

**MINUTES OF A  
REGULAR MEETING  
CITY COUNCIL FOR THE CITY OF COTTONWOOD SHORES, TEXAS  
4111 COTTONWOOD DRIVE - CIVIC CENTER  
THURSDAY, DECEMBER 16, 1999 - 7:00 P.M.**

1. **CALL TO ORDER AND ROLL CALL:** Mayor Pickens called this Regular Meeting to Order at 7:02 p.m. with both Commissioner Phipps and Commissioner Pfeifer in attendance a Quorum was present.
  
2. **CONSENT AGENDA:**
  - A. **FINANCIAL STATEMENTS FOR THE MONTHS OF SEPTEMBER, OCTOBER AND NOVEMBER OF 1999:** This item was tabled due to the reports not being back from the auditors.
  
  - B. **MINUTES OF A REGULAR CITY MEETING ON NOVEMBER 18, 1999 AND A SPECIAL CITY MEETING ON NOVEMBER 30, 1999:** Commissioner Phipps made a motion to approve the minutes of the Special Meeting on November 30, 1999 and the Regular Meeting on November 18, 1999 as recorded. Commissioner Pfeifer seconded the motion, which carried.
  
3. **STATUS REPORT BY GRANT DEVELOPMENT SERVICES ON GRANT PROJECTS CURRENTLY UNDERWAY:** Ms. Katerina Dittmore of Grant Development Services introduced their new associate, Mr. Mark Huggins. She then addressed the two grants, which the City is currently working on. She stated the Lakeview Drive Project is in the final stages. She has gone over the Final Punch List with Frank King, Jr. of Bay Maintenance. He informed her they would begin on the list Monday, December 20th and should be finished in one week. Once completed there will be a final payment and then the audit. She stated the City should complete the Lakeview Project a year ahead of the original deadline. She stated the new grant for the elevated water storage tank is proceeding nicely. The City has already contracted with an engineer, Willis Environmental, for bid specifications. Once we go out for bids, we should have a contractor hired in ninety (90) days. She informed the Council about the set-up documents, which needed to be on the agenda for the regular meeting in January
  
4. **CONSIDER AND POSSIBLY TAKE A ACTION ON A SERVICE AGREEMENT BETWEEN THE CITY OF COTTONWOOD SHORES, TEXAS AND MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC. TO PROVIDE EMERGENCY MEDICAL SERVICES WITHIN THE CORPORATE CITY LIMITS OF THE CITY THROUGH SEPTEMBER 30, 2000:** Mayor Pickens noted Mr. Larry Greer, President of Marble Falls Area E.M.S., Inc., was in attendance if anyone had any questions. He stated the Special Meeting on November 30th went well. The E.M.S. had been cooperative with the City in regards to our special situation. Commissioner Pfeifer noted the agreement doesn't state the billing with voluntary contributions will not start until February. Mr. Greer stated they were aware of the February billing date. Commissioner Pfeifer then made a motion to approve the Service Agreement between the City and Marble Falls Area E.M.S., Inc. Commissioner Phipps seconded the motion, which carried.
  
5. **CONSIDER AND POSSIBLY TAKE ACTION ON REFUNDING ALL OR PART OF BUILDING PERMIT, INSPECTION AND UTILITY TAP FEES PAID BY JESS TRUETT:** Mayor Pickens explained Mr. Truett had purchased two lots and was looking forward to moving into Cottonwood when his house in Meadowlakes sold. Mr. Truett had paid the fees and already put in the pad for a nice doublewide at 700 Fir Lane. The day before it was to be delivered, the deal fell through on his house in Meadowlakes. Apparently, they found cracks in the foundation. Mr. Truett was requesting a refund of the fees he paid. Mayor Pickens noted it was unfortunate the Truetts would not be moving, they would have been a great addition to our community. He thought we should retain a portion of

the fees however, for the costs the City had already incurred. He knew Glenn had been out to inspect the pad, Robert had been out to assess placement for utility taps, as well as office time involved in the paperwork. He recommended the City retain twenty to twenty-five percent (20%-25%) of the fees to cover these costs. Commissioner Pfeifer stated he had calculated retaining twenty percent (20%). Commissioner Phipps stated that she thought that sounded fair. Commissioner Pfeifer then made a motion to refund all but twenty percent (20%) of the fees paid by Mr. Truett. Commissioner Phipps seconded the motion, which carried.

6. **CONSIDER AND POSSIBLY TAKE ACTION ON A "DEVELOPMENT AGREEMENT CONCERNING CASTLE TERRACE SUBDIVISION WATER AND WASTEWATER IMPROVEMENTS":** Mayor Pickens stated the City had been working with Castle Ventures, Ltd. to develop Castle Terrace. He explained to build houses they need water and sewer. He noted the development agreement was lengthy so he was only going to hit the keypoints, but a copy was available for review at City Hall. If the Commissioners approved agreement, Castle Terrace would present a petition to the City, within ninety (90) days, for annexation. He stated they plan to build ninety-four (94) homes plus the existing homes. He noted the City needs the tax base revenue, and they need us. He stated the City is only required to provide services equal to the services now being offered to the citizens. He noted along with this come the construction easement for the water tower and a twenty (20) ft. permanent easement of Lot 12, where the tower will be. Commissioner Pfeifer stated he had read it twice and couldn't find a thing wrong. He then made a motion to accept the Development Agreement Concerning Castle Terrace Subdivision Water and Wastewater Improvements. Commissioner Phipps seconded the motion, which carried.
7. **CONSIDER AND POSSIBLY TAKE ACTION ON ACCEPTING A UTILITY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM CASTLE VENTURE, LTD. FOR THE CONSTRUCTION AND LOCATION OF AN ELEVATED WATER STORAGE TANK:** Mayor Pickens stated he had signed, notarized originals ready to file at the courthouse if the Council accepted these easements. Commissioner Pfeifer stated we could move the fence around the water tower to take in the permanent easement. Mayor Pickens stated the ideal was to maintain the property like a park leaving the large Oak trees. Commissioner Pfeifer made a motion to accept the permanent utility easement and the temporary construction easement from Castle Venture, Ltd. for the construction and location of the elevated water storage tank. Commissioner Phipps seconded the motion, which carried.
8. **MONTHLY ACTIVITY REPORTS:**

**A. POLICE DEPARTMENT:** Officer Steve Hallman read the report for the Police Department. He stated Amanda Barnett would be having a meeting in January 2000 for a Community Watch Program. He would let us know the exact date when it came available. He noted there were plans to start a Safehouse Program for kids after school. If kids are scared or being followed home, there would be stickers on houses where they could go to be safe. He also noted he had just finished a Radar Certification School. He was now legally certified to run radar.

**B. PUBLIC WORKS - WATER & SEWER DEPARTMENT:** Robert Pope read the report for the Public Works Department. He encouraged everyone to wrap pipes for the colder weather coming. He stated they have been filling potholes with gravel around the City as time and materials would allow. He noted one of the pumps at the number three lift station was out. He was hoping it was a seal or something simple. He will check it tomorrow, after meter readings, and let the Mayor know for sure. Glenn has been working on new City Hall building trying to get us moved. Connie went to a Basic Water Supply course, but doesn't know her grade yet. She is scheduled to attend an Animal Control Course next month. Then Connie read the report for Animal Control.

**C. CIVIC PRIDE:** No one present to give any reports.

**D. CHRONICLE AND COMMUNITY CHURCH:** No one present to give any reports. Mayor Pickens noted they have several events planned for the next couple of weeks for both children and adults. Caroling, pictures with Santa, candlelight services, and a New Years Eve party. He encouraged everyone to pick-up a *Cottonwood Community Chronicle* for dates and times.

E. V.F.D.: No one present to give any reports. Mayor Pickens noted they did receive a new brush fire truck.

9. **MAYOR'S REPORT:** Mayor Pickens stated the move to the new City Hall building was postponed due to no funds and construction still not complete. He added the City needs to purchase a computer for new billing system the City must have in place by February billing. He encouraged everyone to conserve water. He noted we are in a drought. Lakes are full now, but no water going into them. L.C.R.A. must pass water along to the valley for crops and the gulf for rice. He added it wasn't just Cottonwood, everyone in this part of Texas needs to conserve. He also noted he had attended the Burnet County Commissioners Meeting on the 2000 Census. He stated it was scheduled for April 1, 2000. He stressed the importance of getting an accurate count. He stated we need everyone counted. The City needs a population count of 1,000. This will really help in acquiring grant funds. He suggested sending flyers to the residents in both English and Spanish to inform them of the importance of the census.
10. **OPEN DISCUSSION:** Mr. J.R. Wilson asked if the Building Ordinance had a six-month time limit for completion. Mayor Pickens stated it allows one year for completion. Mr. Wilson noted a house in the 600 Block of Scarlet Oaks was still not completed. The Mayor noted he had not seen anyone around that house for sometime.
11. **ADJOURNMENT:** Mayor Pickens wished everyone a Merry Christmas and a Happy New Year and adjourned this Regular Meeting at 7:56 p.m.



DALE PICKENS, MAYOR

ATTEST:



TENA COLLIER, CITY SECRETARY



## **SERVICE AGREEMENT**

**STATE OF TEXAS**

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**COUNTY OF BURNET**

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This agreement by and between the City of Cottonwood Shores, Texas, hereinafter referred to as "City" and the Marble Falls Area Emergency Medical Services, Inc., hereinafter referred to as "EMS", for and in consideration of the mutual covenants herein contained, the parties hereby agree and contract as follows:

### **I. PURPOSE**

The EMS shall provide emergency medical services and transportation within the corporate limits of the City. At no time will all of the vehicles operated by the EMS be outside the EMS's service area except in the event of transport to and from a hospital or clinic or a major catastrophe when the EMS shall make every reasonable effort to provide or obtain emergency medical services and transportation by other means.

### **II. TERM AND RENEWAL**

The initial term of this agreement shall be from the effective date hereof ending at 2400 hours (midnight) of September 30, 2000.

### **III. MAINTENANCE OF EQUIPMENT**

EMS shall maintain its equipment in good working and operating condition at its sole expense throughout the duration of this Agreement. EMS shall maintain and provide a maintenance log on each vehicle to be available to the City Council of the City at their request.

### **IV. IN KIND ASSISTANCE**

In times of emergency it may be necessary to utilize City equipment and personnel at no expense to EMS. The EMS's President, Operations Director or City Mayor may define emergency.

**V.  
FUNDING**

The City shall provide funding to the EMS for its services to be rendered under this Agreement. Additional funding in an amount, which will be adequate to insure unified coverage, must be obtained from Burnet County.

- a. Initial Term – no less than the total amount collected through VES accounts.
- b. EMS shall propose a funding budget to the City no less than sixty (60) days prior to the end of each fiscal year during the term of this Agreement. The funding budget for each year of the term of this Agreement shall be subject to the final approval of the City Council of the City. In the event that no budget is proposed by the EMS as setout herein, the funding for that fiscal year shall be budgeted by the City in an amount no less than funded in the year immediately preceding.
- c. A fee may be charged and collected by the EMS from each and every recipient of the emergency medical services and transportation for each call or run performed according to its schedule subject to the prior approval thereof by the City Council of the City. The fee schedule shall not be revised, amended or changed within sixty (60) days of the date of its most recent approval.
- d. The EMS may request additional funding at any time for emergency items or items of necessity, subject to the approval of the City Council of the City.
- e. Payments to be made on a monthly basis. Such payments will be made within the first five (5) working days of each month.

**VI.  
INTERNAL AUDIT**

The EMS shall provide financial proof of all funds received from the City of Cottonwood Shores on an annual basis. Each year when proposing a funding budget to the City, as provided for in V (b) above, EMS will provide the City with a schedule showing for the then current fiscal year to date:

- a. All funds received by EMS categorized by the source of such funds.
- b. All expenditures made by EMS categorized by type or class of expenditure.

Should the EMS have an audit of its books and records performed by a CPA or by other person or entity independent of the EMS, the EMS shall provide the City with a complete copy of the report of such audit and any related management letter or report prepared by the auditing entity.

**VII.  
AMENDMENTS**

No amendments, alterations or changes in the terms and conditions set out herein shall be effective without written consent of the parties hereof.

**VIII.  
INDEMNIFICATION**

The EMS, its agents, representatives and employees shall indemnify and hold the City harmless from any claim or action arising from the EMS's performance under this Agreement. The EMS shall provide liability insurance at no less than the current limits required by state law.

**IX  
ADDRESSES**

For purposes under this Agreement, including but not limited to notices and payments, the addresses of the parties hereto are:

**For the City**

The City of Cottonwood Shores  
3915 Cottonwood Drive  
Cottonwood, Texas 78654

**For the EMS**

Marble Falls Area Emergency  
Medical Services, Inc.  
PO Box 296  
Marble Falls, Texas 78654

**X.  
EFFECTIVE DATE**

This agreement shall become effective upon the execution hereof by all of the parties hereto.

EXECUTED this 16 day of December, 19 99.

THE CITY OF  
COTTONWOOD SHORES, TEXAS

MARBLE FALLS AREA EMERGENCY  
MEDICAL SERVICES, INC.

By Dale Pickens  
Dale Pickens, Mayor

By Larry S. Greer  
Larry S. Greer, President

ATTEST

By Tena Collier  
Tena Collier, City Secretary



# City of Cottonwood Shores Animal Control Report

Mid-Nov to Mid-Dec, 1999

## Dogs

Returned to Owner	2
Destroyed	1
Dead	1

## Cats

Returned to Owner	0
Destroyed	0
Released	4
Dead	0

## Other

Destroyed	1
Released	2
Dead	0

2 Cage Traps in Service  
Caught 7 Animals

Animal control truck out of service  
Despite Glenn's hard work

***COUNCIL MEETING  
WATER TREATMENT  
PLANT MONTHLY  
OPERATING REPORT  
FOR THE MONTH OF  
DECEMBER 1999***

***RAW WATER USAGE***

***3,031,000 GALLONS TOTAL***

***98,000 GALLONS AVG.***

***126,000 GALLONS MAX.***

***73,000 GALLONS MIN.***

***TREATED WATER USAGE***

***2,747,000 GALLONS TOTAL***

***89,000 GALLONS AVG.***

***106,000 GALLONS MAX.***

***73,000 GALLONS MIN.***

***75,400 GALLONS UNACCOUNTED  
WATER LOSS***

***180,000 GALLONS OF WASTEWATER  
PUMPED TO L B J FOR TREATMENT***





## REGULAR MEETING

CITY COUNCIL FOR THE CITY OF COTTONWOOD SHORES, TEXAS

4111 COTTONWOOD DRIVE - CIVIC CENTER

THURSDAY, DECEMBER 16, 1999 - 7:00 P.M.

### A G E N D A

1. CALL TO ORDER AND ROLL CALL.
2. CONSENT AGENDA:
  - A. FINANCIAL STATEMENTS FOR THE MONTHS OF SEPTEMBER, OCTOBER AND NOVEMBER OF 1999.
  - B. MINUTES OF A REGULAR CITY MEETING ON NOVEMBER 18, 1999 AND A SPECIAL CITY MEETING ON NOVEMBER 30, 1999.
3. STATUS REPORT BY GRANT DEVELOPMENT SERVICES ON GRANT PROJECTS CURRENTLY IN PROGRESS FOR THE CITY OF COTTONWOOD SHORES, TEXAS.
4. CONSIDER AND POSSIBLY TAKE ACTION ON A SERVICE AGREEMENT BETWEEN THE CITY OF COTTONWOOD SHORES, TEXAS AND MARBLE FALLS AREA EMERGENCY MEDICAL SERVICES, INC. TO PROVIDE EMERGENCY MEDICAL SERVICES WITHIN THE CORPORATE CITY LIMITS OF THE CITY THROUGH SEPTEMBER 30, 2000.
5. CONSIDER AND POSSIBLY TAKE ACTION ON REFUNDING ALL OR PART OF BUILDING PERMIT, INSPECTION AND UTILITY TAP FEES PAID BY JESS TRUETT.
6. CONSIDER AND POSSIBLY TAKE ACTION ON A "DEVELOPMENT AGREEMENT CONCERNING CASTLE TERRACE SUBDIVISION WATER AND WASTEWATER IMPROVEMENTS".
7. CONSIDER AND POSSIBLY TAKE ACTION ON ACCEPTING A UTILITY EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT FROM CASTLE VENTURE, LTD. FOR THE CONSTRUCTION AND LOCATION OF AN ELEVATED WATER STORAGE TANK.
8. MONTHLY ACTIVITY REPORTS:
  - A. POLICE DEPARTMENT.
  - B. PUBLIC WORKS - WATER & SEWER DEPARTMENT.
  - C. CIVIC PRIDE.
  - D. CHRONICLE AND COMMUNITY CHURCH.
  - E. V.F.D.
9. MAYOR'S REPORT.
10. OPEN DISCUSSION.
11. ADJOURNMENT.

I CERTIFY THAT THE ABOVE NOTICE WAS POSTED AT CITY HALL, 3915 COTTONWOOD DRIVE, COTTONWOOD SHORES, TEXAS ON THIS 13<sup>th</sup> DAY OF DECEMBER, 1999 AT 5:00 P.M.

  
DALE PICKENS, MAYOR

ATTEST:

  
TENNA COLLIER, CITY SECRETARY

