



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

An agenda information packet is available for public inspection in the Lobby of City Hall and may be viewed on the City's Web Page, www.copperascove.tx.gov, under the "Government" tab.

Notice is hereby given that a **Workshop Council Meeting** of the City of Copperas Cove, Texas, will be held on **December 6, 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 Youth Activities. **Ken Wilson, Division Head of Parks & Leisure Services**
2. Direction to staff on item C-1. **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 _____, December 2, 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 Workshop

C. 1.

Meeting Date: 12/06/2011

Information

Subject

Presentation and discussion on Youth Activities. **Ken Wilson, Division Head of Parks & Leisure Services**

City Council Workshop

C. 2.

Meeting Date: 12/06/2011

Information

Subject

Direction to staff on item C-1. **Andrea M. Gardner, City Manager**



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

An agenda information packet is available for public inspection in the Lobby of City Hall and may be viewed on the City's Web Page, www.copperascovetx.gov, under the "Government" tab.

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on **December 6, 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. Proclamation: Eagle Scout Dakota Stonebrook Day. **John Hull, Mayor**
 - 2. Employee Service Awards – December 2011. **Andrea M. Gardner, City Manager**
 - Georgette Hurt, Patrol Officer, Police Department, 15 Years of Service
 - Alan Mainville, Fire Lieutenant, Fire Department, 5 Years of Service
- 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 special council meeting of November 8, 2011. **Jane Lees, City Secretary**

2. Consideration and action on approving minutes from the workshop council meeting of November 15, 2011. **Jane Lees, City Secretary**
3. Consideration and action on approving minutes from the regular council meeting of November 15, 2011. **Jane Lees, City Secretary**
4. Consideration and action on approving minutes from the special council meeting of November 21, 2011. **Jane Lees, City Secretary**
5. Consideration and action on authorizing the City Manager to execute a Sales Contract between the City of Copperas Cove and Dailey-Wells Communications, Inc. for the purpose of renewing a maintenance contract and renewing a software contract for the City's 800 MHz EDACS Radio Trunking System manufactured by M/A-Com. **Gary Young, Deputy Fire Chief**
6. Consideration and action on authorizing the City Manager to execute an Inter-Local Assistance Agreement between the City of Copperas Cove and the Bell County Organized Crime Unit. **Tim Molnes, Police Chief**
7. Consideration and action on a resolution authorizing the City Manager to donate used body armor to the Nolanville Police Department. **Tim Molnes, Police Chief**
8. Consideration and action on authorizing a lease agreement between the City of Copperas Cove and the Cove House Emergency Homeless Shelter, Inc. **Ken Wilson, Division Head of Parks and Leisure Services**
9. Consideration and action on Acadian Ambulance Service, Inc. application for renewal of a non-emergency ambulance franchise. **Gary D. Young, Deputy Fire Chief**

H. **PUBLIC HEARINGS/ACTION**

1. Public hearing and action on a resolution to tax goods-in-transit in accordance with Texas Property Tax Code, Section 11.253. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**
2. Public hearing and action on a request to abandon the drainage easement located partially on Lot 3, Block 6, Turkey Creek Estates, Section 2. **Chris Stewart, Stewart Planning Consulting**
3. Public hearing and action on a preliminary/final plat for Colonial Plaza Addition Phase One. **Chris Stewart, Stewart Planning Consulting**

I. **ACTION ITEMS**

1. Consideration and action on evaluating the services of Municipal Court Judge. **Joseph Pace, Municipal Court Administrator**
2. Discussion on submitting a grant application for Housing and Urban Development (HUD) Funds administered by the Texas Department of Agriculture for the Downtown Revitalization Program and the completion of a Request for Proposals for professional services related to the administration of the grant contract in the event funds are awarded after application submittal. **Andrea M. Gardner, City Manager**
3. Consideration and action on authorizing the City Manager to enter into Development and Annexation Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**

4. Consideration and action on authorizing the City Manager to enter into a Sewer Construction Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**
5. Consideration and action on authorizing the City Manager to execute an reimbursement (interlocal) agreement with the Copperas Cove Industrial Foundation to provide funding for the Advanced Funding Agreement between the City of Copperas Cove and the Texas Department of Transportation for the construction of signalization and a crossover for the Shops at Five Hills Development. **Andrea M. Gardner, City Manager**
6. Consideration and action on authorizing the City Manager to execute an Advanced Funding Agreement with the Texas Department of Transportation for the construction of signalization into the area known as the Shops at Five Hills. **Andrea M. Gardner, City Manager**

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

1. CCEDC update on active pending projects, Shops at Five Hills, Heritage Plaza (Starbucks), Business Park Expansion, Oncor Substation, Shop Local (ShopQA), Copperas Cove Red Team. **Polo Enriquez, CCEDC Executive Director**

K. ITEMS FOR FUTURE AGENDAS

L. EXECUTIVE SESSION

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

N. ADJOURNMENT

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Jane Lees, TRMC, CMC
City Secretary

City Council Regular

E. 1.

Meeting Date: 12/06/2011

Information

Subject

Proclamation: Eagle Scout Dakota Stonebrook Day. **John Hull, Mayor**

Attachments

Proclamation



PROCLAMATION

WHEREAS, The Boy Scouts of America offers a program of character development, citizenship training and mental and physical fitness; and

WHEREAS, Dakota Stonebrook has spent many hours in community service projects and activities to attain the rank of Eagle Scout; and

WHEREAS, His efforts have contributed to the benefit of the communities within the Longhorn Council of the Boy Scouts of America; and

WHEREAS, Dakota's special project was to plan, organize and complete a Prayer Garden at Holy Trinity High School in memory of Rev. Anselm Anukam; and

WHEREAS, Dakota has clearly demonstrated his commitment to the laws and principles of Scouting; and

WHEREAS, It is appropriate that the City of Copperas Cove recognize him and congratulate him for attaining this milestone.

NOW, THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, Texas do hereby proclaim December 10, 2011 as

“Eagle Scout Dakota Stonebrook Day”

in the City of Copperas Cove and recognize him for obtaining the rank of Eagle Scout in the Boy Scouts of America, Troop No. 253 on September 19, 2011.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 6th day of December 2011.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

Information

Subject

Employee Service Awards – December 2011. **Andrea M. Gardner, City Manager**

- Georgette Hurt, Patrol Officer, Police Department, 15 Years of Service
 - Alan Mainville, Fire Lieutenant, Fire Department, 5 Years of Service
-

City Council Regular

G. 1.

Meeting Date: 12/06/2011

Information

Subject

Consideration and action on approving minutes from the special council meeting of November 8, 2011.

Jane Lees, City Secretary

Attachments

Special Meeting Minutes 11/8/11

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
November 8, 2011 – 6:00 P.M.**

- A **CALL TO ORDER** - Mayor Hull called the special meeting to order at 6:07 p.m.
- B **INVOCATION AND PLEDGE OF ALLEGIANCE** - Council Member Kent 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** - Council Member Seffrood reminded everyone that there would be a test of the National Emergency Alert System at 1:00 p.m. He asked that everyone remember this is only a test and to not call 911. Mayor Hull reminded everyone to attend the Veterans Day Parade on Friday, November 11, 2011 starting at 9:30 a.m.

E **PUBLIC RECOGNITION**

- F **CITIZENS FORUM** – None.

- G **CONSENT AGENDA** – None.

- H **PUBLIC HEARINGS/ACTION** - None.

At 6:11 p.m. Mayor Hull announced that the Council would recess into Executive Session prior to discussing Action Item I-1.

At 7:30 p.m. Mayor Hull reconvened the open meeting and asked the Council for a motion on Action Item I-1.

I **ACTION ITEMS**

- 1 Consideration and action on authorizing the City Manager to execute a 380 Economic Development Agreement between the City of Copperas Cove, Texas and Endeavor Real Estate Group or its Affiliates. **Andrea M. Gardner, City Manager**

Council Member Seffrood made a motion as follows: I recommend that the Council approve the Chapter 380 Economic Development Agreement between the City of Copperas Cove and

Endeavor Real Estate Group or its Affiliates with the changes dated November 8, 2011 as of 3:00 p.m. as follows:

1. Definition 2.15 titled "Leased and Open for Business," is to be deleted provided the term is not utilized throughout the document;
2. Definition 2.21 titled "Sales Tax Effective Date," is to be deleted provided the term is not utilized throughout the document;
3. Section 4 titled "Owners Performance Criteria," is to read as follows: "In consideration of the City's agreements hereunder, the owner agrees that in order to receive Chapter 380 payments from the City under this agreement the following performance requirement shall be met...(no further changes to this section);
4. Section 5.1 titled "City's Performance Criteria," shall read as follows: "City shall pay owner Chapter 380 payments subject to owner's compliance...(no further changes to this section);
5. Schedule B under Section 5.3 titled "Sales Tax Refund." The only change to be made is under the column titled "City's Time of Performance," which shall read "annually within 60 days after September 30;"
6. Section 5.4 titled "Payment By Phases," is to be deleted in its entirety.
7. Section 6.1.15, dealing with undocumented workers - in the middle of the paragraph the word "reimbursements" is to be replaced with the words "Chapter 380 payments;"
8. Section 11.5, titled "Attorneys fees" is to be deleted in its entirety;
9. The document listed as an Exhibit, called "Waiver of Sales Tax Confidentiality," the City name shall be changed from Cedar Park, Texas to Copperas Cove, Texas.

The motion was seconded by Council Member Palmer, and passed unanimously.

J REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

K ITEMS FOR FUTURE AGENDAS

L EXECUTIVE SESSION

- 1 Pursuant to §551.087, Deliberation Regarding Economic Development Negotiations, 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 - Endeavor Real Estate Group or its Affiliates.

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

N ADJOURNMENT - There being no further business, Mayor Hull adjourned the meeting at 7:35 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

City Council Regular

G. 2.

Meeting Date: 12/06/2011

Information

Subject

Consideration and action on approving minutes from the workshop council meeting of November 15, 2011. **Jane Lees, City Secretary**

Attachments

Workshop Minutes 11/15/11

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
November 15, 2011 – 6:00 P.M.**

A **CALL TO ORDER** - Mayor called the workshop meeting to order at 6:04 p.m.

B **ROLL CALL**

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

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

C **WORKSHOP ITEMS**

1 Presentation and discussion of Project 25 Radio Communications. **Andrea M. Gardner, City Manager**

Ms. Gardner said that on July 5, 2011, Jim Reed from CTCOG presented information to the Council regarding Project 25. After that meeting, the Council approved a letter from the Mayor to Texas Legislators requesting an extension of the deadline for compliance with Project 25. As of this date, the City has not received any replies to the letter.

Deputy Fire Chief, Gary Young, gave a presentation explaining Project 25 which is attached to and made a part of these minutes.

The entire cost for the City to become Project 25 compliant would be approximately \$2,000,000. The City can, if it wished to do so, proceed forward and replace the entire radio system for this cost. However, there is the possibility for grant funding each year over the next few years to assist with costs. If the entire replacement were done, the City may no longer be eligible for this funding. A phased approach to replacing equipment is recommended to become compliant.

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

Issue #1 - For fiscal year 2012 and several years out, there is \$190,000 available each year through a Homeland Security Grant. What is the recommendation of the Council for its use? Council consensus is to purchase radios with the \$190,000 in order to use the money and not have to return it. The radios should be Project 25 compliant and backwards compatible.

Issue #2 - Does the City wish to remain on a stand alone infrastructure system, or partner with Bell County? Council consensus is to continue the City's stand alone system.

D **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 6:54 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

City Council Regular

G. 3.

Meeting Date: 12/06/2011

Information

Subject

Consideration and action on approving minutes from the regular council meeting of November 15, 2011.

Jane Lees, City Secretary

Attachments

11/15/11 Regular Minutes

CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
November 15, 2011 – 7:00 P.M.

A **CALL TO ORDER** - Mayor Hull called the regular council meeting to order at 7:49 p.m.

B **INVOCATION AND PLEDGE OF ALLEGIANCE** - Rev. Billy Sanders of North Pointe Church 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
Charles E. Zech, City Attorney
Jane Lees, City Secretary

D **ANNOUNCEMENTS** - Council Member Kent asked everyone to take time during the upcoming holiday season to think about those less fortunate than us and to assist if we can; also remember that there will be many soldiers returning during this time as well. Council Member Schmitz and Mayor Hull both reminded everyone that Cove plays Rowlett this coming Friday night.

E **PUBLIC RECOGNITION**

1 Employee of the Quarter Recognitions – 3rd Quarter 2011. **Michael Ramming, Fire Battalion Chief**

- Howard Dixon, Animal Control Officer
- Donald Denniston, Health Inspector

F **CITIZENS FORUM** – Mr. Mike Wayne Coleman, 606 S. 13th Street. Mr. Coleman said he is applying for a grant from USDA World Development to assist him in placing a transitional house within the City of Copperas Cove. Currently, he stated that there are no transitional houses within 50 miles of Copperas Cove, therefore, this is a needed facility. He stated that all furnishings and equipment has been purchased by him with no assistance, however, he does need to request funds to purchase the physical property. He stated that he dropped off information and a resolution at City Hall that the Council will need to approve.

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 November 1, 2011. **Jane Lees, City Secretary**
- 2 Consideration and action on approving minutes from the regular council meeting of November 1, 2011. **Jane Lees, City Secretary**
- 3 Consideration and action on authorizing the City Manager to execute an agreement with the Hill Country Community Action Association for use of the Head Start Building at, 1008 North Drive, to provide a Head Start preschool program for the youth of Copperas Cove. **Andy Cedillo, Director of Parks & Leisure Services**

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

H **PUBLIC HEARINGS/ACTION - None.**

I **ACTION ITEMS**

- 1 Consideration and action on the re-appointment of members to the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**

Council Member Kent made a motion to reappoint Elizabeth Sherman and Bob Hill to the KCCB Commission. Council Member Smith seconded the motion, which passed unanimously.

- 2 Consideration and action on a resolution calling for the election of a candidate(s) to serve on the Lampasas Central Appraisal District Board of Directors. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Council Member Schmitz made a motion to allocate 65 votes to Mike Kriegel. Council Member Kent seconded the motion, which passed unanimously.

RESOLUTION NO. 2011-49

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, CALLING FOR THE ELECTION OF A MEMBER OR MEMBERS OF THE BOARD OF DIRECTORS OF THE LAMPASAS CENTRAL APPRAISAL DISTRICT.

- 3 Consideration and action on a resolution calling for the election of a candidate(s) to serve on the Coryell Central Appraisal District Board of Directors and discussion with the Coryell Central Appraisal District Chief Appraiser. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

Council Member Kent made a motion to allocate 18 votes to Doug Cook and 987 votes to Al Castillo. Council Member Smith seconded the motion.

Discussion followed and Council Member Schmitz made a motion to amend the original motion as follows: Allocate 18 votes to Doug Cook, 834 votes to Al Castillo and 153 to Justin Carothers. Council Member Kent seconded the motion, which passed unanimously.

A vote on the main motion passed unanimously.

RESOLUTION NO. 2011-47

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,

CALLING FOR THE ELECTION OF A MEMBER OR MEMBERS OF THE BOARD OF DIRECTORS OF THE CORYELL CENTRAL APPRAISAL DISTRICT.

- 4 Consideration and possible action on nominating an individual to serve on the Board of Directors of the Texas Coalition for Affordable Power. **Andrea M. Gardner, City Manager**

Council Member Palmer volunteered to serve on the Board.

Council Member Schmitz made a motion to nominate Council Member Palmer to the Board of Directors of the Texas Coalition for Affordable Power. Council Member Smith seconded the motion, which passed unanimously.

- 5 Discussion and direction concerning Chapter 13, Article 1, Section 11 of the City Code of Ordinances (Commercial Activities in City Park). **Andy Cedillo, Director of Parks & Leisure Services**

Council Member Schmitz made a recommendation that City staff draft Section 13-11, Commercial Activities in City Park and establish a fee for commercial vendors to sell in the park. The Council agreed by consensus.

- 6 Consideration and action on an ordinance amending Article 4, Regulation of Alarm Systems, Sections 4-121 through Sections 4-132 of the City of Copperas Cove Code of Ordinances. **Mike Morton, Chief Building Official**

Council Member Meredith made a motion to approve Ordinance No. 2011-64 as presented. Council Member Palmer seconded the motion.

Council Member Smith made a motion to amend the original motion to strike any requirement for a permit for a residential alarm permit. Council Member Kent seconded the motion, which passed unanimously.

A vote on the original motion to approve Ordinance No. 2011-64 as amended passed unanimously.

ORDINANCE NO 2011-64

AN ORDINANCE AMENDING CHAPTER 4, ARTICLE IV OF THE CODE OF ORDINANCES OF THE CITY OF COPPERAS COVE, TEXAS, BY AMENDING THE REGULATION OF ALARM SYSTEMS; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR EFFECTIVE DATE; AND OTHER PROVISIONS.

- J **REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS**
- K **ITEMS FOR FUTURE AGENDAS - None.**
- L **EXECUTIVE SESSION - None.**
- M **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION**
- N **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 7:49 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

Information

SUBJECT

Consideration and action on approving minutes from the special council meeting of November 21, 2011.
Jane Lees, City Secretary

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

11/21/11 special minutes

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
November 21, 2011 – 3:00 P.M.**

A **CALL TO ORDER** - Mayor Hull called the meeting to order at 3:00 p.m.

B **INVOCATION AND PLEDGE OF ALLEGIANCE**

C **ROLL CALL** - The Texas Election Code states in Section 67.004 (a) that: "Two members of the authority constitute a quorum for purposes of canvassing an election."

Present: Charlie D. Youngs
Kenn Smith
Frank Seffrood
John Hull

Absent: Cheryl L. Meredith
Gary L. Kent
Danny Palmer
Jim Schmitz

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

D **ANNOUNCEMENTS**

E **PUBLIC RECOGNITION - None.**

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.

None.

H **PUBLIC HEARINGS/ACTION - None.**

I **ACTION ITEMS**

- 1 Consideration and action on a resolution canvassing returns and declaring the results of the Special Election held on November 8, 2011. **Jane Lees, City Secretary**

RESOLUTION NO. 2011-46

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,
CANVASSING RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION
HELD ON NOVEMBER 8, 2011.**

Proposition :

Adoption of the firefighters' and police officers' civil service law for the Copperas Cove Fire Department.

	Early Voting	Election Day	Total Votes
FOR	338	252	590
AGAINST	700	375	1,075
TOTAL BALLOTS CAST			1,665

Council Member Seffrood made a motion to approve Resolution No. 2011-46 as presented. Council Member Smith seconded the motion, which passed unanimously.

- J **REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS - None.**
- K **ITEMS FOR FUTURE AGENDAS**
- L **EXECUTIVE SESSION - None.**
- M **RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION RESULTING FROM ANY ITEMS POSTED AND LEGALLY DISCUSSED IN EXECUTIVE SESSION**
- N **ADJOURNMENT** - There being no further business, Mayor Hull adjourned the meeting at 3:04 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

Meeting Date: 12/06/2011

Contact: Gary Young, Deputy Fire Chief

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute a Sales Contract between the City of Copperas Cove and Dailey-Wells Communications, Inc. for the purpose of renewing a maintenance contract and renewing a software contract for the City's 800 MHz EDACS Radio Trunking System manufactured by M/A-Com. **Gary Young, Deputy Fire Chief**

BACKGROUND/HISTORY

The City purchased a complete 800 MHz radio system December 2, 2003. The radio system consisted of a transmitter site on Freedom Lane and a total of 345 terminal units (portable, mobile and control station radios). City departments utilize the radio system on a daily basis for the operations. The radio system and radios require annual maintenance and repair to ensure proper operation. Since the initial purchase of the radio system more than 500 maintenance/repair entries have been logged. The repairs range from replacement of missing knobs up to replacement of complete system operating boards. The maintenance contract provides onsite and in house service for our radio system. Although portable and mobile radios can be sent to San Antonio for service, the radio tower site and dispatch facility require a technician to come to Copperas Cove to perform the work. The radio system also requires timely software upgrades to ensure reliable operation internally as well as with the backbone tie to the Bell County Radio system. The radio system is the primary communication system used for 911 responses to calls for service by Fire, EMS and Police.

FINDINGS/CURRENT ACTIVITY

Attached is the annual renewal for the radio maintenance contract, software upgrades and console replacement.

The maintenance contract, software upgrade and console replacement submitted by Dailey-Wells to the City provides:

- Infrastructure Maintenance on site with a response commensurate with the service needed.
- Terminal Maintenance for portables, mobiles and control station performed at the service center in San Antonio.
- Annual Software Service for Radio Programming software.
- Infrastructure Software upgrades.

The maintenance contract submitted by Dailey-Wells to the City does NOT provide:

- Service for any buildings, generators, antennas, batteries, speaker microphones, accessories or mobile radio microphones.

Many infrastructure items that would be covered under the Maintenance Agreement can be extremely expensive to replace, some items can be more than \$90,000 to replace should failure occur.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to execute a contract for services, in the amount of \$73,642.52 between the City of Copperas Cove and Dailey-Wells Communications, Inc. for the purpose of renewing a radio system maintenance contract for specified Infrastructure Maintenance, Terminal Maintenance and Programming Software, Infrastructure Software for the City's 800 MHz Radio System manufactured by M/A-Com.

Fiscal Impact

Funds available Y/N?: Yes

FINANCIAL IMPACT:

The total cost of the proposed 800 MHz radio system maintenance contract renewal and software updates from Dailey-Wells is \$73,642.52. The City has budgeted approximately \$75,000 for the maintenance of the radio system. The cost of the listed services is shared by all departments that utilize the radio system. Please see the included attachment for breakdown by department. Funding for the project has been secured in the 2011-2012 Annual Budget previously approved by City Council.

Attachments

Cost Per Department

SOW Radio Maintenance

System Maintenance Agreement

Software Maintenance Agreement

Radio System Maintenance Cost Breakdown by Department

Account	Department	# of radios	% of Responsibility	Cost Per Department
01-4230-4300-4400	Animal Control	5	1.45%	\$1,070.39
02-4210-5200-4400	Building	3	0.87%	\$642.23
01-4120-2200-4400	City Manager/ACM	1	0.29%	\$214.08
01-4330-7200-4400	Code Enforcement	3	0.87%	\$642.23
02-4425-8401-4400	Compost	1	0.29%	\$214.08
05-4410-7600-4400	Drainage	10	2.91%	\$2,140.77
01-4240-4420-4400	Emergency Management	1	0.29%	\$214.08
01-4170-5100-4400	Engineer	2	0.58%	\$428.15
02-4425-8000-4400	Public Works EOC Desktop	2	0.58%	\$428.15
01-4510-5700-4400	Facility Maint	2	0.58%	\$428.15
01-4240-4400-4400	Fire	94	27.33%	\$20,123.25
09-4310-7402-4400	Golf	8	2.33%	\$1,712.62
01-4320-7100-4400	Library	2	0.58%	\$428.15
55-4220-4103-4400	Municipal Court	1	0.29%	\$214.08
01-4190-7500-4400	<i>NON Department Unassigned 9 Radios</i>		0.00%	\$0.00
01-4310-5400-4400	Parks	19	5.52%	\$4,067.46
01-4230-4200-4400	Police	110	31.98%	\$23,548.48
01-4410-5300-4400	PW Director	2	0.58%	\$428.15
02-4425-8300-4400	Sewer	15	4.36%	\$3,211.16
03-4430-9500-4400	Solid Waste	25	7.27%	\$5,351.93
01-4410-5300-4400	Streets	17	4.94%	\$3,639.31
02-4425-8100-4400	Utilities	8	2.33%	\$1,712.62
02-4425-8400-4400	Waste Water	1	0.29%	\$214.08
02-4425-8200-4400	Water	12	3.49%	\$2,568.93
Totals		344	100.00%	\$73,642.52

Actual
Cost
\$73,642.52
Type of Cost:
Radio System
Maintenance
Agreement
Software Services
FY 2011-2012

Cost Share Per Radio 0.29%

SOW for Maintenance Services
City of Copperas Cove 800 MHz Communications System
(Software FX Services Purchased Separately)

This Statement of Work outlines the services and materials that Dailey & Wells Communications will provide to the City of Copperas Cove regarding the maintenance of the Cities 800 MHz Trunked Communications System. Copperas Cove must purchase software FX services from Dailey-Wells Communications prior to this agreement being fully executed.

Summary

This maintenance contract will be in effect from 1 October, 2011 through 30 September, 2012. Infrastructure maintenance services include Monday through Friday 8 a.m. to 5 p.m. for "Routine Outages" (Minor) and 24x7 support for "System Outages" (Major), travel time, labor and standard parts. Terminal maintenance which includes mobiles, portables and desktop control stations, will be performed at our San Antonio Service Center depot repair and includes shop labor and parts. Annual software service for radio programmer is included with the software FX agreement. System software updated provided under the software FX agreement are provided twice a year. The total value of this contract is \$46,642.52, invoiced annually in advance.

Dailey & Wells Responsibilities-

Respond within 4-6 hours of any minor or major infrastructure outages. The first response will be provided via telephone and a resolution will try to be worked out with the customer and responding technician over the phone. This will also be used as a triage by the technician to help determine parts that may be required for repair. If an outage can not be resolved over the phone then the customer and the responding technician will determine need and urgency for the technician to be on site. Based on this the technician will respond accordingly. Provide the City with an 800 toll free phone number to report any outages. Repair all terminal units received from the city at the San Antonio Service Center in a timely manner and return the units at DWC expense. Assist the City with the installation and testing of software updates provided under the software FX agreement. Schedule a general inspection of the primary radio system tower during the maintenance contract period.

Customers Responsibilities

Provide Dailey & Wells Communications Technical Staff access to all system sites and equipment locations in a timely manner. Provide Dailey & Wells Communications Technical Staff assistance over the phone in troubleshooting and isolation of problems. Provide a POC from the City that will be responsible to verify and approve any work performed by Dailey & Wells Communications regarding this contract. Ship defective terminal units to the Dailey & Wells Service Center in a timely manner at the Cities expense.

Equipment Covered

Only equipment purchased from Dailey & Wells Communications as part of the Cities 800 MHz Trunked Communications System will be covered under this contract. This includes all radio equipment, power systems, microwave radios, T1 multiplexers, system switch and consoles utilizing Windows XP or higher CPU's.

Items Not Covered

Equipment sites, structures, towers and associated equipment (Generators, HVAC, Propane, Electrical, Lights...) will be maintained by and is the responsibility of the City. Portable radio batteries, speaker mic, antennas and accessories along with mobile microphone, and antennas. All fixed location antenna systems and consoles utilizing Windows NT CPU's. Should any equipment be discontinued by the manufacturer, Dailey & Wells Communications is not responsible to repair or replace the discontinued item. Dailey & Wells Communications will attempt to perform repairs pending available parts. Replacement of discontinued equipment is the responsibility of Copperas Cove.

Dailey & Wells Communications failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.

Any damages that occur based on the above listed items and / or deemed abuse or non standard wear and tear will not be covered under the terms of this agreement. Repairs for these types of damages can be competed on a case by case basis and will be billed back to the customer at the Dailey & Wells Communications prevailing rates.

The laws of The State of Texas shall govern the validity, performance and all matters related to the interpretation and effect of this agreement, and any amendment thereto. A court presiding in Coryell County, Texas shall resolve all legal actions by or against either party.

IN WITNESS WHEREOF, The City of Copperas Cove Texas and Dailey-Wells Communications, Inc. have executed this agreement.

The City of Copperas Cove, Texas

Dailey-Wells Communications, Inc.

By: _____

By: _____

Title _____

Title: _____

Date: ____/____/____

Date: ____/____/____

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St. San Antonio, TX 78219

To: Copperas Cove, Gary Young
From: Jim Sawyer (210) 893-6701
Date: July 15, 2011



Radio System Maintenance - Period Oct. 1, 2011 - Sept. 30, 2012

PART DESCRIPTION	PART NUMBER	Qty.	UNIT LIST	DISC. %	UNIT SALE	EXT. SALE
Maintenance, 800 MHz Communications System, Annual	SYSMINTCC	1	\$ 46,642.52	0%	\$ 46,642.52	\$ 46,642.52
					TOTAL	\$ 46,642.52

See SOW for contract details.

Price valid until December 31, 2011.

Terms: Net 30 Days

DAILEY-WELLS COMMUNICATIONS

3440 E. Houston St. San Antonio, TX 78219

To: Copperas Cove, Gary Young

From: Jim Sawyer (210) 893-6701

Date: July 15, 2011



Software FX Agreement - Annual

PART DESCRIPTION	PART NUMBER	Qty.	UNIT LIST	DISC. %	UNIT SALE	EXT. SALE
Service, Software, Annual, Level 2 Single Site with Dispatch	SSSV1C	1	\$ 30,000.00	10%	\$ 27,000.00	\$ 27,000.00
					TOTAL	\$ 27,000.00

Price valid until December 31, 2011.

Terms: Net 30 Days

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute an Inter-Local Assistance Agreement between the City of Copperas Cove and the Bell County Organized Crime Unit. **Tim Molnes, Police Chief**

BACKGROUND/HISTORY

Since 1987 and up until recently, the City of Copperas Cove Police Department has participated in the Central Texas Narcotics Task Force. The Task Force consisted of law enforcement agencies from the Counties of Bell, Milam, and Coryell, and the Cities of Temple, Killeen, Gatesville, Copperas Cove, and Harker Heights. The purpose of that Task Force was to provide a coordinating, investigative unit to identify, investigate, arrest, and prosecute narcotic manufacturers, dealers, and drug users without hindrance of normal territorial limits associated with individual law enforcement agencies thus eliminating duplication of effort.

FINDINGS/CURRENT ACTIVITY

The attached agreement is between the Bell County Organized Crime Unit (BCOCU) and the Copperas Cove Police Department. The Bell County Organized Crime Unit consists of the Bell County Sheriff's Department, Bell County District Attorney's Office, Belton Police Department, Harker Heights Police Department, Killeen Police Department, and the Temple Police Department. The agreement will increase the efficiency and effectiveness in providing law enforcement services through the cooperation of all law enforcement agencies that are a part of the Bell County Organized Crime Unit. The agreement also provides a cooperative working relationship between the Copperas Cove Police Department and the Bell County Organized Crime Unit that is essential to both organizations in efforts against criminal activity of any and all types that cross the jurisdictional boundaries of Bell County and the City of Copperas Cove. The focus of the unit is on all major criminal activity, not just narcotic activity as in the past. The agreement has been reviewed by City staff, the City Attorney, and the Board of Directors of the Bell County Organized Crime Unit.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council authorize the City Manager to execute the attached Inter-Local Assistance Agreement between the City of Copperas Cove and the Bell County Organized Crime Unit.

Fiscal Impact

FINANCIAL IMPACT:

None at this time.

Attachments

Interlocal Agreement

**INTER-LOCAL ASSISTANCE AGREEMENT
BETWEEN THE CITY OF COPPERAS COVE AND THE BELL COUNTY
ORGANIZED CRIME UNIT**

WHEREAS, Section 791.001 of the Texas Government Code authorizes local governments to enter into inter-local cooperation agreements to increase the efficiency and effectiveness in the performance of governmental functions and services; and

WHEREAS, the City of Copperas Cove is located partially within the territorial jurisdiction of Bell County; and

WHEREAS, experience of law enforcement recognizes that often the jurisdictional lines of these organizations are crossed by those who would commit crimes and shared assistance will work to fight crime in both areas and improve public safety in both jurisdictions; and

WHEREAS, the efficiency and effectiveness in providing law enforcement services is increased by and through the cooperation of all law enforcement agencies; and

WHEREAS, the City Council of the City of Copperas Cove finds and determines that the establishment of a cooperative working relationship between the City of Copperas Cove Police Department and Bell County Organized Crime Unit is essential to both organizations in efforts against criminal activity of the type that crosses over the jurisdictional boundaries of Bell County, Texas and the City of Copperas Cove.

This inter-local cooperation agreement (the "Agreement") is entered into between the Board of Directors of the Bell County Organized Crime Unit (BCOCU) and the Police Department of the City of Copperas Cove, Texas ("City") (collectively referred to herein as "Parties" and individually as "Party").

SECTION I.

The Copperas Cove, Texas Police Department may assign officers to work with and assist members of the BCOCU in new and ongoing investigations and information sharing.

SECTION II.

A peace officer from the City cooperating with the BCOCU shall receive from the City of Copperas Cove Police Department the same wage, salary, pension and other benefits from the City of Copperas Cove Police Department as though the service had been rendered directly for City of Copperas Cove Police Department. The officer is entitled to payment by the BCOCU, if on BCOCU duty, for any reasonable expenses incurred for travel, food, or lodging while on duty outside the limits of the territory/jurisdiction of the Copperas Cove Police Department. Such reasonable expenses shall be considered by the BCOCU Commander or designee upon timely application.

SECTION III.

It is further agreed that in the event that any law enforcement officer of the City of Copperas Cove Police Department cooperating with the BCOCU is named as a defendant party to any civil lawsuit, State or Federal, arising out of his official acts while functioning as a law enforcement officer cooperating with the BCOCU, the officer shall be entitled to the same benefits from the City of Copperas Cove Police Department that such law enforcement officer would be entitled to receive, had such civil action arisen out of an official act within the scope of his duties as a member in the jurisdiction of the City of Copperas Cove Police Department.

No Party to this Agreement shall be liable for the judicially determined torts of a law enforcement officer of another county or political subdivision who is assigned to the BCOCU, except as may be decreed by a judgment from a court of competent jurisdiction.

It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity defense that would otherwise be available to it against claims arising in the exercise of government powers and functions.

Each Party to this Agreement expressly waives all claims the other Party to the Agreement for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

Each Party agrees to acquire and keep in full force an effective liability insurance policy covering its law enforcement officers for minimums amounts of \$1,000,000 for each person, and \$1,000,000 for each occurrence, while acting pursuant to this Agreement.

Both Parties agree that payments for the performance of governmental functions or services under this Agreement must be made from current revenues available to the paying Party.

SECTION IV.

Forfeitures seized and forfeited pursuant to Chapter 59 of the Texas Code of Criminal Procedure or from a Federal seizure and forfeiture shall be dispersed as follows: Any Forfeiture made by the Copperas Cove Police Department in Coryell County, Texas will be handled pursuant to Forfeiture agreements made between said agency and the local prosecuting attorney. If the BCOCU assists in an operation or investigation that leads to this forfeiture then the BCOCU will submit to the Copperas Cove Police Department a request for a percentage share of any seized assets or funds in relation to the participation of the BCOCU. The Copperas Cove Police Department may also request from the BCOCU a percentage share of assets and funds seized by the BCOCU in relation to their participation and assistance in said forfeiture.

SECTION V.

This Agreement may be amended by the mutual agreement of the Parties hereto, including parties which may join in the future, in a writing to be attached to and incorporated into this Agreement.

SECTION VI.

This Agreement may be terminated by either Party by providing the other Party thirty (30) days written notice of termination.

SECTION VII.

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, hereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

SECTION VIII.

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

SECTION IX.

Any notice to the BCOCU given hereunder by City shall be made in writing, and may be affected by personal delivery or by certified mail, return receipt requested, to all Parties listed in this paragraph:

Bell County Sheriff
Bell County District Attorney's Office
Police Chief of the Cities of: Belton, Harker Heights, Killeen, and Temple

Any notice to the City given hereunder by BCOCU shall be made in writing, and may be affected by personal delivery or by certified mail, return receipt requested, to the Chief of Police of the City of Copperas Cove at 302 East Ave E, Copperas Cove, Texas 76522.

SECTION X.

EXECUTED in separate originals for each Party, each of which shall have the full force and effect of any original, this Agreement is effective when signed and approved by both Parties, and signatures attached represent agreement with this effective date or dates.

AGREED TO AND EXECUTED this _____ day of _____, 2011.

CITY OF COPPERAS COVE

**BELL COUNTY ORGANIZED CRIME
UNIT**

Andrea M. Gardner, City Manager

Dan Smith, Bell County Sheriff

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

Information

SUBJECT

Consideration and action on a resolution authorizing the City Manager to donate used body armor to the Nolanville Police Department. **Tim Molnes, Police Chief**

BACKGROUND/HISTORY

The City provides body armor to all police officers. Over the years as officers leave, the City retains the assigned police officer's body armor which has resulted in an accumulation of surplus body armor that the Department has in inventory. When new body armor is purchased for police officers, the body armor and carrier are sized and fitted to each particular officer thus making the armor an item that is not passed from one officer to another.

Also, current National Institute of Justice standards suggest that body armor should be replaced after 5 years of use. The Department replaces an officer's body armor through the assistance of the Bulletproof Vest Partnership (BVP) grants received each year. Body armor is not an item that should be disposed of through public auction and, over time, results in an ever increasing inventory that takes up storage room.

FINDINGS/CURRENT ACTIVITY

City Staff is requesting to donate used body armor to other police departments in need. Specifically, Chief Gary Kent of the Nolanville Police Department has requested 20 used body armor. Attached is a letter sent to the City Manager confirming the request and asking for City Council approval.

ACTION OPTIONS/RECOMMENDATION

City Staff recommends City Council approve Resolution No. 2011-50, authorizing the City Manager to donate used body armor to the Nolanville Police Department.

Fiscal Impact

FINANCIAL IMPACT:

None.

Attachments

Body Armor Request Ltr
Res No 2011-50



Nolanville Police Department

P.O. BOX 128
ONE HUNDRED MAIN STREET
NOLANVILLE, TEXAS 76559
(254) 698-6334 OR 698-6346
FAX (254) 698-6337

CHIEF OF POLICE
Gary L. Kent



SERVICE - COURTESY
LOYALTY

November 02, 2011

To: City Manager: Andrea Gardner
507 S. Main St., Copperas Cove, TX 76522
Tel: (254) 547-4221 (254) 547-4221 FAX: (254) 547-4301

Subject: Used Bulletproof Vests

I Chief Gary Kent of the Nolanville Police Department would like to formally request 20 each used bulletproof vests from Chief Tim Molnes of the Copperas Cove Police Department.

These vests will be used for police officers in my department.

I have spoken with Chief Molnes and was approved by him.

I now request approval from the City Manager and the City Council.

Thank you in advance for your approval

Gary L. Kent
Chief of Police
Nolanville Police Department

RESOLUTION NO. 2011-50

**A RESOLUTION OF THE CITY OF COPPERAS COVE,
TEXAS, AUTHORIZING THE CITY MANAGER TO
DONATE USED BODY ARMOR TO THE NOLANVILLE
POLICE DEPARTMENT.**

WHEREAS, the Copperas Cove Police Department requires its officers to wear body armor when the officer is in uniform and serving in an enforcement capacity; and

WHEREAS, the Copperas Cove Police Department through the assistance of the Bureau of Justice Assistance (BJA) Bulletproof Vest Partnership (BVP) grant replaces an officer's body armor every 5 years; and

WHEREAS, the used body armor of the Copperas Cove Police Department may be a donation to be utilized by the officers of the Nolanville Police Department.

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

Section 1:

That the donation of used body armor to the Nolanville Police Department is authorized, and is specifically made for the benefit of its police officers.

PASSED, APPROVED, AND ADOPTED on this 6th day of December 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

Meeting Date: 12/06/2011

Contact: Ken Wilson, Division Head of Parks and Leisure Services, Community Services

Information

SUBJECT

Consideration and action on authorizing a lease agreement between the City of Copperas Cove and the Cove House Emergency Homeless Shelter, Inc. **Ken Wilson, Division Head of Parks and Leisure Services**

BACKGROUND/HISTORY

In 1996 the City of Copperas Cove appointed a board to operate and maintain the Cove House Emergency Homeless Shelter, Inc. The lease agreement stated the Cove House board would pay a rental fee of one dollar for the use of the five buildings on the premises to maintain and operate an emergency homeless shelter for the period of one year.

The Cove House Board of Directors has continued to maintain the operation of providing emergency shelter and a food pantry for families in need in our community. In January 2001 the term of the lease increased to a three year term.

FINDINGS/CURRENT ACTIVITY

The Board of Directors of the Cove House Emergency Shelter will continue to provide the much needed services of providing our citizens in need with shelter, food, job skills training and the tools required to return to independent living by renewing the lease contract with the City of Copperas Cove for a three year term beginning on January 1, 2012 and ending December 31, 2015.

ACTION OPTIONS/RECOMMENDATION

City staff recommends review and approval of the Lease Agreement between the City of Copperas Cove and the Cove House Emergency Homeless Shelter.

Attachments

Cove House Agreement

LEASE AGREEMENT

**STATE OF TEXAS
COUNTY OF CORYELL
CITY OF COPPERAS COVE**

This lease is made and executed in duplicate originals by and between the City of Copperas Cove, herein called Lessor, and Copperas Cove House Board of Directors, Coryell County, Texas, herein called Lessee.

1. PURPOSE

Lessee shall operate a homeless shelter for the purpose of providing temporary housing for homeless people.

2. DESCRIPTION OF PREMISES

Lessor leases, lets and demises unto Lessee, those certain premises situated in Copperas Cove, Coryell County, Texas, known as Cove House and described as follows:

106 East Halstead
706 N. Main
708 N. Main
104 E. Halstead
108 E. Halstead

and all appurtenances thereto.

3. TERM

This Lease Agreement shall be for a period of three (3) years beginning on January 1, 2012 and ending December 31, 2015. There shall be an option for renewal to be considered and approved by both Lessor and Lessee in November prior to expiration of the current Agreement. Options for renewal shall be executed by Amendment to this Agreement.

4. RENT

The total rent for all said premises shall be One Dollar & No/100 (\$1.00) per year.

5. PAYMENT OF UTILITIES

Lessee agrees to pay for all utilities and/or connections used in, on or about the leased premises including, but not limited to, charges for electricity, gas, water, sewer, solid waste and telephone.

6. INSURANCE

A. Lessee shall obtain, at Lessee's expense, property and liability insurance on said premises. This insurance shall be effective January 1, 2012 and shall be maintained throughout the term of this Lease, or any renewal period. The following policies shall be provided:

- (1) A policy or policies of insurance insuring both Lessor and Lessee and naming Lessor as Loss Payee against all claims, demands or actions arising out of or in connection with Lessee's use or occupancy of the leased premises, or by the condition of the leased premises, the limits of such policy or policies to be in the amount not less than One Hundred Thousand & No/100 (\$100,000) in respect of property damaged or destroyed and an amount not less than Five Hundred Thousand & No/100 (\$500,000) per person/One Million and No/00 (\$1,000,000) per incident for person or persons injured or killed.
- (2) Lessee will be responsible to obtain fire and extended coverage insurance upon all buildings and other improvements at any time located upon or constituting a part of the leased premises. Any such policy of insurance shall be payable to Lessor and shall contain a loss payable clause in favor of any existing or subsequently placed mortgage upon the leased premises during the term of this lease by Lessor.
- (3) Lessee is responsible for insurance on all of its contents and Lessor has no obligation to provide insurance for Lessee's contents of whatever nature, including its inventory.

B. Insurance Companies: All policies of insurance required to be maintained by Lessee under the provisions of this Section Six shall be written by solvent insurance company or companies reasonably acceptable to Lessor and which are duly licensed to issue such policies in the State of Texas. Said policies shall provide for at least thirty (30) days written notice to Lessor by the insurer or insurers prior to cancellation. Lessee shall promptly cause a certificate or certificates of such insurance to be delivered to Lessor and certificates evidencing the renewals thereof shall be delivered to Lessor at least thirty (30) days prior to the expiration of the respective policy terms. Should Lessee fail to comply with the foregoing requirements relating to insurance, Lessor may obtain such insurance and Lessee shall pay to Lessor on demand, as additional rental hereunder, the premium costs thereof plus interest at the maximum legal rate per annum from the date of payment by Lessor until repaid by Lessee.

7. MAINTENANCE BY LESSEE

Lessee agrees at its sole risk and expense to maintain in good and substantial condition, order and repair, outside and inside, throughout the term of this Lease all of

the leased premises together with all improvements thereon, and thereunder, provided; however, it shall be Lessee's responsibility to replace, repair or restore any portion of the improvements which may be damaged or destroyed by reason of fire, or other casualty, but not as a result of taking of any portion of leased premises by condemnation, unless such taking is caused by some act or omission of Lessee. Lessee agrees not to commit any waste of the leased premises. Upon the expiration or other termination of this Lease, Lessee agrees to surrender possession of the leased premises to Lessor in as good condition as it was at the commencement of the term except for reasonable wear and tear. Any maintenance work undertaken by Lessee shall be done in a good workmanlike manner using materials of good quality; and Lessee shall obtain all permits, comply with all governmental requirements and pay the entire costs of such work promptly, leaving the leased premises free of all liens for both labor and materials.

8. LIMITATION OF LIABILITY AND INDEMNITY

Lessor shall not be liable to Lessee or Lessee's employees, patrons, customers, agents or visitors, or to any other person or persons whomsoever for any injury to person or damage to property on or about the leased premises caused by the negligence or misconduct of Lessee, Lessee's agents, servants, employees or any other persons entering upon the leased premises under the expressed or implied invitation of license of Lessee in the performance of Lessee's obligations hereunder, or caused by any building or other improvements located on the leased premises becoming out of the repair.

Lessee agrees that it will indemnify and hold harmless Lessor, the City of Copperas Cove, its personal representatives, heirs, and successors and assigns of, from and against all suits, claims and actions of every kind by reason of breach, violation or non-performance of any term or conditions on the part of the Lessee hereunder. Additionally, Lessee agrees to indemnify and hold harmless of, from and against all claims, actions, damages, liabilities and expense asserted against the Lessor, its personal representative, heirs, successors and assigns on account of injuries to the person or damages to property when and to the extent that such damages or injury may be caused, either proximate or remote, wholly or in part by any act or omission, whether negligent or not, of Lessee or any of its agents, servants, employees, contractors, patrons or invitees (while such invitees are on the leased premises) or of any other persons entering upon the leased premises under or with the expressed or implied invitation of Lessee, or if any such injury or damage may in any other way arise from or out of the occupancy or use of lessee, its agents, employees and invitees of the leased premises.

9. SIGNS

Lessee shall have the right to erect or attach to the leased premises such signs as it may deem proper and necessary, and provided all signs are attached according to City of Copperas Cove Code of Ordinance. Any sign erected or placed on or about the

premises may be removed by Lessee at the expiration or termination of this lease, provided that any damage to the premises resulting from such removal will be repaired at the sole expense of Lessee.

10. FURNITURE AND FIXTURES

All furniture, fixtures, equipment and food inventory in leased premises at the onset of Lease Agreement shall be available for Lessee's use during the term of the agreement. At the termination or expiration of the Lease Agreement these same furniture, fixtures and equipment shall remain in said properties. See Addendum A.

All furniture and fixtures and equipment placed in the leased premises by Lessee shall remain the property of Lessee, subject to the rights of Lessor thereon as provided by law and in this Lease Agreement. The Lessee may, at the expiration of the term hereof, remove such furniture and fixtures placed by Lessee if removal is done so as not to damage the leased premises or that any resulting damage be repaired by Lessee at Lessee's expense.

11. NO TRANSFER OR PLEDGE OF LEASEHOLD INTEREST

Lessee shall not assign this lease or any interest therein, or sublet the leased premises or any part thereof, or license the use of all or any portion of the leased premises or business conducted therein or thereon, or encumber or hypothecate this Lease, without first obtaining the written consent of Lessor; and any assignment, subletting, licensing, encumbering or hypothecating of this Lease without such prior written consent shall, at the option of Lessor, terminate this Lease.

It is agreed and understood that if the Lessor agrees to any assignment of subletting of the premises, that if same is to be done on rentals higher than those specified in this lease or for any type of payment such as bonus to the Lessee for said assignment and subletting, then in that case the Lessor shall be entitled to all additional rents or other types of payments whether by bonus or otherwise paid to the Lessee under the terms of said assignment or subletting.

12. RIGHTS AND REMEDIES CUMULATIVE

All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

Should Lessor be in default under the term of this Lease Lessor shall have reasonable and adequate time in which to cure the same after written notice to Lessor by Lessee.

13. APPLICABLE LAW, VENUE AND SERVICE

Texas law shall be used in interpreting this Lease and in determining the rights of the parties under it.

Venue of action involving this Lease shall be in Coryell County, Texas.

Personal service, either within or without the State of Texas, shall be sufficient to give personal jurisdiction to any Court in which an action is filed for litigation of rights under this Lease.

14. AMENDMENTS TO BE IN WRITING

This Lease may be modified or amended only by a writing duly authorized and executed by both Lessor and Lessee. It may not be amended or modified by oral agreements or understandings between the parties unless the same shall be reduced to writing duly authorized by both Lessor and Lessee.

15. WAIVER OF BREACH

No waiver of any breach of any provisions, covenants or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition or of any other provision, covenant or condition.

16. PARTIES BOUND

Each and every provision of this Lease shall bind and shall inure to the benefit of the parties hereto and their legal representatives. The term; "legal representative" is used in this Lease in its broadest possible meaning and includes, in addition to Executors and Administrators, every person, partnership, corporation or association succeeding to the interest or to any part of the interest in or to this Lease or in or to the leased premises, of either the Lessor or the Lessee herein, whether such succession results from the act of a party in interest, occurs by operation of law or is the effect of the operation of law together with the act of such part. Each and every covenant, agreement and condition of this Lease to be performed by the Lessee shall be binding upon all assignees, sublease and/or licensees of Lessee.

17. NOTICES

All notices or demands of any kind which Lessor may be required or may desire to serve on Lessee under the terms of this Lease may be served upon Lessee (as an alternative to personal service upon Lessee) by leaving a copy of such demand or notice addressed to Lessee at, or by mailing a copy thereof by registered or certified mail, postage prepaid, addressed to Lessee at the leased premises or at such other address or addresses as may from time to time be designated by lessee in writing to Lessor. Service shall be deemed complete at the time of the leaving of such notice as aforesaid or within five (5) days after mailing of same. Any and all notices or demands from Lessee to Lessor may be similarly served upon Lessor at its principal office or at such other address as Lessor may in writing designate to Lessee.

18. USE OF PREMISES AND TIME FOR USE OF PREMISES

- A. Lessee will use the premises for activities pertaining to providing temporary housing facilities and for no other purpose without the express written consent of Lessor.
- B. Lessee will not make or permit any use of the premises or do or permit any act, including the keeping of anything, in or about the premises, which directly or indirectly will tend to injure the reputation of the premises; violate any law, ordinance or regulation; or violate the terms of or cause any increase in the rate under any insurance policy covering or relating to the leased premises, unless Lessee shall pay for the increased rate.
- C. Lessee shall comply with all laws, ordinances and government regulations, including but not limited to compliance with Americans with Disabilities Act, and with any direction of any public officer, pursuant to law, which shall impose any duty on Lessee with respect to the leased premises or the occupation thereof.

19. SUBORDINATION

The Lease and Lessee's leasehold interest under this Lease is and shall be subject, subordinate and inferior to any Deed of Trust, lien or encumbrance now or hereafter placed on the leased premises by Lessor, to all advances made under any such lien or encumbrance, and to the interest payable on any such liens or encumbrances.

20. RIGHT OF INSPECTION

Lessor and his agents have the right at all reasonable times during the term of this lease to enter the leased premises for the purpose of inspecting them and the improvements thereon.

21. END OF TERM

On the expiration or other termination of this Lease, whether primary or renewal, if any, Lessee shall quit and surrender to Lessor the leased premises in as good and clean as the order and condition at the commencement of the term.

22. REPOSSESSION OF LEASED PREMISES

Any and all property of Lessee which may be left in or on the leased premises after the termination of this Lease or Lessee's right of possession for any reason be handled, removed or otherwise disposed of by Lessor at the risk and expense of Lessee, and Lessor shall in no event be responsible for any property left on the premises by Lessee. Lessee shall pay to Lessor, on demand, all expenses incurred in such disposition, including a reasonable charge for storage, but Lessor shall be under no obligation to

provide storage; and Lessee hereby expressly consents to the sale, removal, discard or any other disposition thereof by Lessor.

In the event Lessee shall abandon said premises, said abandonment shall constitute a termination of this Lease and trigger Lessor's re-entry.

23. LESSOR'S LIEN

Lessor shall have a statutory landlord's lien and any constitutional liens upon all of Lessee's property on the leased premises. In addition, Lessor shall have an expressed landlord's lien upon all goods, chattels or personal property of any description not to exempt by statute belonging to Lessee which are placed in or become a part of, the leased premises, as security for rent due and to become due for the remainder of the lease term; and Lessee hereby grants to Lessor a security interest in all such nonexempt personal property placed in said leased premises for such purposes. In the event Lessor exercises the option to terminate the leasehold, reenter and relent the premises as provided in the preceding sections, then Lessor after giving Lessee reasonable notice of the intent to take possession and giving an opportunity to Lessee for hearing thereon, may take possession of all the Lessee's nonexempt property on the premises and sell same at public or private sale after ten (10) days written notice to Lessee, for cash or on credit, or for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this Lease then to any other charges that Lessee may owe Lessor with the balance, if any, to be paid to Lessee.

24. ALTERATIONS, CHANGES AND ADDITIONS

No structural changes, alterations or additions shall be made by the Lessee to the leased premises without the prior written consent of the Lessor, and any such structural change, alteration or addition to or upon the leased premises made with the aforesaid written consent of the Lessor shall remain for the benefit of and become the property of the Lessor, unless otherwise provided in the written consent.

It is agreed that all permanent improvements made to or furnished by the Lessee on the demised premises shall be deemed to be and shall become part of the realty and shall belong to Lessor upon expiration of this Lease or any extension hereof, provided, however, that all window air-conditioner units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the property of Lessee and may be removed upon termination of the Lease or any extension hereof, provided, further, that all chattels that will not damage the permanent improvements if removed, shall be deemed the property of Lessee and may be removed upon termination of this Lease.

25. RELATIONSHIP OF PARTIES, NUMBER AND GENDER

Nothing herein contained shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Whenever the context so indicates, the gender of all words shall include the masculine, feminine, and neither, whichever is applicable, and the singular or plural in number shall be deemed to include the other, whenever applicable.

26. SECTION HEADINGS

The captions used herein are for convenience only and do not limit or amplify the provisions hereof and shall not be taken into consideration in any construction or interpretation of this lease or its provisions.

27. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or enforceability shall not affect any other provisions thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

28. COUNTERPARTS, ONE AGREEMENT

This agreement and all of the copies of this agreement, insofar as they relate to the rights, duties, and remedies of the parties, shall be deemed to be one agreement. This agreement may be executed concurrently in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

29. OBJECTIONABLE CONDUCT: RIGHT TO TERMINATE

If Lessor shall deem objectionable or improper any conduct in or about the leased premises on the part of the Lessee, Lessee's agents, visitors, guests or invitees, Lessor may give Lessee ten (10) days notice of intention to terminate this Lease and tender any rent therefore paid on account of the then unexpired term and at the expiration of said ten (10) day period, this Lease shall terminate and Lessee will then surrender the leased premises to Lessor as herein provided. Said objectionable conduct, may include, but it is not limited to conduct against the precepts and principles of the City of Copperas Cove or a violation of any law of Texas or of the United States.

30. DESTRUCTION OF PREMISES

It is further agreed between the Lessor and the Lessee that if during the term of this Lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or throughout any other cause, so as to render the demised premises unfit for occupancy, or makes it impossible to conduct the business of the tenant thereon, or to such an extent that the leased premises cannot be repaired with reasonable diligence within ninety (90) days from the happening of such injury, then Lessor may terminate this lease and the term herein demised from the date of such damage or destruction and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this Lease, and dispossess all parties then in possession thereof. But if the demised premises can be restored within one hundred and five (105) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from occurrence of such injury elects in writing to so repair or restore said premises within ninety (90) days from the happening of the injury thereto; then this Lease shall not end or terminate on account of such injury be fire or otherwise. If, however, the aforesaid, as not to be rendered unfit for occupancy, then, the Lessee shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised shall, however, in any event be repaired and replaced by the Lessee at their own expense and not at the expense of the Lessor. The entire proceeds of any insurance in case of loss are to be paid to the Lessor to be held, paid and used solely for the repairing, rebuilding and restoration of the leased premises on account of the injury of destruction of which such insurance monies have been paid. The Lessor shall use such insurance monies for the repair or reconstruction of the leased premises and the Lessor shall provide any additional sums which may be required to complete the repair or reconstruction thereof so that the repaired, rebuilt or newly constructed building shall be at least equal in stability, permanency of construction, usefulness and value to the building in existence immediately prior to the damage or destruction. All decisions as to type of materials, plans, specifications, and contractor shall be made by Lessor.

31. LESSEE'S ACCEPTANCE OF PROPERTY

At the commencement of the term, the Lessee shall accept the building, improvements and any equipment on or in the leased premises in their existing condition. No representation, statement or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in such property or for any limitation on its use. The taking of possession of the leased property by the Lessee shall be conclusive evidence that the Lessee accepts the same "AS IS" and that the leased property and the building of which the same form a part were in good condition at the time possession was taken, and suitable for the purposes intended. The Lessor shall not be responsible for the purposes intended. The Lessor shall not be responsible for any latent defect or change of condition in the building, improvement, and

personality, and the rent hereunder shall not be withheld or demised on account of any defect in such property, any change in the condition thereof or any damage occurring thereto.

32. HUMAN RIGHTS, DISCRIMINATION

1. Lessee agrees not to discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion.
2. Lessee agrees not to discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion, and
3. Lessee will provide no religious instruction or counseling conduct, no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

33. OBTAINING NON-PROFIT STATUS

Lessee agrees that it will maintain a 501-C-3 status under the Internal Revenue Code as a tax exempt organization throughout the term of this Lease.

IN WITNESS THEREOF the parties have executed this Lease Agreement effective this 4th day of December, 2011, in duplicate originals on the date of their acknowledgments.

LESSOR:

City of Copperas Cove
Copperas Cove, TX

BY: _____

Andrea M. Gardner
City Manager

LESSEE:

Cove House Emergency Shelter
Copperas Cove, TX

BY: _____

Stephen Schmit
Chairman of the Board

ATTEST:

Jane Lees
City Secretary

ATTEST:

Gwendolyn Gray
Board Secretary

City Council Regular

G. 9.

Meeting Date: 12/06/2011

Contact: Gary Young, Deputy Fire Chief

Information

SUBJECT

Consideration and action on Acadian Ambulance Service, Inc. application for renewal of a non-emergency ambulance franchise. **Gary D. Young, Deputy Fire Chief**

BACKGROUND/HISTORY

Acadian Ambulance Service has submitted a RENEWAL application and fee for a non-emergency ambulance franchise in the City of Copperas Cove. The original ambulance franchise was approved by Council on June 21, 2011.

FINDINGS/CURRENT ACTIVITY

The renewal 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.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council take action on the renewal 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:

Fee for service to be received is \$3,000.

Attachments

Acadian Franchise Renewal



November 21, 2011

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

Subject: Application for Renewal of 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).

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,

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

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

cc: Mike Baker, Fire Chief and Emergency Management Coordinator



Application for Renewal of Non-Emergency Ambulance Franchise

City of Copperas Cove, Texas

November 21, 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.

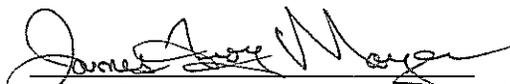
Section 19-87: Liability disclaimer.

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. 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



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



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

P. Dwayne David

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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.



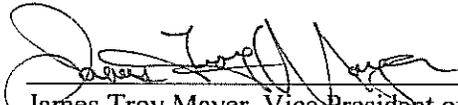
State of Texas

County of Bell

BEFORE ME, the undersigned Notary, Roman G. Villarreal, on this 21st day of November, 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.

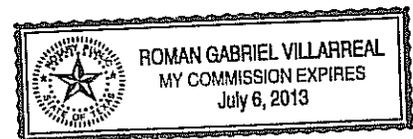

James Troy Mayer, Vice President of Operations

Subscribed and sworn to before me, this 21st day of November, 2011.



NOTARY PUBLIC

My commission expires: 7/6/13





ACADIAN AMBULANCE SERVICE, INC.

Fees for Service
November 2011

<u>Description</u>	<u>2011 Rates</u>	
	<u>Amount</u>	
<u>Transports</u>		
ALS2 Emergency		\$835.00
ALS1 Emergency		\$835.00
ALS1 Non-Emergency		\$835.00
BLS Emergency		\$835.00
BLS Non-Emergency		\$565.00
Specialty Care Base		\$1,485.00
<u>Mileage</u>		
Mileage - 0 - 50 miles		\$19.50
51 - 100 miles		\$15.00
101 and over		\$15.00

ACADIAN AMBULANCE SERVICE



Fees for Service

November 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


James Troy Mayer
Vice President of Operations

Meeting Date: 12/06/2011

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

Information

SUBJECT

Public hearing and action on a resolution to tax goods-in-transit in accordance with Texas Property Tax Code, Section 11.253. **Ryan D. Haverlah, Assistant Director of Financial Services/Budget Director**

BACKGROUND/HISTORY

The Texas Legislature, in the 2011 special session, amended the goods-in-transit exemption found in the Texas Property Tax Code, section 11.153. Beginning in 2012, "goods-in-transit" are defined as tangible personal property stored under a contract of bailment in a public warehouse that is not owned or controlled by the owner of the personal property for 175 days or less. In more simplified terms, Senate Bill 1 removed the requirement that goods-in-transit must be assembled, manufactured, processed or fabricated in this state and clarified that the warehouse in which the goods are stored must not be "in any way owned or controlled by" the owner of the goods.

FINDINGS/CURRENT ACTIVITY

SB 1 requires a taxing unit to hold a public hearing and adopt a new resolution if the body desires to continue to tax goods-in-transit even if the taxing unit has already done so in the past. Therefore, in order to effectively tax goods-in-transit beginning in 2012, the City must hold a public hearing and adopt a resolution prior to January 1, 2012. If the City does not adopt a resolution to tax goods-in-transit prior to January 1, 2012, an exemption will be granted by law. Current legislation allows the City to change its election in subsequent years as long as a resolution is passed prior to January 1 of that tax year.

After speaking with Chief Appraiser Mitch Fast, Coryell County does not currently have any public warehouses storing goods-in-transit under a contract of bailment; however, if such a situation were to exist, the City would have to act in the above mentioned manner to have authority to tax goods-in-transit in the City's jurisdiction.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council take action on the item. Should the body desire to tax goods-in-transit, a public hearing must be held prior to passage of the attached resolution.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The financial impact of passage cannot be quantified at the current time since there are no warehouses storing goods-in-transit under a contract of bailment within the City limits. However, if City Council were to pass the resolution, the subject activity that occurred within the City limits would be taxed and generate tax revenue and would not impact the residential citizens of Copperas Cove.

Attachments

[Resolution](#)

[CCAD letter](#)

RESOLUTION NO. 2011-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, TO SUBJECT GOODS-IN-TRANSIT TO AD VALOREM TAXATION BEGINNING ON JANUARY 1, 2012.

WHEREAS, Pursuant to the Texas Constitution and Texas Property Tax Code, §11.253, local taxing units are granted the option to tax goods in transit which would otherwise be exempt pursuant to § 11.253; and

WHEREAS, This governing body has held a public hearing pursuant to Texas Constitution Article VIII, §1-n(d) on the issue of whether goods in transit, as defined by the referenced §11.253, should be taxed or exempted; and

WHEREAS, The City of Copperas Cove determines that it is in the public interest to provide for the ad valorem taxation of goods in transit, as defined by the referenced § 11.253.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Copperas Cove, Texas subjects all “goods in transit” as defined by Texas Property Tax Code §11.253 to ad valorem taxation by the City of Copperas Cove, pursuant to the City’s annual ad valorem tax assessment, if not otherwise exempt or subject to abatement by law other than §11.253 and Texas Constitution Article VIII, §1-n.

PASSED, APPROVED, AND ADOPTED on this 6th day of December 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



CORYELL CENTRAL APPRAISAL DISTRICT
705 E. MAIN STREET
GATESVILLE, TX 76528



November 3, 2011

Ms. Andrea Gardner, City Manager
City of Copperas Cove
PO Box 1449
Copperas Cove, TX 76522

RE: Goods-in-transit exemption election

Dear Ms. Andrea Gardner,

In its 2011 special session, the Texas Legislature amended the goods-in-transit exemption found in section 11.253 of the Texas Property Tax Code. SB 1 removed the requirement that goods- in-transit must be assembled, manufactured, processed or fabricated in this state and clarified that the warehouse in which the goods are stored must not be "in any way owned or controlled by" the owner of the goods.

Beginning in 2012 "Goods-in-transit" are defined as tangible personal property stored under a contract of bailment in a public warehouse that is not owned or controlled by the owner of the personal property for 175 days or less.

SB 1 requires a taxing unit to hold a public hearing and adopt a new resolution if they wish to continue to tax goods-in transit even if the taxing unit has already done so in the past. Therefore, in order to effectively tax goods-in-transit beginning in 2012, the taxing unit must hold a public hearing and adopt a resolution prior to January 1, 2012. Taxing units that do not adopt a resolution to tax goods-in-transit prior to January 1, 2012 will by law grant the exemption. Current legislation allows taxing units to change their election in subsequent years as long as a resolution is passed prior to January 1 of that tax year.

To my knowledge Coryell County does not currently have any public warehouses storing goods-in-transit under a contract of bailment; however, if in the future they were to exist a taxing unit would have to act in the above mentioned manner to have authority to tax. A resolution is included which you may be able to adapt for your jurisdiction if you wish to tax goods-in-transit should they exist.

Please contact me at (254) 865-6593 if you have any questions or concerns regarding this matter.

Sincerely,

Mitch Fast, RPA
Chief Appraiser

GATESVILLE OFFICE
705 E MAIN ST
254-865-6593 PHONE
254-865-1280 FAX

COPPERAS COVE OFFICE
207 S 3RD ST #200
254-542-6960 PHONE
254-542-7586 FAX



RESOLUTION NO. ____

WHEREAS, pursuant to the Texas Constitution and TEX. PROP. TAX CODE, § 11.253, local taxing units are granted the option to tax goods in transit which would otherwise be exempt pursuant to § 11.253; and

WHEREAS, this governing body has held a public hearing pursuant to TEX. CONST. Art. VIII, § 1-n(d) on the issue of whether goods in transit, as defined by the referenced § 11.253, should be taxed or exempted; and

WHEREAS, the _____ [name of governing body] determines that it is in the public interest to provide for the ad valorem taxation of goods in transit, as defined by the referenced § 11.253;

NOW, THEREFORE, BE IT RESOLVED BY THE _____ [name of governing body] THAT:

All "goods in transit" as defined by TEX. PROP. TAX CODE § 11.253 shall be subject to ad valorem taxation by the _____ [name of taxing unit], pursuant to the _____ [taxing unit's] annual ad valorem tax assessment, if not otherwise exempt or subject to abatement by law other than § 11.253 and TEX. CONST. Art. VIII, § 1-n.

The foregoing resolution was moved and seconded and adopted by a majority vote at a meeting of the _____ [name of governing body] on _____, 20__.

[name and title of presiding officer]

ATTEST:

[name and title of secretary, clerk etc.]

Information

SUBJECT

Public hearing and action on a request to abandon the drainage easement located partially on Lot 3, Block 6, Turkey Creek Estates, Section 2. **Chris Stewart, Stewart Planning Consulting**

BACKGROUND/HISTORY

The Turkey Estates, Section 2 Subdivision was platted in 1983. The plat includes a 10' drainage easement centered about the common property line of Lot 3 and 4 of Block 6. Drainage infrastructure (channel, swale, pipe, etc.) has not been constructed in the easement since the neighborhood was developed.

The current property owner of Lot 3 (1406 Eagle Trail) has requested that the easement be abandoned.

FINDINGS/CURRENT ACTIVITY

Staff has reviewed the location and determined that there is no City infrastructure in place. The easement was presumably placed at the location in case it was necessary to direct stormwater runoff from Bluebird Trail downhill to the lower elevations below the subdivision. Stormwater generally flows from the neighborhood to the south/railroad tracks.

As indicated earlier, there is no infrastructure and the City is not currently relying on the easement to provide drainage service.

In the future, should roadway or drainage improvement projects in the area be undertaken, the need may present itself to locate a pipe or similar piece of infrastructure in that location. It is also possible that small changes in drainage patterns as a result of grading, landscaping, retaining walls on private property might produce the need to install improvements in the easement. Granted, viewed with today's "binoculars into the future", the likelihood of these situations arising is very small.

However, staff believes that because of the expense and time involved in procuring new easements when these types of situations do arise, it is better policy to not routinely grant an abandonment of easements. If the easement is abandoned, then there needs to be another route to get the runoff from A to B. Therefore, staff recommends that if the easement is abandoned, another easement can be identified and secured on the applicant's property or the neighbor's property to preserve the ability to move water in the future.

At the November 4, 2011 regular meeting of the Planning and Zoning Commission, the Commission recommended unanimous approval based on staff's recommendation.

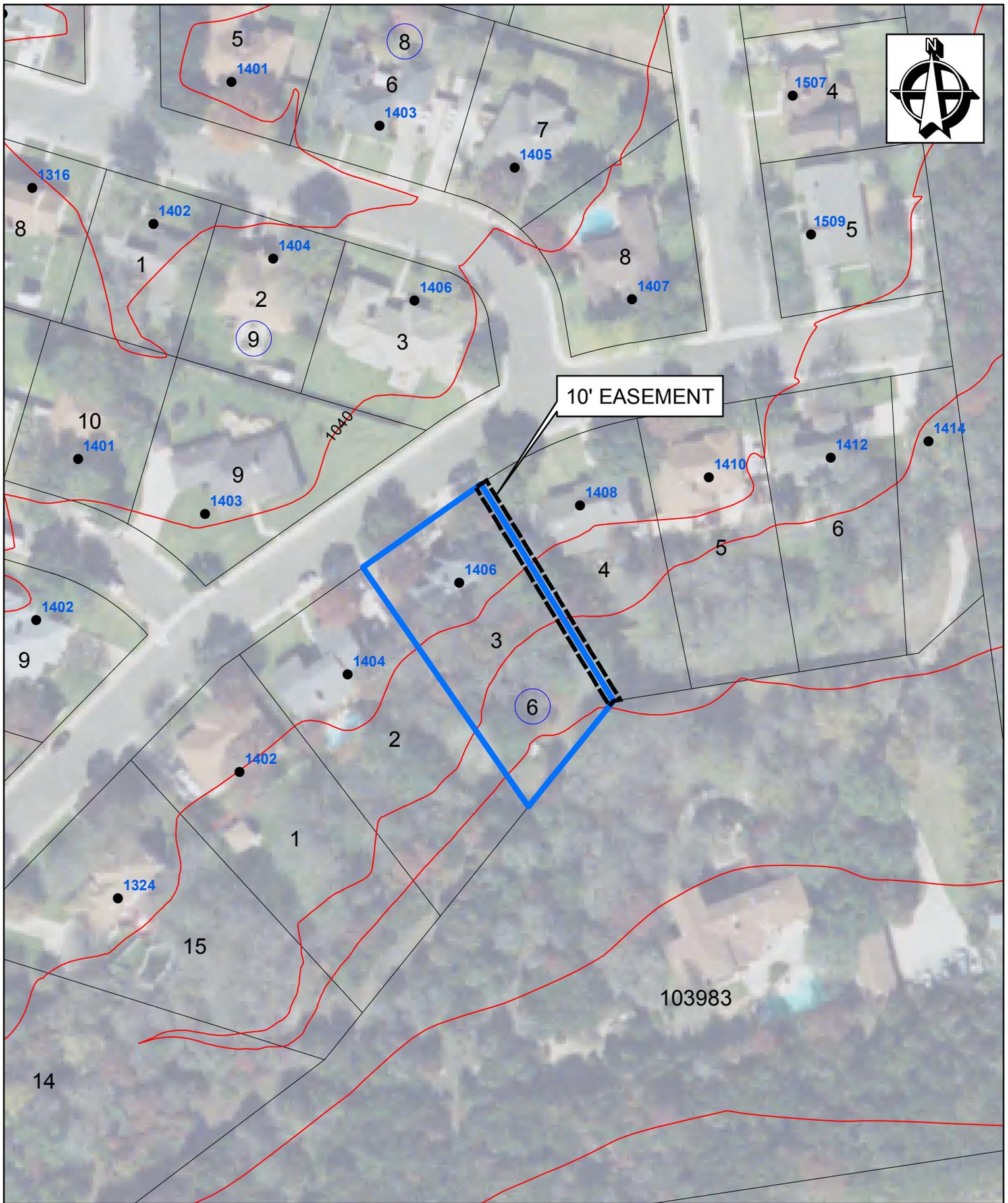
ACTION OPTIONS/RECOMMENDATION

City staff recommends approval, subject to the identification and securing of a 10' drainage easement at a different location on the applicant's property, or the neighboring property.

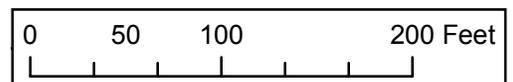
Attachments

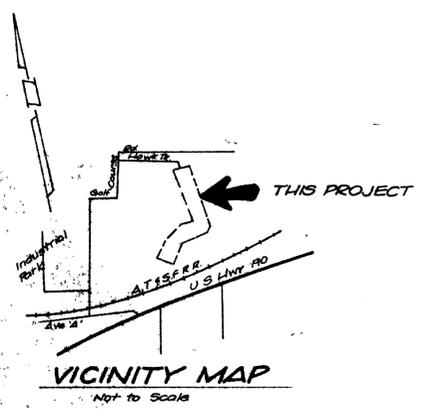
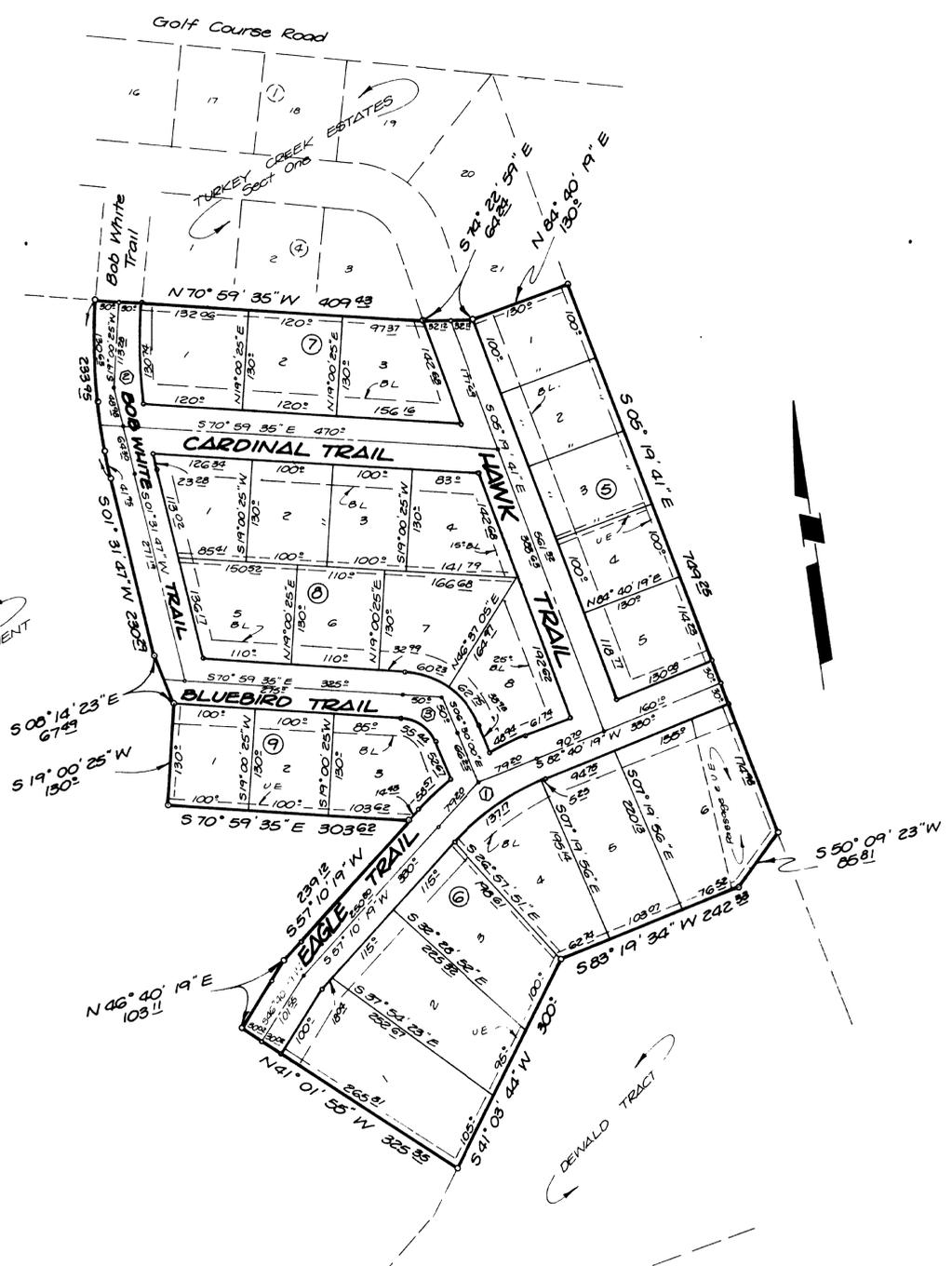
[Location_Topo_Map](#)

[Original_Plat](#)



1406 EAGLE TRAIL - EASEMENT ABANDONMENT
 Aerial - Vicinity Map





KNOW ALL MEN BY THESE PRESENTS, that I, P. O. Dewald, whose address is P. O. Box 340, Copperas Cove, Texas, being the sole owner of that certain 6.778 acre tract out of and a part of the Washington H. Davis Survey, Abstract No. 276, Coryell County, Texas, which is fully described in the dedication of Turkey Creek Estates Section 2, shown on plat hereon, attached hereto, and made a part hereon, and approved by the City Council of the City of Copperas Cove, Coryell County, Texas, and I, P. O. Dewald, do hereby adopt said plat of Turkey Creek Estates Section 2, as an addition in the City of Copperas Cove, Coryell County, Texas, for the purpose of selling lots and blocks of land with reference thereto and for all other purposes do hereby dedicate to the City of Copperas Cove all streets, avenues, roads, drives, and alleys shown on said plat the same to be used as public thoroughfares for the installation and maintenance of public utilities, when and as authorized by the City of Copperas Cove, for the installation and maintenance of any and all public utilities, which the City may elect to install and maintain or permit to be installed or maintained.

WITNESS THE EXECUTION hereof, this the 26 day of April, A. D., 1983.

P. O. Dewald
P. O. Dewald

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared P. O. Dewald, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said P. O. Dewald and that they executed the same for the purpose and consideration stated herein

GIVEN UNDER MY HAND AND SEAL, of office this the 26 day of April, A. D., 1983

Andrew Rogers
Notary Public in and for
Coryell County, Texas

APPROVED this the 26 day of April, 1983, A. D. by the Planning Commission of the City of Copperas Cove, Coryell County, Texas

James Clark
Chairman, Planning Commission
Carol M. Kiddle
Secretary, Planning Commission

APPROVED this 3 day of May, A. D., 1983, by the City Council of the City of Copperas Cove, Texas

James J. Jankin
Mayor
Rose M. Mansfield
At-Large City Secretary

FILED for record this 10 day of May, A. D., 1983. Plat Book 4, Page 34, Plat Records of Coryell County.

Spittle Shepherd
County Clerk, Coryell County, Texas
KNOW ALL MEN BY THESE PRESENTS, that I, Gale E. Mitchell, Registered Public Surveyor, do hereby certify that I did cause to be surveyed on the ground the said tract of land and that the corner monuments were properly placed in accordance with the subdivision ordinance of the City of Copperas Cove, Coryell County, Texas.

Gale E. Mitchell
Gale E. Mitchell
Registered Public Surveyor



NOTES
All Easements are 10' off property lines unless noted otherwise
Building Lines 25' Front Street
15' Side Street
or as shown
All Easements are to be used for utility and/or drainage purposes.

	Inner	Curve # 1	Outer
Δ	25-30-00	25-30-00	25-30-00
R	320'	350'	380'
T	72.41	79.89	86.79
L	132.42	153.71	169.13
C	141.25	154.89	167.74
Curve # 2			
Δ	17-28-38	17-28-38	17-28-38
R	706.76	736.76	766.76
T	108.67	113.85	117.89
L	215.69	224.80	233.95
C	214.81	223.95	233.04
Curve # 3			
Δ	64-29-35	64-29-35	64-29-35
R	49.26	79.26	109.26
T	51.21	63.21	68.45
L	50.44	89.21	122.48
C	52.36	84.38	116.89

42048

FILED FOR RECORD
AT 1:30 O'CLOCK P.M.
MAY 10 1983
Spittle Shepherd
COUNTY CLERK, CORYELL CO., TEX.

Final Plat

TURKEY CREEK ESTATES
Section Two
COPPERAS COVE, CORYELL CO., TEXAS

6.778 Acres
11 Lots

WATWOOD - MITCHELL, INC.
ENGINEERING & SURVEYING

Killeen, Texas Temple, Texas
DATE: March '83 SCALE: 1"=100' DRAWN BY: BL REF. NO. 1711-D DWG. NO. 1787-D

DEVELOPER: P.O. Dewald
P.O. Box 340
Copperas Cove, Texas

Rev. April, '83

City Council Regular

H. 3.

Meeting Date: 12/06/2011

Contact: Chris Stewart, Planning

Information

SUBJECT

Public hearing and action on a preliminary/final plat for Colonial Plaza Addition Phase One. **Chris Stewart, Stewart Planning Consulting**

BACKGROUND/HISTORY

The Dewald apartment complex is home to one building that was completely destroyed by fire. In order to rebuild the building (or do any other development on the site) and receive the necessary permits, the property must be platted. The proposed plat simply identifies the previously unplatted area as one lot.

FINDINGS/CURRENT ACTIVITY

Staff has reviewed the plat and recommends approval of the plat, subject to showing the location of the existing curb of North Main Street. The Planning and Zoning Commission reviewed this item as a combined preliminary/final plat and recommended approval by unanimous vote at the November 14, 2011 regularly scheduled meeting.

ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of the final plat subject to the applicant providing the location of the curb along North Main Street on the plat document.

Attachments

Plat_Document

City Council Regular

I. 1.

Meeting Date: 12/06/2011

Contact: Joseph Pace, Municipal Court Supervisor, Municipal Court

Information

SUBJECT

Consideration and action on evaluating the services of Municipal Court Judge. **Joseph Pace, Municipal Court Administrator**

BACKGROUND/HISTORY

The City of Copperas Cove appointed F.W. Price as the Municipal Court Judge on December 15, 1992 and has been reappointed each two year period since the initial appointment.

FINDINGS/CURRENT ACTIVITY

Texas Government Code Section 29.005 (Term of Office) states "The judge of a municipal court serves for a term of office of two years unless the municipality provides for a longer term pursuant to Article XI, Section 11, of the Texas Constitution. A municipal court judge who is not reappointed by the 91st day following the expiration of a term of office shall, absent action by the appointing authority, continue to serve for another term of office beginning on the date the previous term of office expired."

City Charter Section 5.03 requires the Mayor and City Council to evaluate the municipal judge annually. As such, an evaluation form is attached if desired for use by the governing body.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that the governing body evaluate the Municipal Court Judge as required by Section 5.03 of the City Charter.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

Municipal Court fiscal year budget 2011/2012 includes funding for independent contractor services of the Judge in the amount of \$34,900 should the governing body decide to reappoint F.W. "Bill" Price as the Municipal Court Judge by the 91st day following the expiration of a term of office.

Attachments

[Eval form for independent contractor](#)

[Activity Report FY2010-11](#)

[Monthly Report Sept. 2011](#)



Evaluation of Independent Contractor

The City of Copperas Cove Charter, Sec. 5.03 states the City Council and the Mayor shall evaluate the Municipal Judge annually, and each Council Member and the Mayor shall sign the evaluation.

Name and Title: F.W. Price, Judge of the Municipal Court – Independent Contractor Position

Functional areas:

- A. Serve as the Municipal Court Judge for the City with all the powers, duties, privileges and obligations which said office confers.
- B. Schedules and conducts arraignment sessions, pre-trial sessions, docket calls and jury and non-jury trials for the Copperas Cove Municipal Court.
- C. Insofar as he may be reasonably available, shall conduct Magistrate proceedings at the Copperas Cove Police Department Jail, issue appropriate writs and warrants, and perform such other judicial and administrative duties that are normally performed by Texas Municipal Court Judges.
- D. Provide the Mayor and the City Manager 48 hours notice when scheduled to be out of the City and unavailable to perform the magistrate functions described above.

Comments for evaluation:

Mayor

Council member/Mayor Pro Tem

Council member

F.W. Price, Contractor

Date

Acknowledgement of City Secretary for Filing

Date

Activity Report for Municipal Courts - Copperas Cove

October 1, 2010 to September 30, 2011

91.7 Percent Reporting Rate
11 Reports Received Out of a Possible 12

91.7 Percent Reporting Rate 11 Reports Received Out of a Possible 12					
	Traffic		Non-Traffic		REPORTED TOTALS
	Misdemeanors		Misdemeanors		
	Non - Parking	Parking	State Law	City Ordinance	
NEW CASES FILED	7,637	8	697	434	8,776
DISPOSITIONS:					
Dispositions Prior to Trial:					
<i>Bond Forfeitures</i>	0	0	0	0	0
<i>Fined</i>	2,268	0	184	116	2,568
<i>Cases Dismissed</i>	602	2	682	107	1,393
Total Dispositions Prior to Trial	2,870	2	866	223	3,961
Dispositions at Trial:					
<i>Trial by Judge</i>					
Guilty	1,331	3	127	102	1,563
Not Guilty	1	0	2	0	3
<i>Trial by Jury</i>					
Guilty	0	0	0	0	0
Not Guilty	0	0	0	0	0
<i>Dismissed at Trial</i>	66	0	56	37	159
Total Dispositions at Trial	1,398	3	185	139	1,725
Cases Dismissed After:					
<i>Driver Safety Course</i>	748	---	---	---	748
<i>Deferred Disposition</i>	132	0	68	13	213
<i>Proof of Financial Responsibility</i>	1,219	---	---	---	1,219
<i>Compliance Dismissal</i>	819	---	---	---	819
Total Cases Dismissed After	2,918	0	68	13	2,999
TOTAL DISPOSITIONS	7,186	5	1,119	375	8,685
COMMUNITY SERVICE ORDERED	51	0	39	9	99
CASES APPEALED	2	0	0	1	3
JUVENILE ACTIVITY:					
Transportation Code Cases Filed					94
Non-Driving Alcoholic Beverage Code Cases Filed					41
DUI of Alcohol Cases Filed					0
Health & Safety Code Cases Filed					33
Failure to Attend School Cases Filed					32
Education Code Cases Filed					4
Violation of Local Daytime Curfew Ordinance Cases Filed					0
All Other Non-Traffic Fine-Only Cases Filed					129
Waiver of Jurisdiction of Non-Traffic Cases					0
Referred to Juvenile Court for Delinquent Conduct					0
Held in Contempt, Fined, or Denied Driving Privileges					0
Warnings Administered					0
Statements Certified					0
OTHER ACTIVITY:					
Parent Contributing to Nonattendance Cases Filed					0
Safety Responsibility and Driver's License Suspension Hearings Held					0
Search Warrants Issued					0
Arrest Warrants Issued					
Class C Misdemeanors				2,458	
Felonies and Class A and B Misdemeanors				0	
<i>Total Arrest Warrants Issued</i>					2,458
Magistrate Warnings Given					
Class A and B Misdemeanors				0	
Felonies				0	
<i>Total Magistrate Warnings Given</i>					0
Emergency Mental Health Hearings Held					0
Magistrate's Orders for Emergency Protection					0
TOTAL REVENUE					\$813,327

Official Municipal Court Monthly Report

Month September Year 2011

Municipal Court for the City of COPPERAS COVE

Presiding Judge F W PRICE

If new, date assumed office _____

Court Mailing Address 602 S MAIN STREET

City COPPERAS COVE, TX Zip 76522

Phone Number 254-547-5030

Fax Number 254-547-0802

Court's Public Email jpace@ci.copperas-cove.tx.us

Court's Website <http://www.ci.copperas-cove.tx.us>

THE ATTACHED IS A TRUE AND ACCURATE REFLECTION OF THE RECORDS OF THIS COURT.

Prepared by _____

Date _____ Phone: (254) 547-5030

PLEASE RETURN THIS FORM NO LATER THAN 20 DAYS FOLLOWING THE END OF THE MONTH REPORTED TO:

OFFICE OF COURT ADMINISTRATION
P.O. BOX 12066
AUSTIN, TX
78711-2066

PHONE: (512) 463-1625
Fax: (512) 936-2423

CRIMINAL SECTION

COURT MONTH	COPPERAS COVE September	MUNICIPAL COURT YEAR 2011	TRAFFIC			NON-TRAFFIC		
			NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
1. Total Cases Pending First of Month:			9,866	26	0	8,048	1,898	1,263
a. Active Cases			2,338	7	0	1,495	379	314
b. Inactive Cases			7,528	19	0	6,553	1,519	949
2. New Cases Filed			549	0	0	71	10	28
3. Cases Reactivated			1	0	0	0	0	0
4. All Other Cases Added			29	0	0	3	1	4
5. Total Cases on Docket			2,917	7	0	1,569	390	346
6. Dispositions Prior to Court Appearance or Trial:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Uncontested Dispositions			247	1	0	22	5	14
b. Dismissed by Prosecution			53	1	0	12	12	10
7. Dispositions at Trial:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
a. Convictions:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) Guilty Plea or Nolo Contendere			102	0	0	6	1	3
2) By the Court			4	0	0	0	0	0
3) By the Jury			0	0	0	0	0	0
b. Acquittals:			XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
1) By the Court			0	0	0	0	0	0
2) By the Jury			0	0	0	0	0	0
c. Dismissed by Prosecution			22	0	0	3	0	5

CRIMINAL SECTION

COURT	COPPERAS COVE MUNICIPAL COURT	TRAFFIC			NON-TRAFFIC		
		NON-PARKING	PARKING	CITY ORD	PENAL CODE	STATE LAW	CITY ORD
MONTH	September	YEAR	2011				
8. Compliance Dismissals:							
a. After Driver Safety Course							
	22						
b. After Deferred Disposition							
	16	0	0	1	0	1	
c. After Teen Court							
	0	0	0	0	0	0	
d. After Tobacco Awareness Course							
					0		
e. After Treatment for Chemical Dependency							
				0	0		
f. After Proof of Financial Responsibility							
	110						
g. All Other Transportation Code Dismissals							
	0	0	0	0	0	0	
9. All Other Dispositions							
	83	0	0	1	0	2	
10. Total Cases Disposed							
	659	2	0	45	18	35	
11. Cases Placed on Inactive Status							
	73	0	0	3	0	11	
12. Total Cases Pending End of Month:							
a. Active Cases							
	2,185	5	0	1,521	372	300	
b. Inactive Cases							
	7,600	19	0	6,556	1,519	960	
13. Show Cause Hearings Held							
	25	0	0	1	0	1	
14. Cases Appealed:							
a. After Trial							
	0	0	0	0	0	0	
b. Without Trial							
	0	0	0	0	0	0	

CIVIL SECTION

COURT	COPPERAS COVE MUNICIPAL COURT	TOTAL CASES
MONTH	September YEAR 2011	
1.	Total Cases Pending First of Month:	32
	a. Active Cases	32
	b. Inactive Cases	0
2.	New Cases Filed	0
3.	Cases Reactivated	0
4.	All Other Cases Added	0
5.	Total Cases on Docket	32
6.	Uncontested Civil Fines or Penalties	0
7.	Default Judgments	0
8.	Agreed Judgments	0
9.	Trial/Hearing by Judge/Hearing Officer	0
10.	Trial by Jury	0
11.	Dismissed for Want of Prosecution	0
12.	All Other Dispositions	1
13.	Total Cases Disposed	1
14.	Cases Placed on Inactive Status	0
15.	Total Cases Pending End of Month:	31
	a. Active Cases	31
	b. Inactive Cases	0
16.	Cases Appealed:	XXXXXXXXXXXXXXXXXX
	a. After Trial	0
	b. Without Trial	0

JUVENILE/MINOR ACTIVITY
-----COURT COPPERAS COVE MUNICIPAL COURT
MONTH September YEAR 2011

| TOTAL |

1. Transportation Code Cases Filed

| 9 |

2. Non-driving Alcoholic Beverage Code Cases Filed

| 4 |

3. Driving Under the Influence of Alcohol Cases Filed

| 0 |

4. Drug Paraphernalia Cases Filed

| 0 |

5. Tobacco Cases Filed

| 9 |

6. Failure to Attend School Cases Filed

| 2 |

7. Education Code (Except Failure to Attend) Cases Filed

| 2 |

8. Violation of Local Daytime Curfew Ordinance Cases Filed

| 0 |

9. All Other Non-traffic Fine-only Cases Filed

| 15 |

10. Transfer to Juvenile Court:

|XXXXXXXXXXXXXXXXXX|

a. Mandatory Transfer

| 0 |

b. Discretionary Transfer

| 0 |

11. Accused of Contempt and Referred to Juvenile Court (Delinquent Conduct)

| 0 |

12. Held in Contempt by Criminal Court (Fined and/or Denied Driving Privileges)

| 0 |

13. Juvenile Statement Magistrate Warning:

|XXXXXXXXXXXXXXXXXX|

a. Warnings Administered

| 0 |

b. Statements Certified

| 0 |

14. Detention Hearings Held

| 0 |

15. Orders for Non-secure Custody Issued

| 0 |

16. Parent Contributing to Nonattendance Cases Filed

0

ADDITIONAL ACTIVITY

XX	TOTAL
14. Cases in Which Fine and Court Costs Satisfied by Community Service:	XXXXXXXXXXXXXXXXXXXX
a. Partial Satisfaction	1
b. Full Satisfaction	0
15. Cases in Which Fine and Court Costs Satisfied by Jail Credit	48
16. Cases in Which Fine and Court Costs Waived for Indigency	0
17. Amount of Fines and Court Costs Waived for Indigency	\$0.00
18. Fines, Court Costs and Other Amounts Collected:	XXXXXXXXXXXXXXXXXXXX
a. Kept by City	\$43,563.19
b. Remitted to State	\$35,741.35
c. Total	\$79,304.54

Run By: jpace
Report Type: Summary
Date Range: 9/01/2011 - 9/30/2011
Finalize Report: Yes
Correction: No

*** END OF REPORT ***

Information

SUBJECT

Discussion on submitting a grant application for Housing and Urban Development (HUD) Funds administered by the Texas Department of Agriculture for the Downtown Revitalization Program and the completion of a Request for Proposals for professional services related to the administration of the grant contract in the event funds are awarded after application submittal. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

The purpose of the Downtown Revitalization Program is intended to stimulate economic growth through the funding of public infrastructure improvements to aid in the elimination of slum and blight conditions in the historic downtown areas of rural communities. Authorized public infrastructure improvements include the following:

- acquisition of needed land
- water and sewer facilities/lines
- road/street construction/improvements
- natural gas line construction/improvements
- electric, telephone and fiber optic line construction/improvements
- traffic signals and signs
- drainage improvements
- sidewalk construction/improvements (includes lighting, ADA ramps and rails)
- public parking lot construction/improvements
- other construction activities required to eliminate architectural barriers for the handicapped

The program funds are only available to "non-entitlement" city governments. Projects must meet the national objective of aiding in the elimination of slum and/or blighted conditions as identified by city resolution. The improvements must directly support the revitalization of the city's designated downtown area.

The City of Copperas Cove contracted with Grant Development Services, GDS, in May 2008 to assist with the completion of an application for funding; however, funding was not awarded. The main reasons funding was not awarded was the lack of support letters from the City's downtown businesses and the competitive nature of the grant funds at submission. The previous two funding cycles (2010 and 2011) indicate the competitive nature of the funds is on the decline, thus making Copperas Cove's application more likely to receive funding for 2012.

The 2008 contract with GDS required payment in the amount of \$6,000 plus hard itemized costs not to exceed \$1,500 for preparation and submission of the grant application. The hard itemized costs included photography, postage, illustrations and maps, duplicating and submitting required copies of the application.

On June 17, 2008, the City Council authorized the City Manager to submit a DRP application for the construction of sidewalks on Avenue D from S. 1st Street to S. 2nd Street with a probable engineering estimate of \$195,000. During the 2008 funding cycle the grant match required was 30% of the project total maximum allowed award (rounded to the nearest \$100) plus administration expenses. The total match amount for 2008 equaled \$45,000.00.

FINDINGS/CURRENT ACTIVITY

The City Manager was notified of the application period for the grant funds by Grant Development Services (GDS) in August 2011. GDS has calculated the City's probable score under the current system to be a 60 and recommends the City submit a funding application for the construction of sidewalks in the downtown area. The scoring data for 2010 and 2011 is attached for Council review.

The minimum award amount is \$50,000.00 and the maximum award amount is \$150,000.00 with matching funds required. Submittal of the grant application is required by July 2012. Should Council determine submission of an application to be in the best interest of the City, professional engineering services will also be required for the application submittal.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council provide direction on the submittal of a grant application for HUD funds to be administered by the Texas Department of Agriculture for the Downtown Revitalization Program and completion of a Request for Proposals to identify a professional firm to complete the administrative portion of the contract should funds be awarded.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

Funds were not included in the FY 2012 Adopted Budget to cover the application submittal fees and the professional engineering fees. Should Council desire an application submittal, a future budget amendment will be necessary to cover the expenses associated with the submittal.

The fees incurred for the application submittal were \$7,500 and grant administration fees if the grant had been awarded would have been \$15,000. If funds are awarded, the City anticipates the design costs to be 10% of the total project costs (if maximum awarded, then the design costs will be approximately \$15,000).

Attachments

2010 DRP Scores

2011 DRP Scores

**Texas Capital Fund
2010 Downtown Revitalization Program
Applications Received With Score Results**

	CITY	COUNTY	FS		Score		Poverty Rate
					Self	TDA	
1	McCamey	Upton	JF	\$143,600	90	85	24.70%
2	Lorenzo	Crosby	NC	\$92,550	85	80	30.20%
3	Trinity	Trinity	LP	\$150,000	80	80	24.90%
4	Spearman	Hansford	NC	\$150,000	80	80	18.00%
5	Sinton	San Patricio	CG	\$150,000	75	75	28.00%
6	Slaton	Lubbock	NC	\$150,000	70	70	23.00%
7	Bellmead	McLennan	JF	\$150,000	70	70	19.80%
8	Seminole	Gaines	CE	\$150,000	75	70	18.20%
9	Overton	Rusk	LP	\$150,000	75	70	17.50%
10	Ganado	Jackson	JF	\$150,000	70	70	14.80%
11	Merkel	Taylor	CE	\$150,000	85	65	13.60%
12	Whitesboro	Grayson	AL	\$150,000	65	65	12.20%
13	Cleburne	Johnson	AL	\$120,000	65	60	13.50%
14	Idalou	Lubbock	NC	\$103,450	55	60	11.20%
15	Big Spring	Howard	CE	\$150,000	65	50	22.20%

\$2,109,600

The shaded cities did not score high enough for potential funding, since we are limited to eight awards annually.

**Texas Capital Fund
2011 Downtown Revitalization Program
Applications Received With Score Results**

	CITY	COUNTY	Region	Score		Poverty Rate	
				Self	TDA		
1	Calvert	Robertson	Central Texas and Coastal Bend	\$150,000	80	80	36.90%
2	Centerville	Leon	East Texas	\$150,000	80	75	19.10%
3	Cuero	DeWitt	Central Texas and Coastal Bend	\$150,000	80	70	26.80%
4	Navasota	Grimes	East Texas	\$150,000	75	70	26.50%
5	Overton	Rusk	East Texas	\$150,000	70	70	17.50%
6	Idalou	Lubbock	Panhandle & South Plains	\$103,120	65	65	11.20%
7	Sulphur Springs	Hopkins	East Texas	\$150,000	65	60	16.40%
8	Boerne	Kendall	Central Texas and Coastal Bend	\$150,000	55	55	9.80%
9	Como	Hopkins	East Texas	\$150,000	65	50	22.70%
10	Snyder	Scurry	Permian Basin and Concho Valley	\$32,300	70	45	17.00%

\$1,335,420

The shaded cities did not score high enough for potential funding, since DRP is limited to eight awards annually.

Meeting Date: 12/06/2011

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

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into Development and Annexation Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**

BACKGROUND/HISTORY

On May 20, 2008, the City Council approved a development agreement with Mesa Verde Partners to provide funding for the development at Mesa Verde II and III. At the time, the City understood the development would not occur but for the execution of such an agreement and the City recognized an inability to provide the required additional water supply capacity.

On October 21, 2008, the City Council authorized the City Manager to execute a construction contract with Maguire Iron to construct a 300,000 gallon elevated storage tank for the Mesa Verde Development. The developer agreement with Mesa Verde Partners and the construction contract with Maguire Iron were authorized for cancellation by the governing body on March 3, 2009.

City funding limitations prevented the City from providing such capacity until the year 2014 without the generation of additional revenue. However, in the summer 2010, the City became aware of increased project costs associated with required easements from the military and was forced to cancel a funded Northloop waterline project that was to bid with the SH 9 project. Thus, the Council agreed to move funding from the Northloop waterline project to the Mesa Verde (Mountain Top) project due to the development and the need to improve the water capacity in others areas adjacent to the Moutain Top project area.

FINDINGS/CURRENT ACTIVITY

The attached agreement details the terms under which the City will construct two water storage tanks. The water tanks, included in the City's current Capital Improvement Plan, will serve the proposed residential development as well as help alleviate water system challenges on the entire Mountain Top water pressure plane.

A portion of the area owned by Mesa Verde Partners is currently located outside the city limits. In exchange for the city's participation, the agreement includes provisions for voluntary annexation as well as the dedication of property necessary to construct Mountain Top water improvements. In addition, the agreement provides provisions for an over-sized water line that will serve the Mountain Top water pressure plane.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council authorize the City Manager to execute the Development and Annexation Agreement between the City of Copperas Cove and Mesa Verde Partners.

Fiscal Impact

FINANCIAL IMPACT:

Funding for the Mountain Top Water project is available in Fund 88. The total amount available for the entire project including any reimbursements to the developer is \$1.656 million. The expenditures awarded by Council in the future for the construction of the tanks and pumping station must be less than \$1.656 million in order for the developer to seek reimbursement for the upsizing of the distribution lines from a 6" line to an 8" line.

Attachments

Agreement

Exhibits

STATE OF TEXAS §
 §
COUNTY OF CORYELL §

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

This Development and Annexation Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2011 (the "Effective Date") by and between the **CITY OF COPPERAS COVE, TEXAS**, a Texas home rule city and municipal corporation (the "City"), and **MESA VERDE PARTNERS**, a _____, (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**I.
Purposes, Term and Consideration**

- 1.01. The Developer owns that certain tract of land more particularly described in **Exhibit A** attached hereto and here incorporated for all purposes, herein referred to as the "Property"
- 1.02. The Property is located within the Extraterritorial Jurisdiction ("ETJ") of the City.
- 1.03. The Developer has agreed to submit to the City an annexation petition (the "Annexation Petition") asking the City to annex the Property.
- 1.04. Under this Agreement, the Developer will benefit by consenting to future annexation by the City which will provide regulatory certainty and assurance concerning the conditions, terms, and restrictions applicable to the continued use and development of the Property.
- 1.05. The City will benefit from this Agreement by virtue of 1) the certainty that the Property will be annexed by the City without said annexation counting towards its statutory annual cap; 2) its control over the development standards for the Property through this Agreement; and 3) the increased ad valorem tax revenues accruing to the City from future annexation of the Property.
- 1.06. The benefits to the Parties set forth in Sections 1.04 and 1.05 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- 1.07. Authority for this Agreement exists under Chapter 212, Subchapter G, Texas Local Government Code ("Subchapter G"), Chapter 43, Texas Local Government Code ("Chapter 43"), Chapter 380 Texas Local Government Code ("Chapter 380"), Section 212.071 Texas Local Government Code and such other statutes as may be applicable.
- 1.08. The Term of this Agreement will commence on the Effective Date and shall continue for a period of fifteen (15) years unless otherwise terminated as provided for herein.

II. Definitions

- 2.01. Agreement: This Development and Annexation Agreement for the Developer's Property.
- 2.02. Annexation Petition: The petition to be submitted by the Developer to the City requesting annexation of the Annexation Tract (**Exhibit "C"**), which petition shall be substantially in the form of **Exhibit "B"**.
- 2.03. Applicable Rules: The City Rules and regulations in effect as of the Effective Date of this Agreement which, as modified by the Project Approvals, will be applicable to the development of the Property, except as provided herein.
- 2.04. City: The City of Copperas Cove, Texas, a Texas home rule city.
- 2.05. City Code: The Copperas Cove, Texas Code of Ordinances, as amended from time to time, including, without limitation, the Unified Development Code.
- 2.06. City Council: The City Council of Copperas Cove, Texas.
- 2.07. City Rules: The City's ordinances and duly adopted regulations.
- 2.08. Existing Uses: Those uses consistent with the City of Copperas Cove Zoning District R1 as described within the City's Code of Ordinances Chapter 20 as of the effective date of this Agreement.
- 2.09. Effective Date: The date first stated in this Agreement, which date shall be no sooner than the approval date by the City Council of this Agreement.
- 2.10. Oversize: The increase in diameter in the Distribution Line from 6 inches as required by City Codes to 8 inches.
- 2.11. Parties: The City of Copperas Cove and Developer.
- 2.12. Property: Approximately 94 acres of land, in Coryell County, Texas, as more fully described on the attached **Exhibit "A"**.
- 2.13. Project: The Development of the Property into approximately 120 Residential Lots.
- 2.14. Project Approvals: All approvals, variances, waivers and exceptions to the Applicable Rules by the City that are necessary or required for the development of the Property to authorize Existing Uses as here defined, including this Agreement[and other future regulatory approvals].
- 2.15. Distribution Line: An 8 inch Distribution Line designed to serve the Project.
- 2.16. Transmission Line: 16 inch line designed to provide water to the Water Tanks.

- 2.17. Service System: The Distribution Line and the Transmission Line as more particularly described in the attached **Exhibit “D”**.

III. Regulatory Certainty

- 3.01. The Parties stipulate and agree that the Developer’s Existing Uses of the Property, including continuation, expansion, and development of Existing Uses, shall be fully vested to the extent allowed by Texas law, and the parties specifically agree that no land usage and no land development standards permitted prior to the Effective Date of this Agreement shall be further restricted, modified, or revoked unless the Developer, its successors or assigns agrees in writing to such restriction, modification or revocation.

IV. Commitments of the Developer

- 4.01. The Developer agrees to submit to the City an Annexation Petition within 14 days of approval by the city to fund and construct city related improvements. Developer understands and agrees that the City’s annexation of the subject property is substantial consideration for this Agreement and failure to submit the Annexation Petition as provided for herein shall be considered a material breach of the Agreement subject to the termination provisions in Article VIII of this Agreement.
- 4.02. The Developer agrees not to contest future annexation of the Annexation Tract by the City in court, at City Council, or at the Texas Legislature, provided such annexation occurs according to the terms of this Agreement.
- 4.03. The Developer agrees to donate land detailed in **Exhibit “F”** (the “Water Tanks Site”) within the Property sufficient in size to accommodate a 300,000 gallon water tank (“Tank One”) and a 1.2 million gallon water tank (“Tank Two”) (collectively the “Water Tanks”) and the associated pump stations to be constructed by the City. Said donation shall be by deed in a form substantially similar to the attached **Exhibit “E”** and shall occur concurrently with the Developer’s submission of the Annexation Petition.
- 4.04. Upon written request of the City the Developer agrees to provide a temporary site of sufficient size and location within the Property to accommodate any debris and/or material storage during the City’s construction of Water Tanks (“Excavated Spoil Material”). Said use by City shall be temporary in nature and for the sole purpose of the construction of the Water Tanks.
- 4.05. The Developer agrees to provide a water and sewer utility easement on property owned by developer in a form substantially similar to the attached **Exhibit “G”**, for the placement of the Service System.

- 4.06. The Developer agrees and understands that the reimbursement for the Distribution Line as provided for herein in is completely dependent on the City's costs for certain capital improvements and there is no guarantee of reimbursement of the Distribution Line.

V.

Commitments of the City

- 5.01. Upon annexation of the Property, the City agrees to propose an ordinance zoning the annexed Property to R1, or such other district as the City Code may then include analogous to R1 (the "Proposed Zoning Ordinance"). Nothing in this Agreement shall be construed to modify or supersede mandatory zoning procedures applicable to the City under state law or the City Code.
- 5.02. The City agrees to financially participate in the construction of the Distribution Line at 30% of the actual cost of construction and 100% of the cost of the Oversize ("Distribution Line Cost") as provided for herein.
- 5.03. The City agrees to accept the Service Line System (Distribution Line) as a public utility.

VI.

Distribution Line Construction; Reimbursement

- 6.01. Construction of the Distribution Line. Developer has caused or will cause its engineers to design the Distribution Line to accommodate the Project and the City's requested Oversize. Developer agrees to construct the Distribution Line according to plans and specifications approved by the City and in accordance with a contract between Developer and its general contractor, the form of which must be approved by the City. To assure performance, Developer agrees to have a performance bond executed by a corporate surety in accordance with Chapter 2253 of the Government Code in an amount equal to 100% of the estimated costs of construction. The City agrees to release the performance bond when the Distribution Line is completed and upon satisfaction of the condition in Paragraph 6.02 a.

The City has the right to review the Schedule of Values for design and construction of the Distribution Line and protest said values. If the City Engineer finds and determines that the Schedule of Values are unreasonable the City may refuse to reimburse Developer for that portion it finds and determines to be unreasonable.

- 6.02. Reimbursement Obligation of the City.

The obligation of the City to reimburse Developer for the Distribution Line Cost is contingent upon the City having sufficient funding after construction of the 300,000 gallon elevated storage tank, a 50,000 gallon ground storage tank, a booster pump station and a transmission line associated with the Project ("City Related Capital

Improvements”). The construction of City Related Capital Improvements consists of the following work at a minimum:

On Site Improvements consisting of mobilization, construction materials testing, environmental protection, silt fencing, stabilized construction entrance, pump station piping, site work, 300,000 Gallon spheroid elevated tank, 50,000 gallon concrete ground storage tank, chlorination system, pump station vertical turbine pumps, electrical, control & instrumentation, revegetation and 10% contingency.

Off Site Improvements Consisting of mobilization, construction materials testing, environmental protection, traffic control, silt fence, rock berm, tree protection stabilized construction entrance, 6” ductile iron water line (class 350), 16” ductile iron water line (Class 250), trench excavation safety, 6” gate valve w/box, 16” gate valve w/box, 5-1/4” fire hydrant assembly, 2”non-vented air release valve assembly, connect to ex. 16”plug, 16” full body tapping sleeve and valve on existing 16” water line, ductile iron fittings, asphalt pavement repair, revegetation and 10% contingency. All of the off-site improvement items relate to the construction of the transmission line.

Upon completion of the construction of the City Related Capital Improvements the City agrees to reimburse Developer 30 percent of the Distribution Line Cost upon satisfaction of the following conditions:

- a. City’s actual cost of constructing the City Related Capital Improvements does not exceed \$1,686,000.00.
- b. Developer’s general contractor must provide an affidavit that all providers of labor and material for the Distribution Line have been paid in full upon completion of the construction of the Distribution Line.

6.03. Reimbursement Process.

- a. Upon satisfactory construction of the Distribution Line, the Developer shall obtain a document from the City indicating their acceptance of the Distribution Line.
- b. Developer shall submit to the City an invoice detailing the cost of construction and proof of acceptance.
- c. Within thirty days (30) of receipt of such invoice, the City shall remit its share of the cost as provided for herein.

6.04. Conditions to Approval of Permits. The City will have no obligation to approve new or pending applications for permits for the Project until the following conditions have been satisfied:

- a. Developer has secured the cost of construction of the Distribution Line; and
- b. Developer has provided surety in compliance with paragraph 6.01 of this Agreement to the City that the Transmission and Distribution Lines will be

constructed by Developer in accordance with the approved design thereof; and

- c. The Developer has submitted the Annexation Petition as provided for in this Agreement; and
- d. The Developer has donated the Water Tanks Site as provided for in this Agreement; and
- e. The Developer has dedicated the Excavated Spoils Site for use by the City as detailed in **Exhibit "H"**.
- f. All permit fees associated with the construction of the Distribution Line and all other applicable fees for the project as outlined in the City's Adopted Fee Schedule and/or Code of Ordinances shall be the sole responsibility of the Developer.

6.05. Warranty Bond. Developer agrees to provide City a two (2) year warranty bond on the construction of the Distribution Line in a form satisfactory to the City.

VII.

Assignment of Commitments and Obligations; Successors

7.01. The Developer's rights and obligations under this Agreement may be assigned in whole to persons purchasing all of the Property upon written consent of the City.

7.02. This Agreement shall be binding upon the Parties, their successors and assigns. Provided, that in the event of an assignment the Developer shall continue to be liable under this Agreement for a default affecting this Agreement.

VIII.

Breach, Default, Remedy, and Termination Right

8.01. The Parties further agree that if either party materially breaches the terms provided for herein, such material breach shall be an event of default. In that event, the non-defaulting party to this Agreement may, in addition to all other rights and remedies allowed under law, pursue the remedy of specific performance.

8.02. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement, and the non-defaulting party may pursue the remedies allowed under this Agreement.

8.03. After the expiration of its Term this Agreement it shall be of no further force and effect, except that termination will not affect any right or obligation arising from Project Approvals previously granted, and such expiration shall not affect vested rights existing under Chapter 245 and Chapter 43.

8.04. This Agreement may be terminated or amended as to the Property at any time by mutual written consent of the City and the Developer.

IX. Force Majeure

9.01 The term “force majeure” as employed herein shall mean and refer to, without limitation, acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, statutes, regulations, and orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

9.02 If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

9.03 It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

X. Notices

10.01 Any notice to be given hereunder by any party to another party shall be in writing and may be affected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed or, in the case of personal delivery upon actual delivery.

Any notice mailed to the City shall be addressed:

City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 78610
Attn: City Manager

Any notice mailed to the Developer shall be addressed:

Mesa Verde Partnership
P.O. Box 727
1406 South FM 116, Suite C
Copperas Cove, TX 76522

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

**XI.
Entire Agreement/Severability**

- 11.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.
- 11.02. If any provision of this Agreement is found to be unenforceable by a court of law having jurisdiction over the Parties, the remainder of the Agreement shall remain in force, unless the elimination of the unenforceable provision substantially deprives one or both Parties of the benefits of this Agreement.

**XII.
Effective Date**

- 12.01. This Agreement shall be effective as of the date stated in the opening paragraph, which shall be inserted upon the execution by both Parties and approval by the City Council.

**XIII.
Recordation**

- 13.01. This Agreement or a memorandum of this Agreement acceptable to City and Developer shall be recorded in the Official Public Records of Coryell County, Texas as a Development and Annexation Agreement under Chapter 212 Subchapter G of the Texas Local Government Code.

**XIV.
Texas Law Governs**

- 14.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. In the event of partial invalidity, the balance of the Agreement shall remain in full force and effect.

**XV.
Time of the Essence**

- 15.01. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

XVI.

Cooperation and Third-Party Litigation

16.01. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.

16.02. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third party lawsuit relating to this Agreement or the development of the Project will not delay, stop or otherwise affect the development of the Project or the City's processing or issuance of any approvals for the Project, unless otherwise required by a court of competent jurisdiction. The City agrees not to stipulate or agree to the issuance of any court order that would impede or delay the City's processing or issuance of approvals for the Project.

XVII.

Construction of Agreement

17.01 All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

XVIII.

Authorization

18.01. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. The Developer certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with their authority.

EXECUTED in multiple originals and effective as of the ____ day of _____, 2011.

CITY OF COPPERAS COVE, TEXAS

By: _____
Andrea M. Gardner, City Manager

MESA VERDE PARTNERS

By: _____
Name: _____, Title

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Andrea M. Gardner, City Manager of **THE CITY OF COPPERAS COVE, TEXAS**, a Texas municipal corporation, on behalf of said city.

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of Mesa Verde Partners.

NOTARY PUBLIC, State of Texas

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT A

BEING a 94.489 acre tract of land situated in the M. A. BOULDIN SURVEY, ABSTRACT No. 1303, the SARAH FUQUA SURVEY, ABSTRACT No. 1040, and the J. P. FUDGE SURVEY, ABSTRACT No. 1412, all in Coryell County, Texas and being a part or portion of that certain 275.26 acre tract of land (EXHIBIT "A") described in a Warranty Deed with Vendor's Lien dated April 5, 1991 from The Citizens State Bank of Lometa to Copperland Inc. and being of record in Volume 499, Page 886, Deed Records of Coryell County, Texas and being a part or portion of that certain 65.269 acre tract of land (EXHIBIT "A") described in a Warranty Deed dated September 9, 1996 from JWC, Inc. to DDA Partnership and being of record in Document No. 110117, Official Public Records of Coryell County, Texas and being a part or portion of that certain Tract No. 17, Bradford Oaks Ranch, an unrecorded subdivision in Coryell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ " iron rod found being the northeast corner (calls $\frac{1}{2}$ " iron rod) of the MESA VERDE AT SKYLINE SUBDIVISION of Coryell County, Texas and being of record in Cabinet B, Slide 544, Plat Records of Coryell County, Texas for corner;

THENCE S. $85^{\circ} 46' 51''$ W., 439.34 feet with the north boundary line of the said MESA VERDE AT SKYLINE SUBDIVISION to a $\frac{1}{2}$ " iron rod found (calls $\frac{1}{2}$ " iron rod) being the northwest corner of the said MESA VERDE AT SKYLINE SUBDIVISION and being in the west boundary line of the said 275.26 acre tract and being in the east boundary line of that certain 251.000 acre tract of land described in a Deed to Raiford Williams being of record in Volume 271, Page 277, Deed Records of Coryell County, Texas for corner;

THENCE departing the said MESA VERDE AT SKYLINE, PHASE II and with the easterly boundary line of the said 251.000 acre tract and the westerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground the following four (4) calls:

- 1) THENCE N. $18^{\circ} 18' 36''$ E., 386.94 feet departing the said MESA VERDE AT SKYLINE SUBDIVISION and with the said east and west boundary lines to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 2) N. $18^{\circ} 39' 05''$ E., 657.24 feet (calls S. $19^{\circ} 00' W.$, 1246.02 varas in Volume 271, Page 277) and (calls N. $18^{\circ} 32' 57''$ E., 1771.61 feet in Volume 499, Page 886) to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS #2475" set at a fence post found for corner;
- 3) N. $18^{\circ} 19' 47''$ E., 608.13 feet to a 2" capped iron pipe found at a fence corner post being the northeast corner of the said 251.000 acre tract and being the apparent southeast corner of that certain 118.621 acres of land owned by Winfred E. Grimes, Jr. according to the Coryell County Tax Appraisal Records for 2008 for corner;
- 4) N. $18^{\circ} 24' 51''$ E., 439.83 feet (calls N. $18^{\circ} 38' 12''$ E., 438.73 feet in Volume 499, Page 886) to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS #2475" set at a fence post for corner;



THENCE departing the said 251.000 acre tract and with the easterly boundary line of the said 118.621 acre tract as fenced and evidenced on the ground and continuing with the westerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground the following three (4) calls:

- 1) N. 18° 09' 14" E., 83.08 feet (calls N. 17° 42' 00" E., 83.08 feet in Volume 499, Page 886) to a ½" iron rod with cap stamped "RPLS #2475" set at a fence post for corner;
- 2) N. 18° 55' 39" E., 108.62 feet (calls N. 19° 06' 57" E., 108.62 feet in Volume 499, Page 886) to a ½" iron rod with cap stamped "RPLS #2475" set at a fence post for corner;
- 3) N. 18° 33' 12" E., 961.97 feet (calls N. 18° 34' 56" E., 962.75 feet in Volume 499, page 886) to a 3/8" iron rod found at a fence corner post being the apparent northeast corner of the said 118.621 acre tract and being the southeast corner of Tract No. 30, Bradford Oaks Ranch, an unrecorded subdivision in Coryell County, Texas for corner;

THENCE N. 19° 03' 53" E., 601.81 feet (calls N. 19° 03' 27" E., 667.95 feet in Volume 499, Page 886) departing the said 118.621 acre tract and with the easterly boundary line of the said Tract No. 30, Bradford Oaks Ranch and continuing with the westerly boundary line of the said 276.26 acre tract as fenced and evidenced on the ground to a ½" iron rod found being the northeast corner of the said Tract No. 30, Bradford Oaks Ranch and being the southeast corner of Tract No. 20, said Bradford Oaks Ranch for corner;

THENCE N. 18° 39' 25" E., 66.92 feet departing the said Tract No. 30 and with the easterly boundary line of the said Tract No. 20 and continuing with the said westerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground to a 3/8" iron rod found at a fence corner post being an angle point in the easterly boundary line of the said Tract No. 20 and being the southwest corner of Tract No. 17, said Bradford Oaks Ranch and being the northwest corner of the said 275.26 acre tract for corner;

THENCE departing the said 275.26 acre tract and with the westerly, northerly and easterly boundary lines of the said Tract No. 17 the following four (4) calls:

- 1) N. 00° 13' 24" W., 460.10 feet with the easterly boundary line of said Tract No. 20 and the westerly boundary line of said Tract No. 17 to a 3/8" iron rod found at a fence corner post being the northeast corner of the said Tract No. 20 and being the southeast corner of that certain Tract No. 16, said Bradford Oaks Ranch and being an angle point in the westerly boundary line of the said Tract No. 17 for corner;
- 2) N. 19° 41' 19" E., 474.84 feet departing the said Tract No. 20 and with the said Tract No. 16 to a 3/8" iron rod found being the northwest corner of the said Tract No. 17 and the northeast corner of the said Tract No. 16 for corner;
- 3) S. 70° 14' 18" E., 400.00 feet departing the said Tract No. 16 and with the north boundary line of the said Tract No. 17 to a ½" iron rod with cap stamped "RPLS 2475" set being the northeast corner of the said Tract No. 17 and being the northwest corner of Tract No. 18, said Bradford Oaks Ranch for corner;



- 4) S. $19^{\circ} 45' 01''$ W., 902.81 feet with the easterly boundary line of the said Tract No. 17, Bradford Oaks Ranch and the westerly boundary line of the said Tract No. 18 to a $3/8''$ iron rod found being the southeast corner of the said Tract No. 17 and the southwest corner of the said Tract No. 18 and being in the northerly boundary line of the said 275.26 acre tract for corner;

THENCE S. $70^{\circ} 52' 02''$ E., 396.21 feet departing the said Tract No. 17 and with the southerly boundary line of the said Tract No. 18 and the northerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground (calls S. $70^{\circ} 36' 26''$ E., 941.11 feet in Volume 499, Page 886) to a $3/8''$ iron rod found being the southeast corner of the said Tract No. 18 and being the southwest corner of Tract No. 19, Bradford Oaks Ranch for corner;

THENCE S. $69^{\circ} 46' 15''$ E., 303.54 feet departing the said Tract No. 18 and with the southerly boundary line of the said Tract No. 19 and continuing with the northerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground to a flagged 60d nail found at a fence corner post being the southeast corner of the said Tract No. 19 and being northeast corner of the said 275.26 acre tract and being in the westerly boundary line of the aforementioned 65.269 acre tract for corner;

THENCE departing the said Tract No. 19 Bradford Oaks and over and across the said 65.269 acre tract and continuing over and across the said 275.26 acre tract the following twenty-four (24) calls:

- 1) S. $69^{\circ} 32' 57''$ E., 107.99 feet to a $1/2''$ iron rod with cap stamped "RPLS #2475" set for corner;
- 2) S. $18^{\circ} 48' 41''$ W., 483.62 feet to a $1/2''$ iron rod with cap stamped "RPLS #2475" set for corner;
- 3) S. $19^{\circ} 52' 20''$ W., 118.66 feet to a $1/2''$ iron rod with cap stamped "RPLS #2475" set for corner;
- 4) S. $47^{\circ} 26' 22''$ W., 233.49 feet to a $1/2''$ iron rod with cap stamped "RPLS #2475" set for corner;
- 5) S. $36^{\circ} 09' 28''$ W., 106.82 feet to a $1/2''$ iron rod with cap stamped "RPLS 2475" set for corner;
- 6) S. $25^{\circ} 06' 17''$ W., 109.19 feet to a $1/2''$ iron rod with cap stamped "RPLS 2475" set for corner;
- 7) S. $08^{\circ} 23' 15''$ W., 382.36 feet to a $1/2''$ iron rod with cap stamped "RPLS 2475" set for corner;
- 8) S. $04^{\circ} 32' 25''$ W., 161.31 feet to a $1/2''$ iron rod with cap stamped "RPLS 2475" set for corner;



- 9) S. $06^{\circ} 54' 52''$ W., 200.48 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 10) S. $29^{\circ} 42' 20''$ W., 207.14 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 11) S. $45^{\circ} 17' 37''$ W., 221.29 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 12) S. $29^{\circ} 07' 23''$ W., 124.18 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 13) S. $03^{\circ} 44' 25''$ W., 158.11 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 14) S. $52^{\circ} 43' 22''$ E., 72.03 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 15) S. $44^{\circ} 50' 28''$ E., 162.33 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 16) S. $31^{\circ} 42' 36''$ E., 153.01 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 17) S. $11^{\circ} 52' 58''$ E., 266.34 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 18) S. $01^{\circ} 36' 50''$ E., 161.36 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 19) S. $71^{\circ} 50' 33''$ W., 129.21 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 20) S. $73^{\circ} 54' 09''$ W., 203.59 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 21) S. $89^{\circ} 47' 18''$ W., 157.11 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 22) S. $75^{\circ} 57' 35''$ W., 341.02 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 23) S. $64^{\circ} 09' 46''$ W., 283.39 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 24) S. $67^{\circ} 33' 28''$ W., 160.20 feet to the Point of BEGINNING and containing 94.489



BEING a certain part of land situated in the N. A. BROWN SURVEY, ASSOCIATION No. 1213, in the 24th Range, Section 10, T10N, and the E. R. RICE SURVEY, ASSOCIATION No. 1412, in the 24th Range, Section 10, T10N, and being a part or parts of both tracts 21076 and land (shown '19) described in a Warranty Deed with Warranty Deed dated April 8, 1925, from The Citizens State Bank of Omaha to Department No. 100 being of record in Volume 148, Page 286, Great Records of Deuel County, Texas and being a part or parts of that certain 85.229 acre tract of land (shown '19) described in a Warranty Deed dated September 8, 1922 from J.W. Rice to Rice Property and being of record in Deuel County (shown '19) Great Public Records of Deuel County, Texas and being a part or parts of that certain tract the 1/2 Section 10A North, or unincorporated subdivision in Deuel County, Texas and being more particularly described by survey maps and books.

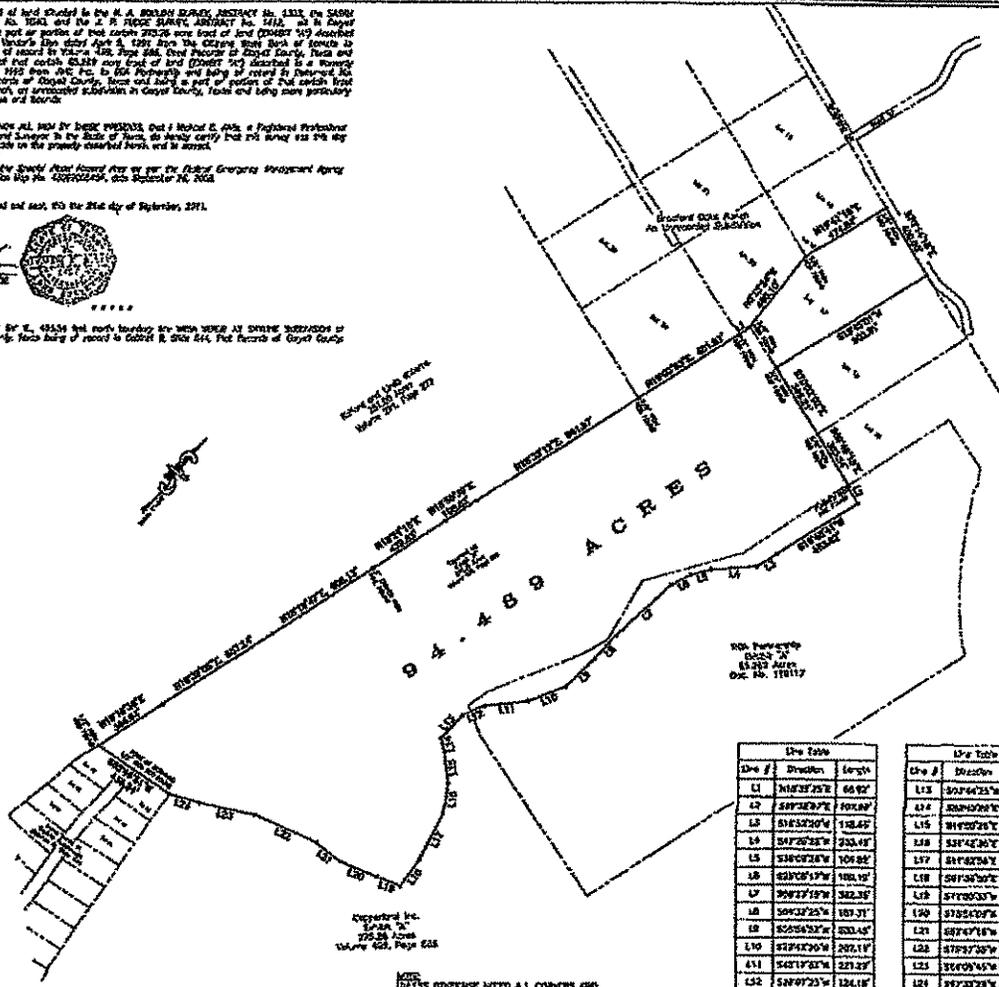
STATE OF TEXAS: I, JAMES M. RICE, by Deed 9999999, and I, Richard C. Rice, a Registered Professional Land Surveyor in the State of Texas, do hereby certify that this survey was run and made in the properly described books and is correct.

This survey is not made for Special Assessments fees as per the Federal Government Management Agency Federal Bureau Administration Map No. 420702222, 2nd Edition of 1962.

BY MYSELF RICE, my hand and seal, this 21st day of September, 2011.

Richard C. Rice
 Richard C. Rice, Surveyor


Be it further noted that the 1/2 Section 10A North, being of record in Volume 148, Page 286, Great Records of Deuel County, Texas and being of record in Volume 148, Page 286, Great Records of Deuel County, Texas.



One Table

Line #	Bearing	Length
L1	N10°27'25"W	66.92'
L2	S89°52'37"W	101.24'
L3	S16°32'37"W	128.65'
L4	S47°20'22"W	233.41'
L5	S18°02'28"W	109.82'
L6	S28°02'17"W	100.10'
L7	S28°27'12"W	342.35'
L8	S09°27'25"W	181.31'
L9	S25°54'32"W	233.41'
L10	S12°14'20"W	202.11'
L11	S42°14'22"W	221.27'
L12	S28°07'23"W	124.18'

One Table

Line #	Bearing	Length
L13	S27°54'23"W	105.11'
L14	S02°40'28"W	282.03'
L15	N11°02'26"E	144.23'
L16	S21°42'30"E	138.01'
L17	S17°02'30"W	280.34'
L18	S07°58'30"E	181.35'
L19	S71°00'33"W	143.21'
L20	S73°02'37"W	203.02'
L21	S87°47'18"W	127.11'
L22	S79°27'20"W	211.01'
L23	S34°09'56"W	149.39'
L24	N12°33'28"W	161.29'

DEVELOPMENT PLANNING & SURVEYING
 ASSOCIATION INCORPORATED
TURLEY ASSOCIATES, INC.
 210 N. 24th St.
 DALLAS, TEXAS 75201
 (972) 752-3882
 FAX (972) 752-3882
 WWW.TURLEYASSOCIATES.COM

94.489 ACRES
 N. A. BROWN SURVEY, ASSOCIATION No. 1213
 E. R. RICE SURVEY, ASSOCIATION No. 1412
 Section 10, T10N, Range 24E, Deuel County, Texas

REVISIONS

DATE: 09/21/11
 SHEET NO.: 04-001
 SHEET 1 OF 1
 12425-C
 (TRANS LARGER)

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT B

Annexation Petition

PETITION REQUESTING ANNEXATION

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

The undersigned owner(s) of the hereinafter described tract of land hereby petition this honorable body to extend the present municipal limits of the City of Copperas Cove, so as to include and annex as a part of the City of Copperas Cove, the property herein described by metes and bounds.

See Attached Exhibit "C".

We certify that the above-described tract of land is contiguous and adjacent to the City Limits of the City of Copperas Cove this petition is signed and duly acknowledged by each and every person or corporation having an ownership interest in said land.

Signed: _____

Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and each acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, 2011.

Notary Public, State of Texas
My commission expires: _____

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT C

MESA VERDE AT SKYLINE, PHASE II

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

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

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

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

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

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



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



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

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

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



Bearing base: N. 85° 46' 51" E., 439.34 feet north boundary line MESA VERDE AT SKYLINE SUBDIVISION of Coryell County, Texas being of record in Cabinet B, Slide 544, Plat Records of Coryell County, Texas.

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

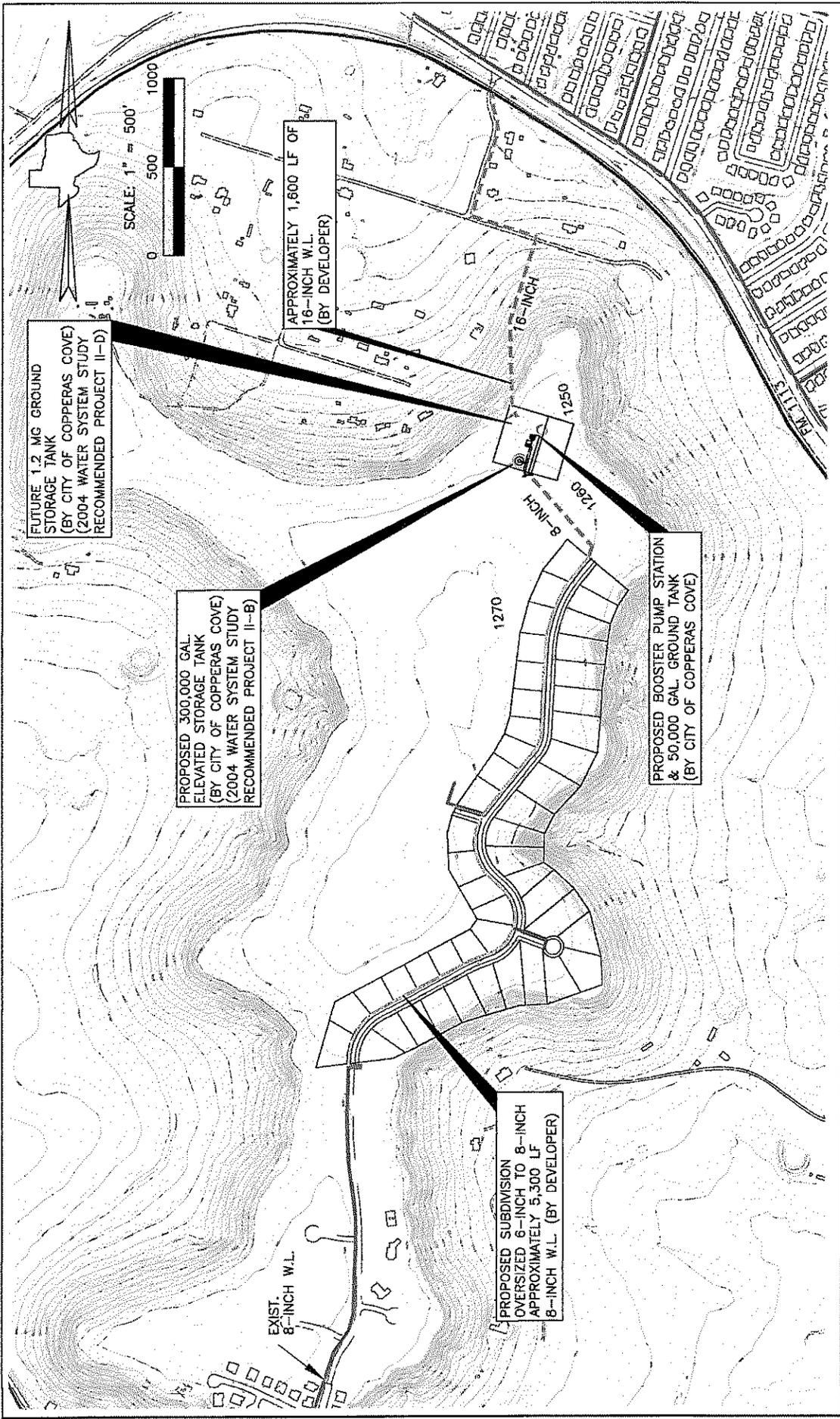


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**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT D



MOUNTAIN TOP NORTH
WATER SERVICE PLAN UPDATE - 2011

CITY OF COPPERAS COVE

RIVER CITY ENGINEERING
 3001 SWIFT LANE SUITE 100
 FORT WORTH, TEXAS 76104
 PHONE: (817) 341-8700
 FAX: (817) 341-8701
 2500 W. JOHNSON AVENUE SUITE C
 FORT WORTH, TEXAS 76108
 PHONE: (817) 251-2888
 FAX: (817) 251-2889

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT E

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 as agreed to in writing by the City of Copperas Cove, 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

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT F

BEING a 1.540 acre tract of land situated in the M. A. BOULDIN SURVEY, ABSTRACT No. 1303, Coryell County, Texas and being a part or portion of that certain 275.26 acre tract of land (EXHIBIT "A") described in a Warranty Deed with Vendor's Lien dated April 5, 1991 from The Citizens State Bank of Lometa to Copperland Inc. and being of record in Volume 499, Page 886, Official Public Records, Coryell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8" iron rod found being the northwest corner of the said 275.26 acre tract and being southwest corner of Tract No. 17, Bradford Oaks Ranch, an unrecorded subdivision in Coryell County, Texas and being in the east boundary line of Tract No. 20, said Bradford Oaks Ranch for corner;

THENCE S. 71° 17' 00" E., 178.36 feet departing the said Tract No. 20 and with the south boundary line of the said Tract No. 17 and the north boundary line of the said 275.26 acre tract (calls S. 70° 36' 26" E., 941.11 feet) to a 1/2" iron rod with cap stamped "RPLS #2475" set for corner;

THENCE departing the said Tract No. 17 and the said north boundary line and over and across the said 275.26 acre tract the following four (4) calls:

- 1) S. 19° 45' 01" W., 11.13 feet to a 1/2" iron rod with cap stamped "RPLS #2475" set for corner;
- 2) S. 01° 58' 22" E., 319.64 feet to a 1/2" iron rod with cap stamped "RPLS #2475" set being at the beginning of a non-tangent curve to the left having a radius equals 232.00 feet, chord bearing equals S. 73° 22' 15" W., 47.85 feet, central angle equals 11° 50' 21" for corner;
- 3) 47.94 feet along the arc of said curve to the left to a 1/2" iron rod with cap stamped "RPLS #2475" set for corner
- 4) N. 49° 37' 32" W., 272.24 feet to a 1/2" iron rod with cap stamped "RPLS #2475" set being in the east boundary line of Tract No. 30 of said Bradford Oaks Ranch and being in the west boundary line of the said 275.26 acre tract as fenced and evidenced on the ground for corner;

THENCE N. 19° 03' 53" E., 170.44 feet with the said east boundary line and the said west boundary line (calls N. 19° 03' 27" E., 667.95 feet) to a 1/2" iron rod found being the northeast corner of said Tract No. 30 and being the southeast corner of said Tract No. 20 Bradford Oaks Ranch for corner;

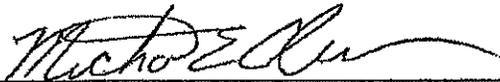


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THENCE N. 18° 39' 25" E., 66.92 feet departing the said Tract No. 30 and with the east boundary line of the said Tract No. 20 and continuing with the west boundary line of the said 275.26 acre tract to the Point of BEGINNING and containing 1.540 acres of land.

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



Michael E. Alvis, R.P.L.S. #5402
August 15, 2008



Bearing Base: N. 85° 46' 51" E., 439.34 feet north boundary line MESA VERDE AT SKYLINE SUBDIVISION of Coryell County, Texas being of record in Cabinet B, Slide 544, Plat Records of Coryell County, Texas.

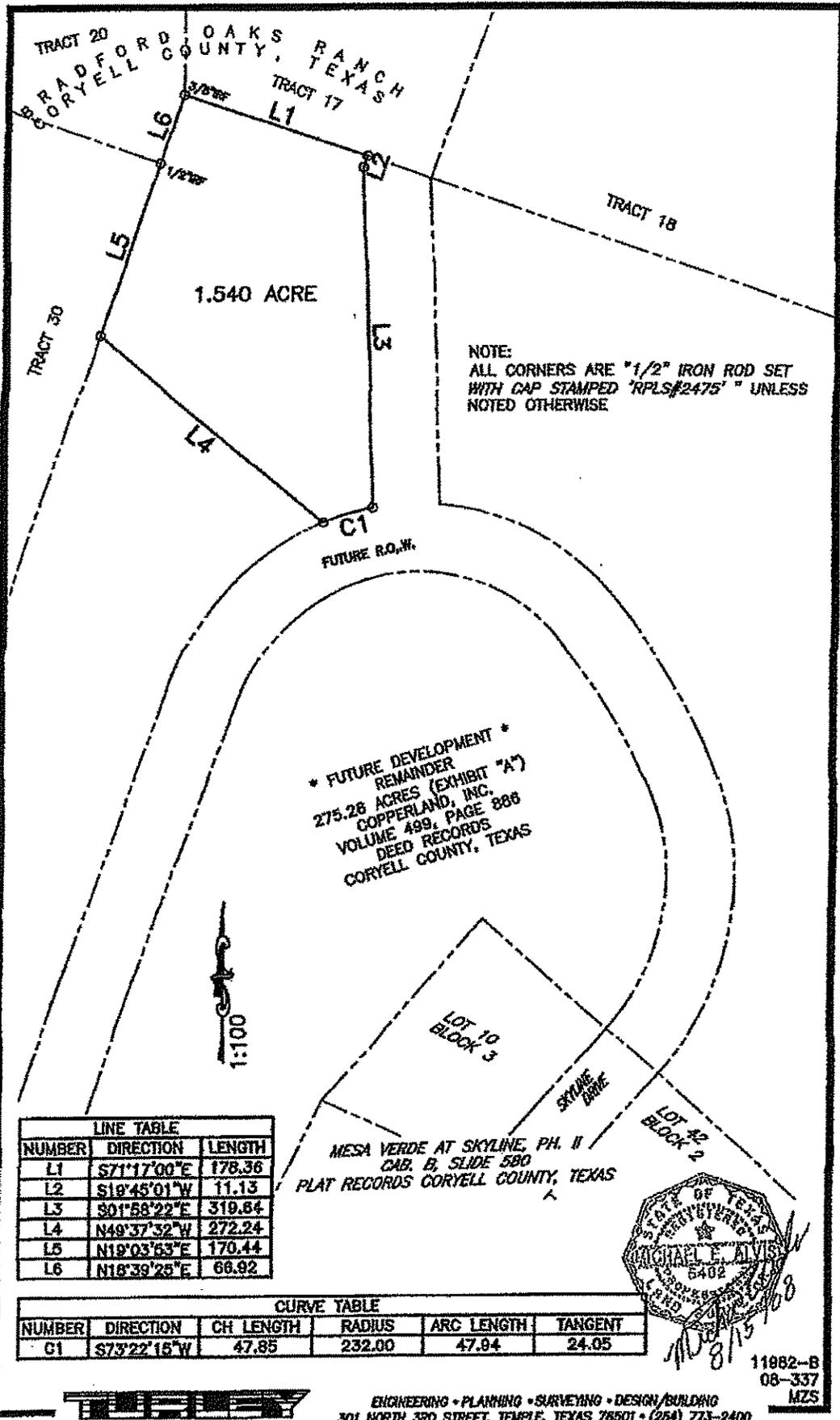
See attached surveyors sketch, which accompanies this set of field notes (ref: drawing no. 11982-B).



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Page 2 of 2



NOTE:
 ALL CORNERS ARE "1/2" IRON ROD SET
 WITH CAP STAMPED "RPLS/2475" UNLESS
 NOTED OTHERWISE

* FUTURE DEVELOPMENT *
 REMAINDER
 275.26 ACRES (EXHIBIT "A")
 COPPERLAND, INC.
 VOLUME 499, PAGE 888
 DEED RECORDS
 CORYELL COUNTY, TEXAS



LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S71°17'00"E	178.36
L2	S18°45'01"W	11.13
L3	S01°58'22"E	319.64
L4	N49°37'32"W	272.24
L5	N18°03'53"E	170.44
L6	N18°39'25"E	66.92

CURVE TABLE					
NUMBER	DIRECTION	CH LENGTH	RADIUS	ARC LENGTH	TANGENT
C1	S73°22'15"W	47.85	232.00	47.94	24.05

MESA VERDE AT SKYLINE, PH. II
 CAB. B, SLIDE 580
 PLAT RECORDS CORYELL COUNTY, TEXAS



11882-B
 08-337
 MZS



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**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT G

Agreement for Water and Sewer Utility Easement

Date: _____

Grantors: _____

Grantor's Mailing Address:

Grantee/Holder: City of Copperas Cove, Coryell County, a Texas municipal corporation.

Grantee's Mailing Address: P.O. Drawer 1449, Copperas Cove, Coryell County, Texas 76522

Easement Property: All that certain tract, piece or parcel of land, lying and being situated in the County of Coryell, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of Water and Sewer Utilities, hereinafter referred to as "Facilities".

Consideration: The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that currently adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Coryell County, Texas, or that may be apparent on the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this agreement:

1. *Transfer of Easement.* The Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable.

2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance by the City of Copperas Cove.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Grantor

Grantor

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF CORYELL)

This instrument was acknowledged before me on _____, 20__ by
_____.

Notary Public, State of Texas

ACCEPTED:

The City of Copperas Cove

By: _____
Andrea Gardner, City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF CORYELL §

This instrument was acknowledged before me on this ____ day of _____, 20__ by Andrea Gardner City Manager of the City of Copperas Cove, a Texas Municipal Corporation, on behalf of said Municipal Corporation.

Notary Public, State of Texas

**DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY OF
COPPERAS COVE AND MESA VERDE PARTNERS**

EXHIBIT H

PROPOSED MESA VERDE SPOIL EASEMENT DESCRIPTION

Beginning at the North Western most corner of proposed Mesa Verde Subdivision Phase II also being the North Western most property corner of the proposed City of Copperas Cove Mountain Top North Water Tank and Pump Station Site;

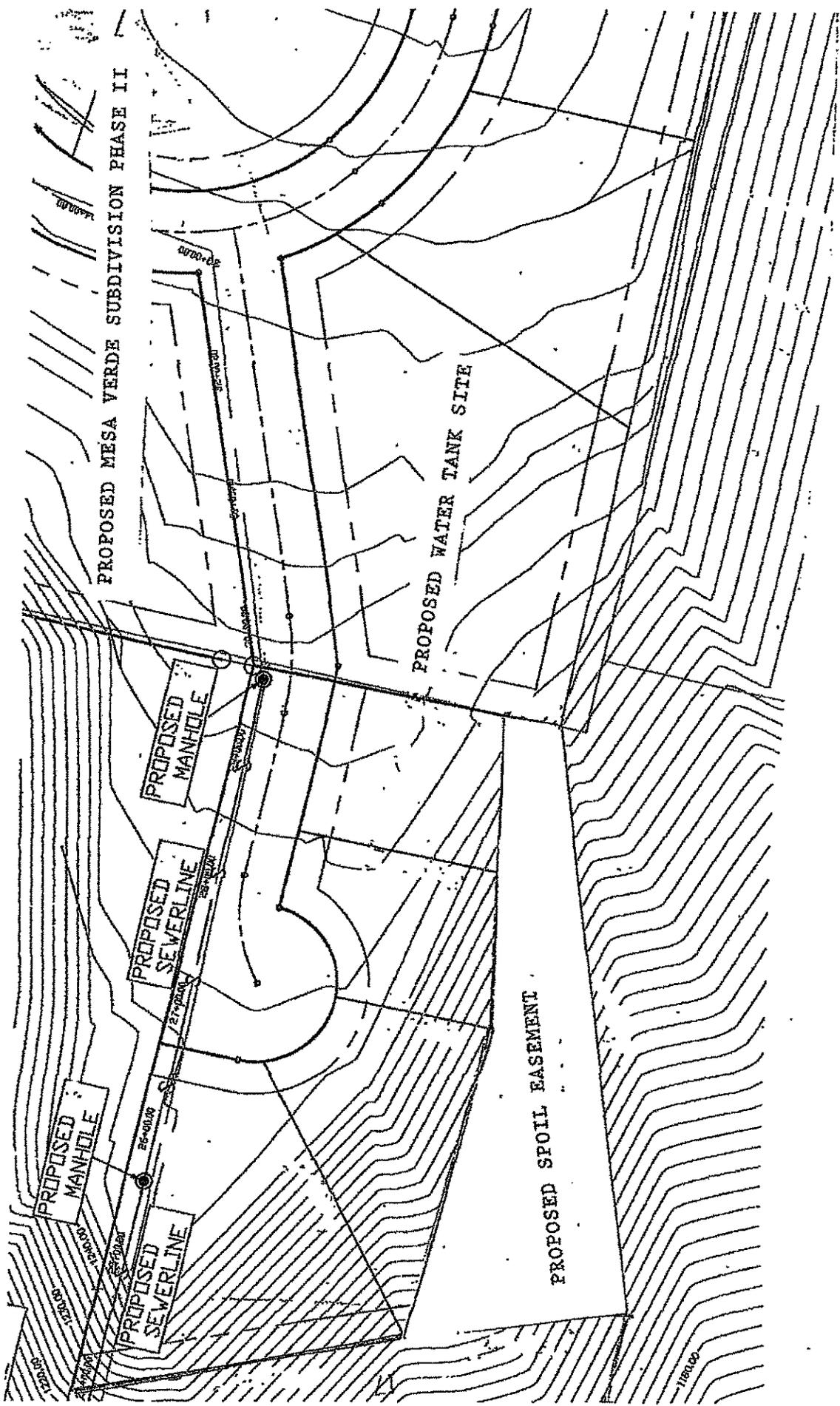
Thence N 00° 13' 24" W a distance of 460.10 feet to a point in the western most property line of Lot 17 Bradford Oaks Subdivision for a corner;

Thence N 89° 46' 36" E a distance of approximately 170 feet to a point for a corner;

Thence Southerly a distance of approximately 490 feet to a point in the northern most property line of the Proposed City of Copperas Cove Mountain Top North Water Tank and Pump Station Site for a corner;

Thence N 71° 17' 00" W a distance of 40.00 feet to the place of beginning in all consisting of aspproximately 1.15 Acres

The End



PROPOSED MESA VERDE SUBDIVISION PHASE II

PROPOSED WATER TANK SITE

PROPOSED MANHOLE

PROPOSED SEWERLINE

PROPOSED MANHOLE

PROPOSED SEWERLINE

PROPOSED SPOIL EASEMENT

City Council Regular

I. 4.

Meeting Date: 12/06/2011

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

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into a Sewer Construction Agreement between the City of Copperas Cove and Mesa Verde Partners. **Wesley Wright, P.E., Division Head of Public Works/City Engineer**

BACKGROUND/HISTORY

The initial phase of the Mesa Verde residential development is not served by City sewer. In addition, City sewer is not readily available to serve the proposed Mesa Verde, Phase 2 residential development.

FINDINGS/CURRENT ACTIVITY

The attached agreement provides provisions that will allow the 61 lots of the proposed future Mesa Verde, Phase 2 residential development to connect to the City's sewer system. Any connections over the previously mentioned 61 lots will require separate consideration.

Under the terms of the agreement, Mesa Verde partners will be allowed to temporarily connect to an existing sanitary sewer line serving the Western Hills subdivision located north of FM 1113. The agreement also requires Mesa Verde partners to acquire all necessary easements and pay all construction costs associated with the connection.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to enter into a Sewer Construction Agreement between the City of Copperas Cove and Mesa Verde Partners.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

Agreement

Exhibits

STATE OF TEXAS §
 §
COUNTY OF CORYELL §

**SEWER CONSTRUCTION AGREEMENT BETWEEN THE CITY OF COPPERAS
COVE AND MESA VERDE PARTNERS**

This Sewer Construction Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2011 (the "Effective Date") by and between the **CITY OF COPPERAS COVE, TEXAS**, a Texas home rule city and municipal corporation (the "City"), and **MESA VERDE PARTNERS**, a _____, (the "Developer") The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

**I.
Declarations**

- 1.01. WHEREAS, the Developer owns that certain tract of land more particularly described in **Exhibit A** attached hereto and here incorporated for all purposes, herein referred to as the "Property";
- 1.02. WHEREAS, the Developer and the City have entered into a Development and Annexation Agreement for the development and annexation of the Property.
- 1.03. WHEREAS, the Developer currently desires access to City sewer services via a sewer line located near the Western Hills Subdivision, more particularly described in the attached **Exhibit B**, herein referred to as the "Western Hills Sewer Line";
- 1.04. WHEREAS, in the future, the City will consider amending the Capital Improvement Plan to provide for a new sanitary sewer line to ultimately be constructed to serve the Property, herein referred to as the "CIP Sewer Line";
- 1.05. WHEREAS, the City will benefit from this Agreement by virtue of the certainty that the Property will be sufficiently served with sewer services;
- 1.06. WHEREAS, the Developer will benefit from this Agreement by virtue of the fact that they will have increased sewer capacity to further develop the Property;
- 1.07. WHEREAS, the benefits to the Parties set forth in Sections 1.05 and 1.06 above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.
- 1.08. It is the intent of the Parties under this agreement that the City shall not bear any costs associated with the Property being connected to either the Western Hills Sewer Line or the CIP Sewer Line.

II.
Commitments of the Developer

- 2.01. The Developer agrees and understands that Developer is limited to a total of 61 single family homes for connection to the existing Western Hills Sewer Line from the Property.
- 2.02. The Developer agrees and understands that the costs associated with connecting to the existing Western Hills Sewer Line, including but not limited to acquisition of easements and costs of design and construction, are the liability and obligation of the Developer.
- 2.03. The Developer understands that any connection, other than the sewer manhole shown in **Exhibit “B”**, will result in future costs to connect to the CIP Sewer Line.
- 2.04. The Developer agrees that any connection, other than the sewer manhole shown in **Exhibit “B”**, will be subject to City approval and will require a separate agreement.

III.
Commitments of the City

- 3.01. The City agrees to allow Developer to connect 61 single family homes to the existing Western Hill Sewer Line at the sewer manhole shown in **Exhibit “B”**.
- 3.02. The City agrees that connecting to sewer manhole shown in **Exhibit “B”** will result in no significant connection cost to the CIP Sewer Line.
- 3.03. The City agrees that Developer will be responsible for connection costs resulting from any sewer connection, other than the sewer manhole shown in **Exhibit “B”** through a separate agreement.

IV.
Entire Agreement/Severability

- 4.01. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties and dated subsequent to the date hereof.
- 4.02. If any provision of this Agreement is found to be unenforceable by a court of law having jurisdiction over the Parties, the remainder of the Agreement shall remain in force, unless the elimination of the unenforceable provision substantially deprives one or both Parties of the benefits of this Agreement.

V.
Effective Date

- 5.01. This Agreement shall be effective as of the date stated in the opening paragraph, which shall be inserted upon the execution by both Parties and approval by the City Council.

**VI.
Recordation**

- 6.01. This Agreement or a memorandum of this Agreement acceptable to City and Developer shall be recorded in the Official Public Records of Coryell County.

**VII.
Law and Venue**

- 7.01. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas with venue located in Coryell County.

**VIII.
Cooperation and Third-Party Litigation**

- 8.01. The City and the Developer each agree to execute such further documents or instruments as may be necessary to evidence their agreements hereunder.
- 8.02. In the event of any third party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, the Developer and the City agree to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement.

**IX.
Construction of Agreement**

- 9.01. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. Each of the Parties has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not be employed in interpreting this Agreement or its exhibits. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the Parties.

X.
Authorization

10.01. The City certifies, represents, and warrants that the execution of this Agreement has been duly authorized and that this Agreement has been approved in conformity with City ordinances and other applicable legal requirements. The Developer certifies, represents, and warrants that the execution of this Agreement is duly authorized in conformity with their authority.

EXECUTED in multiple originals and effective as of the ____ day of _____, 2011.

CITY OF COPPERAS COVE, TEXAS

By: _____
Frank Seffrood, Mayor pro tem

MESA VERDE PARTNERS

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by Frank Seffrood, Mayor pro tem of **THE CITY OF COPPERAS COVE, TEXAS**, a Texas municipal corporation, on behalf of said city.

NOTARY PUBLIC, State of Texas

THE STATE OF TEXAS §
§
COUNTY OF CORYELL §

This instrument was acknowledged before me on the _____ day of _____, 2011, by _____, _____ of Mesa Verde Partners.

NOTARY PUBLIC, State of Texas

**SEWER CONSTRUCTION AGREEMENT BETWEEN THE CITY OF COPPERAS
COVE AND MESA VERDE PARTNERS**

EXHIBIT A

MESA VERDE AT SKYLINE, PHASE II

BEING a 63.024 acre tract of land situated in the M. A. BOULDIN SURVEY, ABSTRACT No. 1303, the SARAH FUQUA SURVEY, ABSTRACT No. 1040, and the J. P. FUDGE SURVEY, ABSTRACT No. 1412, all in Coryell County, Texas and being a part or portion of that certain 275.26 acre tract of land (EXHIBIT "A") described in a Warranty Deed with Vendor's Lien dated April 5, 1991 from The Citizens State Bank of Lometa to Copperland Inc. and being of record in Volume 499, Page 886, Deed Records of Coryell County, Texas and being a part or portion of that certain 65.269 acre tract of land (EXHIBIT "A") described in a Warranty Deed dated September 9, 1996 from JWC, Inc. to DDA Partnership and being of record in Document No. 110117, Official Public Records of Coryell County, Texas and being a part or portion of that certain Tract No. 17, Bradford Oaks Ranch, an unrecorded subdivision in Coryell County, Texas and being more particularly described by metes and bounds as follows:

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

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

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

THENCE departing the said east and west boundary lines and over and across the said 275.26 acre tract and the said 65.269 acre tract the following seventeen (17) calls:

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



- (6) N. 28° 17' 33" E., 64.79 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (7) N. 37° 00' 32" E., 362.41 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (8) N. 33° 15' 59" E., 122.72 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (9) N. 18° 32' 40" E., 107.57 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (10) N. 08° 36' 48" E., 478.11 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (11) N. 16° 43' 28" E., 184.19 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (12) N. 25° 39' 26" E., 189.93 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (13) N. 41° 15' 34" E., 226.05 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (14) N. 53° 09' 45" W., 85.36 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (15) N. 70° 14' 29" W., 203.52 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (16) S. 19° 45' 31" W., 9.86 feet to a ½" iron rod with cap stamped "RPLS 2475" set for corner;
- (17) N. 71° 28' 31" W., 234.29 feet to a ½" iron rod with cap stamped "RPLS 2475" set being in the west boundary line of the said 276.26 acre tract and being in the east boundary line of that certain Tract No. 30, Bradford Oaks Ranch, an unrecorded subdivision in Coryell County, Texas for corner;

THENCE N. 19° 03' 53" E., 556.03 feet (calls N. 19° 03' 27" E., 667.95 feet in Volume 499, Page 886) with the easterly boundary line of the said Tract No. 30, Bradford Oaks Ranch and with the westerly boundary line of the said 276.26 acre tract as fenced and evidenced on the ground to a ½" iron rod found being the northeast corner of the said Tract No. 30, Bradford Oaks Ranch and being the southeast corner of Tract No. 20, said Bradford Oaks Ranch for corner;

THENCE N. 18° 39' 25" E., 66.92 feet departing the said Tract No. 30 and with the

Page 2 of 5



easterly boundary line of the said Tract No. 20 and continuing with the said westerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground to a 3/8" iron rod found at a fence corner post being an angle point in the easterly boundary line of the said Tract No. 20 and being the southwest corner of Tract No. 17, said Bradford Oaks Ranch and being the northwest corner of the said 275.26 acre tract for corner;

THENCE N. 00° 13' 24" W., 460.10 feet departing the said 275.26 acre tract and with the easterly boundary line of said Tract No. 20 and the westerly boundary line of said Tract No. 17 to a 3/8" iron rod found at a fence corner post being the northeast corner of the said Tract No. 20 and being the southeast corner of that certain Tract No. 16, said Bradford Oaks Ranch and being an angle point in the westerly boundary line of the said Tract No. 17 for corner;

THENCE departing the said northeast corner of Tract No. 20 and the said southeast corner of the said Tract No. 16 and over and across the said Tract No. 17, Bradford Oaks Ranch the following two (2) calls:

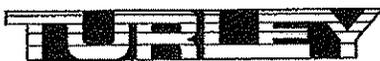
- 1) S. 89° 46' 00" E., 179.79 feet to a 1/2" iron rod with cap stamped "RPLS #2475" set for corner;
- 2) N. 88° 03' 37" E., 247.55 feet to a 1/2" iron rod with cap stamped "RPLS #2475" set being in the easterly boundary line of the said Tract No. 17 and being in the westerly boundary line of Tract No. 18, Bradford Oaks Ranch for corner;

THENCE S. 19° 45' 01" W., 579.61 feet with the easterly boundary line of the said Tract No. 17, Bradford Oaks Ranch and the westerly boundary line of the said Tract No. 18 to a 3/8" iron rod found being the southeast corner of the said Tract No. 17 and the southwest corner of the said Tract No. 18 and being in the northerly boundary line of the said 275.26 acre tract for corner;

THENCE S. 70° 52' 02" E., 396.21 feet departing the said Tract No. 17 and with the southerly boundary line of the said Tract No. 18 and the northerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground (calls S. 70° 36' 26" E., 941.11 feet in Volume 499, Page 886) to a 3/8" iron rod found being the southeast corner of the said Tract No. 18 and being the southwest corner of Tract No. 19, Bradford Oaks Ranch for corner;

THENCE S. 69° 46' 15" E., 303.54 feet departing the said Tract No. 18 and with the southerly boundary line of the said Tract No. 19 and continuing with the northerly boundary line of the said 275.26 acre tract as fenced and evidenced on the ground to a flagged 60d nail found at a fence corner post being the southeast corner of the said Tract No. 19 and being northeast corner of the said 275.26 acre tract and being in the westerly boundary line of the aforementioned 65.269 acre tract for corner;

THENCE departing the said Tract No. 19 Bradford Oaks and over and across the said 65.269 acre tract and continuing over and across the said 275.26 acre tract the following twenty-four (24) calls:



- 1) S. $69^{\circ} 32' 57''$ E., 107.99 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS #2475" set for corner;
- 2) S. $18^{\circ} 48' 41''$ W., 483.62 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS #2475" set for corner;
- 3) S. $19^{\circ} 52' 20''$ W., 118.66 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS #2475" set for corner;
- 4) S. $47^{\circ} 26' 22''$ W., 233.49 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS #2475" set for corner;
- 5) S. $36^{\circ} 09' 28''$ W., 106.82 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 6) S. $25^{\circ} 06' 17''$ W., 109.19 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 7) S. $08^{\circ} 23' 15''$ W., 382.36 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 8) S. $04^{\circ} 32' 25''$ W., 161.31 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 9) S. $06^{\circ} 54' 52''$ W., 200.48 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 10) S. $29^{\circ} 42' 20''$ W., 207.14 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 11) S. $45^{\circ} 17' 37''$ W., 221.29 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 12) S. $29^{\circ} 07' 23''$ W., 124.18 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 13) S. $03^{\circ} 44' 25''$ W., 158.11 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 14) S. $52^{\circ} 43' 22''$ E., 72.03 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 15) S. $44^{\circ} 50' 28''$ E., 162.33 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 16) S. $31^{\circ} 42' 36''$ E., 153.01 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for

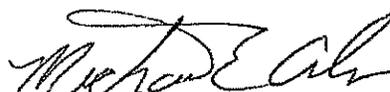
Page 4 of 5



corner;

- 17) S. $11^{\circ} 52' 58''$ E., 266.34 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 18) S. $01^{\circ} 36' 50''$ E., 161.36 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 19) S. $71^{\circ} 50' 33''$ W., 129.21 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 20) S. $73^{\circ} 54' 09''$ W., 203.59 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 21) S. $89^{\circ} 47' 18''$ W., 157.11 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 22) S. $75^{\circ} 57' 35''$ W., 341.02 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 23) S. $64^{\circ} 09' 46''$ W., 283.39 feet to a $\frac{1}{2}$ " iron rod with cap stamped "RPLS 2475" set for corner;
- 24) S. $67^{\circ} 33' 28''$ W., 160.20 feet to the Point of BEGINNING and containing 63.024 acres of land.

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


 Michael E. Alvis, R.P.L.S.#5402
 September 19, 2011



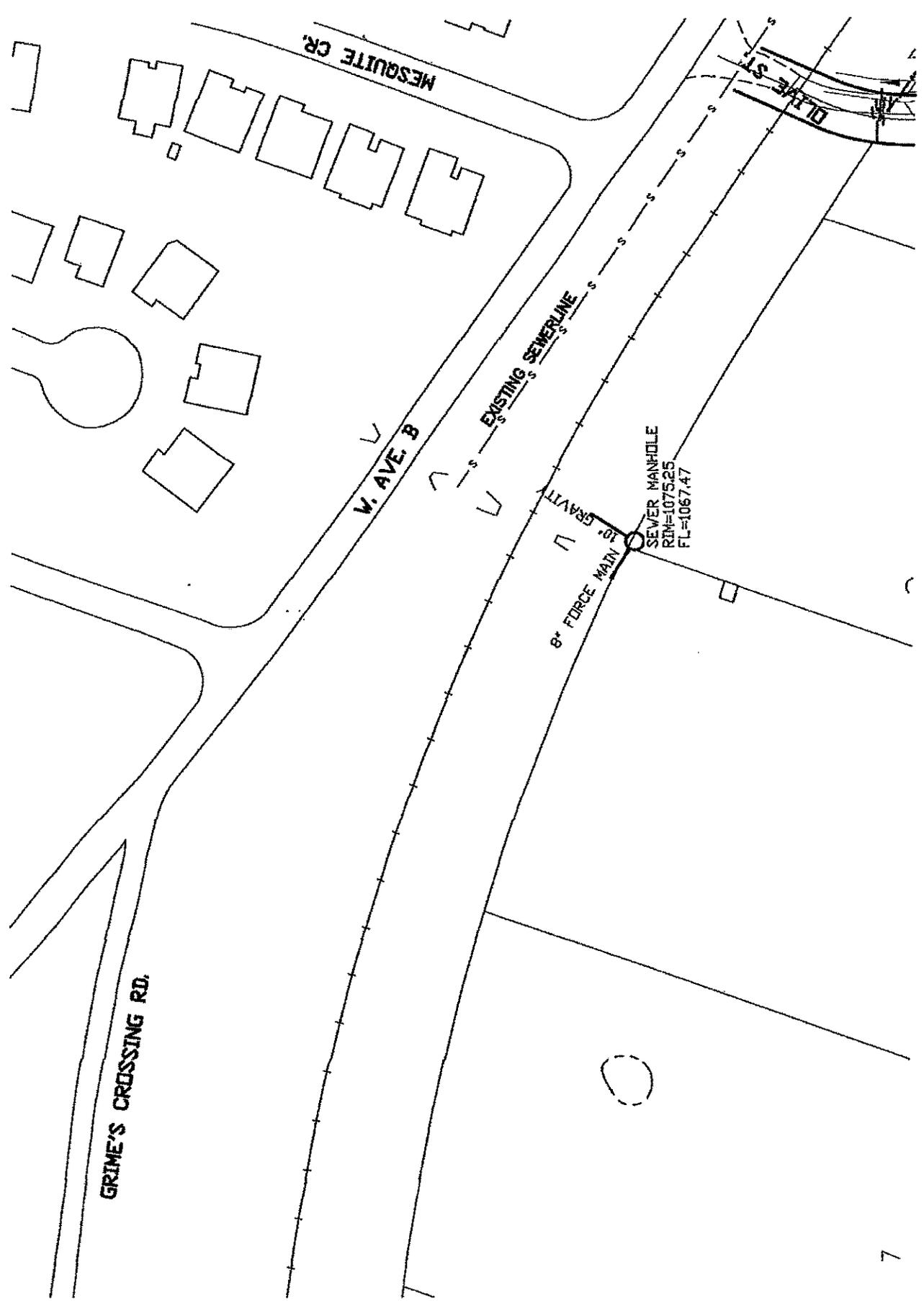
Bearing base: N. $85^{\circ} 46' 51''$ E., 439.34 feet north boundary line MESA VERDE AT SKYLINE SUBDIVISION of Coryell County, Texas being of record in Cabinet B, Slide 544, Plat Records of Coryell County, Texas.

See attached surveyors sketch that accompanies this set of field notes.

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**SEWER CONSTRUCTION AGREEMENT BETWEEN THE CITY OF COPPERAS
COVE AND MESA VERDE PARTNERS**

EXHIBIT B



GRIME'S CROSSING RD.

MESQUITE CR.

V. AVE. B

EXISTING SEWERLINE

8" FORCE MAIN TO GRAVITY

SEWER MANHOLE
RIM=1075.25
FL=1067.47

DLT 36"

Meeting Date: 12/06/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute an reimbursement (interlocal) agreement with the Copperas Cove Industrial Foundation to provide funding for the Advanced Funding Agreement between the City of Copperas Cove and the Texas Department of Transportation for the construction of signalization and a crossover for the Shops at Five Hills Development. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

During the platting process of the property known as the Shops at Five Hills which is currently owned by the Copperas Cove Economic Development Corporation but under contract with Endeavor Real Estate Group, the developer indicated a desire to have signalization and a crossover constructed by the TxDOT contractor known as Ledcor for entrance into the Shops at Five Hills through a change order on the State Highway 9 project. Thus, the City Manager informed the developer that the change order would require a request from the City on the developers behalf and that any costs associated with the change order would require funding from a non-City source. As a result, the developer and City worked with TxDOT to ensure the change order request was submitted to TxDOT.

FINDINGS/CURRENT ACTIVITY

Independent of City staff, negotiations regarding the costs to design and construct the signalization and crossover for the Shops at Five Hills occurred between the developer, CCEDC and CCIF. Engineering probable costs estimates provided to the developer indicate the construction of the signalization and crossover should not exceed \$700,000.

Once the funding strategy for the change order was provided to the City, a change order request was submitted to TxDOT on behalf of the developer. The developer agreed to cover the costs of the design and \$100,000 of the construction costs for the change order. However, the City will receive all funds to cover the execution of the Advanced Funding Agreement with TxDOT direct from the CCIF through the attached reimbursement (interlocal) agreement.

Upon complete execution of the reimbursement agreement by the CCIF and City, the AFA will be executed if authorized by City Council.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute a reimbursement agreement between the City of Copperas Cove and the Copperas Cove Industrial Foundation for the costs of the change order submitted to TxDOT by Ledcor for the signalization and crossover to the Shops at Five Hills development.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The attached instrument will provide the funding for the Advanced Funding Agreement to be executed by the City Manager. The attached agreement generated legal fees to the City; however, no additional costs are expected.

Meeting Date: 12/06/2011

Contact: Andrea Gardner, City Manager

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute an Advanced Funding Agreement with the Texas Department of Transportation for the construction of signalization into the area known as the Shops at Five Hills. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

During the platting process of the property known as the Shops at Five Hills which is currently owned by the Copperas Cove Economic Development Corporation but under contract with Endeavor Real Estate Group, the developer indicated a desire to have signalization and a crossover constructed by the TxDOT contractor known as Ledcor for entrance into the Shops at Five Hills through a change order on the State Highway 9 project. Thus, the City Manager informed the developer that the change order would require a request from the City on the developers behalf and that any costs associated with the change order would require funding from a non-City source. As a result, the developer and City worked with TxDOT to ensure the change order request was submitted to TxDOT.

FINDINGS/CURRENT ACTIVITY

Engineering probable costs estimates provided to the developer indicate the construction of the signalization and crossover should not exceed \$700,000.

TxDOT requested Ledcor provide a bid for the change order as requested by the developer. However, Ledcor is unable to provide the bid until the later portion of the week of December 5, 2011. The City Manager spoke with a member of the Copperas Cove Industrial Foundation to ensure the Foundation would view staff's recommendation to authorize the City Manager to execute the attached Advanced Funding Agreement sufficient provided the bid submitted by Ledcor for the construction of the Signalization and crossover do not exceed \$700,000. The response indicated that one member could not speak for the entire Board; however, the Board was aware of the Developer's request and it was the intention of the Board to participate in the funding of the design and construction for the change order.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to execute an Advanced Funding Agreement between the Texas Department of Transportation and the City of Copperas Cove provided that such execution occurs after the Copperas Cove Industrial Foundation fully executes a reimbursement (interlocal) agreement with the City that provides funding for the change order requested for State Highway 9 in a bid amount submitted by Ledcor not to exceed \$700,000 for the signalization and crossover.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

All funding for the change order is to be provided by the developer and the Copperas Cove Industrial Foundation; therefore, no expenses will be incurred by the City.

Attachments

AFA SH 9 Change Order

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Copperas Cove, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 111976 authorizes the State to undertake and complete a highway improvement generally described as constructing the initial two-lanes of an ultimate four-lane section for establishing a Northeast Relief Route and direct connection to Tank Destroyer Boulevard; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as adding a signalized crossover between the eastbound and the westbound main-lanes of US 190 by change order to construction contract STP 2011(191), etc., called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A,

Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

- B.** At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs. – **Not Applicable**
- C.** In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D.** Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site – Not Applicable

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange – Not Applicable

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
 - 1. By mutual written agreement and consent of both parties;
 - 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or

- 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B. If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
City of Copperas Cove P.O. Drawer 1449 507 South Main Street Copperas Cove, Texas 76522	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract.

Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Regional Director

Date

ATTACHMENT A PAYMENT PROVISION AND WORK RESPONSIBILITIES

Description of the Work Items

The Local Government agrees to contribute all necessary construction funds to address additional work identified during the on-going construction associated with contract STP 2011(191), etc.

These funds will allow the State to issue a change order to the contractor that accounts for adding a signalized crossover between the eastbound and the westbound main-lanes of US 190. The proposed work will include incidental construction of a left turn lane on westbound US 190 and a right turn lane on eastbound US 190.

Actual Cost Agreement

The Local Government will contribute an estimated amount of **\$770,000** towards the cost of the additional construction work requested by the Local Government.

The State's direct and/or indirect engineering and contingencies charges will be the responsibility of the State.

Schedule of Payments

The Local Government's cost for its portion of the work will be an estimated amount of **\$770,000**. The Local Government will submit a single payment in the amount of **\$770,000** to the State for its participation in the overall development and construction of this project. This payment will be paid to the State within 30 days from written notification that the contribution is due.

City Council Regular

J. 1.

Meeting Date: 12/06/2011

Information

SUBJECT

CCEDC update on active pending projects, Shops at Five Hills, Heritage Plaza (Starbucks), Business Park Expansion, Oncor Substation, Shop Local (ShopQA), Copperas Cove Red Team. **Polo Enriquez, CCEDC Executive Director**

Attachments

CCEDC Presentation



Copperas Cove

Economic Development Corporation

Projects Presentation

Executive Director Polo Enriquez
Copperas Cove City Council Meeting
December 6, 2011

EcoDevTracker

Copperas Cove EDC Project Review

Projects since October 2010

- **Number of projects received:** **90**
- **Number of ineligible projects:** **74**
 - Insufficient Incentives 4
 - Lack of available space (no existing building) 44
 - Lack of infrastructure 5
 - Transportation 11
 - Did not respond 10
 - Project was not compatible with our community
 - Project requires significant financial support/investment
- **Number of projects eliminated by prospect:** **1**
 - Project Up Stream (CGI) NOTE: Located in Belton
- **Number of successful projects:** **1**
 - Project Green Lady (Heritage Plaza/Starbucks)
(\$400,000 investment, taxable sales in excess of \$1M per year, 15-20 jobs and redevelopment)
- **Number of working projects:** **14**
 - Pending projects 5
 - Preliminary projects 1
 - Active projects 8

Project Report

Date	Source	Project	Type	Status
10/17/2011	Local Outreach	(unable to disclose)	Restaurant	Pending
9/10/2010	Local Outreach	Fiber	Manufacturing	Pending
2/15/2011	Local Outreach	Jump!	Expansion	Pending
6/23/2011	Local Outreach	Penfed	Call Center	Pending
2/16/2011	WEDA	Nuvo	Manufacturing	Pending
7/25/2011	Local Outreach	Gap	Motel/Conf. Center	Preliminary

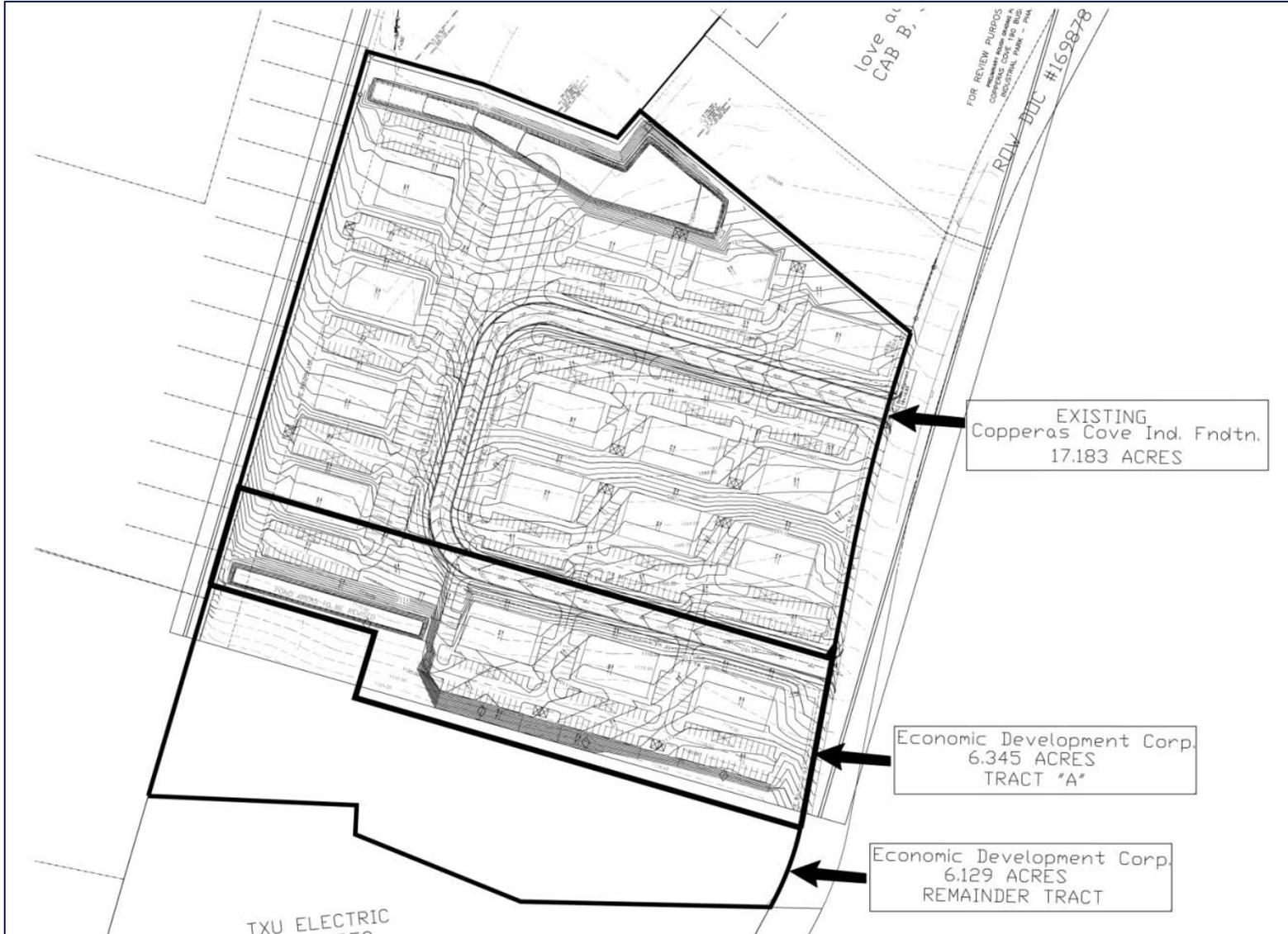
Project Report

Date	Source	Project	Type	Status
8/2/2011	Local Outreach	Hawaii	Restaurant	Active
7/27/2011	Local Outreach	Clinic	Urgent Care Clinic	Active
7/24/2011	Local Outreach	Lupe	Defense Contractor	Active
7/13/2011	Local Outreach	Oasis	Commercial	Active
6/3/2011	State	Cavalier	Data Center	Active
4/14/2011	Local Outreach	Phones	Commercial	Active
6/14/2011	Broker/Site Consultant	Tooth	Dental office	Active
6/30/2011	State	Skyguard	Aviation/Manufacturing	Active

Heritage Plaza (Starbucks)



Business Park Expansion



Oncor Substation



Shop Local (ShopQA)



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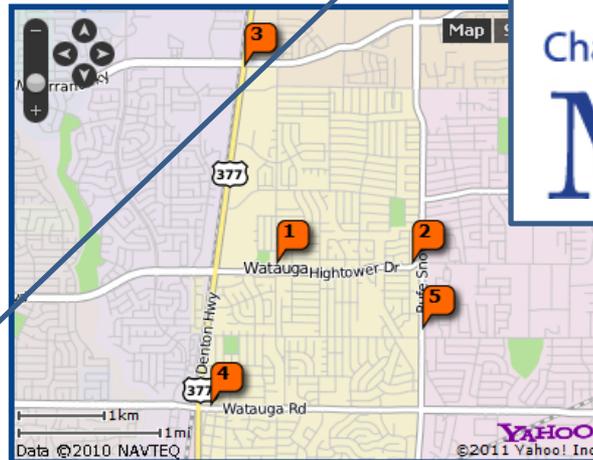
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Copperas Cove Red Team



*Guest Speaker Tom
Stellman of TIP
Strategies discussed
incentive strategy and
policy with the group.*

Members

Andrea Gardner, City Manager
Jimmy Clark, Industrial Foundation
Jim Schmitz, City Council/Industrial Foundation
Betty Price, Chamber of Commerce
Marty Smith-Cook, Chamber of Commerce
Katie Rudesheim, CCISD
Raymond Perez, Century Link
Bryan Thym, Time Warner Cable
John Denis, Atmos
Karl Green, Oncor
Jim Reed, CTCOG
John Firth, Coryell County Judge
Jerry Haisler & Becky Hendricks, Workforce Solutions
Otto Wiederhold, CCEDC Engineer
Bill Parry, HOTDA
Michael DeHart, Fort Hood Association of Realtors