



**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 **Workshop Council Meeting** of the City of Copperas Cove, Texas, will be held on **June 21, 2011 at 6:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP ITEMS

1. Presentation and discussion on Chapter 8, Article III of the City of Copperas Cove Code of Ordinances. **J. Mike Baker, Fire Chief**
2. Discussion on Chapter 2, Article III, Division 2 of the City of Copperas Cove Code of Ordinances. **Andrea M. Gardner, City Manager**
3. Update and discussion on the planning for the FY 2012 Budget. **Andrea M. Gardner, City Manager**
4. Provide direction to the City Manager on items above. **Andrea M. Gardner, City Manager**

D. 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 _____, June 16, 2011, 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

Information

SUBJECT

Presentation and discussion on Chapter 8, Article III of the City of Copperas Cove Code of Ordinances.
J. Mike Baker, Fire Chief

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Information

SUBJECT

Discussion on Chapter 2, Article III, Division 2 of the City of Copperas Cove Code of Ordinances.

Andrea M. Gardner, City Manager

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Information

SUBJECT

Update and discussion on the planning for the FY 2012 Budget. *Andrea M. Gardner, City Manager*

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Information

SUBJECT

Provide direction to the City Manager on items above. *Andrea M. Gardner, City Manager*

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION



**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 **June 21, 2011 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. Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award for FY 2010-11. **Andrea M. Gardner, City Manager**
- F. **CITIZENS FORUM** – At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. 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 minutes from the workshop council meeting of June 7, 2011. **Jane Lees, City Secretary**
 - 2. Consideration and action on approving minutes from the regular council meeting of June 7, 2011. **Jane Lees, City Secretary**

3. Consideration and action on a resolution authorizing and supporting the City Manager in the submission of a grant application and other related mandatory documents to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and authorize the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove and Coryell County. **Eddie Wilson, Police Captain**
4. Consideration and action on approval of a resolution amending the authorized TexSTAR representatives for the City of Copperas Cove, Texas. **Ryan Haverlah, Assistant Director of Financial Services/Budget Director**
5. Consideration and action on authorizing a street closure during the Downtown Spruce Up - One Block at a Time. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**

H. **PUBLIC HEARINGS/ACTION**

I. **ACTION ITEMS**

1. Consideration and action on approving changes to the Copperas Cove Economic Development Corporation Bylaws. **Polo Enriquez, Executive Director, Copperas Cove Economic Development Corporation**
2. Consideration and action on appointment of one (1) member residing within the city limits to the Copperas Cove Animal Shelter Advisory Committee. **Mike Heintzelman, Deputy Chief of Police**
3. Consideration and action on Acadian Ambulance Service, Inc. application for non-emergency ambulance franchise. **J. Mike Baker, Fire Chief**
4. Consideration and action on awarding a bid and authorizing the City Manager to enter into an agreement for the replacement of the 7 Mile water storage tank. **Wesley Wright, P.E., Public Works Division Head/City Engineer**
5. Consideration and action to authorize the City Manager to enter into an agreement with DSB WorldWide, Inc., to provide internet based food handler training. **J. Mike Baker, Fire Chief/EMC**
6. Consideration and action on a resolution authorizing continued participation with the Steering Committee of cities served by Oncor; and authorizing the payment of 10 cents per capita to the steering committee to fund regulatory and related activities related to Oncor Electric Delivery Company LLC. **Velia Key, Director of Financial Services**
7. Consideration and action on a resolution authorizing the City Manager to accept a right-of-way dedication from 4JC Partnership for Bradford Drive Improvements. **Wesley Wright, City Engineer**

J. **REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS**

K. **ITEMS FOR FUTURE AGENDAS**

L. **EXECUTIVE SESSION**

1. Pursuant to §551.087 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect - First Advisors, Inc.
 2. Pursuant to §551.072 and Section 551.071 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property and consultations with attorney - Purchase of real property.
- 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 _____, June 16, 2011, 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 Council Regular

Item #: E. 1.

Date: 06/21/2011

Information

Subject

Presentation of the Government Finance Officers Association Distinguished Budget Presentation Award for FY 2010-11. ***Andrea M. Gardner, City Manager***

Attachments

Link: [Award & Certificate](#)



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

May 4, 2011

Ms. Andrea Gardner
City Manager
City of Copperas Cove
507 South Main Street
Copperas Cove, TX 76522

Dear Ms. Gardner:

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

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

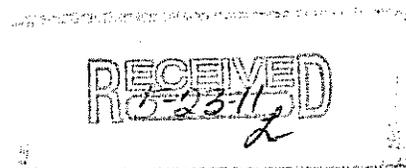
Each program participant is provided with confidential comments and suggestions for possible improvements to the budget document. Your comments are enclosed. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next budget.

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

Andrea Gardner, City Manager

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

The following standardized text should be used:



Ms. Andrea Gardner

May 4, 2011

Page 2

The Government Finance Officers Association of the United States and Canada (GFOA) presented a Distinguished Budget Presentation Award to **City of Copperas Cove, Texas** for its annual budget for the fiscal year beginning **October 1, 2010**. In order to receive this award, a governmental unit must publish a budget document that meets program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

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

A press release is enclosed.

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

We appreciate your participation in this program and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients (with hyperlinks) can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Technical Services Center.

Sincerely,

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

Stephen J. Gauthier, Director
Technical Services Center

Enclosure



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

May 4, 2011

PRESS RELEASE

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

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

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

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

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

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

For budgets including fiscal period 2009, 1,214 entities received the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving over 17,600 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.



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

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

**Andrea Gardner, City Manager
City of Copperas Cove, Texas**



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

Executive Director

Date

May 04, 2011



GOVERNMENT FINANCE OFFICERS ASSOCIATION

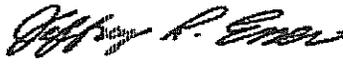
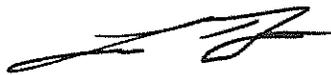
*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Copperas Cove
Texas**

For the Fiscal Year Beginning

October 1, 2010



President

Executive Director

City Council Regular

Item #: G. 1.

Date: 06/21/2011

Information

Subject

Consideration and action on approving minutes from the workshop council meeting of June 7, 2011.

Jane Lees, City Secretary

Attachments

Link: [6-7-11 workshop minutes](#)

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
June 7, 2011 – 6:00 P.M.**

A CALL TO ORDER

B ROLL CALL

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

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

C WORKSHOP ITEMS

- 1** Presentation and discussion of the Fire Station Location Study/Plan and ISO Public Protection Classification (PPC) Study. ***J. Mike Baker, Fire Chief***

Fire Chief Baker presented the results of the Location Study/Plan to the Council. He also discussed the attached presentation showing the current City limits, current fire station locations and the areas served, the location of the proposed fire station #4 and future recommended sites for fire stations, based on the study by Mr. Pietsch. Mike Pietsch of P.E. Consulting Services, Inc. was present to answer questions on the Master Fire Station Location Plan and the report on Improving the ISO Public Protection Classification.

- 2** Direction to staff on Item C-1 above. ***Andrea M. Gardner, City Manager***

The City Manager and Fire Chief will continue to discuss a joint ownership of the proposed fire station #4 with Fort Hood officials.

- D ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 6:32 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City of Copperas Cove City Council Workshop

June 2011

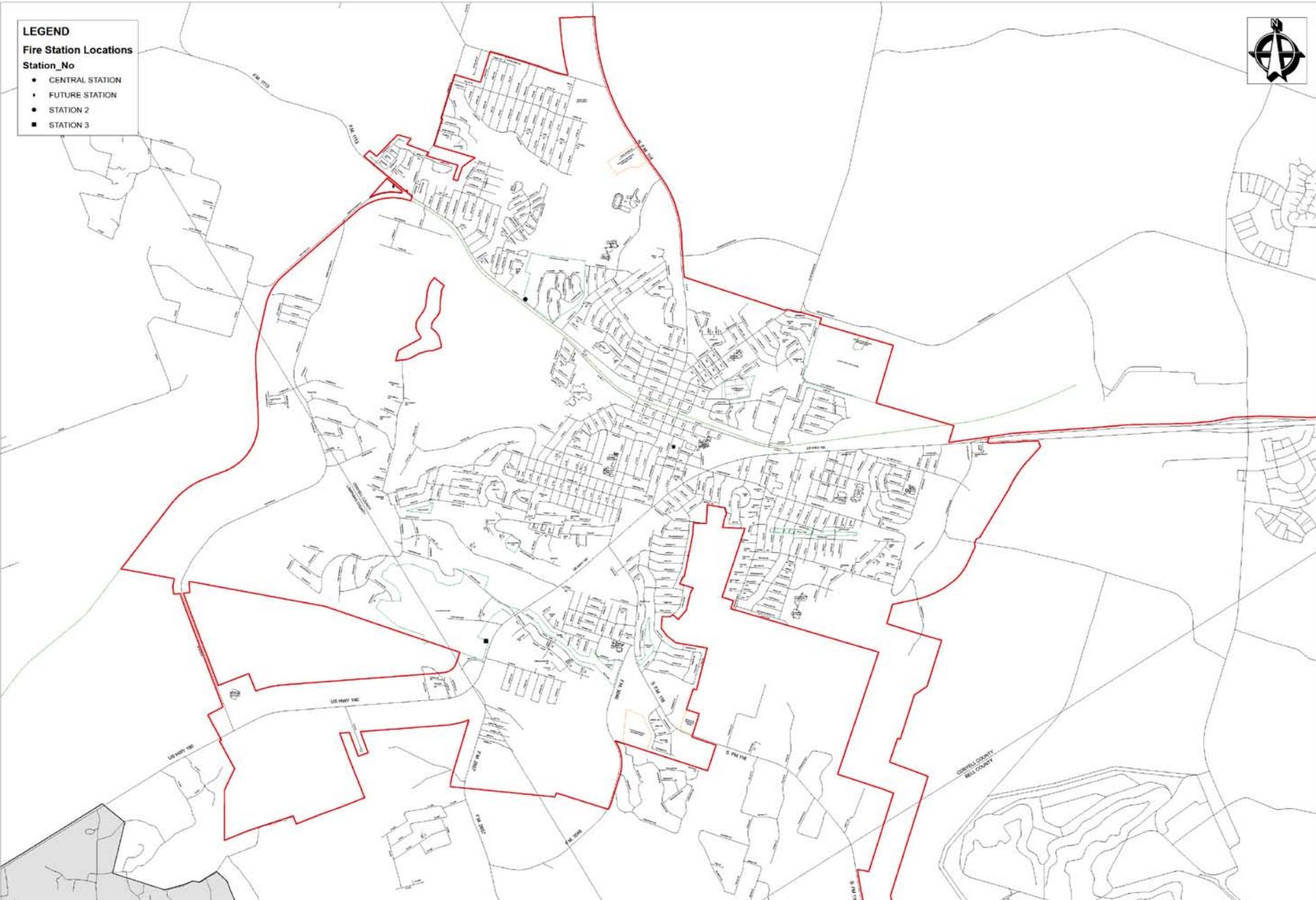
**Fire Station Location Plan and
ISO PPC Study**

LEGEND

Fire Station Locations

Station_No

- CENTRAL STATION
- FUTURE STATION
- STATION 2
- STATION 3

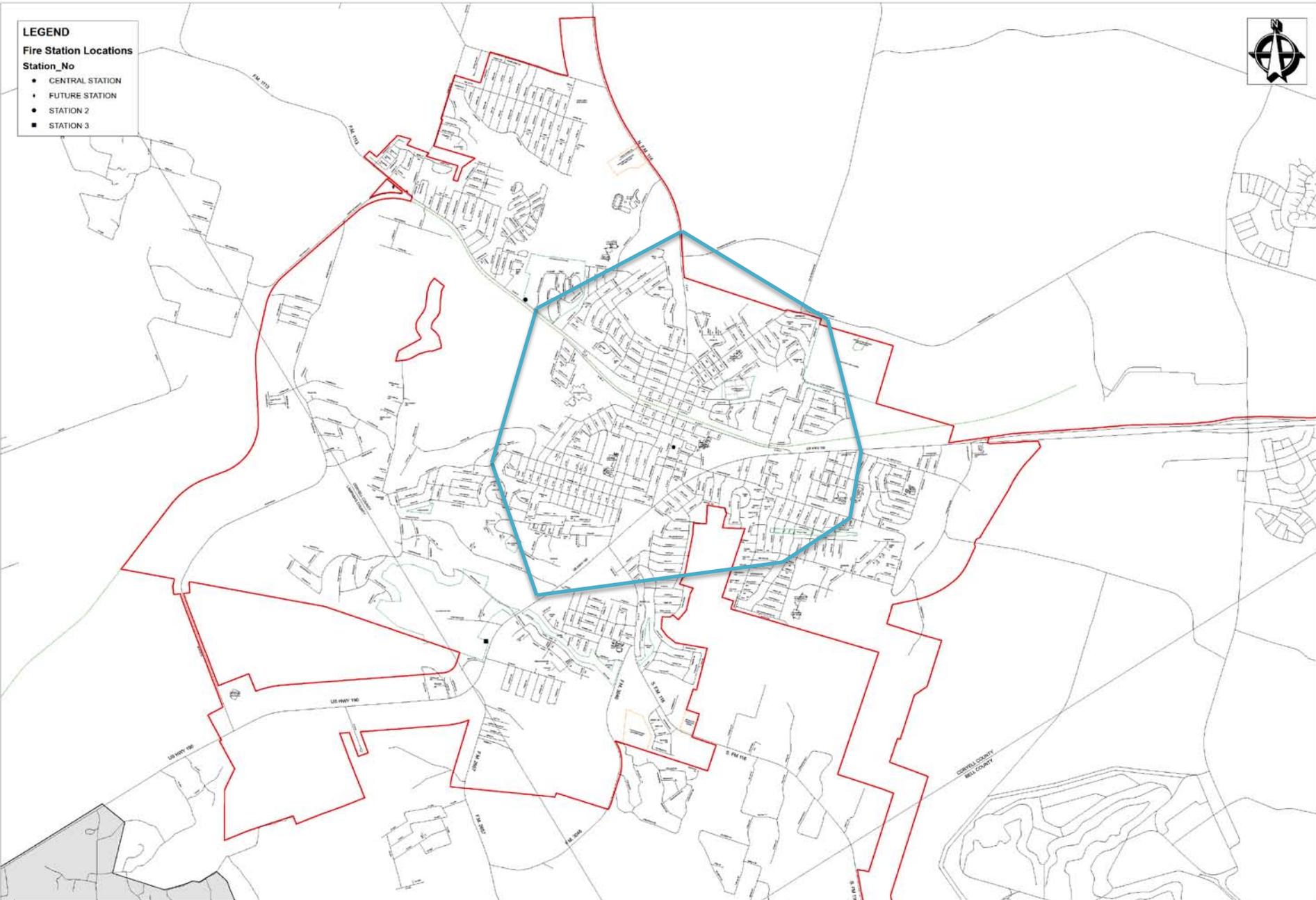


LEGEND

Fire Station Locations

Station_No

- CENTRAL STATION
- FUTURE STATION
- STATION 2
- STATION 3

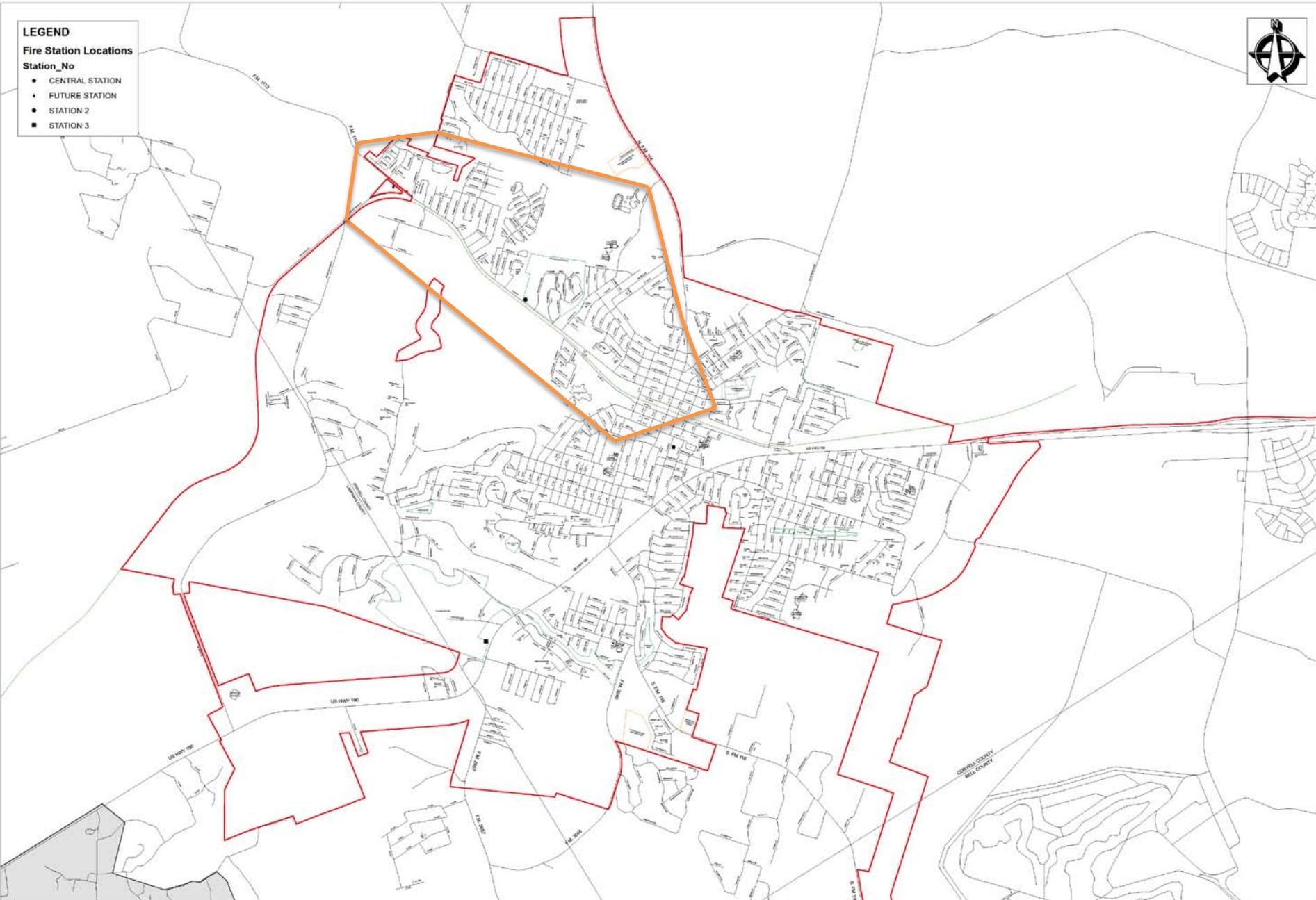


LEGEND

Fire Station Locations

Station_No

- CENTRAL STATION
- FUTURE STATION
- STATION 2
- STATION 3

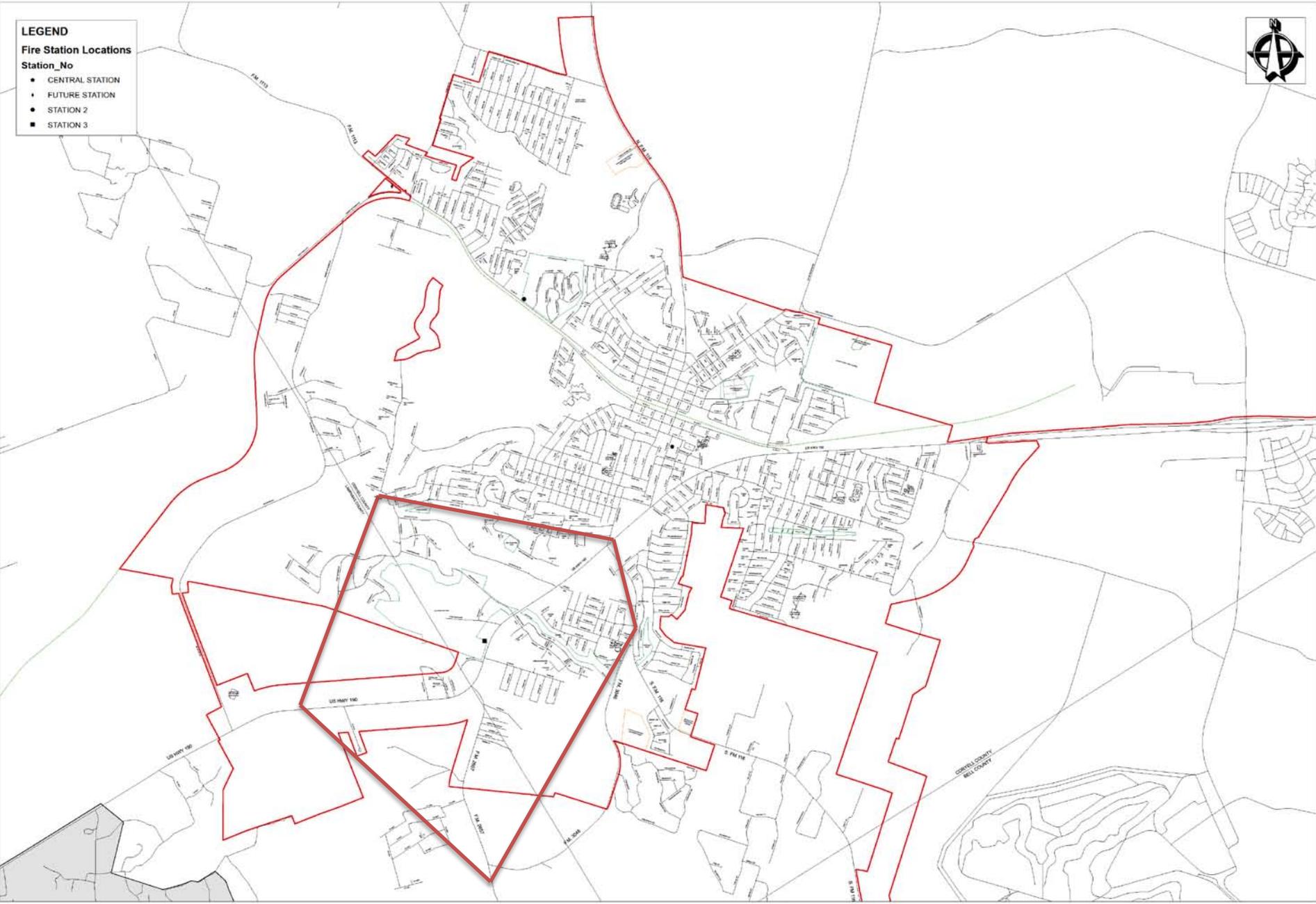


LEGEND

Fire Station Locations

Station_No

- CENTRAL STATION
- FUTURE STATION
- STATION 2
- STATION 3

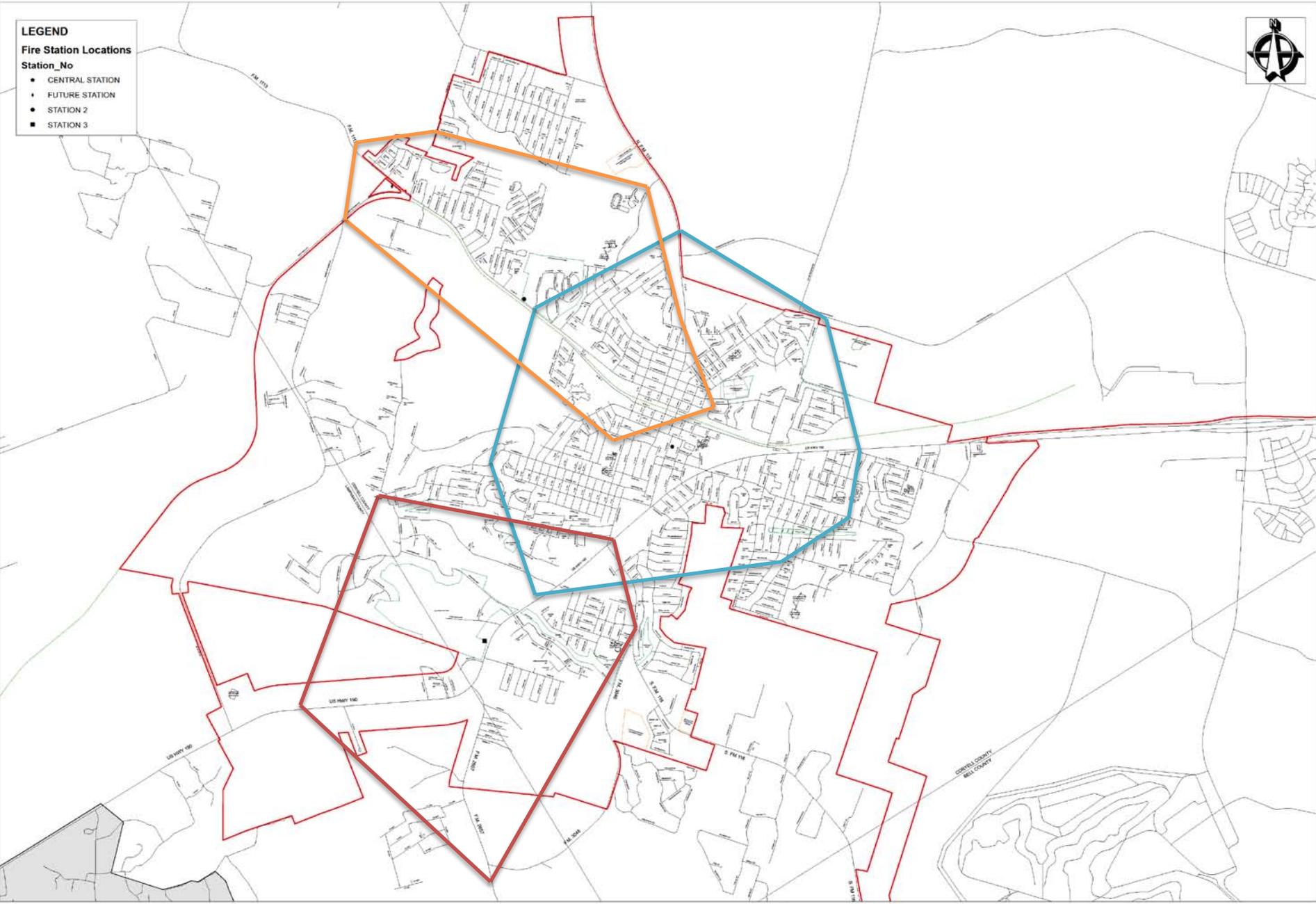


LEGEND

Fire Station Locations

Station_No

- CENTRAL STATION
- FUTURE STATION
- STATION 2
- STATION 3

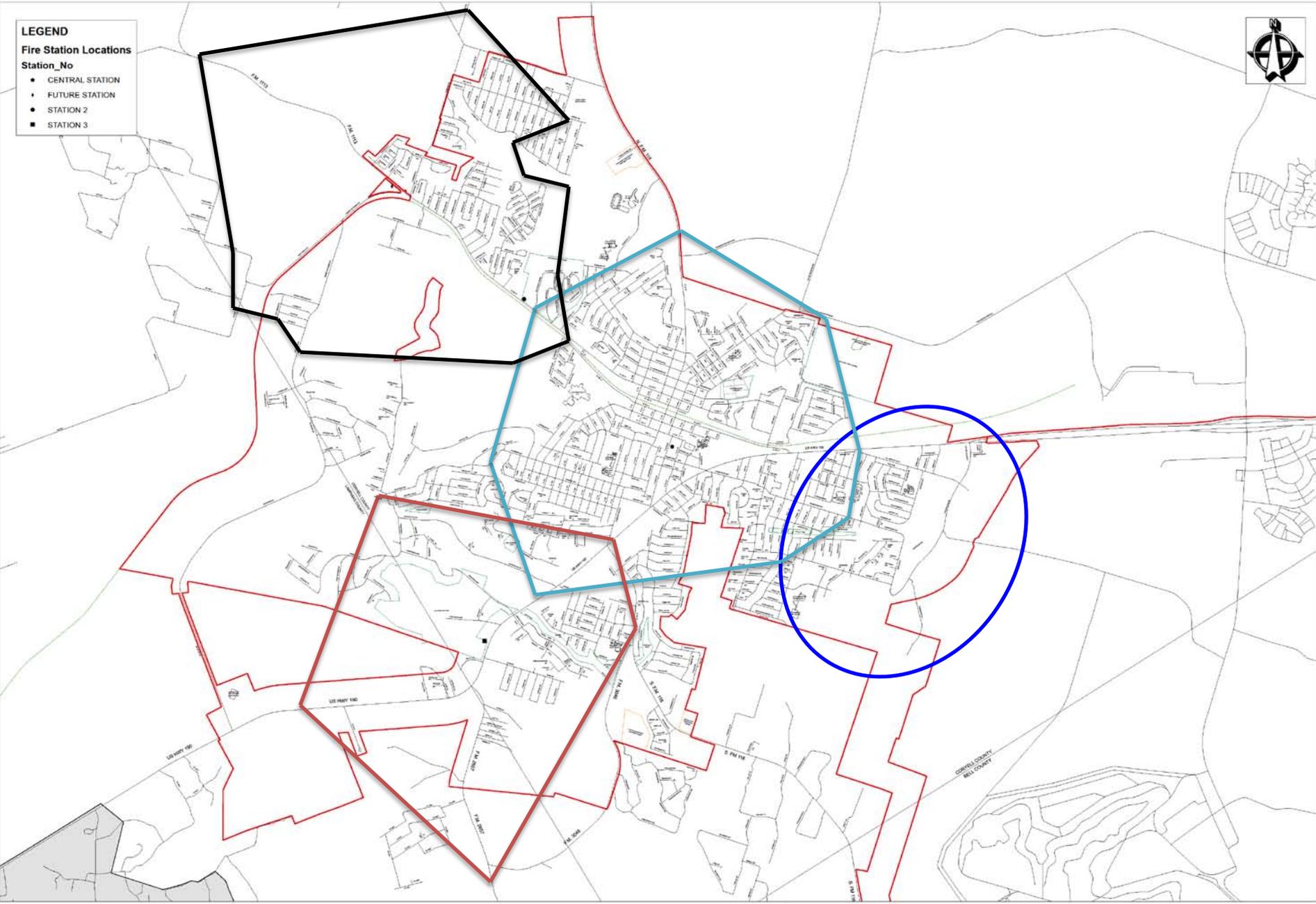


LEGEND

Fire Station Locations

Station_No

- CENTRAL STATION
- FUTURE STATION
- STATION 2
- STATION 3

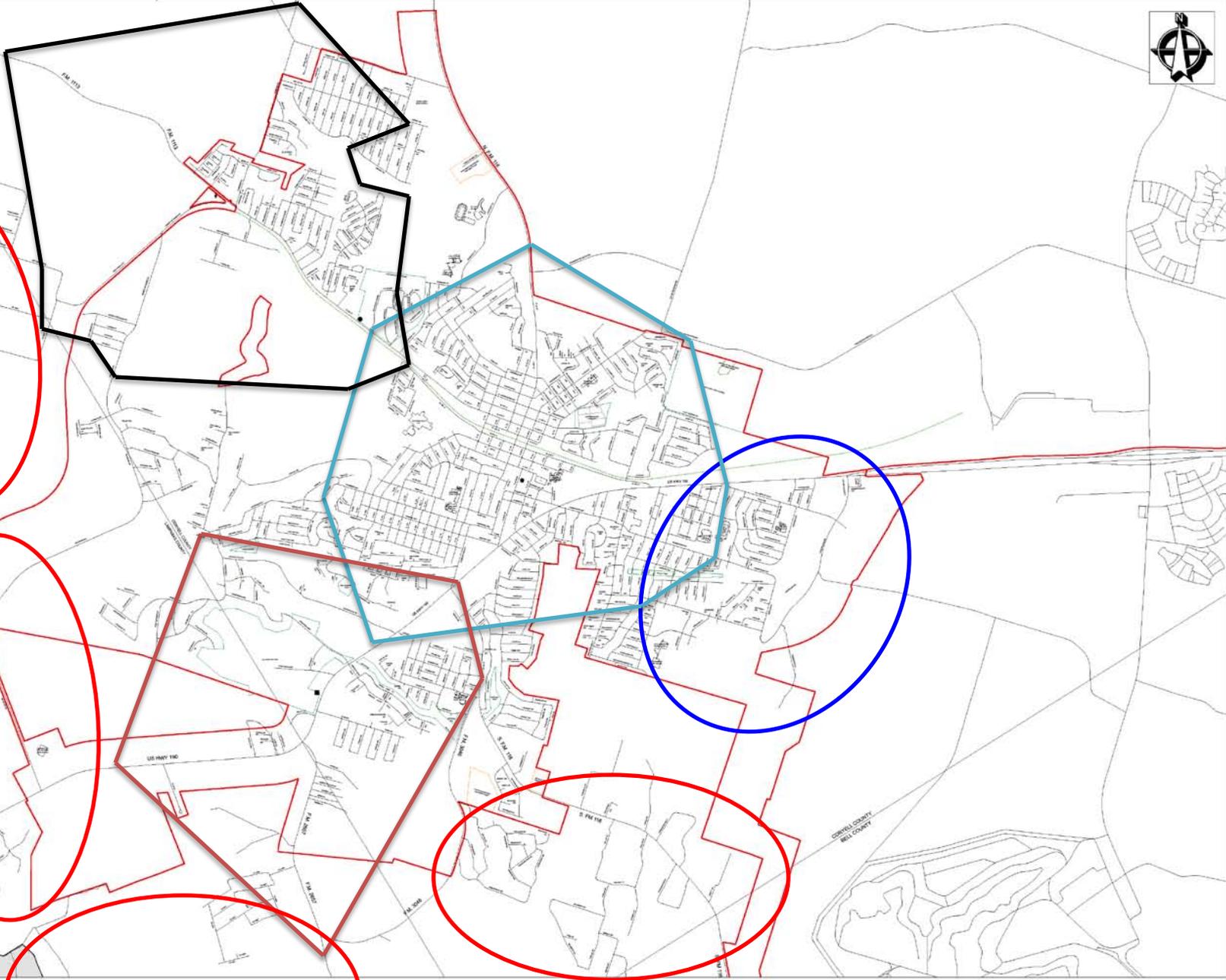
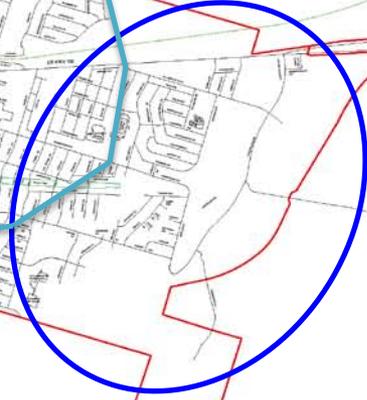
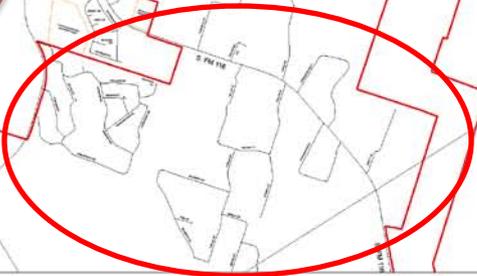
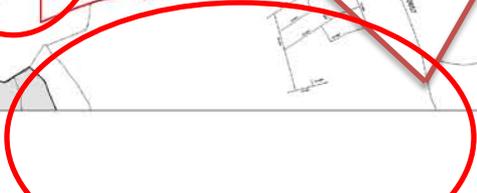
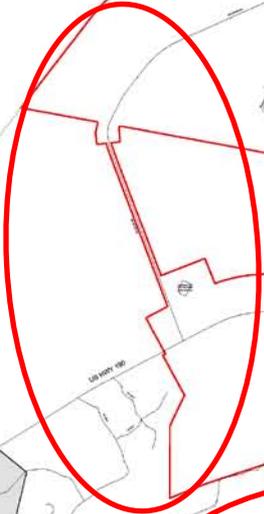
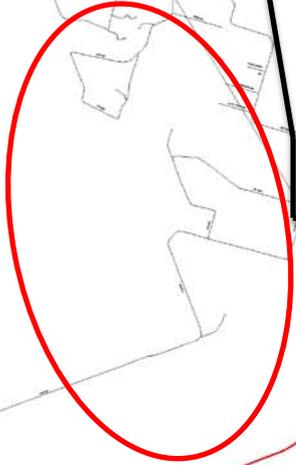


LEGEND

Fire Station Locations

Station_No

- CENTRAL STATION
- FUTURE STATION
- STATION 2
- STATION 3



City Council Regular

Item #: G. 2.

Date: 06/21/2011

Information

Subject

Consideration and action on approving minutes from the regular council meeting of June 7, 2011. ***Jane Lees, City Secretary***

Attachments

Link: [Regular minutes 6-7-11](#)

CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
June 7, 2011 – 7:00 P.M.

A CALL TO ORDER

B INVOCATION AND PLEDGE OF ALLEGIANCE - Rev. Mark Kemp of the First Baptist Church of Copperas Cove gave the invocation and Mayor Hull led the pledge of allegiance.

C ROLL CALL

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

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

D ANNOUNCEMENTS - None.

E PUBLIC RECOGNITION

1 Oaths of Office. ***F.W. "Bill" Price, Municipal Court Judge***

- Jim Schmitz - Council Member Position 6
- Frank Seffrood - Council Member Position 7

2 Outgoing Unity Committee Members. ***Andrea M. Gardner, City Manager***

- Jeffrey Stoddard, Chairman - Police Lieutenant
- James Piper, Member - Fire Division Chief of Training
- Gene Williams, Member - Parks Supervisor
- Brian Hawkins, Member - Parks and Recreation Specialist
- Andrea Scott-Maguire, Member - Municipal Court Clerk
- Loretta Bell, Member and Vice Chair - Solid Waste Administrative Assistant

3 Employee Service Awards - June 2011. ***Andrea M. Gardner, City Manager***

- James Malone, Wastewater Chief Plant Operator, 25 Years
- Michael Chandler, Golf Course Superintendent, 5 Years
- Anibal Figueroa, Parks and Recreation Laborer, 5 Years
- Donald Denniston, Code Enforcement Health Inspector, 5 Years

- Christopher Altott, Wastewater Operator II, 5 Years
- Christopher Schaub, Solid Waste Driver, 5 Years
- William Butler, Heavy Equipment Operator, 5 Years

4 Employee Service Awards - June 2011. **John Hull, Mayor**

- Jane Lees, City Secretary, 5 Years

F **CITIZENS FORUM** – None.

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 minutes from the workshop council meeting of May 17, 2011. **Jane Lees, City Secretary**

2 Consideration and action on approving minutes from the regular council meeting of May 17, 2011. **Jane Lees, City Secretary**

3 Consideration and action on a resolution, authorizing the City Manager to enter into an agreement with Grant Development Services to apply for and manage a grant, if funded, for the Safe Routes to School Program. **Andrea M. Gardner, City Manager.**

4 Consideration and action on authorizing the Mayor to execute a letter on behalf of the City of Copperas Cove to Senator John Cornyn for providing assistance with the waiver for amending Easement No. DACA63-2-76-0483. **Andrea M. Gardner, City Manager**

5 Consideration and action on authorizing the Mayor to execute a letter on behalf of the City of Copperas Cove to Colonel Mark A. Freitag for providing assistance with the waiver for amending Easement No. DACA63-2-76-0483. **Andrea M. Gardner, City Manager**

6 Consideration and action on authorizing the Mayor to execute a letter on behalf of the City of Copperas Cove to Congressman John Carter for providing assistance with the waiver for amending Easement No. DACA63-2-76-0483. **Andrea M. Gardner, City Manager**

Council Member Smith made a motion to approve Consent Agenda items G-1, G-2, G-3, G-4, G-5 and G-6 as written. Council Member Kent seconded the motion which passed unanimously.

H **PUBLIC HEARINGS/ACTION**

1 Public hearing and action on the final major plat for Heritage Plaza Addition, generally known as 2624 East Highway 190. **Wesley Wright, Public Works Division Head/City Engineer**

Mr. Wright stated that the correct address is 2524 East Highway 190.

Mayor Hull opened the public hearing at 7:29 p.m.

Speaking: Mike Beevers, 10K Investments LLC, stated that he was representing the owner on plat. He thanked staff for their assistance and said he appreciated the high level of service received. Council Member Schmitz asked what was to be located on the property. Mr. Beevers confirmed that Starbucks would be located on the property.

Mayor Hull closed the public hearing at 7:32 p.m.

Council Member Kent made a motion to approve the final major plat for Heritage Plaza Addition as presented. Council Member Youngs seconded the motion which passed unanimously.

- 2 Public hearing and action on adoption of an ordinance revising the property tax exemption for local homesteads of persons age 65 or over from \$12,000 to \$5,000. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Mr. Haverlah explained background information on the item and gave several examples of the effect the passage of the ordinance could have in specific instances.

Mayor Hull opened the public hearing at 7:43 p.m.

Speaking: Mikio Ludwig, 2813 Ogletree Pass. Mr. Ludwig stated that the City could find another way to raise revenue rather than lowering the property tax exemption. He stated that the money the City would gain did not seem like a lot, but it could make a difference to some of the individuals that the ordinance would affect.

Council Member Kent asked why the exemption should be changed if the examples shown indicate that there is would not be that much of a change after the exemption was lowered in taxes to be paid. Mr. Haverlah said that it would be more fair for the community overall since everyone is allowed a homestead exemption of \$5,000 and individuals over the age of 65 would still receive the \$12,000 exemption from the tax freeze. Council Member Smith asked when the \$12,000 exemption was implemented. Mr. Haverlah stated that it was approved by the City Council in 1980.

Mayor Hull closed the public hearing at 7:50 p.m.

Council Member Smith made a motion to postpone action on Ordinance 2011-23. Council Member Palmer seconded the motion.

During discussion Council Member Schmitz said he would like to see an additional public hearing on the matter. Ms. Gardner said that the item could be discussed further when the Council considers the budget. Council Member Smith stated that he would prefer delaying action now and wait until the City receives the certified appraisal rolls to get a better idea of how this would affect everyone.

Motion to postpone passed unanimously.

I **ACTION ITEMS**

- 1 Consideration and action on the appointment of a mayor pro tem to serve for a period of one (1) year and who shall act as mayor during the absence or disability of the mayor. **John Hull, Mayor**

Mayor Hull nominated Council Member Seffrood for the appointment of mayor pro tem. Council Member Schmitz made a motion to appoint Council Member Seffrood as mayor pro tem for one year. Council Member Smith seconded the motion which passed unanimously.

- 2 Consideration and action on authorizing the Copperas Cove Economic Development Corporation (CCEDC) to enter into a Service Agreement with Oncor Electric Delivery for the installation of twelve (12) street lights on Constitution Drive. ***Polo Enriquez, Executive Director, Copperas Cove Economic Development Corporation***

Ms. Gardner presented this item and the next two items because Mr. Enriquez was unable to attend the meeting.

Council Member Youngs made a motion to authorize the CCEDC to enter into a service agreement with Oncor to install 12 street lights on Constitution Drive. Council Member Kent seconded the motion which passed unanimously.

- 3 Consideration and action on authorizing the Copperas Cove Economic Development Corporation (CCEDC) to enter into a Service Agreement with Oncor Electric Delivery for the installation of five (5) street lights on Constitution Drive between Martin Luther King, Jr. Boulevard and Old Copperas Cove Road. ***Polo Enriquez, Executive Director, Copperas Cove Economic Development Corporation***

Council Member Youngs made a motion to authorize the CCEDC to enter into a service agreement with Oncor to install 5 street lights on Constitution Drive. Council Member Kent seconded the motion which passed unanimously.

- 4 Consideration and action on approving the Copperas Cove Economic Development Corporation expenditure of \$28,750 for targeted infrastructure for an economic development project. ***Polo Enriquez, Executive Director, Copperas Cove Economic Development Corporation***

Council Member Youngs made a motion to approve the CCEDC expenditure of \$28,750 for targeted infrastructure for an economic development project. Council Member Kent seconded the motion which passed unanimously.

- 5 Consideration and action on appointments to the City of Copperas Cove Planning and Zoning Commission Positions Six and Seven. ***Wesley Wright, Public Works Division Head/City Engineer***

Council Member Youngs made a motion to reappoint Earl D. Holt to Position 6. Council Member Smith seconded the motion which passed unanimously.

Council Member Youngs made a motion to appoint Charles Hendricks to Position 7. Council Member Palmer seconded the motion which passed unanimously.

- 6 Consideration and action on appointments for three positions to the City of Copperas Cove Board of Adjustment. ***Wesley Wright, Public Works Division Head/City Engineer***

Council Member Schmitz made a motion to appoint Jack Smith to Position 1. Council Member Meredith seconded the motion which passed unanimously.

Council Member Palmer made a motion to appoint Mickey Deck to Position 3. Council Member Meredith seconded the motion which passed unanimously.

Council Member Palmer made a motion to appoint John Easterwood to Position 5. Council Member Seffrood seconded the motion which passed unanimously.

- 7 Consideration and action on an ordinance approving a negotiated resolution between the steering committee of cities served by Oncor ("Steering Committee") and Oncor Electric Delivery Company LLC ("Oncor" or "Company") regarding the Company's application to increase electric rates in all cities exercising original jurisdiction; declaring existing rates to be unreasonable; requiring the Company to reimburse cities' reasonable ratemaking expenses; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; approving Oncor's proof of revenues; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meeting Act; declaring an effective date; and requiring delivery of this ordinance to the Company and the Steering Committee's legal counsel. **Andrea M. Gardner, City Manager**

Council Member Youngs made a motion to approve Ordinance No. 2011-24. Council Member Palmer seconded the motion, which passed unanimously.

- 8 Consideration and action authorizing the City Manager to execute a Temporary Lift Station Agreement between the City of Copperas Cove and the Copperas Cove Economic Development Corporation. **Andrea M. Gardner, City Manager**

Council Member Kent made a motion to authorize the City Manager to execute the Temporary Lift Station Agreement. Council Member Palmer seconded the motion which passed unanimously.

- 9 Consideration and action on awarding the Golf Course Reclaimed Water System Optimization project bid to Keystone Construction Inc. of Austin Texas. **Ken Wilson, Division Head of Parks and Leisure Services**

Council Member Youngs made a motion to accept the bid by Keystone Construction Inc. of Austin Texas in the amount of \$193,000. Council Member Kent seconded the motion which passed unanimously.

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

K **ITEMS FOR FUTURE AGENDAS** - Council Member Meredith requested an excused absence for the July 5, 2011 regular meeting. The Council concurred.

L **EXECUTIVE SESSION**

- 1 Pursuant to §551.072 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property - Purchase of real property.

Council Member Palmer made a motion to postpone the discussion of the purchase of real property until the June 21, 2011 regular meeting. Council Member Kent seconded the motion which passed unanimously.

- 2 Pursuant to §551.074, Personnel Matters, of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the appointment of a public officer - Board of Adjustment Positions 1, 3 and 5.

The Council did not need to meet in Executive Session regarding this item.

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 8:24 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

Date: 06/21/2011

Information

SUBJECT

Consideration and action on a resolution authorizing and supporting the City Manager in the submission of a grant application and other related mandatory documents to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and authorize the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove and Coryell County. ***Eddie Wilson, Police Captain***

BACKGROUND/HISTORY

The Bureau of Justice Assistance (BJA), through the U.S. Department of Justice (DOJ) has announced the availability of funding through the FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

FINDINGS/CURRENT ACTIVITY

Funding from the FY 2011 Edward Byrne Memorial JAG is a direct type of funding and Copperas Cove was allocated funding in the amount of \$11,732. The City is not required to provide matching funds for the grant. Since Coryell County is classified as a "disparate" entity, they are ineligible for a direct funding JAG award and must be a signatory on the required Memorandum of Understanding (MOU) as a partner with the grant. Thus, Copperas Cove and Coryell County must agree on how to share the funding or agree not to share the funding. As such, the MOU satisfies the requirement. Coryell County, through the Commissioner's Court, authorized County Judge John Firth to sign the MOU agreeing to split the funding in the grant, which provides the City with \$5,366 and Coryell County with \$5.366, and allows the City of Copperas Cove to act as the fiscal agent for the grant. City Council must now authorize the City Manager to sign the MOU to allow the grant application to be submitted and move forward.

As part of the process, the application must be made available for review by the governing body not fewer than 30 days before the application is submitted to the BJA. As indicated in the application process, if the 30-day governing body review process is not met, the application should be submitted prior to the application deadline. BJA will add a special condition to the award that will withhold grant funds until the documentation is submitted confirming the requirement has been met. The application deadline is July 21, 2011. The grant application will be completed and submitted prior to the July 21, 2011 deadline and be presented to the City Council for review at the next regularly scheduled meeting set for July 5, 2011. After the process, BJA will be notified that the review has taken place.

Another part of the application process requires the City to provide an opportunity for the public to comment on the FY 2011 Edward Byrne Memorial JAG application. The manner in which the application process is completed is left to the applicant. Staff is satisfying the public comment requirement by placing the notification of the grant application, the grant's purpose, and amount of funding available on the City's website, on Cable Channel 10, on the Police Department's Facebook page, as well as a notice in the local newspaper. Thus, members of the public wishing to comment may do so by calling, emailing, or visiting the Police Department.

The funding from the grant will be used to purchase night vision goggles for the Night Eyes Program.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the Mayor to sign Resolution No. 2011-25, supporting the City Manager in the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and authorize the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove and Coryell County.

Fiscal Impact

FINANCIAL IMPACT:

There is no financial impact associated with the grant process.

Attachments

Link: [Resolution](#)

Link: [MOU](#)

RESOLUTION NO. 2011-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE A GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS FY 2011 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CORYELL COUNTY AS TO THE DISTRIBUTION OF SUCH FUNDING WITH CORYELL COUNTY, AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS.

WHEREAS, the Bureau of Justice Assistance (BJA) through the Office of Justice Programs is authorized to administer the FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The purpose areas of the FY 2011 JAG funds are that they may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, criminal justice information systems for criminal justice that will improve or enhance such areas as: law enforcement programs; prosecution and court programs; prevention and education programs; corrections and community corrections programs; drug treatment and enforcement programs; planning, evaluation, and technology improvement programs; and crime victim and witness programs (other than compensation); and

WHEREAS, the City of Copperas Cove, in the State of Texas, is qualified to apply for grant funds under the Request for Applications.

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

SECTION 1.

That the City Manager is authorized to execute a Memorandum of Understanding between the City and Coryell County allocating \$5,366 to the City and \$5,366 to Coryell County for a total of \$10,732 in available grant funding from the Bureau of Justice Assistance (BJA), Office of Justice Programs for the FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

SECTION 2.

That the City Manager is authorized to apply for and accept such funding in the amount of \$10,732 of which the City portion is \$5,366 and the Coryell County portion is \$5,366. No matching funds are required.

SECTION 3.

That the City Manager will act on behalf of the City of Copperas Cove and the Copperas Cove Police Department in all matters related to the grant application and any subsequent grant contract and grant project that may result, and the City Manager will act on the City's behalf in administering the grant.

SECTION 4.

That the City of Copperas Cove will comply with the grant requirements of the Bureau of Justice Assistance (BJA), Office of Justice Programs FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG) Program and the State of Texas and the conditions of the Memorandum of Understanding.

SECTION 5.

That grant funds will be used only for the purpose for which they are intended under the grant.

SECTION 6.

That the City of Copperas Cove, in the event of loss or misuse of the Bureau of Justice Assistance (BJA), Office of Justice Programs FY 2011 Edward Byrne Memorial Justice Assistance Grant (JAG), will reimburse the Bureau of Justice Assistance (BJA), Office of Justice Programs, the full amount of the City's portion of the grant award.

PASSED, APPROVED, AND ADOPTED on this 21st day of June 2011 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:

APPROVED AS TO FORM:

Jane Lees, City Secretary

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

THE STATE OF TEXAS
COUNTY OF CORYELL

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF COPPERAS COVE, TEXAS AND COUNTY OF CORYELL, TEXAS**

2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 13th day of June, 2011, by and between The COUNTY of CORYELL, acting by and through its governing body, the Commissioners' Court, hereinafter referred to as COUNTY, and the CITY of COPPERAS COVE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of CORYELL County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 7, Texas Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to act as the fiscal agent for this grant and provide the COUNTY \$5,366 from the JAG award for the Coryell County Sheriff's Office Software and Technology Upgrade Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$5,366 of JAG funds.

Section 2.

COUNTY agrees to use \$5,366 for the Coryell County Sheriff's Office Software and Technology Upgrade Program by September 30, 2014.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF COPPERAS COVE, TEXAS

COUNTY OF CORYELL, TEXAS

Andrea Gardner, City Manager

John E. Firth, County Judge

ATTEST:

ATTEST:

Jane Lees, City Secretary

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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

Brandon Belt, County Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Date: 06/21/2011

Contact: Ryan Haverlah, Asst Dir Finance/Budget Dir,
Finance

Information

SUBJECT

Consideration and action on approval of a resolution amending the authorized TexSTAR representatives for the City of Copperas Cove, Texas. ***Ryan Haverlah, Assistant Director of Financial Services/Budget Director***

BACKGROUND/HISTORY

The City of Copperas Cove invests funds in TexSTAR investment pools. In order to deposit and withdraw funds from the City's TexSTAR accounts, City Council must designate representatives authorized to complete transactions. The City Manager will be the authorized individual primarily responsible for depositing and withdrawing from the TexSTAR accounts; however, the City Manager has designated the actual daily responsibility to the Director of Financial Services and the Assistant Director of Financial Services. The attached resolution identifies the appropriate staff and delineates authorization for each staff member.

FINDINGS/CURRENT ACTIVITY

On May 3, 2011, the City Council approved a resolution designated representatives for the City; however, TexStar doesn't allow more than one primary representative to be designated per account holder. Thus, a new resolution is required and attached for Council consideration.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Resolution No. 2011-27, amending the authorized TexSTAR representatives for the City of Copperas Cove, Texas.

Attachments

Link: [TexSTAR Resolution](#)

RESOLUTION NO. 2011-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, AMENDING AUTHORIZED TEXSTAR REPRESENTATIVES FOR THE CITY OF COPPERAS COVE.

WHEREAS, the City of Copperas Cove, Texas (“Participant”) is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investment; purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the TexSTAR, a public funds investment pool, was created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1.

- A.** That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexSTAR and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B.** That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representatives (1) is assigned job duties that no longer require access to the Participant’s TexSTAR account or (2) is no longer employed by the Participant; and
- C.** That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participants;

Authorized Representatives of the Participant are listed below. These individuals will be issued P.I.N. numbers.

1. Name: Andrea M. Gardner Title: City Manager
agardner@ci.copperas-cove.tx.us

Signature: _____

Phone Number: (254) 547-4221

2. Name: Velia M. Key Title: Director of Financial
vkey@ci.copperas-cove.tx.us Services

Signature: _____

Phone Number: (254) 547-4221

3. Name: Ryan D. Haverlah Title: Assistant Director of
rhaverlah@ci.copperas-cove.tx.us Financial Services/Budget
Director

Signature: _____

Phone Number: (254) 547-4221

4. Name: Tim Molnes Title: Police Chief/Assistant City
tmolnes@ci.copperas-cove.tx.us Manager

Signature: _____

Phone Number: (254) 547-8222

List the names of the Authorized Representatives listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Andrea M. Gardner
agardner@ci.copperas-cove.tx.us

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information:

4. Name: Stephanie Potvin Title: Project Accountant
spotvin@ci.copperas-cove.tx.us

Dawn Farmer Title: Accounting Tech
dfarmer@ci.copperas-cove.tx.us

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexSTAR receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at a regular meeting held on the 21st day of June 2011.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

Date: 06/21/2011

Contact: Silvia Rhoads, Executive Director,
Keep Copperas Cove Beautiful

Information

SUBJECT

Consideration and action on authorizing a street closure during the Downtown Spruce Up - One Block at a Time. *Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful*

BACKGROUND/HISTORY

The Chamber of Commerce and Keep Copperas Cove Beautiful have joined together to complete another beautification project. The project will be the second time the two entities have partnered together to improve a section of Copperas Cove.

The first project, conducted in 2007, was a one day beautification make-over for two businesses located on Highway 190. The project consisted of pressure washing, painting, replacing old signs, and planting shrubs for Cove Feed & Seed and the local Allstate office.

FINDINGS/CURRENT ACTIVITY

The dates planned for the two day project are June 24 and 25, 2011. The proposed area for the beautification is one block on Avenue E, between Main and Second Street. The plan is to ask for volunteers to pressure wash the sidewalk areas and any buildings in need of cleanup, tear out and cut down overgrown brush and weeds (to be placed in a roll off container, so it is disposed properly at the City's compost facility), and place stone aggregate trash containers throughout the one block area.

The Police Department, Fire Department, Public Works, City Engineer and Street Department have been notified of the project. The Chamber of Commerce is responsible for seeking TxDOT approval for the project.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of the requested street closure on the dates specified.

Fiscal Impact

FINANCIAL IMPACT:

Any costs incurred for the project are expected to be minor and primarily consist of providing food and drinks for the volunteers.

Date: 06/21/2011

Contact: Polo Enriquez, CCEDC Executive Director

Information

SUBJECT

Consideration and action on approving changes to the Copperas Cove Economic Development Corporation Bylaws. ***Polo Enriquez, Executive Director, Copperas Cove Economic Development Corporation***

BACKGROUND/HISTORY

The CCEDC has a responsibility to complete routine reviews of the bylaws and other documents that allow for the operation of the organization as well as the management of business. Such a review has recently taken place and on May 26, 2011, the CCEDC Board of Directors approved certain changes to the bylaws.

Section 7.01 and Section 7.02 state that the CCEDC bylaws are not in force until approved by the Unit (City Council).

FINDINGS/CURRENT ACTIVITY

The CCEDC Board of Directors found that certain changes to the bylaws are necessary. They are listed below and also noted in the attachment.

Section 1.04

Remove: \$15,000

Replace with: \$25,000

Section 4.09

Remove: Cause to be recorded all votes and the minutes of all proceedings in a book to be kept for the purpose and shall perform like duties for the standing committee when required.

Replace with: Cause to be recorded accurate minutes of the proceedings in compliance with all statutes and ordinances governing the EDC as well as the bylaws and resolutions of the City Council.

Section 4.12

Add new language: In addition within 90 days of taking the oath of office the board member shall complete the courses of training of not less than one and not more than two hours regarding the responsibilities of the government body IAW Chapter 551 of the Open Meeting Act and Chapter 552 of the Public Information Act, these courses may be completed on the current State of Texas Web sites.

Section 5.02

Remove: January, April, July, October

Replace with: February, May, August, November

Section 7.03

Remove: \$90,000

Replace with: \$100,000

Remove: \$300

Replace with: \$500

ACTION OPTIONS/RECOMMENDATION

The Copperas Cove EDC Board of Directors recommends that the City Council approve changes to its Bylaws.

Attachments

Link: [Bylaws showing track changes](#)



CORPORATE BYLAWS

Approved by City Council 11-17-09

Amended by City Council 2-2-10

ARTICLE I POWERS AND PURPOSES

Section 1.01

In order to implement the purposes for which the Corporation was formed as set forth in the Articles of Incorporation, the Corporation shall receive, secure, and reimburse tax proceeds from the half cent sales tax for economic development and may issue obligations to finance all or part of the cost of one or more "projects" or other uses authorized by Chapters 501, 502 and 504 of the Texas Local Government Code (the "Act"), as amended (the "Code").

Section 1.02

The Corporation shall not issue any bonds or certificates of obligation pursuant to the Code, unless the City of Copperas Cove City Council (the "Unit") has approved said action by resolution, adopted no less than thirty (30) days prior to the date of the issuance of the bonds or certificates of obligation. The Unit shall have the authority to direct the Corporation to expend funds and issue bonds or certificates of obligation to support eligible projects pursuant to the Code.

Section 1.03

The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors (the "Board of Directors") and committees having any of the authority of the Board of Directors. All books and records of the Corporation shall be kept at the principal office of the Corporation where they shall be available to the public in accordance with the Texas Public Information Act, Sec 552 et seq., Texas Government Code, as amended. The Unit shall

approve all programs and expenditures of the Corporation and annually review any financial statements of the Corporation.

Section 1.04

Amended by the City Council, 02-02-10

All expenses made by the Corporation shall comply with the Code and all capital project fund expenses exceeding ~~\$15,000~~ **\$25,000** made by the Corporation shall comply with the Code and must be presented to the Unit for specific authority. No part of its funds shall be used to benefit any individual, firm or corporation, except in compliance with the Code. No obligation or expenditure shall be made by the Corporation unless the Board of Directors shall determine that sufficient provision has been made for full payment of said obligation or expenditure, including but not limited to repayment of bonds issued in the name of the Corporation.

**ARTICLE II
DIRECTORS**

Section 2.01

The property and affairs of the Corporation shall be managed and controlled by the Board of Directors, subject to the restrictions imposed by law, the articles of incorporation and bylaws, and shall be composed in its entirety of persons appointed by the Unit.

Section 2.02

Vacancies in the Board shall be filled by the appointment of successor Directors by the Unit.

Section 2.03

The property and business of the Corporation shall be managed by the Board of Directors, which may exercise all powers of the Corporation.

Section 2.04

The number of Directors shall be five (5). Directors shall serve a term which consists of three years and are eligible for re-appointment upon approval of the Unit. Directors shall be removable at any time by the Unit official majority vote.

Section 2.05

The annual meeting of the Corporation shall be held at the principal office of the Corporation to coincide with the Regular October Meeting of the Board of Directors. All other meetings may be held at the place selected within the corporate limits of the City of Copperas Cove, Texas. Every Annual, Regular, or Special Meeting of the Board of Directors shall be open to the public, except as otherwise permitted by the Constitution of the State of Texas or by the Open Meetings Act, Texas Government Code Chapter 551.

Section 2.06

Regular meetings, other than the annual meeting, may be held at such time as shall from time to time be determined by resolution of the Board and with such notice as may be required by law.

Section 2.07

Special meetings of the Board may be called by the Chairman on three days' notice to each Director, either personally, by regular mail or by electronic mail. Special meetings may also be called by the Secretary in a like manner on the written request of two Directors.

Section 2.08

Written notice of the date, hour, place and subject of each meeting of the Board of Directors shall be posted in compliance with Chapter 551, Texas Local Government Code, as amended.

Section 2.09

At all meetings of the Board of Directors the presence of three Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. Unless otherwise provided in these Bylaws or in the Articles of Incorporation or as required by law, the act of a simple majority of the Directors present at any meeting for which a quorum is present shall be the act of the Board of Directors. Any Director may bring to the attention of the meeting any apparent conflict of interest or potential conflict of interest of any other Director, in which case the Board of Directors shall determine whether a true conflict of interest exists before any vote shall be taken regarding that particular matter. The Director as to whom a question of interest has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists.

Section 2.10

Public hearings required under Section 147(f) of the Internal Revenue Code of 1954, as amended, may be called and conducted by any officer or Director of the Corporation, and such officer or Director may establish the date, place, and time of the hearing and may give notice of the hearing.

Section 2.11

The Board of Directors may, by resolution or resolutions adopted by a majority of the whole Board of Directors, establish one or more committees, each committee to consist of two or more of the Directors of the Corporation. Such committee or committees shall have such name or names, and such powers, as may be determined from time to time by resolution adopted by the Board of Directors.

Section 2.12

The committee shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

Section 2.13

Directors, as such, shall receive no compensation for services rendered as Directors, but shall be reimbursed for all reasonable expenses incurred in performing their duties as Directors.

ARTICLE III NOTICES

Section 3.01

Whenever under the provisions of the statutes or these Bylaws, notice is required to be given to any Director, it shall not be construed to mean personal notice, but such notice may be given in writing, by regular mail or electronic mail addressed to such Director at such address as appears on the books of the Corporation and such notice shall be deemed to be given at the time when the same shall be thus mailed.

Section 3.02

Whenever any notice is required to be given under the provisions of the statutes or of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE IV OFFICERS

Section 4.01

Each year at the Annual meeting in October, the Board of Directors will organize, appointing a Chairman, Vice-Chairman, Secretary, and Treasurer.

Section 4.02

The officers of the Corporation chosen pursuant to Section 4.01 shall serve until their successors are chosen and qualify in their stead.

Section 4.03

The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

Section 4.04

Any officer may be removed at any time by the affirmative vote of a majority of the whole Board. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

The Chairman

Section 4.05

The Chairman shall preside at all meetings of the Board of Directors.

Section 4.06

The Chairman shall be an ex officio member of all standing committees, shall have a general supervision of the management of the business of the Corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect.

Section 4.07

Once reviewed and approved by the Unit, the Chairman may execute bonds, mortgages, and other contracts requiring a seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

The Vice-Chairman

Section 4.08

The Vice-Chairman, in the absence or disability of the Chairman, performs the duties and exercises the powers of the Chairman and shall perform such other duties as the Board of Directors shall prescribe.

The Secretary

Section 4.09

The Secretary shall attend all sessions of the Board of Directors and ~~cause to be recorded all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committee when required~~ **cause to be recorded accurate minutes of the proceedings in compliance with all statutes and ordinances governing the EDC as well as the bylaws and resolutions of the City Council.** He shall give, or cause to be given, notice of all special meetings of the Board of Directors and shall perform other such duties as may be prescribed by the Board of Directors or the Chairman, under whose supervision he shall be. He shall keep in safe custody the seal of the Corporation and, when authorized by the Board, affix the same to any instrument requiring it, and when so affixed, it shall be required as to instruments executed in the course of ordinary business he shall attest to the signature of the Chairman or Vice-Chairman and shall affix the seal hereto.

The Treasurer

Section 4.10

To the extent not otherwise provided by the Board of Directors, by rules or regulation, in resolutions relating to the issuance of bonds, or in any financing documents relating to such issuance, the Treasurer shall have the custody of the Corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in a depository previously

selected and secured as provided for under law for municipal funds, shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Chairman and Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation.

Section 4.11

The Board of Directors may require the Chairman, Vice-Chairman, the Secretary, and the Treasurer to give the Corporation bond in such sums and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of their office and for the restoration of the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

Section 4.12

All members of the Board of Directors shall be required to attend the Basic Economic Development Course (BEDC) at an acceptable institution of higher learning within twelve months of the initial appointment date to the Board of Directors. An acceptable alternative course that would meet the BEDC's curriculum requirements may be substituted with approval in advance by a majority vote of the other Board of Directors. If because of scheduling requirements or no course vacancies are available, one six-month extension period to the requisite may be granted by a majority vote of the Board of Directors. Otherwise, if this prerequisite is not met with the prescribed time frame, the Board of Directors shall, within thirty days of the end of the prescribed period, recommend to the Unit that the non-complying Board member's position be declared vacant by the Board of Directors within thirty days of the end of the prescribed period. **In addition, within 90 days of taking the oath of office, the Board Member shall complete the courses of training of not less than one and not more than two hours regarding the responsibilities of the government body IAW Chapter 551 of the Open Meeting Act and Chapter 552 of the Public Information Act. These courses may be completed on the current State of Texas Web sites.**

Section 4.13

Regular attendance at the Board of Directors' meeting is required of all Directors. Should any Director miss three consecutive meetings without being excused by the remaining Directors or attendance reflecting unexcused absences constituting fifty percent (50%) of the regularly scheduled meetings over any twelve month period. In the event replacement is indicated, Director will be counseled by the Chairman and, subsequently, the Chairman shall submit, in writing, to the City Secretary, a statement informing the Unit of the need to replace the Director in question. The office shall be declared vacant and filled in accordance with these Bylaws.

Section 4.14

The City Manager or designee or the Unit designee may attend all meetings of the Board of Directors, including executive, private or public. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring the flow of information occurs to assist project movement.

ARTICLE V FISCAL PROVISIONS

Section 5.01

No dividends shall ever be paid by the Corporation and no part of its net earning remaining after payment of its expenses shall be distributed to or inure to the benefit of its directors or officers or any individual, firm, corporation, or association, except that in the event the Board of Directors shall determine that sufficient provision has been made for the full payment of the expenses, bonds, and other obligations of the Corporation, then any net earnings, of the Corporation thereafter accruing shall be paid to the City of Copperas Cove, Texas.

Section 5.02

The Board of Directors shall have prepared for each annual meeting a full and clear statement of the business and condition of the Corporation. The Corporation will be audited annually. The audit shall be presented to the Unit for review. Once a quarter the Corporation shall submit to the Unit a Quarterly Report containing unaudited financial status and other significant activities of the Corporation. Quarterly Reports shall be given in ~~January~~ **February** (report will cover October, November and December), ~~April~~ **May** (report will cover January, February and March), ~~July~~ **August** (report will cover April, May and June) and ~~October~~ **November** (report will cover July, August and September).

Section 5.03

All checks or demands for money and notes of the Corporation shall be signed by such officers as the Board of Directors may from time to time designate, provided that in no event shall a check be negotiable until it is signed by at least two officers.

Fiscal Year

Section 5.04

The fiscal year shall be from October 1 to September 30 each year.

Section 5.05

The Executive Director shall sixty (60) days prior to the beginning of each fiscal year, prepare and submit to the Board of Directors a proposed budget for the fiscal year. The budget shall provide a plan for a program of activities. It shall also include a budget message, explain any major changes in fiscal policy, and any notable changes from the current budget in expenditure and revenue items. It shall also show revenues and expenditures to date for the current year. The proposed budget shall also provide a list of estimated revenue sources and proposed expenditures by fund and category. It shall also show a schedule of any debt owed by the Corporation and the requirements for the repayment of all debt by issue or class. The budget shall also include a category for Capital Projects, if proposed, that is within the operating budget. Capital Projects shall have a summary of proposed programs along with financing methods, cost estimates and an initial time schedule, if available, for each improvement. The budget will be submitted to the Unit prior to the beginning of each fiscal year for final review and approval by the Unit.

Fiscal Policy for Maintaining Adequate Level of Reserves in Corporation's Operating Fund and Other Funds Section 5.06

The Corporation shall maintain unencumbered cash reserves equivalent to three (3) months expenditures for the Operating Fund. This twenty-five (25) percent designated reserve shall be based on the approved Operating Fund Budget for that year. Any long-term debt shall have at least a three (3) month reserve or whatever is required by bond ordinance or instrument (once reviewed and approved by the Unit). Unencumbered cash reserves in excess of the recommended amounts may be moved to the Capital Projects Fund upon approval by the Board of Directors. The Capital Projects Funds may be

used in a manner prescribed by the Board of Directors for a major capital outlay, capital improvement, land acquisition, or other items allowed by Texas Law. Disbursement from the Capital Project Fund shall be by budget appropriation. Upon approval by the Unit funds may also be transferred from the Capital Project Fund to the Operating Fund Reserve when the level of reserve falls below minimum levels with approval of the Board of Directors.

Section 5.07

The Executive Director shall be authorized to complete line item transfers within the Budget, without increasing the total Budget. These line item transfers will be completed by Budget Reallocation, as needed, and will be presented to the Board of Directors for approval. Estimated expenditures shall not exceed estimated resources. If at any time the Budget needs to be amended through an increase, a majority vote of the Board of Directors and approval of the Unit will be required.

Section 5.08

Temporary and idle funds which are not needed for immediate obligations of the Corporation may be invested in any legal manner provided by the Public Funds Investment Act and authorized by the approved Copperas Cove Economic Development Corporation Investment Policy.

**ARTICLE VI
OFFICES**

Section 6.01

The principal office of the Copperas Cove Economic Development Corporation (the "Corporation") shall be at 210 South First Street, Copperas Cove, TX, 76522.

ARTICLE VII

Section 7.01

These Bylaws are not in force until approved by the Unit.

Section 7.02

These Bylaws may not be altered, changed, or amended in any manner without review and approval by the Unit.

Section 7.03
Executive Director

The salary of the Executive Director may not exceed ~~\$90,000~~ **\$100,000** per year without approval of the Unit and the auto allowance provided to the Executive Director may not exceed ~~\$300~~ **\$500** per month without the approval of the Unit.

The Executive Director position shall be posted with the following desired/preferred minimum qualifications for certification requirements: (1) be a graduate of the Economic Development Institute (EDI) within two years from date of employment; and (2) must reside in the corporate City limits of Copperas Cove within six months from date of employment.

APPROVED BY THE UNIT ON THIS 21th Day of June, 2011 at meeting held in compliance with the Open Meetings Act (Texas Government Code, Article 551.001 et seq), at which meeting a quorum was present and voting.

John Hull, Mayor
City of Copperas Cove

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

APPROVED BY THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
this 23rd Day of June, 2011 at which meeting a quorum was present and voting.

Dan Yancey, Chairman

ATTEST:

Ray Don Clayton, Secretary

Date: 06/21/2011

Contact: Mike Heintzelman, Deputy Police Chief,
Animal Control

Information

SUBJECT

Consideration and action on appointment of one (1) member residing within the city limits to the Copperas Cove Animal Shelter Advisory Committee. ***Mike Heintzelman, Deputy Chief of Police***

BACKGROUND/HISTORY

During a Regular Council meeting on February 15, 2011 Ordinance No. 2011-12 Section 3-80 was approved with an effective date of March 15, 2011 allowing for an additional member to the Copperas Cove Animal Shelter Advisory Committee. The additional member must reside within the city limits and be appointed by the City Council.

FINDINGS/CURRENT ACTIVITY

Applicants meeting the requirements have submitted applications that are attached for your review.

The following individuals are seeking appointment as a member to the Copperas Cove Animal Shelter Advisory Committee:

Ms. Robyn Bandinel
Mr. Beau Brabbin

ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council appoint one (1) individual to the Copperas Cove Animal Shelter Advisory Committee.

Attachments

Link: [Bandinel](#)

Link: [Brabbin](#)

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

Please attach your resume (optional).

Board Preference 1: Animal Advisory Board - Humane

Board Preference 2: _____
Name: Robyn Bandini *position or whatever comes open*

Street Address: 1406 Pony Express Lane

City Resident: 6+ years Personal E-Mail: robyn1160 at yahoo

Primary Phone: 254-458-7575 Home Fax: _____

Profession: Esthetician

Business Name: Elike Esthetics/Complete Skin Care

Business Address: _____

City: Copperas Cove State Tx Zip: 76522

Business Phone: 458-7575 Business Fax: _____

Business E-Mail: _____

Experience or special knowledge applicable to City board or commission function:
Resume attached

Civic Activities/Professional Affiliations _____

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

Signature *[Handwritten Signature]*

Date Feb 15, 2011

Please return completed application and resume to:
City Secretary's Office, City Hall
507 S. Main Street, Copperas Cove, Texas 76522
Phone: (254) 547-4221



2-22-11
[Handwritten mark]

ROBYN BANDINEL

Phone: (254) 458-7575

Email: robyn1160@yahoo.com

Complete Skin Care by Robyn, Killeen Texas 2004-

Clinical Esthetician

Owned and Operated fully equipped Skin Care Salon

Facials, Waxing, Microdermabrasion, Peels and Permanent Cosmetics

Hana Med Spa, San Antonio, TX

Clinical Esthetician

2003-2004

Trained in Microdermabrasion, Laser Hair and Tattoo Removal

Advanced Training TCA, Glycolic Peels, Green Peels

Knowledge with fillers and Botox

Advanced Medical Aesthetics training with Dr. Robert West

Facials, Waxing, Spa Treatments, Skin Care Products and Makeup

Mary Kay Skin Care Cosmetics, Miami, FL 1997-2000

Cosmetics Director

Supervised and trained a team unit of fifty women on selling, servicing and building relationships with their client base. Participated in and directed market strategies and money management seminars for the women in my team. Of 500,000 consultants worldwide, promoted to top two percent of the company as a Director, a result of high sales productivity and team building skills.

ABC Telecommunications Services, Miami, FL 1995-1997

Communications Analyst

Responsible for long distance communication sales and account upgrades. Demonstrated advanced wireless communication systems. Maintained existing accounts and developed new accounts within my territory.

Humane Society of Greater Miami 2000-2003

Shelter Manager-Fine Soffer Shelter

Managed Animal Shelter to ensure efficient, humane functioning of daily shelter operations. Interviewing, selecting, hiring, and training of applicants and employee scheduling. Directing work, assessing job performance, correcting unsatisfactory employee job conduct and performance addressing and resolving complaints and work related issues. Involved in animal health issues and record keeping insuring all animals are bathed and given appropriate vaccinations and medications. Implemented humane education public awareness programs in schools and fundraising events. Responsible for all areas of customer service and in house volunteer training.

Dolphinage Sanctuary Trust, Inc., Sarasota, FL 1991-1994

Director & Founder/Marketing and Fundraising

Responsible for raising funds for non-profit organization named "The Dolphinage". Created and organized three major fund raising events per year. Coordinated and wrote advertising and promotional material for public T.V. and radio spots as well as columns for the Florida Quarterly and Sarasotan Quarterly. Spoke to special interest groups, public schools and at community events to promote the Dolphinage, as well as educate the public towards the importance of worldwide awareness.

Pelican Society, Sarasota, FL

1989-1993

Volunteer Docent

Duties included educating local school children towards the importance of saving these protected birds. Worked on hand feeding and caring for sick and wounded birds of paradise

Seaworld Marine, Seaworld, Orlando, FL

1986-1988

Mammal Trainer

Duties included training, programming and delivery of seven shows a day, health maintenance preparation and administration for all animals involved in these specific shows. Specialized in training and utilizing operant conditioning of varied techniques working with otters, sea lions and walrus.

Sea Life Park, Kailua, Hawaii

1985-1986

Public Education -Volunteer

Duties included designing, scheduling and delivery of educational programs for school children focusing on marine ecology, wildlife familiarity and active protection programs. During this time I also was involved as a part time volunteer, working with three adult monk seals at the Waikiki Aquarium in Honolulu.

Biosystems Division of Seaco, United States Navy, Kailua, Hawaii

1984-1985

Dolphin Trainer

Duties included dietary care of dolphins, monitoring and precise charting of behavior and training, intensive training through operant conditioning and project research, testing and evaluation. The contracted project involved a three-month scientific study of hydrodynamics and ergo metrics using two adult dolphins

EDUCATION

- Manatee Community College, Bradenton, FL.
- University of South Florida –Journalism/Animal Science
- Esthetics – Licensed/Certified Texas. 2003

ACTIVITIES

- Miami Chamber of Commerce
- Miami-Dade Women's Chamber of Commerce
- Volunteer Work for Animal Shelters, Hospitals, Homeless and Drug Rehabilitation Centers
- Volunteer for Cat Network
- Volunteer/Writer for Wildlife in Crisis
- Volunteer rescue for HSUS Katrina- New Orleans

Candidate Application for City Council-Appointed Boards & Commissions

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

Please attach your resume (optional).

Board Preference 1: Animal Shelter Advisory Committee

Board Preference 2: _____

Name: Beau B. Brabbin

Street Address: 722 W Ave B Copperas Cove, Tx 76522

City Resident: 4 years Personal E-Mail: _____

Primary Phone: (682) 459-3850 Home Fax: _____

Profession: Code Compliance Officer

Business Name: City of Copperas Cove

Business Address: 507 S Main St. E

City: Copperas Cove State Tx Zip: 76522

Business Phone: 542-8966 Business Fax: _____

Business E-Mail: bbrabbin@ci.copperas-cove.tx.us

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

4 years working as an Animal Control Officer and Senior Animal Control Officer for the City of Copperas Cove

Civic Activities/Professional Affiliations Vice President of the Cove Oasis Shrine Club

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

Beau B. Brabbin
Signature

25 May 11
Date

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



Date: 06/21/2011

Contact: Mike Baker, Fire Chief/Emergency Management Coordinator

Information

SUBJECT

Consideration and action on Acadian Ambulance Service, Inc. application for non-emergency ambulance franchise. *J. Mike Baker, Fire Chief*

BACKGROUND/HISTORY

Acadian Ambulance Service has submitted an application and fee for a non-emergency ambulance franchise in the City of Copperas Cove. Acadian Ambulance Service has acquired ownership of Central Texas EMS that was previously awarded a franchise earlier in the year. The franchise is intended to replace the franchise with Central Texas EMS.

FINDINGS/CURRENT ACTIVITY

The application has been reviewed by the City Manager, City Attorney and Fire Chief in accordance with City ordinance. The fee has been received by the city. The applicant meets the requirements of the ordinance. The franchise is intended to replace the franchise awarded to Central Texas EMS.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council take action on the application by Acadian Ambulance Service, Inc. for non-emergency ambulance franchise in the City of Copperas Cove.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

City will receive revenue of \$2,500.00 for the fee

Attachments

Link: [Franchise Application](#)

Link: [Acadian EMS Fee](#)



May 23, 2011

Andrea Gardner
City Manager
City of Copperas Cove
507 S. Main Street
Copperas Cove, Texas 76522

Subject: Application for Non-Emergency Ambulance Franchise

Dear Ms. Gardner:

Enclosed please find our application for a non-emergency ambulance franchise for the City of Copperas Cove. As per your request, we have formatted this application as a response to the items noted in the applicable ordinance (Chapter 19, Article IV).

Attached you will find letters of support from two licensed health care facilities located within the City of Copperas Cove, a letter of verification as to Acadian's good standing within the City of Austin, and a letter from the Commission on Accreditation of Ambulance Services for Acadian's successful passing of their onsite inspection. We believe that this establishes the community need for our franchise.

We look forward to working with the City to help provide quality medical care and transportation to the citizens of Copperas Cove.

Please contact me directly if you need additional information.

Best regards,

James Troy Mayer
Vice President of Operations
Email: jmayer@acadian.com
Cell: 512-433-9545

cc: Mike Baker, Fire Chief and Emergency Management Coordinator

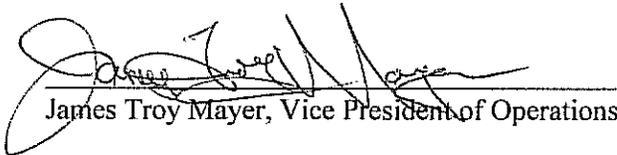


State of Texas County of Bell

BEFORE ME, the undersigned Notary, Roman G. Villarreal, on this 24th day of May, 2011, personally appeared James Troy Mayer known to me to be credible persons and of lawful age, who being by me first duly sworn, on their respective oaths, depose and says:

Pursuant to City of Copperas Cove Ordinances, Chapter 19, Article IV, section 19-83(b), we submit the following:

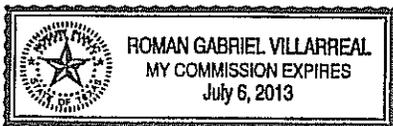
We have complied, in our past operations of Acadian Ambulance Service, and will comply in our future operations of Acadian Ambulance Service, with all regulations imposed by the State of Texas and by the United States which may be applicable to the operation of an ambulance service as defined in the above referenced ordinance of the City of Copperas Cove, Texas.


James Troy Mayer, Vice President of Operations

Subscribed and sworn to before me, this 24th day of May, 2011.



NOTARY PUBLIC My commission expires: July 6, 2013.





Application for Non-Emergency Ambulance Franchise

City of Copperas Cove, Texas

May 23, 2011

Response to Requirements of Chapter 19, Article IV "Private Ambulance Services"

Section 19-82 (a): Public Convenience.

Attached you will find a request from the two existing licensed health care facilities in Copperas Cove as well as the leading hospice agency in the area (letters attached). The health care providers (and employers) request that we be issued a franchise so that we can provide service within the City of Copperas Cove pursuant to the regional provider agreements we currently have in place with those companies.

The growing health-care industry in Copperas Cove and across the region will create a need for more non-emergency ambulance resources. We believe issuing a franchise to Acadian Ambulance Service will help meet this growing need.

Sections 19-82 (b and c): Emergency.

Acadian Ambulance Service will abide by the referenced definition of "emergency" within the City of Copperas Cove. If we receive a call for service that falls under this definition, we will immediately refer that call to the City of Copperas Cove Fire/EMS for response.

Section 19-83 (b): Licensing Generally – required information.

i. a description of the equipment of the applicant to be used in the service

Please find attached an "Acadian Ambulance Vehicle List." We own a total of 41 ambulances and 10 wheelchair vans. All ambulances are appropriately certified and licensed by the Texas Department of State Health Services and

they are equipped and supplied to provide care up to and including the Specialty Care Transport level.

ii. the qualifications of the personnel applicant intends to employ in such service

Please find attached an "Acadian Ambulance Personnel List." All ambulance personnel are certified or licensed by the Texas Department of State Health Services and our human resource department performs basic background checks, including pre-employment drug screening and physical fitness tests on all staff.

iii. the specific services applicant expects to offer to the public

Under this franchise, we will provide non-emergency ambulance service (as defined by this Ordinance) to health-care providers, including skilled nursing facilities, assisted living facilities, hospice agencies and related entities. This will include transports from facilities (or, in the case of hospice, from residences) to hospitals, clinics, diagnostic centers, physician offices and similar locations under circumstances that do not constitute an emergency.

iv. the identity of the applicant

The applicant for this franchise is Acadian Ambulance Service, Inc. Acadian Ambulance Service, Inc is a duly incorporated corporation in the State of Texas. Acadian Ambulance Service, Inc is owned by:

- Richard Zuschlag, CEO: 25% ownership
- ESOP (Employee Stock Ownership Program): 75% ownership

v. statement of liability insurance coverage in force

Please see attached Certificate of Insurance naming the City of Copperas Cove as certificate holder.

vi. an affidavit stating applicant's sworn compliance with all regulations imposed by regulations of the State of Texas and of the United States which may be applicable to the operation of an ambulance service as herein defined

Please find attached.

Section 19-84: License fee.

Certified funds for the license fee are enclosed.

Section 19-85: Rates.

Please find attached our rate schedules for the facilities and hospice agency to which we will be providing service. These rate schedules have been determined to be in compliance with applicable federal rules regarding contracted rates for such services. Additionally, we have attached our "general" rate schedule that would be utilized in the event that we are requested to provide ambulance service to an individual outside of the existing service contracts.

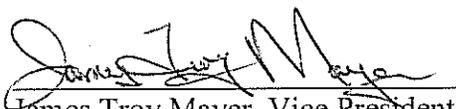
Section 19-87: Liability disclaimer.

We understand and accept that the city and all officers disclaim any and all liability for any pecuniary responsibility or insolvency of any person or insurer or in any manner become liable for any sum or action on account of any claim or act or omission relating to any private ambulance service.

Section 19-88: Exceptions.

(b) Acadian Ambulance Service will respond to any request for mutual aid from the City of Copperas Cove or its duly authorized representatives to the best of our ability, under the direction of the city or its duly authorized representative.

Respectfully submitted:



James Troy Mayer, Vice President of Operations
Acadian Ambulance Service, Inc.



ACADIAN AMBULANCE SERVICE, INC.

Fees for Service
(Commercial Insurance)
January 2010

BLS Transport	\$750.00
ALS Transport	\$850.00
Specialty Care Transport	\$1100.00
Mileage	\$11.50/mile
Wheelchair Van Transport 1-Way	\$65.00
Wheelchair Van Transport Mileage	\$6.50/mile
Standby per hour	\$150.00
Team transport	\$200.00

Additional charges may apply for specialty procedures and medications.

ACADIAN AMBULANCE SERVICE



Fees for Service

March 2011

Vista Care Hospice

BLS Transport	\$195.00
ALS Transport	\$235.00
Mileage	\$6.75/mile
Wheelchair Van Transport 1-Way	\$40.00
Wheelchair Van Transport Mileage	\$4.00/mile

A handwritten signature in black ink, appearing to read 'James Troy Mayer', is written over the printed name.

James Troy Mayer
Vice President of Operations



Employee list as of 23-May-11

Employee	Certification	Cert/Lic #	Exp. Date
Adinoff, Zack	STEMTP	701346	12/31/2014
Alexander, Melisa	EMT	711816	8/31/2013
Amrhein, Manfred	EMT	714445	3/31/2014
Anders, Chad	EMT-P	162803	10/31/2011
Arriola, Lauren	EMT	701043	5/31/2011
Autry, Michael	EMT	704922	4/30/2012
Bailey, Sylvia	EMT	710762	6/30/2013
Barnett, Michael	EMT	705495	5/31/2012
Barron, Ricardo	STEMTB	716351	07/31/2014
Basse, Andrea	EMT-P	131800	7/31/2014
Beimer, Russell	EMT	166043	7/31/2013
Benton, Stephen	EMT-P	175325	10/31/2012
Bethke, Michael	EMT	111882	10/31/2013
Bethke, Steven	EMT	22098	7/31/2011
Biggs, Donna	EMT-P	712253	11/30/2014
Boyd, Kristin	LP	131683	11/30/2014
Brown, Douglas C	CCP	148310	3/31/2013
Brown, Ryndol III	EMT	158190	10/31/2012
Bruns, Karrie	EMT	700489	12/31/2014
Cain, Rose	STEMTP	154640	03/31/2014
Cannon, Travis	EMT-I	164171	10/31/2014
Carter, Lloyd	STEMTP	160693	04/30/2013
Castillo, Christopher	EMT	706582	8/31/2012
Cave, Carmon W	EMT	703910	1/31/2012
Cave, Chris	EMT-P	125596	10/31/2011
Chaffer, Sterling	EMT-P	130880	5/31/2013
Clapper, Matthew	STEMTP	57745	09/30/2014
Clarke, Matthew	STEMTB	713902	01/31/2014
Coleman, David	STEMTB	125812	06/30/2012
Coleman, Rick	EMT	702190	8/31/2011
Cooley, Lawrence	EMT	705972	6/30/2012
Coone, Brad	EMT-I	60090	9/30/2012
Cornelius, Steven	EMT-P	708738	10/31/2014
Cortez, Chris	EMT	706104	6/30/2012
Coulston, Shane	EMT-P	135588	2/28/2014
Crane, Donna	EMT-P	91667	9/30/2013
Critchfield, Chad	EMT	715718	5/31/2014
Crouse, John	STEMTP	709621	12/31/2014
Davis, Bradlee	EMT-P	718738	1/31/2015

Employee	Certification	Cert/Lic #	Exp. Date
Davis, Clinton	EMT-P	102257	10/31/2014
Davis, Jimmy	EMT	713154	11/30/2013
Degges, Randall	EMT-P	47295	1/31/2012
Demps, Jasmine	STEMTB	712792	10/31/2013
Dionne, Paul	EMT	169153	3/31/2014
Dore, Daniel	STEMTP	31522	11/30/2013
English, Dallas	STEMTB	712947	10/31/2013
Eno, Jarrod	EMT-P	715024	4/30/2014
Eschete, Justin H	EMT-P	134863	11/30/2011
Evans, Jessie	EMT-P	177109	9/30/2012
Fagan, Donna	STEMTP	720,160.00	4/30/2015
Ferguson, Dallas	STEMTB	711986	09/30/2013
Ferguson, Thomas	STEMTI	704035	08/31/2014
Ford, Shaun	EMT	715864	6/30/2014
Frame, Braden	EMT	715761	5/31/2014
Free, Heidi	EMT	706975	9/30/2012
Fuentes, Mario G	EMT	154483	11/30/2012
Gafford, Shawn	STEMTP	162452	02/28/2013
Garrison, Travis	EMT	707422	10/31/2012
Gentry, Mark	STEMTP	710687	04/30/2015
Gerlinger, Shannon	STEMTP	714883	04/30/2014
Gilbreath, Wesley	EMT-P	136057	12/31/2012
Gomez, Edward	EMT-P	37648	7/31/2011
Goodwin, Rebecca	EMT	124542	5/31/2011
Goodwin, Thomas	EMT	174645	7/31/2014
Gralewski, Caren	EMT	701462	7/31/2011
Graves, John	DISP/EMT-P	9714	7/31/2012
Green, Chasity	EMT-P	714383	9/30/2014
Haisler, Jason	LP/CCP	117464	6/30/2014
Hamilton, Heather	EMT-P	141859	2/28/2013
Harris, Angela	EMT	707603	10/31/2012
Harris, April	STEMTB	713,701.00	01/31/2014
Harris, Karon	STEMTP	33975	09/30/2011
Harvey, Barry	STEMTB	714735	03/31/2014
Houston, Nathan	EMT	709755	3/31/2014
Huffman, Bill A	EMT	139754	9/30/2013
Hunter, William	EMT-P	160177	6/30/2013
Ingraham, Michael	LP	2043	3/31/2015
Jackson, Bryan	STEMTB	712364	09/30/2013
Jacobsen, Patrick	STEMTB	712001	04/30/2015
Johnson, Raymond	EMT	706270	7/31/2012
Kallus, Johnny	EMT-I	12072	12/31/2014
Kazin, Gerald	STEMTI	146453	05/31/2011
Keirn, Timothy	STEMTB	713223	11/30/2013
Khammash, Majdi	STEMTP	705370	05/31/2012
Kimler, Shane	STEMTB	174534	11/30/2011

Employee	Certification	Cert/Lic #	Exp. Date
Kloss, Skipton	STEMTB	703577	12/31/2011
Koepke, Ashley	EMT	715440	5/31/2014
Kopka, Vincent	STEMTB	717938	10/31/2014
Kuhn, Mark	EMT	62852	3/31/2014
Leger, Herman	STEMTP	174200	05/31/2014
Lewis, Jason	EMT-P	143371	9/30/2012
Licavoli, Michael	STEMTP	176160	09/30/2011
Lockett, Matthew	STEMTB	702723	09/30/2011
Lohman, David	EMT-P	15730	7/31/2012
Lourcey, Louis	CCP	3137	9/30/2011
Love, Jeremy	STEMTB	715906	06/30/2014
Lovett, Tiffany	EMT-P	717230	9/30/2014
Luce, Christopher	LP	117944	5/31/2012
Marek, Dennis D	EMT-P	46362	8/31/2011
McAtee, Adam B	EMT-P	706157	9/30/2014
McCain, Brent	EMT-P	27021	8/31/2014
McClung, Barry	STEMTP	1522	12/31/2011
McDermott, Joshua	STEMTP	713748	01/31/2014
Menix, Traci	EMT-P	173388	9/30/2011
Miller, James	EMT	140088	11/30/2013
Miller, Theresa	EMT-I	119285	3/31/2015
Mockler, John	STEMTB	709457	03/31/2013
Morales, Obed	STEMTP	162535	06/30/2012
Morgan, David	STEMTP	163086	06/30/2012
Motheral, Anna	EMT-P	703664	3/31/2013
Murillo, Michael A	EMT-P	167518	9/30/2012
Murphy, Daniel	STEMTP	112577	05/31/2012
Neil, Henry	STEMTP	145979	05/31/2013
Newell, Audra	EMT-P	707466	5/31/2014
Newman, Brandon C	EMT-P	106758	8/31/2012
Nord, Clayton	STEMTP	136088	11/30/2011
Parks, Justin	STEMTB	707911	12/31/2012
Peiser, Robert A	EMT	146723	10/31/2014
Perez, Lupe	STEMTP	171644	05/31/2012
Perez, Patricia	EMT	718624	12/31/2014
Petermann, Jerrold	STEMTP	709903	07/31/2014
Porter, Justin	EMT-P	121095	10/31/2012
Price, Frank	STEMTP	139331	07/31/2014
Puckett, James L	EMT-P	154490	10/31/2014
Ramon, Jose	STEMTP	705323	04/30/2012
Reed, Dennis	EMT-P	71955	1/31/2014
Rice, Larry	STEMTB	718273	12/31/2014
Rieger, Brian	STEMTB	152063	10/31/2011
Rister, Johnna	LP	126006	6/30/2013
Robinson, Michele	STEMTP	711078	07/31/2013

Employee	Certification	Cert/Lic #	Exp. Date
Rochford, Kevin	STEMTP	174002	08/31/2012
Ruble, Martin	EMT	167808	12/31/2013
Rupert, Dawn	STEMTB	176844	10/31/2014
Satberry, Christian	STEMTB	707430	10/31/2012
Sattler, Brad	LP	107172	5/31/2011
Schane, Robert	STEMTB	706272	07/31/2012
Schiller, Kevin L	EMT-P	126669	5/31/2011
Schmaus, Jim	EMT-P	1720	3/31/2015
Shaner, Penny	EMT/VAN	717560	9/30/2014
Shapard, Michael	STEMTP	114276	12/31/2014
Shepherd, Michael C	LP	2629	6/30/2013
Shindler, Patrick	STEMTB	146183	08/31/2014
Simpson, Jason	STEMTI	706794	08/31/2012
Slusher, Justin	EMT	702314	8/31/2011
Smith, Jeremy	EMT	718107	11/30/2014
Solorzano, Jesse	EMT-P	706755	3/31/2013
Sprouse, Damon	STEMTP	140558	09/30/2014
Stanislaw, James	STEMTP	706099	11/30/2014
Stephens, Vance A	EMT	707595	10/31/2012
Stippich, Steven K	EMT-P	170016	9/30/2012
Stockman, Douglas	EMT-P	87940	4/30/2014
Tabor, Robert	STEMTP	68845	04/30/2014
Taplin, David	STEMTP	109639	06/30/2011
Tate, James	EMT-P	22101	3/31/2013
Templeton, Jeffry	STEMTP	133457	01/31/2014
Thomson, Shez L	EMT-I	66642	2/28/2013
Tuttle, John	STEMTP	176216	06/30/2012
Vanderkarr, Robert "Casper"	EMT	715133	4/30/2014
Wagner, Sally Anne	EMT-P	41232	1/31/2014
Walker, Christopher	EMT-P	705917	9/30/2012
Walker, Eric	EMT-P	703648	10/31/2013
Walker, Kathryn	STEMTB	711281	07/31/2013
Watson, Christy	STEMTB	712460	09/30/2013
Watson, Meris	STEMTP	51470	01/31/2013
Weir, Angela	EMT	129308	3/31/2012
White, Christin M	EMT	702945	10/31/2011
White, Joel	EMT-P	40830	2/28/2015
Whitmore, Earl	EMT	60641	3/31/2012
Williams, David	EMT	160387	10/31/2012
Wilson, Robert L	EMT	21045	1/31/2012
Wright, Grover	STEMTP	163163	10/31/2012
Wuest, Jason M	EMT-P	120738	2/28/2013
Zolnerovich, Larisa	STEMTP	164968	06/30/2013

ACADIAN AMBULANCE SERVICE, INC. VEHICLE LIST- AMBULANCES

UNIT #	VIN #	LIC. #	Mileage
701	1GBJC34668E148264	HNH502	237656
702	1GBJC34628E149136	HNH503	233666
703	1GBJC34678E193097	LTL038	201663
704	WD3PE7CCXB5533388	CP3B226	8083
705	WD0PE745595383438	BB8B974	63618
706	WD0PE745495383298	BH8P737	65171
707	WD3PE7CC5B5533394	CP3B227	5831
708	WD3PE7CC1B5533392	CP3B229	6494
709	1GCHG392971128844	932-TBN	142777
711	1GBJC34658E179277	BH8R052	90038
712	1GB6CZB66AF105930	CD9G853	3164
713	1GBJC74649F160691	BH8P736	33861
714	1FDWE35F03HB39167	BZ9H985	159775
715	1GCHG392471127942	931-TBN	152677
716	WD3PE7CC1B5532954	CP3B228	10819
717	1GCHG392171146772	929-TBN	147505
737	1GBJC74629E101385	BJ2K122	90607
791	WD0PE745695383500	BH8P738	67899
792	1GCHG392871145554	930-TBN	122596
793	1GCHG392871127782	928-TBN	161050
794	WD0PE7AC195419435	BW4L029	37807
251	1FDWE35P99DA66924	AF2-3441	122645
252	1GCHG393266197781	694-PSR	292894
254	1FDSS34P16DA40189	425 RLN	243457
255	1GBHG396091117791	BL3-M213	108018
256	1FDSS34P59DA80795	BL3-M214	79864
257	1FDSS34P66DB03495	689-TTL	232864
258	1FDSS34P37DA58629	CLM-865	207222
259	1FDSS34P39DA80794	BL3-M212	112637
260	1FDXE45F32HA24880	56G-ML9	182863
261	1FDKE30F7VHA42086	734-821	89464
262	1FDWE35F8YHA07684	111-0165	94028
263	1FDWF36F6YEB94923	111-0161	100529
264	1FDXF46F3YEB20885	111-0163	128145
265	1FDSE30F2XHA52978	111-0162	211605
266	1FDXE45F81HA50258	111-0166	136573
267	1FDW30F4WHB49132	111-0167	56979
301	1FTNS24W26DB07384	253-LXJ	157205
302	1FTNS24W08DA01311	CLM-866	123239
303	1FTNE2EWOADA09789	BS3-L150	39332
304	1FTNS24W96DB07379	953-SCJ	174407
305	1FTNS24W59DA42843	BJ6-H339	60870



CERTIFICATE OF LIABILITY INSURANCE

OP ID: LP

DATE (MM/DD/YYYY)

05/20/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KNOX INSURANCE GROUP LLC P O BOX 53406 LAFAYETTE, LA 70505 P.DWAYNE DAVID		337-233-0530 337-235-0547	CONTACT NAME: LIZ PICARD PHONE (A/C, No, Ext): 337-769-4544 E-MAIL ADDRESS: lpicard@knoxinsurance.com PRODUCER CUSTOMER ID #: ACADAM1	FAX (A/C, No): 337-235-0547
INSURED Acadian Ambulance Service, Inc. Air Med Services, Inc. Air Med Services, LLC P.O. Box 98000 Lafayette, LA 70509-8000		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: ARCH SPECIALTY INSURANCE CO.		21199
		INSURER B: DISCOVER PROP & CAS INS CO		36463
		INSURER C: IRONSHORE SPECIALTY INS CO		25445
		INSURER D: SEABRIGHT INSURANCE COMPANY		11755
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

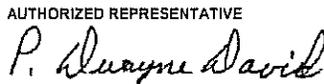
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			**UFL001818604 INCLUDES PROFESSIONAL LIABILITY (CLAIMS MADE)	10/01/10	10/01/11	EACH OCCURRENCE	\$ 1,650,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> CONTRACTUAL						PERSONAL & ADV INJURY	\$ 1,650,000
	<input checked="" type="checkbox"/> IN REM						GENERAL AGGREGATE	\$ 3,300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 3,300,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PROF.LIAB	\$ 1,650,000
B	AUTOMOBILE LIABILITY			***D007V00013	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,250,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS				\$				
<input checked="" type="checkbox"/> ANY AMBULANCE				\$				
C	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	000698101	10/01/10	10/01/11	EACH OCCURRENCE	\$ 9,000,000
	EXCESS LIAB	<input checked="" type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$ 9,000,000
	DEDUCTIBLE							\$
	RETENTION \$							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			*BB1102061 LA STATE ONLY	10/01/10	10/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	WC/USL&H/MEL - DED			*BB1100301/*BB1100167	10/01/10	10/01/11	STATUTORY	1,000,000
D	WC/USL&H - NON-DED			BB1101042	10/01/10	10/01/11	STATUTORY	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

*DEDUCTIBLE \$100,000; **XS OF \$350,000; ***XS OF \$250,000
 SEE PAGE 2 - NOTEPAD

CERTIFICATE HOLDER**CANCELLATION**

CITYCO8 CITY OF COPPERAS COVE ANDREA GARDNER CITY MANAGER 507 S MAIN STREET COPPERAS COVE, TX 76522	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2009 ACORD CORPORATION. All rights reserved.

NOTEPAD

INSURED'S NAME **Acadian Ambulance Service, Inc.**

ACADAM1
OP ID: LP

PAGE 2
DATE **05/20/11**

WC/USL&H/MEL INCLUDES:

**USL&H, OCS, GULF OF MEXICO EXT
MARITIME LIAB \$1,000,000/\$1,000,000, TWM&C, DEATH ON HIGH SEAS, JONES
ACT. IN REM
BLANKET ALTERNATE EMPLOYER AS REQ'D BY WRITTEN CONTRACT
BLANKET WAIVER OF SUBROGATION AS REQ'D BY WRITTEN CONTRACT**

GL INCLUDES:

**NON-OWNED WATERCRAFT UP TO 26', XCU, GULF OF MEXICO, SUDDEN &
ACCIDENTAL POLLUTION LIABILITY
BLANKET ADDITIONAL INSURED AS REQ'D BY WRITTEN CONTRACT
BLANKET WAIVER OF SUBROGATION AS REQ'D BY WRITTEN CONTRACT
BLANKET PRIMARY INSURANCE CLAUSE AS REQ'D BY WRITTEN CONTRACT**

AUTO INCLUDES:

**BLANKET ADDITIONAL INSURED AS REQ'D BY WRITTEN CONTRACT
BLANKET WAIVER OF SUBROGATION AS REQ'D BY WRITTEN CONTRACT
BLANKET PRIMARY INSURANCE CLAUSE AS REQ'D BY WRITTEN CONTRACT**

UMBRELLA INCLUDES:

**BLANKET ADDITIONAL INSURED AS REQ'D BY WRITTEN CONTRACT
BLANKET WAIVER OF SUBROGATION AS REQ'D BY WRITTEN CONTRACT**

ALL POLICIES INCLUDE 30 DAY NOTICE OF CANCELLATION AS REQ'D BY WRITTEN CONTRACT.



To Whom It May Concern:

I am writing today to express my support for the transfer of the City of Copperas Cove's non-emergency ambulance franchise from Central Texas EMS to Acadian Ambulance.

Central Texas EMS has been an important partner for us in the care of our residents and patients. We are excited about their decision to partner with Acadian Ambulance to bring greater resources and capacity to our growing region.

Acadian Ambulance is a proven provider with 40 years of corporate experience in the provision of ambulance service and emergency care. They are one of the largest ambulance providers in the United States, and also one of the few who have achieved Accreditation by the Commission on Accreditation of Ambulance Services. They have operated successfully within the strict environment of the City of Austin's non-emergency ambulance franchise for four years.

Your favorable consideration of this recommendation is greatly appreciated.

Regards,

A handwritten signature in black ink, appearing to read "Allison", with a long horizontal flourish extending to the right.

Hill Country Rehab and Nursing Center

810 Industrial Ave • Copperas Cove, TX 76522 • Phone 254-547-9552 • Fax 254-547-9568



Wind Crest Rehab & Nursing Center
West Ave. B
Copperas Cove, TX 76522
Office: (254)547-1033 Fax: (254)542-6506

May 20, 2011

To Whom It May Concern:

I am writing today to express my support for the transfer of the City of Copperas Cove's non-emergency ambulance franchise from Central Texas EMS to Acadian Ambulance.

Central Texas EMS has been an important partner for us in the care of our residents and patients. We are excited about their decision to partner with Acadian Ambulance to bring greater resources and capacity to our growing region.

Acadian Ambulance is a proven provider with 40 years of corporate experience in the provision of ambulance service and emergency care. They are one of the largest ambulance providers in the United States, and also one of the few who have achieved Accreditation by the Commission on Accreditation of Ambulance Services. They have operated successfully within the strict environment of the City of Austin's non-emergency ambulance franchise for four years.

Your favorable consideration of this recommendation is greatly appreciated.

Regards,

Donny Richards, LNFA



City of Austin

Austin – Travis County EMS, P.O. Box 1088, Austin, TX 78767 • (512) 972-7148

November 13, 2008

Mr. Christopher Cirillo
Vice President - Operations
Acadian Ambulance Service
4100 Ed Bluestein Blvd.
Austin, Texas 78721

Re: Verification of City of Austin Franchise Status

Dear Mr. Cirillo:

As you requested, I am writing to verify that Acadian Ambulance Service holds a franchise with the City of Austin for non-emergency medical transfer services. Acadian was awarded this franchise on August 30, 2007 and has remained in good standing with the City of Austin since that date.

Sincerely,

James Shamard, Assistant Director - Operations
Austin – Travis County Emergency Medical Services



Commission on Accreditation of Ambulance Services
1926 Waukegan Rd., Suite 1
Glenview, IL 60025 -1770
ph 847-657-6828
fax 847-657-6825
Website: www.caas.org

July 8, 2010

Bill Vidacovich
CAAS Coordinator
Acadian Ambulance Service
300 Hopkins Street
Lafayette, LA 70501

Dear Bill:

The Commission on Accreditation of Ambulance Services is pleased to recognize your accreditation with the enclosed bronze plaque.

We salute your dedication to excellence in the delivery of emergency medical services and hope that you will let us know how we can continue to support your quality efforts in the field.

Sincerely,

A handwritten signature in cursive script that reads 'Sarah L. McEntee'.

Sarah L. McEntee
Executive Director

**Board of Directors
Representatives:**

- American Ambulance Association
- International Association of Fire Chiefs
- National Association of Emergency Medical Technicians

- National Association of EMS Physicians
- National Association of State EMS Directors

Board Liaison:

- National Highway Transportation Safety Administration



Keep this receipt as a record of your purchase.

FOR YOUR PROTECTION SAVE THIS COPY
CASHIER'S CHECK

Customer Copy

9413204690

05/27/2011

Texas

Remitter ACADIAN AMBULANCE SERVICE INC.

\$ *****2,500.00 ***

Pay To The Order Of COPPERAS COVE

Drawer: JPMORGAN CHASE BANK, N.A.

NON NEGOTIABLE

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION.
PLEASE CONTACT CHASE TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THIS ITEM.

282111107 NEW 01/08 8810004306

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



CASHIER'S CHECK

9413204690 ²⁵⁻³/₄₄₀

Date 05/27/2011

Remitter ACADIAN AMBULANCE SERVICE INC.

Pay: TWO THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS

\$ *****2,500.00 ***

Pay To The Order Of COPPERAS COVE

Drawer: JPMORGAN CHASE BANK, N.A.

Michael Andrews

Senior Vice President
JPMorgan Chase Bank, N.A.
Columbus, OH



⑈9413204690⑈ ⑆044000037⑆ 758661375⑈

Date: 06/21/2011

Contact: Wesley Wright, Div. Head of Public Works/City Engineer

Information

SUBJECT

Consideration and action on awarding a bid and authorizing the City Manager to enter into an agreement for the replacement of the 7 Mile water storage tank. **Wesley Wright, P.E., Public Works Division Head/City Engineer**

BACKGROUND/HISTORY

On Wednesday, April 27, 2011 two (2) bids were opened for the 7 Mile Tank replacement. The bid included two alternate items: (1) removal of a privacy fence and (2) reducing the ground storage tank capacity from 1.4 million gallons to 1.0 million gallons.

FINDINGS/CURRENT ACTIVITY

After considering the maintenance, operational, and financial issues, staff is recommending Alternate 2 be awarded. Constructing a 1.0 million gallon ground storage tank (as opposed to 1.4 million gallons) will result in a cost savings of \$121,000 and have no negative effects on operations. Furthermore, the slightly smaller tank will fit better on a very small site.

ACTION OPTIONS/RECOMMENDATION

City staff and River City Engineering recommend City Council award a bid and authorize the City Manager to enter into an agreement for the replacement of the 7 Mile water storage tank to Natgun Corporation.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The low bid for construction of the 1.0 million gallon tank was provided by Natgun Corporation in the amount of \$858,790.00.

Funds for the project are provided in Fund 86 (2010 General Obligation Bonds - Water/Sewer).

Attachments

Link: [7 Mile Tank](#)



June 14, 2011

Ms. Andrea Gardner
CITY MANAGER
CITY OF COPPERAS COVE
507 S. Main Street
Copperas Cove, Texas 76522

**RE: Bid Recommendation
7 Mile Tank Replacement
Bid 2011-14-82**

Dear Ms. Gardner:

On Wednesday, April 27th, 2011 two (2) bids were received for the above listed project. Each contractor's bid was in accordance with the contract documents prepared by our firm. The bid package allowed for an alternate tank size, in order to provide the best bid for the City of Copperas Cove. We recommend going with the Alternate Bid Item, a 1.0 MGD Tank. **Natgun Corporation** submitted the lowest Base and Add Alternate Bid. We have enclosed the bid tabulations results for your review and consideration. We have checked the qualifications and references of the low bidder and find them to be in order. We therefore recommend the City award the project to **Natgun Corporation** for the bid amount with the alternate bid item of **\$858,790.00**.

If you have any questions please feel free to contact our office.

Sincerely,

Patrick A. Lackey, P.E.

cc: Wesley Wright – City of Copperas Cove

7 MILE TANK REPLACEMENT
 BID TABULATION
 April 27, 2011 - 2:00 PM

Item No.	Item	Quantity	Unit	Natgun		Preload	
				Unit Price	Amount	Unit Price	Amount
Base Bid							
1	Bonding, Mobilization and Insurance	1	LS	\$39,700.00	\$39,700.00	\$25,500.00	\$25,500.00
2	Erosion and Sedimentation	1	LS	\$4,270.00	\$4,270.00	\$2,400.00	\$2,400.00
3	Demo of Existing GST	1	LS	\$23,790.00	\$23,790.00	\$41,200.00	\$41,200.00
4	1.4 MG Pre-Stressed Concrete Storage Tank	1	LS	\$857,550.00	\$857,550.00	\$873,900.00	\$873,900.00
5	Associated Piping	1	LS	\$36,600.00	\$36,600.00	\$62,000.00	\$62,000.00
6	Revegetation w/ Hydromulch	1	LS	\$3,200.00	\$3,200.00	\$1,100.00	\$1,100.00
7	Fence Repair	1	LS	\$5,070.00	\$5,070.00	\$7,700.00	\$7,700.00
8	Construction & Materials Testing	1	LS	\$9,000.00	\$9,000.00	\$13,300.00	\$13,300.00
9	Sidewalk & Driveway Repair	1	LS	\$610.00	\$610.00	\$15,500.00	\$15,500.00
GRAND TOTAL (ITEMS 1 - 9)					\$979,790.00		\$1,042,600.00

Add Alternate Bid Items							
10	Removal of Privacy Fence			\$4,880.00	LS	\$4,400.00	LS
Alternate Bid Items							
A4.	1.0 MG Pre-Stressed Concrete Storage Tank			\$736,550.00	LS	\$796,700.00	LS

Sub Contractors		Sub Contractors	
Site	Mesa Contracting	Site	Wolf Const.
Demo	All Industrial SVC	Demo	Total Demo
		Utility	Bell Contractors
		Fence	D & C Fence

Date: 06/21/2011

Contact: Mike Baker, Fire Chief/Emergency Management Coordinator

Information

SUBJECT

Consideration and action to authorize the City Manager to enter into an agreement with DSB WorldWide, Inc., to provide internet based food handler training. **J. Mike Baker, Fire Chief/EMC**

BACKGROUND/HISTORY

The City of Copperas Cove has offered food handler classes since 1995. Classes up to the present time offered by the City were held in a classroom setting. Classes usually lasted approximately 1 hour and required at least two staff members to conduct the training and administrative duties. Staff members would instruct the class, collect money, prepare course completion cards/certificates and would distribute the cards/certificates at the end of each class. Recordkeeping is also required and began with a hard file system and has been updated to a manual computer entry method. According to applicable state law and City ordinance, individuals receiving food handler training in other locations can use that training to satisfy the local requirement of being trained to handle food. Food handler training courses are offered online through various sources and numerous local residents are utilizing that convenience to receive the training already. Neighboring jurisdictions offer food handler training courses each week, with several sessions each day and are open to any individual seeking the training where the City is only offering 4 training sessions per month total.

FINDINGS/CURRENT ACTIVITY

The current ordinance and state law directs the City to accept food handler training from sources other than that provided by the City of Copperas Cove. The City currently offers food handler training on the first and third Tuesday of the month at 11:00 AM and 4:00 PM. Other sources of training are becoming more prevalent and more convenient. As such, revenue has decreased from over \$12,000 in FY 2009 to an expected revenue of \$7,300 in the current fiscal year. However, the City continues to spend approximately 175 staff hours to provide the training.

A contract with DSB WorldWide, Inc., will provide the training for \$9.00 and will collect a fee of \$5.00 on behalf of the City for each person who successfully completes the online food handler training course. DSB will remit payment to the City once per month and provide a list of successful participants. The certification will be good for two (2) years. In comparison Bell County charges \$15 for a one year food handler card. The City would still offer two in-person volunteer training classes at the beginning of the school year for booster clubs, civic and religious organizations in preparation for annual events. Approximately 200 food handlers are classified as volunteers and receive training annually from the City. The City may offer special classes for food vendors for events such as Krist Kindl and Rabbit Fest as a convenience at a fee of \$2.00 for a one year volunteer card, and \$14.00 for a two year card. The contract has been reviewed by the City Attorney.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the Council authorize the City Manager to enter into an Agreement with DSB WorldWide, Inc to provide online food handler training.

Fiscal Impact

Funds available Y/N?: N/A

FINANCIAL IMPACT:

There are approximately 1500 food handlers in the City of Copperas Cove that would renew biannually. The estimated registration revenue is \$6000 annually.

Attachments

Link: [DSB General Agreement](#)

AGREEMENT

DSB Worldwide, Inc. (hereinafter “DSB”), and the City of Coppers Cove, Texas, (hereinafter “CLIENT”), hereby enter into this Agreement on the following terms and conditions set forth hereinbelow.

I.

PURPOSES OF AGREEMENT

The purpose of this Agreement is for DSB to provide a web-based food handler permit registration system (hereinafter “the Website”) for CLIENT.

II.

DEFINITIONS

1. Software – "Software" shall mean all versions, including current, previous, and subsequent versions, of all software products utilized by DSB to provide the permit registration system and/or replacements or successors thereto, together with operating instructions, user manuals, training material, and other documentation to be supplied to CLIENT pursuant to this Agreement.
2. Net Income – Shall be the total amount of all transaction fees after deduction for merchant service fees, credit card fees, accounting fees, franchise fees and sales tax, if any.

III.

DSB RESPONSIBILITIES

1. Target account planning
2. Delivering a concise joint message to the marketplace in all communications
3. Develop Marketing Plan
4. Setup and Install CLIENT web site application
5. Work with CLIENT on Public Relation opportunities
6. Provide tech support, training and ongoing maintenance and updates of the software
7. Provide Translation of information and testing data via physical or software generated translation
8. Manage hosting of software
9. Provide domain registration and SSL (Secure Server License) for accounts
10. Manage the Merchant Service & Accounting plan

IV.

CLIENT RESPONSIBILITIES

1. During the duration of this Agreement, DSB may, after providing examples of any promotional materials and upon the written permission of the City of Copperas Cove (said permission not to be unreasonably) may use the City of Copperas Cove's name in promotional materials, including use of CLIENT's name and logo on the Website, and in conjunction with language such as "this is the Official Site/Program Authorized by the City of Copperas Cove".

2. Post a link to the Website provided by DSB on CLIENT's website.

V.

ADVERTISING

Advertising and Promotional Materials. Each party may, in its discretion, reference the other in advertising and promotional materials in connection with the promotion of the Website. Permitted uses of the name or logo of each party and/or the name or logo of each party's products include but are not limited to: (i) lists of partners for customer information, (ii) framing and displaying at each party's corporate headquarters and at their respective selected business offices, (iii) displaying in a professionally prepared graphic for display at sales and promotional events, and (iv) displaying as a link to each party's web site on the other's web site.

VI.

TRANSACTION FEE ALLOCATION

A health permit fee for the CLIENT in the amount of \$5.00 and the DSB Handling Fee, \$9, will be processed through the site for each transaction. Merchant service fees, credit card fees, accounting fees, franchise taxes, sales tax, if any, are to be deducted from the DSB handling fee received from all transactions. CLIENT shall receive \$5.00 per transaction.

VII.

ACCOUNTING

DSB will process and maintain accounting records for all income deposits and to make disbursement as set forth herein. All income shall be disbursed on a monthly basis. DSB shall pay the Monthly transaction fees in one (1) lump sum payment. Said payment shall be due and payable net 10 days from the end of each month. Each monthly check shall be accompanied with a detailed report of transactions for the month.

VIII.

EXPENSES

Other than as set forth herein in subsection VI, each party hereto shall be responsible for payment of all expenses associated with the fulfillment of their respective responsibilities.

IX.

INDEMNITY

DSB shall indemnify, hold harmless and defend the City, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts, omissions or conduct of **DSB**, its officers, agents, or employees in the execution or performance of this Agreement.

X.

WARRANTY DISCLAIMER

All software and services provided by DSB to partner hereunder are provided on an "as is" basis without warranty of any kind. DSB hereby expressly disclaims all warranties with respect thereto, whether express or implied, including without limitation implied warranties of merchantability fitness for a particular purpose and non-infringement.

XI.

TRADEMARKS, TRADENAMES AND COPYRIGHTS

During the term of this Agreement, each party is authorized by the other to use the trademarks, trade names and copyrighted materials that the other uses in conjunction with the advertisement, promotion and distribution of the Website. Each party's use of such trademarks, trade names and materials will be in accordance with the other's policies.

Nothing contained in this Agreement shall be construed to give either party any ownership interest in any of the other's trademarks, logos, copyrights or trade names. Each party acknowledges that the other owns and retains all copyrights and other proprietary rights in all of its products, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity or enforceability of any trademark, trade name, trade secret or copyright belonging to or licensed to the other party (including, without limitation, any act, or assistance to any act, which may infringe or lead to the infringement of any such right). Each party agrees not to attach any additional trademarks, logos, trade designations or other legends to any of the other party's product without the prior written consent of the other party.

Upon termination of this Agreement, Each party will forthwith cease all display, advertising and use of all names, marks, logos and designations of the other party and will not thereafter use, advertise or display any name, make or logo which is, or any part of which is, similar to or confusing with any such designation associated with the other party's product.

Each party agrees to cooperate without charge in the other party's efforts to protect its proprietary rights and agrees to notify the other party of any known or suspected breach of its proprietary rights that comes to that party's attention.

XII.

CONFIDENTIALITY

Subject to the requirements of, and the City's obligations under, the Texas Public Information Act DSB and CLIENT agree that any inventions, algorithms, know-how, ideas and other business, technical or financial information obtained by one party (the "Disclosing Party") to the other party (the "Receiving Party"), including the terms of this Agreement, identified by the Disclosing Party in writing at the time of disclosure as confidential or, if identified orally to be confidential, so confirmed in writing within thirty days thereafter, are the confidential property of the Disclosing Party ("Confidential Information"). Except as expressly provided herein, each party will hold in confidence and not use or disclose any Confidential Information of the other party Both parties nondisclosure obligation shall continue for three (3) years following termination of this Agreement, but shall not apply to information that (a) is known by the Receiving Party or is publicly available at the time of disclosure by the Disclosing Party to the Receiving Party through no breach of this Agreement by the Receiving Party; (b) becomes publicly available after disclosure by the Disclosing Party to the Receiving Party through no breach of this Agreement by the receiving party; (c) is hereafter rightfully furnished to the Receiving Party by a third party without restriction as to use or disclosure; d) is disclosed with the prior written consent of the Disclosing Party; (e) is information that was independently developed by the Receiving Party; or (f) is required to be disclosed pursuant to any judicial or administrative proceeding, provided that the Receiving Party immediately after receiving notice of such action notifies the disclosing party of such action to give the Disclosing Party the opportunity to seek any other legal remedies to maintain such information in confidence.

The parties expressly acknowledge and agree that any breach or threatened breach of this section may cause immediate and irreparable harm to the non-breaching party, which may not be adequately compensated by damages. The breaching party therefore agrees that in the event of such breach or threatened breach, and in addition to any and all remedies available at law, the non-breaching party will have the right to apply for equitable and injunctive relief.

XIII.

TERMINATION

This Agreement will commence as of the Effective Date and will remain in effect for a period of two (2) years, except that this Agreement shall survive as to any services provided to third parties until the termination (including any extension thereto) of any such agreements with third parties, unless terminated earlier, as set forth in this Section.

Termination for cause. Either party may terminate this Agreement (a) upon thirty (30) days written notice to the other following any material breach or omission by the other with respect to any term hereof and the failure of such other party to cure such breach or omission

prior to the expiration of such thirty (30) day period; or (b) immediately, if (i) the other party is adjudged insolvent or bankrupt or circumstances arise that would entitle a court to make such a finding, (ii) all or a substantial portion of its assets are transferred to an assignee for the benefit of creditors, to a receiver or a trustee in bankruptcy or (iii) the other party ceases its business operations.

XIV.

GENERAL PROVISIONS

Assignment and Binding Effect. Either party may assign this Agreement to an entity in connection with any conveyance or other transfer of any capital securities of the assigning party, or any other transaction whatsoever, the effect of which is to confer upon the assignee the ability to determine a majority of members of the assigning party's board of directors or otherwise control the affairs of the assigning party, provided that such assignee agree in writing to assume all obligations under this Agreement. Except as set forth above, neither party may assign any of its rights or delegate any of its obligations under this Agreement to any third party without the express written consent of the other. Any attempted assignment in violation of the foregoing shall be void and of no effect. Subject to the above, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

XV.

XVI.

MISCELLANEOUS PROVISIONS

Notices. Notices under this Agreement or Exhibits attached hereto shall be sufficient only if personally delivered, delivered by a major commercial rapid delivery courier service, delivered by facsimile transmission, or mailed by certified or registered mail, return receipt requested to a party at its addresses first set forth herein or as amended by notice pursuant to this subsection.

Governing Law and Legal Actions. This Agreement shall be governed by and construed under the laws of the State of Texas and the United States without regard to conflict of laws principles. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and federal courts located in Coryell County, Texas. Both parties consent to the personal jurisdiction of such courts and agree that process may be served in the manner provided herein for giving of notices or otherwise as allowed by law.

Partial Invalidity. If any provision of this Agreement is held to be invalid, then the remaining provisions shall nevertheless remain in full force and effect. The parties agree to renegotiate in good faith any term held invalid and to be bound by the mutually agreed substitute provision.

No Agency. DSB and Partner are each independent entities and neither party shall be, nor represent itself to be, a franchisor, franchisee, joint venture, partner, master, servant, principal, agent or legal representative of the other party for any purpose whatsoever.

Force Majeure. Nonperformance by either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

Entire Agreement. This Agreement and Exhibits attached hereto sets forth the entire agreement and understanding of the parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement shall be effective unless in a writing signed by both parties. No waiver of any rights under this Agreement shall be effective unless in writing signed by the party to be charged.

DSBWorldWide, Inc.

City of Copperas Cove, Texas

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Date: 06/21/2011

Contact: Velia Key, Director of Financial Services,
Finance

Information

SUBJECT

Consideration and action on a resolution authorizing continued participation with the Steering Committee of cities served by Oncor; and authorizing the payment of 10 cents per capita to the steering committee to fund regulatory and related activities related to Oncor Electric Delivery Company LLC. ***Velia Key, Director of Financial Services***

BACKGROUND/HISTORY

The City is a member of a 148-member city coalition known as the Steering Committee of Cities served by Oncor.

The Steering Committee undertakes activities on behalf of municipalities for which funding support is necessary from the members. Municipalities have original jurisdiction over the electric transmission and distribution rates and services within the City. The Steering Committee has been in existence since the late 1980s and took on a formal structure in the early 1990s when cities served by TXU (since renamed as Oncor Electric Delivery Company) gave up statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by City resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for nearly two decades.

FINDINGS/CURRENT ACTIVITY

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company within the City. Steering Committee representation is also strong at ERCOT. The potential for additional efforts will be necessary on new issues that arise during the year, and importance remains on the Steering Committee's ability to fund participation on behalf of the member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council adopt Resolution No. 2011-26, authorizing continued participation with the Steering Committee of cities served by Oncor; and authorizing the payment of 10 cents per capita to the Steering Committee to fund regulatory and related activities related to Oncor Electric Delivery Company LLC.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee. A copy of the invoice is attached and funds are included in the FY 2011 General Fund Non Departmental budget.

Attachments

Link: [Resolution](#)

Link: [Oncor invoice](#)

RESOLUTION NO. 2011-26

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY LLC.

WHEREAS, the city of Copperas Cove is a regulatory authority under the Public Utility regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company LLC (Oncor) within the municipal boundaries of the city; and

WHEREAS, the Steering Committee has historically intervened in Oncor (formerly known as TXU) rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charges, it must assess its members for such costs; Now THEREFORE,

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Copperas Cove and protect the interests of the customers of Oncor electric Delivery Company LLC residing and conducting business within the City limits.

II

The City is further authorized to pay its assessment to the Steering Committee ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "Oncor Cities Steering Committee" shall be sent to Jay Doegey, Chair, Oncor Cities Steering Committee, c/o City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231.

PASSED, APPROVED, AND ADOPTED on this 21st day of June 2011 at a regular meeting of the City Council of the City of Copperas Cove, Texas by a vote of ___ayes and ___nays, 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

MEMORANDUM

TO: Steering Committee of Cities Served by Oncor Electric Delivery
FROM: Jay Doegey, Chair 
DATE: May 20, 2011
RE: **Action Needed – 2011 Membership Assessment Invoice**

Enclosed please find the 2011 Steering Committee of Cities Served by Oncor ("Steering Committee") membership assessment invoice and draft resolution. These items are discussed below. We ask that your city please take action on the membership assessment as soon as possible.

Although the Steering Committee does not require that your city take action by resolution to approve the assessment, some members have requested a resolution authorizing payment of the 2011 membership assessment. Payment of the membership assessment fee shall be deemed to be agreement with the terms of the Steering Committee participation agreement.

Forward the membership assessment fee and, if applicable, the signed resolution to Jay Doegey, Chair, Oncor Cities Steering Committee, c/o City Attorney's Office, Mail Stop 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Oncor Cities Steering Committee*. If you have any questions, please feel free to contact me at (817/459-6878) or Thomas Brocato (tbrocato@lglawfirm.com, 512/322-5857).

Accomplishments This Year

In January 2011, Oncor Electric Delivery Company filed a request for a rate increase of \$353 million. The Steering Committee, through its consultants and attorneys, were able to negotiate a settlement that decreased the size of the request by over 60%. In addition, the Steering Committee had been successful in persuading a state district court to reverse a PUC ruling in the 2008 Oncor rate case that disapproved of a 5% increase in the franchise fee factor that the Steering Committee had negotiated with Oncor in 2005. The 2011 Oncor rate case settlement reestablishes the 5% franchise fee factor and also provides for a retrospective payment of those franchise fees back to the date of the PUC's order in the 2008 Oncor rate case. As a result of the Steering Committee's efforts cities will receive a lump sum retrospective franchise fee payment in July 2011 and increased recurring revenue from the increase in the franchise fee factor. A memorandum on this settlement and calculation of this franchise fee benefit was sent to each Steering Committee member earlier this month.

In addition, the Steering Committee has been an outspoken and effective advocate for the interests of cities and consumers on electric energy issues before the Texas Legislature during the current session which included the Sunset review of the Public Utility Commission and ERCOT. In February 2011, the Steering Committee in cooperation with the Texas Coalition for Affordable Power released a special report entitled *The Story of ERCOT: The Grid Operator, Market & Prices Under Texas Electric Deregulation*, which one Texas legislator called the most informative document on ERCOT and the electric market he has read. The report can be found on www.RechargeTexas.com.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF 10 CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY LLC

- WHEREAS, the City of _____ is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee has historically intervened in Oncor (formerly known as TXU) rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____, TEXAS:

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of _____ and protect the interests of the customers of Oncor Electric Delivery Company LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

**STAFF REPORT ON ASSESSMENT RESOLUTION
FOR STEERING COMMITTEE OF CITIES SERVED BY ONCOR**

Purpose of the Resolution

The City of _____ is a member of a 148-member city coalition known as the Steering Committee of Cities Served by Oncor. The resolution approves the assessment of a ten cent (\$0.10) *per capita* fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric transmission and distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by TXU (since renamed as Oncor Electric Delivery Company) gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for nearly two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company within the City. It has recently analyzed and negotiated the settlement of the 2011 Oncor rate case. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A *per capita* assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of "Be It Resolved" Paragraphs

1. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City's membership.
2. This paragraph authorizes payment of the City's assessment to the Steering Committee in the amount of ten cents (\$0.10) *per capita*, based on the population figure for the City as shown in the latest TML Directory of City Officials.
3. This paragraph requires notification to the Chair of the Steering Committee, Jay Doegey, that the City has adopted the Resolution.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Jay Doegey, Chair, Oncor Cities Steering Committee, c/o City Attorney's Office, Mail Stop 63-0300, P. O. Box 90231, Arlington, Texas 76004-3231. Checks should be made payable to: *Oncor Cities Steering Committee*.

STEERING COMMITTEE CITIES (148)

Addison	Fate	North Richland Hills
Allen	Flower Mound	Oak Leaf
Alvarado	Forest Hill	Oak Point
Andrews	Fort Worth	Odessa
Anna	Frisco	O'Donnell
Archer City	Frost	Ovilla
Argyle	Gainesville	Palestine
Arlington	Garland	Pantego
Bedford	Glenn Heights	Paris
Bellmead	Grand Prairie	Plano
Belton	Granger	Pottsboro
Benbrook	Grapevine	Prosper
Beverly Hills	Gunter	Ranger
Big Spring	Haltom City	Rhome
Breckenridge	Harker Heights	Richardson
Bridgeport	Henrietta	Richland Hills
Brownwood	Hewitt	River Oaks
Buffalo	Highland Park	Roanoke
Burkburnett	Honey Grove	Robinson
Burleson	Howe	Rockwall
Caddo Mills	Hurst	Rosser
Cameron	Hutto	Rowlett
Canton	Iowa Park	Sachse
Carrollton	Irving	Saginaw
Cedar Hill	Jolly	Seagoville
Celina	Josephine	Sherman
Centerville	Justin	Snyder
Cleburne	Kaufman	Southlake
Coahoma	Keller	Springtown
Colleyville	Kerens	Stephenville
Collinsville	Killeen	Sulphur Springs
Comanche	Krum	Sunnyvale
Commerce	Lake Worth	Sweetwater
Coppell	Lakeside	Temple
Copperas Cove	Lamesa	Terrell
Corinth	Lancaster	The Colony
Crowley	Lewisville	Trophy Club
Dallas	Lindale	Tyler
Dalworthington Gardens	Little Elm	University Park
DeLeon	Little River Academy	Venus
De Soto	Malakoff	Waco
Denison	Mansfield	Watauga
Duncanville	McKinney	Waxahachie
Early	Mesquite	White Settlement
Eastland	Midland	Wichita Falls
Edgecliff Village	Midlothian	Willow Park
Eules	Murchison	Woodway
Everman	Murphy	Wylie
Fairview	Nacogdoches	
Farmers Branch	New Chapel Hill	

Oncor Cities Steering Committee

c/o Jay Doegey, City Attorney
 Post Office Box 90231
 MS # 63-0300
 Arlington, TX 76004-3231

Invoice

Date	Invoice #
4/20/2011	11-36

Bill To
City of Copperas Cove (joined 2008)

Item	Population	Per capita	Amount
2011 Assessment	32,032	0.10	3,203.20
Total			\$3,203.20

Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, c/o Jay Doegey, Chair, Arlington City Attorney's Office, PO Box 90231, Mail Stop 63-0300, Arlington, Texas 76004-3231

Date: 06/21/2011

Contact: Wesley Wright, Div. Head of Public Works/City Engineer

Information

SUBJECT

Consideration and action on a resolution authorizing the City Manager to accept a right-of-way dedication from 4JC Partnership for Bradford Drive Improvements. **Wesley Wright, City Engineer**

BACKGROUND/HISTORY

On April 19, 2011, Council passed Resolution 2011-11 authorizing the City Manager to accept a right-of-way dedication from 4JC Partnership. Upon presenting the adopted Resolution, Mr. Clark requested more specific language ensuring future development possibilities.

FINDINGS/CURRENT ACTIVITY

The adopted resolution included allowances for a future "driveway". However, Mr. Clark has requested that the wording be updated to include at least one future "city subdivision street".

Specifically, Mr. Clark has requested the following:

“GRANTOR REQUESTS AND CITY AGREES TO ALLOW GRANTOR AT A LATER DATE TO DESIGN AND CONSTRUCT TO CITY CODE AND STANDARDS AT LEAST ONE CITY SUBDIVISION STREET INTERSECTING THE PROPOSED BRADFORD OAKS EXTENSION AT AN AGREED UPON POINT ALONG THIS DEDICATED ROW FOR PURPOSES OF ACCESSING GRANTOR’S ADJOINING PROPERTY. GRANTOR’S REQUIRED AREA FOR THIS POINT OF INTERSECTION IS BETWEEN STATION 6+00 AND 7+00 AS FURTHER SHOWN ON SKETCH ATTACHED HERETO.”

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council adopt Resolution No. 2011-28, authorizing the City Manager to accept a right-of-way dedication from 4JC Partnership for Bradford Drive Improvements.

Attachments

Link: [Resolution](#)

Link: [Exhibit A - 4JC Partnership ROW Description](#)

Link: [Bradford Drive Project Layout](#)

Link: [Bradford Dr ROW Dedication - Clark](#)

RESOLUTION NO. 2011-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ACCEPTING A DEDICATION OF 0.90 ACRES OF RIGHT-OF-WAY BY 4JC PARTNERSHIP FOR THE COMPLETION OF THE BRADFORD DRIVE IMPROVEMENTS (“THE PROJECT”).

WHEREAS, the City Council of the City of Copperas Cove previously resolved that a public necessity exists for the implementation and completion of the Bradford Drive Improvements to further improve the general welfare, health and public safety of the Citizens of the City of Copperas Cove, Texas and the general public at large; and

WHEREAS, the City Council has previously resolved and authorized the City to enter into an agreement for design services for The Project; and

WHEREAS, through diligent efforts to avoid costs and other expenditure of resources to acquire certain property rights through eminent domain, the City has been able approach various property owners to negotiate the acquisition of certain property in order to further the development of The Project; and

WHEREAS, 4JC Partnership, a limited partnership, has graciously offered to dedicate 0.90 acres of right-of-way to the City for the construction, development and maintenance of The Project, a portion of which is to be constructed adjacent to the 4JC Partnership property; and

WHEREAS, 4JC Partnership requests, at a later date, to design and construct, to City codes and standards, at least one city subdivision street intersecting the proposed Bradford Drive Improvements at a point along the proposed right-of-way dedication for purposes of accessing 4JC Partnership’s adjoining property; and

WHEREAS, the City Council agrees to allow requested street intersection to the proposed Bradford Drive Improvements; and

WHEREAS, without the offer of 4JC Partnership to dedicate and convey the right-of-way to the City of Copperas Cove for this necessary public works project, the citizens of the City of Copperas Cove would have had to incur expenses including costs of appraisals, litigation, special commissioners’ and attorney’s fees associated with condemnation of the property.

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

SECTION 1. That the City Council hereby finds and determines that it is in the best interest of the citizens of the City of Copperas Cove to accept the dedication of 0.90 acres of right-of-way, as described in the attached Exhibit “A”, by 4JC Partnership

for use in the construction, development and maintenance of The Project and for any and all other uses required by the project engineers and as agreed to and accepted by 4JC Partnership.

SECTION 2. That the City Council of Copperas Cove authorizes the City Manager to accept the dedication of the 0.90 acre of right-of-way for these purposes and wholeheartedly thanks and offers its gratitude to 4JC Partnership for this dedication to the citizens of the City of Copperas Cove.

PASSED, APPROVED, AND ADOPTED on this 21st day of June 2011 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

EXHIBIT A

DESCRIPTION OF A 0.90 ACRE TRACT OUT OF THE J. P. FUDGE SURVEY, ABSTRACT NO. 1412 AND THE D.A. PARRISH SURVEY, ABSTRACT NO., AND BEING A PORTION OF TRACT 19 OF BRADFORD OAKS RANCH, AS CONVEYED TO 4JC PARTNERS, L.P. IN INSTRUMENT NO. 201678 IN THE OFFICIAL PUBLIC RECORDS OF CORYELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an capped iron rod found for the northwestern corner of the Tract 19, and also being on the northeastern corner of Tract 18, as conveyed to Charles R. Grimes in Instrument No. 196896 in the official public records of Coryell County, Texas and also on the southern property line of Tract 1, as Trafalgar Property Inc. Instrument No. 95922, from which points an iron rod found on the southwestern property line of Tract 1, the southeastern property line of Tract 2, Trafalgar Property Inc. Instrument No. 95922, and the northeastern property corner of Tract 17, as conveyed to James W. Clark II in Instrument No. 220039, in the official public records of Coryell County, Texas, bears N 71° 43' 51" W (N 71° 26' 01" W), 795.63 feet (Bearing Basis);

THENCE S 70° 02' 23" E, a distance of 201.35 (201.10) feet, along and with the common property line of Tract 1 and Tract 19, to an iron rod found on the northeastern corner of Tract 19 and on the southern right-of-way line of Burlington Northern Railroad,

THENCE S 26° 53' 25" E, a distance of 137.96 feet, along and with the common property line of Tract 19 and the right-of-way line of Burlington Northern Railroad, to a set iron pin point on a non-tangent curve to the right,

THENCE a distance of 314.55 feet along said curve, having a radius of 335.00 feet and a chord bearing and distance of N 80° 09' 17" W, 303.12 feet, to a set iron pin,

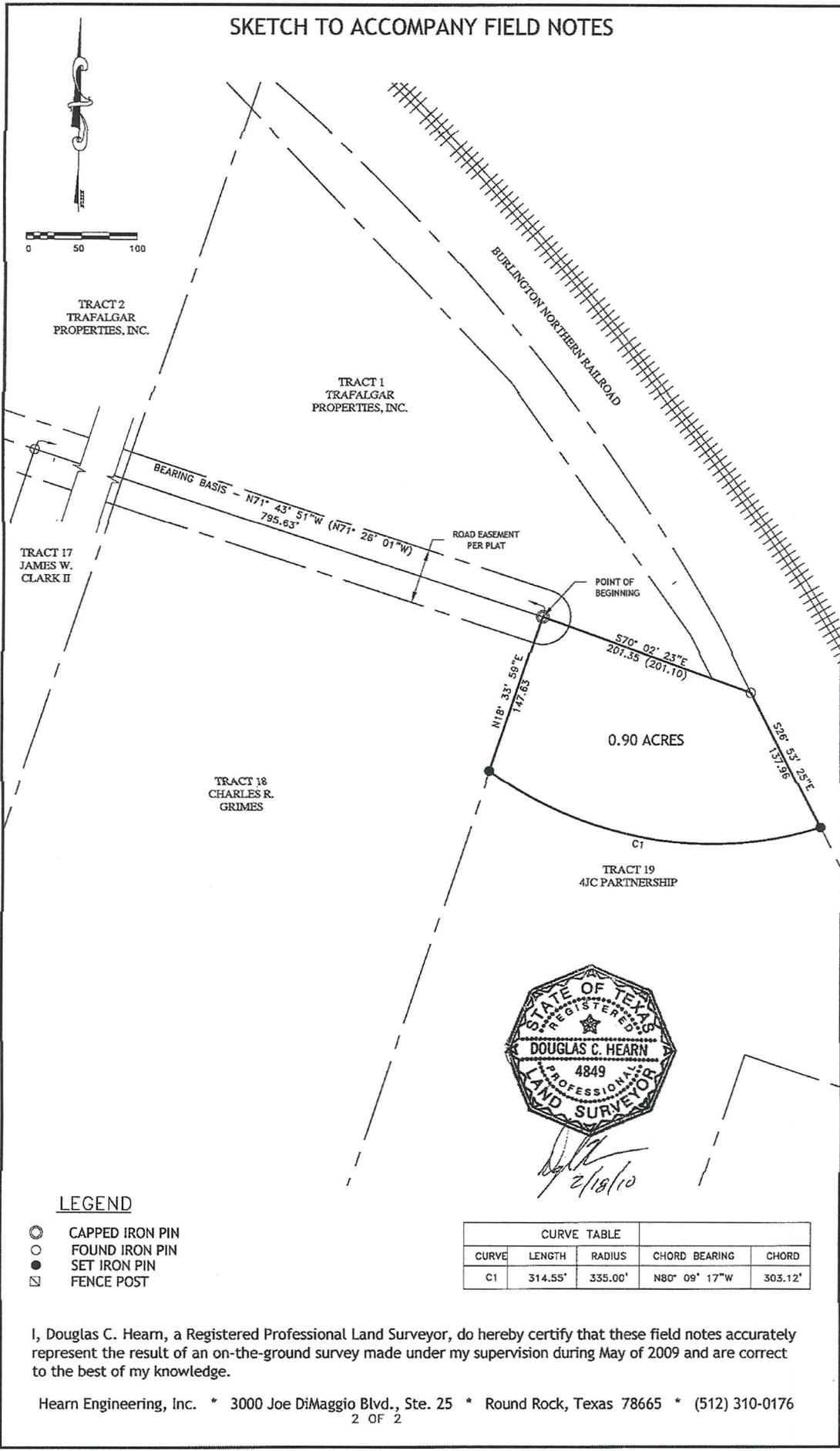
THENCE N 18° 33' 59" E, along and common property line of Tract 18, and Tract 19, a distance of 147.63 feet to the **POINT OF BEGINNING**, and containing 0.90 acres, more or less.

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 May of 2009 and are correct to the best of my knowledge and belief.



SKETCH TO ACCOMPANY FIELD NOTES



TRACT 2
TRAFALGAR
PROPERTIES, INC.

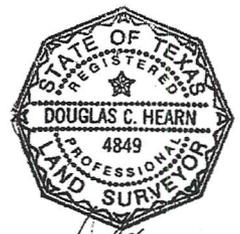
TRACT 1
TRAFALGAR
PROPERTIES, INC.

TRACT 17
JAMES W.
CLARK II

TRACT 18
CHARLES R.
GRIMES

TRACT 19
4JC PARTNERSHIP

0.90 ACRES



DCH
2/18/10

LEGEND

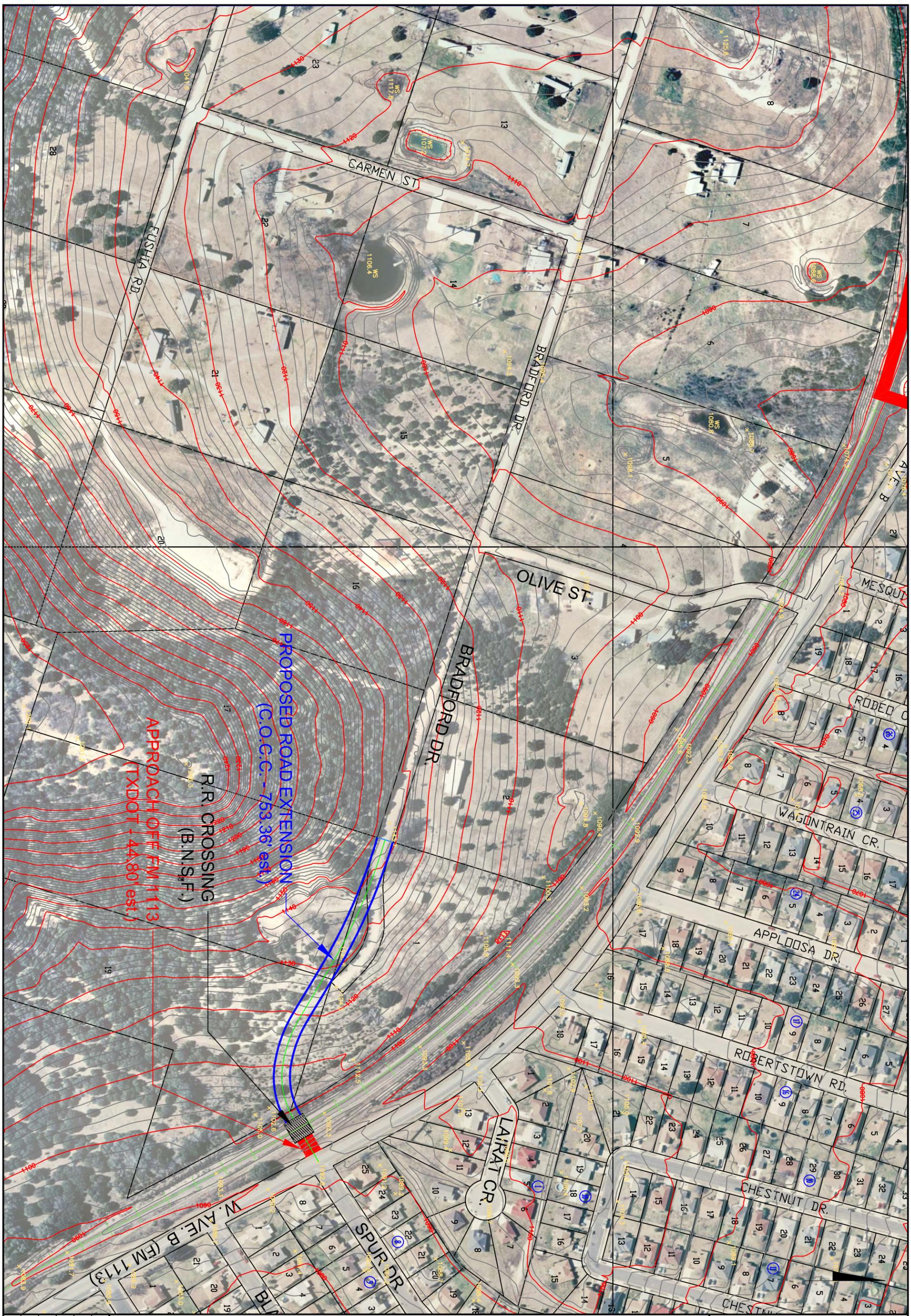
- ⊙ CAPPED IRON PIN
- FOUND IRON PIN
- SET IRON PIN
- ⊠ FENCE POST

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	314.55'	335.00'	$N80^{\circ} 09' 17'' W$	303.12'

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 May of 2009 and are correct to the best of my knowledge.

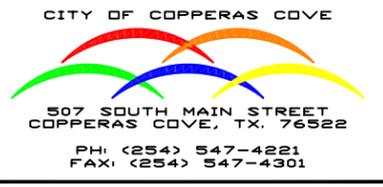
Hearn Engineering, Inc. * 3000 Joe DiMaggio Blvd., Ste. 25 * Round Rock, Texas 78665 * (512) 310-0176
2 OF 2

G:\A_Projects\Coppers_Cove\Beafor\Draw\ES\ITF-2.dwg, 2/18/2010 1:19:55 PM, gerry



PROPOSED RAILROAD CROSSING

FM 1113 & Spur/Bradford Dr. (Extension)



DATE: JULY 29, 2008
 SCALE: N.T.S.
 DESIGNED BY: City of Copperas Cove, Texas
 DRAWN BY: City of Copperas Cove, Texas
 DRAWING FILE: Proposed RR Crossing.dwg
 SHEET: 1 of 1

CITY OF COPPERAS COVE RIGHT-OF-WAY DEDICATION INSTRUMENT

STATE OF TEXAS §

COUNTY OF CORYELL §

For and in consideration of the sum of ten dollars (\$10.00) in hand paid by the City of Copperas Cove, Texas, the receipt of which is hereby acknowledged, and other good and valuable consideration, including the benefits that will accrue to my property, _____, of Coryell County, Texas, as the owner of that certain tract of land in Coryell County, Texas depicted by metes and bounds description in Exhibit "A", attached hereto and incorporated herein for all purposes of this dedication (the "ROW"), and as more particularly described by drawing as set forth in the "Drawing of Exhibit B", attached hereto and incorporated herein for all purposes of this dedication, do hereby dedicate same to the City of Copperas Cove, Coryell County, Texas for the use and benefit of the public as a perpetual right-of-way for the passage and accommodation of vehicular and pedestrian traffic, and the construction, operation, use, maintenance, inspection, repair, alteration, and replacement of a paved road within the boundaries of the ROW and for all other purposes for which a public street and right-of-way is commonly used, including installing, repairing, maintaining, altering, replacing, relocating and operating utilities in, into, upon, over, across, and under said ROW, and including but not limited to all such uses permitted by the Laws of the State of Texas and the Ordinances and Charter of the City of Copperas Cove, Texas.

TO HAVE AND TO HOLD said ROW unto the City of Copperas Cove, its successors and assigns, and GRANTOR(S) hereby bind(s) itself (themselves), its (their) successors and assigns to warrant and forever defend, all and singular, said premises unto the City of Copperas Cove, its successor: and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

GRANTOR covenants and agrees that GRANTOR and GRANTOR'S heirs, representatives, successors and assigns shall at no time erect, place or construct, or cause to be erected, placed or constructed in, into, upon, over, across or under the ROW granted herein any temporary or permanent structures, except compliance with the City's Subdivision regulations; and it is further agreed that the City of Copperas Cove shall have the right to excavate, fill and remove any fences, buildings or other obstructions as may now, or in the future, be found upon said Right of Way.

It is further intended that the ROW herein granted to the City of Copperas Cove shall run with the land and forever be a burden in and to the land belonging to GRANTOR, and GRANTOR'S successors and assigns, and said grant is expressly excepted from any right of reversion of said premises under any prior deeds in GRANTOR'S chain of title. The ROW rights and privileges granted herein are exclusive, and GRANTOR covenants that it will not convey any other easement or conflicting rights within the area covered by the grant to any other person.

IN WITNESS WHEREOF, this dedication instrument is executed this _____ day of _____, 20_____.

BY: _____

GRANTOR

BY: _____

GRANTOR

ACKNOWLEDGEMENT

THE STATE OF TEXAS,

COUNTY OF _____

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____ known to me or proved to me through _____ (description of identity card or other document) to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

NOTARY SEAL

Notary Public, State of Texas

Notary's Name (Printed)

Notary's Commission Expires

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest and real property conveyed by this dedication instrument the _____ day of _____, 20_____, from _____ to the CITY OF COPPERAS COVE, has

been duly accepted subject to all terms and conditions contained therein, and the City Council has consented to recordation of such dedication instrument by its duly authorized officer.

Dated

City Manager, CITY OF COPPERAS COVE

ATTEST:

City Secretary

AFTER EXECUTION BY GRANTOR, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Engineer
PO Box 1449
Copperas Cove, TX 76522

AFTER RECORDING, PLEASE RETURN ORIGINAL TO:
CITY OF COPPERAS COVE
C/o City Secretary
PO Box 1449
Copperas Cove, TX 76522

City Council Regular

Item #: L. 1.

Date: 06/21/2011

Information

SUBJECT

Pursuant to §551.087 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the offer of a financial or other incentive to a business prospect - First Advisors, Inc.

Information

SUBJECT

Pursuant to §551.072 and Section 551.071 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property and consultations with attorney - Purchase of real property.
