY 2007-08	FY 2008-09	FY 2009-10	FY 2010-11
Recreation Specialist/Admin. Asst.	0	0	0	1
Recreation Specialist	1	1	1	0
Recreation Coordinator	1	1	1	1
Total	**2**	**2**	**2**	**2**

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
DRAINAGE UTILITY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:							
	Unreserved, Undesignated	$ 126,827	$ 328,441	$ 599,158	$ 467,888	$ 581,102	$ 467,888
	Prior Yr Enc Voided in Current Yr	139,500	-	-	-		-
	Prior Period Adjustment	(10,818)	-	-	-		-
TOTAL BEGINNING FUND BALANCE		$ 255,509	$ 328,441	$ 599,158	$ 467,888	$ 581,102	$ 467,888
REVENUES							
05-340-1020	Drainage Utility Fee	$ 855,322	$ 868,000	$ 868,000	$ 870,000	$ -	$ 870,000
Subtotal		$ 855,322	$ 868,000	$ 868,000	$ 870,000	$ -	$ 870,000
Other Revenue							
05-390-6005	Miscellaneous Revenues	$ 436	$ -	$ -	$ -	$ -	$ -
05-370-6001	Interest Revenue	7,007	7,600	1,450	1,600		1,600
05-392-1001	Auction Proceeds	-	200	-	-		-
Subtotal		$ 7,443	$ 7,800	$ 1,450	$ 1,600	$ -	$ 1,600
TOTAL REVENUES		$ 862,765	$ 875,800	$ 869,450	$ 871,600	$ -	$ 871,600
TOTAL FUNDS AVAILABLE		$ 1,118,274	$ 1,204,241	$ 1,468,608	$ 1,339,488	$ 581,102	$ 1,339,488
OPERATING EXPENDITURES							
	Drainage	$ 97,194	$ 376,711	$ 352,345	$ 318,938	$ -	$ 318,938
	Non-Departmental	119,027	109,778	109,128	103,140		103,140
TOTAL OPERATING EXPENDITURES		$ 216,219	$ 486,489	$ 461,473	$ 422,078	$ -	$ 422,078
OTHER EXPENDITURES							
	Capital Improvement Projects	$ -	$ 291,600	$ 199,177	$ -	$ 150,000	$ 150,000
	Capital Outlay	-	9,000	9,000	-	20,949	20,949
	Capital Lease Payments	-	-	17,895	1,492	-	1,492
	Principal & Int Debt Pymts	302,897	313,175	313,175	334,816		334,816
TOTAL OTHER EXPENDITURES		$ 302,897	$ 613,775	$ 539,247	$ 336,308	$ 170,949	$ 507,257
TOTAL EXPENDITURES		$ 519,116	$ 1,100,264	$ 1,000,720	$ 758,386	$ 170,949	$ 929,335
ENDING FUND BALANCE							
	Unreserved, Undesignated	$ 599,158	$ 103,977	$ 467,888	$ 581,102	$ 410,153	$ 410,153
TOTAL ENDING FUND BALANCE		$ 599,158	$ 103,977	$ 467,888	$ 581,102	$ 410,153	$ 410,153

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

FULL-TIME EQUIVALENT (FTE) PERSONNEL SCHEDULE :

	Number of Positions			
Position Title	**FY 2007-08**	**FY 2008-09**	**FY 2009-10**	**FY 2010-11**
Assistant Director of Public Works	0	0.5	0.5	0
Street / Drainage Superintendent	0.5	1	1	0
Drainage Supervisor	1	0	0	0
Heavy Equipment Operator	1	1	1	2
Laborer	4	4	4	3
Street / Drainage Crew Leader	0	0	0	0.5
Total	**6.5**	**6.5**	**6.5**	**5.5**

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
CEMETERY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE							
	Unreserved, Undesignated	$ 2,237	$ 3,679	$ 4,694	$ 794	$ 880	$ 794
	Prior Period Adjustment	(236)	-	-	-		-
TOTAL BEGINNING FUND BALANCE		$ 2,001	$ 3,679	$ 4,694	$ 794	$ 880	$ 794
REVENUES							
06-340-1001	Cemetery Plot Sales	$ 14,000	$ 13,000	$ 13,000	$ 13,300	$ -	$ 13,300
06-370-6001	Interest Revenue	22	20	12	20		20
06-390-5002	Transfer from General Fund	24,000	23,400	23,400	26,826		26,826
06-390-6005	Miscellaneous Revenue	55	50	50	50		50
TOTAL REVENUES		$ 38,077	$ 36,470	$ 36,462	$ 40,196	$ -	$ 40,196
TOTAL FUNDS AVAILABLE		$ 40,078	$ 40,149	$ 41,156	$ 40,990	$ 880	$ 40,990
EXPENDITURES							
	Salaries & Benefits	$ 31,742	$ 33,891	$ 36,807	$ 35,989	$ -	$ 35,989
	Supplies	43	1,300	-	860		860
	Repairs & Maintenance	1,449	2,092	1,382	1,787		1,787
	Contractual Services	857	1,558	880	935		935
	Designated Expenses	1,293	1,293	1,293	539		539
TOTAL EXPENDITURES		$ 35,384	$ 40,134	$ 40,362	$ 40,110	$ -	$ 40,110
ENDING FUND BALANCE:							
	Unreserved, Undesignated	$ 4,694	$ 15	$ 794	$ 880	$ 880	$ 880
TOTAL ENDING FUND BALANCE		$ 4,694	$ 15	$ 794	$ 880	$ 880	$ 880

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

FULL-TIME EQUIVALENT (FTE) PERSONNEL SCHEDULE :

	Number of Positions			
Position Title	**FY 2007-08**	**FY 2008-09**	**FY 2009-10**	**FY 2010-11**
Light Equipment Operator	1	1	1	1
Total	**1**	**1**	**1**	**1**

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
TAX INTEREST AND SINKING FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:							
	Unreserved, Undesignated	$ 366,565	$ 386,350	$ 424,489	$ 326,868	$ 156,970	$ 326,868
	Prior Period Adjustment	-	-	-	-	-	-
TOTAL BEGINNING FUND BALANCE		$ 366,565	$ 386,350	$ 424,489	$ 326,868	$ 156,970	$ 326,868
REVENUES							
07-310-1001	Ad Valorem Taxes	$ 1,582,617	$ 1,690,382	$ 1,770,000	$ 1,875,766		$ 1,875,766
07-310-1002	Delinquent Ad Valorem Taxes	15,113	15,000	16,000	15,500		15,500
07-310-1003	Penalty & Interest	13,766	11,500	14,500	12,000		12,000
07-370-6001	Interest Revenue	6,506	7,000	2,200	2,600		2,600
07-370-6002	Accrued Interest Revenue	18,884	-	-	-		-
07-390-6005	Miscellaneous Revenue	-	-	-	-		-
TOTAL REVENUES		$ 1,636,887	$ 1,723,882	$ 1,802,700	$ 1,905,866	$ -	$ 1,905,866
TOTAL FUNDS AVAILABLE		$ 2,003,452	$ 2,110,232	$ 2,227,189	$ 2,232,734	$ 156,970	$ 2,232,734
EXPENDITURES							
4701-0700-2218	Principal (Aug)-'98G.O.	$ 75,000	$ 75,000	$ 75,000	$ 80,000		$ 80,000
4701-0700-2219	Principal (Aug)-'99C/O	60,000	-	-	-		-
4701-0700-2220	Principal (Aug)-'01C/O	100,000	105,000	105,000	110,000		110,000
4701-0700-2225	Principal '03 C/O	65,000	70,000	70,000	65,000		65,000
4701-0700-2226	Principal Refunding C/O	-	1,000	1,000	9,000		9,000
4701-0700-2227	Principal (Aug) Ref '06 C/O	246,452	394,037	394,037	418,932		418,932
4701-0700-2228	Principal '06 Tax Notes	150,000	160,000	160,000	165,000		165,000
4701-0700-2229	Principal '07 C/O	20,000	5,000	5,000	20,000		20,000
4701-0700-2230	Principal '07 C/O Refunding	4,500	6,000	6,000	6,000		6,000
4701-0700-2231	Principal '08 Tax Notes	160,000	130,000	130,000	-		-
4701-0700-2232	Principal '08A Tax Notes	25,000	40,000	40,000	110,000		110,000
4701-0700-2233	Principal '09 GO	-	25,000	25,000	45,000		45,000
4701-0700-2234	Principal '09 Tax Notes	-	50,000	50,000	50,000		50,000
XXXX-XXXX-XXXX	Principal '10A Tax Notes				25,000		25,000
4701-0700-2318	Interest (Fb/Ag)-'98 G.O.	17,623	14,435	14,435	11,210		11,210
4701-0700-2319	Interest (Fb/Ag)-'99 C/O	1,911	-	-	-		-
4701-0700-2320	Interest (Fb/Ag)-'01 C/O	17,622	13,272	13,272	8,740		8,740
4701-0700-2325	Interest '03 C/O	115,729	112,632	112,632	109,212		109,212
4701-0700-2326	Interest Refunding C/O '06	37,422	37,422	37,422	37,384		37,384
4701-0700-2327	Interest Refunding C/O	85,273	76,193	76,193	61,738		61,738
4701-0700-2328	Interest '06 Tax Notes	32,554	26,599	26,599	20,247		20,247
4701-0700-2329	Interest '07 Proposed C/O Bond	208,820	208,032	208,032	207,835		207,835
4701-0700-2330	Interest '07 C/O Refund	54,490	54,313	54,313	54,077		54,077
4701-0700-2331	Interest '08 Tax Notes	50,945	35,028	35,028	-		-
4701-0700-2332	Interest '08A Tax Notes	30,507	37,364	37,364	35,920		35,920
4701-0700-2333	Interest '09 GO	-	252,688	207,175	206,424		206,424
4701-0700-2334	Interest '09 Tax Notes	-	23,942	16,819	15,818		15,818
4701-0700-2335	Interest '10 GO	-	-	-	72,129		72,129
4701-0700-2336	Interest '10 Tax Notes	-	-	-	6,098		6,098
XXXX-XXXX-XXXX	Interest '10A Tax Notes				125,000		125,000
4701-0700-2401	Bond Paying Agent Fees	900	-	-	-		-
4701-0700-6014	Arbitrage Rebate Service	19,215	-	-	-		-
TOTAL EXPENDITURES		$ 1,578,962	$ 1,952,957	$ 1,900,321	$ 2,075,764	$ -	$ 2,075,764
TOTAL ENDING FUND BALANCE		$ 424,489	$ 157,275	$ 326,868	$ 156,970	$ 156,970	$ 156,970

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
GOLF COURSE FUND
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE

Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:						
Unreserved, Undesignated	$ 6,076	$ (150,066)	$ (174,152)	$ (130,913)	$ (121,165)	$ (130,913)
Prior Yr Enc Voided in Current Yr	-	-	-	-		-
Prior Period Adjustment	(7,731)	-	11,229	-		-
TOTAL BEGINNING FUND BALANCE	$ (1,655)	$ (150,066)	$ (162,923)	$ (130,913)	$ (121,165)	$ (130,913)
REVENUES:						
Swimming Pool Receipts	$ 148	$ 500	$ 500	$ 500	$ -	$ 500
Green Fees	116,889	160,000	137,000	155,000		155,000
Cart Rental Fees	136,907	150,000	148,101	155,000		155,000
Equipment Rental Fees	-	-	-	-		-
Membership Dues	69,419	105,000	82,149	94,250		94,250
Tournament-Green Fees	12,422	15,500	15,500	15,500		15,500
Tournament-Cart Fees	8,001	12,500	6,000	11,900		11,900
Tournament Fees	1,250	-	-	-		-
Cart Storage Fees	20,698	41,400	38,525	43,000		43,000
Handicap Fees	-	-	-	-		-
Trail Fees	16,793	16,200	13,500	16,500		16,500
Pro Shop Sales	44,850	34,000	34,000	40,000		40,000
Facility Rental Income	750	3,000	5,500	8,700		8,700
Driving Range Fees	25,137	40,000	33,500	31,500		31,500
Snack Bar Revenue-Food & Beverage	42,346	36,000	21,000	12,000		12,000
Food & Beverage (Non-Tax)	1,056	1,000	500	500		500
Snack Bar Revenue-Alcohol Sale	17,179	20,000	20,000	20,000		20,000
Interest Revenue	-	-	-	-		-
Miscellaneous Revenue	2,868	75	-	-		-
Auction Proceeds	-	-	350	-		-
Transfer from General Fund	-	-	-	4,316		4,316
Special Green Fees	13,137	6,500	15,000	15,600		15,600
Special Cart Fees	-	-	-	-		-
Special Lunch	771	3,500	-	-		-
Golf Lesson Revenue	287	1,000	2,500	4,500		4,500
TOTAL REVENUES	$ 530,907	$ 646,175	$ 573,625	$ 628,766	$ -	$ 628,766
TOTAL FUNDS AVAILABLE	$ 529,252	$ 496,109	$ 410,702	$ 497,853	$ (121,165)	$ 497,853
OPERATING EXPENSES:						
Golf Course - Operations	$ 276,918	$ 214,401	$ 176,261	$ 220,720	$ -	$ 220,720
Golf Course - Concessions	79,101	35,949	27,038	19,500		19,500
Golf Course - Maintenance	322,802	346,912	289,073	325,028	-	325,028
Golf Course - Non-Departmental	-	-	-	-		-
TOTAL OPERATING EXPENSES	$ 678,821	$ 597,262	$ 492,372	$ 565,248	$ -	$ 565,248
OTHER EXPENSES:						
Capital Outlay	$ 9,000	$ -	$ -	$ -	$ -	$ -
Capital Lease Payments	-	-	38,340	31,768		31,768
Principal & Int Debt Pymts	15,583	22,710	10,903	22,002		22,002
Principal & Int Pymts in Bond Funds	-	(11,807)	-	-		-
TOTAL OTHER EXPENSES	$ 24,583	$ 10,903	$ 49,243	$ 53,770	$ -	$ 53,770
TOTAL EXPENSES	$ 703,404	$ 608,165	$ 541,615	$ 619,018	$ -	$ 619,018
ENDING FUND BALANCE:						
Unreserved, Undesignated	$ (174,152)	$ (112,056)	$ (130,913)	$ (121,165)	$ (121,165)	$ (121,165)
TOTAL ENDING FUND BALANCE	$ (174,152)	$ (112,056)	$ (130,913)	$ (121,165)	$ (121,165)	$ (121,165)
IDEAL FUND BALANCE	$ 169,705	$ 149,316	$ 123,093	$ 141,312	$ 141,312	$ 141,312
OVER (UNDER) IDEAL FUND BALANCE	$ (343,857)	$ (261,371)	$ (254,006)	$ (262,477)	$ (262,477)	$ (262,477)

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
LIBRARY GIFTS & MEMORIALS
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed FY 2010-11
BEGINNING FUND BALANCE					
	Unreserved, Undesignated	$ 8,571	$ 4,317	$ 8,579	$ 4,227
TOTAL BEGINNING FUND BALANCE		$ 8,571	$4,317	$ 8,579	$ 4,227
REVENUES					
11-370-6001	Interest Revenue	$ 20	$ 15	$ 12	$ 20
11-390-1001	Library Gifts & Memorials	496	400	100	-
TOTAL REVENUES		$ 516	$ 415	$ 112	$ 20
TOTAL FUNDS AVAILABLE		$ 9,087	$ 4,732	$ 8,691	$ 4,247
EXPENDITURES					
11-4320-7100-2100	Book Purchases	$ -	$ -	$ -	$ 500
11-4320-7100-2840	Minor Equipment - General	-	-	1,164	1,200
11-4320-7100-2842	Minor Equipment - Electronics	-	-	1,200	947
11-4320-7100-7100	Memorial Brickpavers	105	210	200	200
11-4320-7100-8501	Adult & Young Adult Books	-	600	300	300
11-4320-7100-8502	Children's Books	201	3,172	-	600
11-4320-7100-8503	Reference Books	-	500	-	500
11-4320-7100-8504	Audiovisual Items	-	-	1,600	-
11-4320-7100-8505	Genealogy Material	202	250	-	-
TOTAL EXPENDITURES		$ 508	$ 4,732	$ 4,464	$ 4,247
ENDING FUND BALANCE:					
	Unreserved, Undesignated	$ 8,579	$ -	$ 4,227	$ (0)
TOTAL ENDING FUND BALANCE		$ 8,579	$ -	$ 4,227	$ (0)

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
HOTEL OCCUPANCY TAX FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE							
	Unreserved, Undesignated	$ 95,939	$ 86,399	$ 83,645	$ 56,463	$ 35,101	$ 56,463
	Prior Period Adjustment	13,189	-	-	-		-
TOTAL BEGINNING FUND BALANCE		$ 109,128	$ 86,399	$ 83,645	$ 56,463	$ 35,101	$ 56,463
REVENUES							
14-310-1001.1	Hotel Occupancy Tax - Best Western	$ 42,451	$ 42,200	$ 50,000	$ 50,000	$ -	$ 50,000
14-310-1001.2	Hotel Occupancy Tax - Luxury Inn	7,418	7,200	7,000	7,000		7,000
14-310-1001.3	Hotel Occupancy Tax - Cactus Lodge	12,486	11,500	11,500	12,000		12,000
14-310-1001.4	Hotel Occupancy Tax - Motel 8	21,243	17,500	26,600	28,000		28,000
14-310-1001.5	Hotel Occupancy Tax - Relax Inn	9,334	9,300	9,000	9,000		9,000
14-310-1001.6	Hotel Occupancy Tax - Comfort Suites	78,753	74,200	70,000	70,000		70,000
14-310-1001.7	Hotel Occupancy Tax - Days Inn	31,045	24,700	47,000	47,000		47,000
14-370-6001	Interest Revenue	1,077	1,100	180	200		200
TOTAL REVENUES		$ 203,808	$ 187,700	$ 221,280	$ 223,200	$ -	$ 223,200
TOTAL FUNDS AVAILABLE		$ 312,936	$ 274,099	$ 304,925	$ 279,663	$ 35,101	$ 279,663
EXPENDITURES							
14-4502-1400-2075	Other Operating Costs	$ -	$ -	$ 149	$ -	$ -	$ -
14-4502-1400-2200	Promo of Tourism - Chamber of Commerce	180,000	170,000	170,000	177,750		177,750
14-4502-1400-2204	Promo Tourism - Boys & Girls	12,622	-	-	-		-
14-4502-1400-2205	Promo Tourism - Downtown	9,639	12,000	12,000	-		-
14-4502-1400-2212	Texas Lodging Advertising	2,229	2,500	2,500	2,500		2,500
14-4502-1400-2360	Promo of Arts - C. Cove Country Opry	3,000	4,000	4,000	-		-
14-4502-1400-4450	C.H.A.M.P.S.	20,000	30,000	30,000	30,000		30,000
14-4502-1400-8402	Equipment - Electronic	1,800	-	-	-		-
14-4502-1400-9300	Principal - 2009 Tax Notes	-	25,000	25,000	30,000		30,000
14-4502-1400-9400	Interest - 2009 Tax Notes	-	7,394	4,813	4,313		4,313
TOTAL EXPENDITURES		$ 229,291	$ 250,894	$ 248,462	$ 244,563	$ -	$ 244,563
ENDING FUND BALANCE:							
	Unreserved, Undesignated	$ 83,645	$ 23,205	$ 56,463	$ 35,101	$ 35,101	$ 35,101
TOTAL ENDING FUND BALANCE		$ 83,645	$ 23,205	$ 56,463	$ 35,101	$ 35,101	$ 35,101

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
ANIMAL SHELTER FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Account	Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed FY 2010-11
BEGINNING FUND BALANCE					
	Unreserved, Undesignated	$ 19,328	$ 13,772	$ 18,280	$ 15,406
TOTAL BEGINNING FUND BALANCE		$ 19,328	$ 13,772	$ 18,280	$ 15,406
REVENUES					
15-370-6001	Interest Revenue	$ 43	$ 30	$ 26	$ 40
15-390-1001	Shelter Donation	-	100	100	100
TOTAL REVENUES		$ 43	$ 130	$ 126	$ 140
TOTAL FUNDS AVAILABLE		$ 19,371	$ 13,902	$ 18,406	$ 15,546
EXPENDITURES					
	Designated Expenses	$ 1,091	$ 13,902	$ 3,000	$ 15,546
TOTAL EXPENDITURES		$ 1,091	$ 13,902	$ 3,000	$ 15,546
ENDING FUND BALANCE:					
	Unreserved, Undesignated	$ 18,280	$ -	$ 15,406	$ 0
TOTAL ENDING FUND BALANCE		$ 18,280	$ -	$ 15,406	$ 0

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
COURT EFFICIENCY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:						
Unreserved, Undesignated	$ 15,727	$ 14,053	$ 15,635	$ 15,473	$ 13,975	$ 15,473
Prior Period Adjustment	156	-	-	-		-
TOTAL BEGINNING FUND BALANCE	$ 15,883	$ 14,053	$ 15,635	$ 15,473	$ 13,975	$ 15,473
REVENUES						
Court Efficiency Revenue	$ 6,201	$ 5,150	$ 5,150	$ 5,150	$ -	$ 5,150
Interest Revenue	128	120	30	30		30
TOTAL REVENUES	$ 6,329	$ 5,270	$ 5,180	$ 5,180	$ -	$ 5,180
TOTAL FUNDS AVAILABLE	$ 22,212	$ 19,323	$ 20,815	$ 20,653	$ 13,975	$ 20,653
TOTAL EXPENDITURES	$ 6,577	$ 7,342	$ 5,342	$ 6,678	$ 2,500	$ 9,178
ENDING FUND BALANCE:						
Unreserved, Undesignated	$ 15,635	$ 11,981	$ 15,473	$ 13,975	$ 11,475	$ 11,475
TOTAL ENDING FUND BALANCE	$ 15,635	$ 11,981	$ 15,473	$ 13,975	$ 11,475	$ 11,475

Note: The Court Efficiency Fund was in a combined Municipal Court Special Revenue fund prior to FY 2008-09.

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
COURT TECHNOLOGY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:						
Unreserved, Undesignated	$ 117,175	$ 91,194	$ 98,339	$ 80,360	$ 68,606	$ 80,360
Prior Period Adjustment	8,814	-	4,700	-		-
TOTAL BEGINNING FUND BALANCE	$ 125,989	$ 91,194	$ 103,039	$ 80,360	$ 68,606	$ 80,360
REVENUES						
Court Technology Revenue	$ 27,713	$ 28,840	$ 29,000	$ 29,000	$ -	$ 29,000
Interest Revenue	1,036	900	180	200		200
TOTAL REVENUES	$ 28,749	$ 29,740	$ 29,180	$ 29,200	$ -	$ 29,200
TOTAL FUNDS AVAILABLE	$ 154,738	$ 120,934	$ 132,219	$ 109,560	$ 68,606	$ 109,560
TOTAL EXPENDITURES	$ 56,399	$ 56,854	$ 51,859	$ 40,954	$ 15,495	$ 56,449
ENDING FUND BALANCE:						
Unreserved, Undesignated	$ 98,339	$ 64,080	$ 80,360	$ 68,606	$ 53,111	$ 53,111
TOTAL ENDING FUND BALANCE	$ 98,339	$ 64,080	$ 80,360	$ 68,606	$ 53,111	$ 53,111

Note: The Court Technology Fund was in a combined Municipal Court Special Revenue fund prior to FY 2008-09.

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
COURT SECURITY FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2008-09	Adopted Budget* FY 2009-10	Projected FY 2009-10	Proposed DH FY 2010-11	New Programs FY 2010-11	Proposed FY 2010-11
BEGINNING FUND BALANCE:						
Unreserved, Undesignated	$ 26,383	$ 27,691	$ 28,005	$ 12,955	$ 0	$ 12,955
Prior Period Adjustment	7,365	-	-	-		-
TOTAL BEGINNING FUND BALANCE	$ 33,748	$ 27,691	$ 28,005	$ 12,955	$ 0	$ 12,955
REVENUES						
Court Security Revenue	$ 21,401	$ 20,872	$ 20,900	$ 20,900	$ -	$ 20,900
Interest Revenue	293	250	60	60		60
Transfer in from Fund 01	-	-	-	1,513		1,513
TOTAL REVENUES	$ 21,694	$ 21,122	$ 20,960	$ 22,473	$ -	$ 22,473
TOTAL FUNDS AVAILABLE	$ 55,442	$ 48,813	$ 48,965	$ 35,428	$ 0	$ 35,428
TOTAL EXPENDITURES	$ 27,437	$ 36,010	$ 36,010	$ 35,428	$ -	$ 35,428
ENDING FUND BALANCE:						
Unreserved, Undesignated	$ 28,005	$ 12,803	$ 12,955	$ 0	$ 0	$ 0
TOTAL ENDING FUND BALANCE	$ 28,005	$ 12,803	$ 12,955	$ 0	$ 0	$ 0

Note: The Court Security Fund was in a combined Municipal Court Special Revenue fund prior to FY 2008-09.

* Includes budget amendments that were approved by City Council on 10/13/09, 11/03/09, 03/02/10, and 06/15/2010.

CITY OF COPPERAS COVE
FISCAL YEAR 2010-11 PROPOSED BUDGET
OTHER FUNDS
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Fund Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
Revolving Loan Fund	$ 82,419	$ 12,270	$ -	$ 94,689
City-Wide Donation Fund	51,883	13,900	65,783	-
City-Wide Grants (SAFER Grant)	32,317	374,951	407,268	-
Police State Seizure Fund	9,737	15	9,752	-
Police Federal Seizure Fund	2,104	-	2,104	-
Law Enforcement Block Grant Fund	3,731	20	3,751	-
Fire Department Grants Fund	9,419	20	9,439	-
Library Grants Fund	15,636	25	15,661	-
Tobacco Grant Fund	3,000	3,000	3,000	3,000
Total Other Funds	**$ 210,246**	**$ 404,201**	**$ 516,758**	**$ 97,689**