



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

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

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **11th day of March 2008 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**

**F. CITIZENS FORUM** At this time, citizens will be allowed to speak on any matter other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

**G. CONSENT AGENDA** All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Consideration and action on approval of minutes from the February 19, 2008 regular council meeting. **Jane Lees, CMC, City Secretary**
2. Consideration and action on authorizing the release of funds in the amount of \$9,215.78 from the Hotel Occupancy Tax Fund to the Copperas Cove Downtown Association. **Wanda Bunting, Director of Financial Services**

3. Consideration and action on authorizing the City Manager to apply to the Texas State Library and Archives Commission for a Texas Reads Grant in the amount of \$3,000 to establish an adult literacy program. **Peg Fleet, Library Director**
4. Consideration and action on authorizing the City Manager to apply to the Texas State Library and Archives and Commission for a TexTreasures Grant in the amount of \$20,000 to preserve and make available to the public historic Copperas Cove newspapers. **Peg Fleet, Library Director**
5. Consideration and action on removing Ordinance No. 2008-06 from the table. **Jane Lees, City Secretary**
6. Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to provide all professional services associated with the preparation of a funding application to the Office of Rural Community Affairs (ORCA) under the Community Development Block Grant (CDBG) 2009/2010 Funding Cycle for water or sewer system improvements in an amount not to exceed \$2,450. **Andrea M. Gardner, City Manager**

#### **H. PUBLIC HEARINGS/ACTION**

1. Public hearing, consideration and action regarding Ordinance No. 2008-08, annexing an 11.01 acre tract of land known as Big Divide Road. **Scott Wallace, Interim City Planner**
2. Public hearing, consideration and action on Ordinance No. 2008-06, providing a zoning change for a tract of land, locally known as 808 Leonhard, that is located directly behind Auto Zone and across Leonhard Street from Ben's Service Center, consisting of 0.586 acre, from R-1 Single Family Residential District to B-5 Business District, providing a savings clause; and declaring an effective date. **Scott Wallace, Interim City Planner**

#### **I. ACTION ITEMS**

1. Consideration and action, authorizing the purchase of 4.0 acres of land located at the northwest corner of FM 1113 and Grimes Crossing Road. **Dennis Haas, Fire Chief**
2. Consideration and action on the appointment of an individual to the Library Advisory Board for the period March 12, 2008 – March 30, 2010. **Peg Fleet, Library Director**
3. Consideration and action on approving Amendment No. 1 to the architectural services contract for the new police facility between the City

of Copperas Cove and Brinkley Sargent Architects, changing the contract amount from \$500,000 to \$883,840. **Tim Molnes, Police Chief**

4. Consideration and action on approval of the final plat of Summer Place. **Scott Wallace, Interim City Planner**
5. Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. for the administration of the Texas Parks & Wildlife Department (TPWD) Grant Award not to exceed \$41,756. **Andrea M. Gardner, City Manager**
6. Consideration and action on authorizing the City Manager to enter into an amendment with Adjusters International for additional fees of \$10,000 to facilitate future services for the 25th Street Drainage 404 Hazard Mitigation Project. **Andrea M. Gardner, City Manager**
7. Consideration and action on Resolution No. 2008-07, declaring support of Fort Hood Area Habitat for Humanity's application for funding through the Texas Department of Housing and Community Affairs. **Andrea M. Gardner, City Manager**
8. Consideration and action on Ordinance No. 2008-10, amending Personnel Policy No. 120, Salary Program Administration. **Kelli Sames, Human Resources Director**

**J. STAFF REPORTS**

1. Copperas Cove Downtown Association FY 2007-08, First Quarter Report. **Linda Ledger, Copperas Cove Downtown Association**
2. Financial Report for the Month ended January 31, 2008. **Wanda Bunting, Director of Financial Services**
3. Animal Control 2007 Annual Report. **Mike Heintzelman, Deputy Police Chief**
4. Police Department 2007 Annual Report. **Tim Molnes, Police Chief**

**K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.**

**L. ITEMS FOR FUTURE AGENDAS**

**M. EXECUTIVE SESSION**

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

## **O. 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) 547-5116 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted on or before 5:00 p.m., March 7, 2008 on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

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Jane Lees, City Secretary

No. 0000

**GENERAL ELECTION (ELECCIÓN GENERAL)**  
**City of Copperas Cove, Texas (Ciudad de Copperas Cove, Texas)**  
**May 10, 2008 (10 de mayo de 2008)**  
**OFFICIAL BALLOT (BOLETA OFICIAL)**

**INSTRUCTION NOTE: (NOTA DE INSTRUCCIONES:)**

Vote for the candidate of your choice in each race by placing an "X" in the square beside the candidate's name.  
*(Para cada cargo, marque con una "X" el cuadro del candidato por el cual desea votar.)*

**COUNCIL MEMBER, POSITION 6**  
**(MIEMBRO DEL CONCEJO, PUESTO No. 6)**

- JOHN F. GALLEN
- BILL L. STEPHENS
- WILLIE C. GOODE

**COUNCIL MEMBER, POSITION 7**  
**(MIEMBRO DEL CONCEJO, PUESTO No. 7)**

- FRANK SEFFROOD
- SANDOR VEGH
- DANNY PALMER
- JOSEPH SOLOMON
- RICK OTT

**SPECIAL ELECTION (ELECCIÓN ESPECIAL)**  
**City of Copperas Cove (Ciudad de Copperas Cove, Texas)**  
**May 10, 2008 (10 de mayo de 2008)**  
**OFFICIAL BALLOT (BOLETA OFICIAL)**

**INSTRUCTION NOTE: (NOTA DE INSTRUCCIONES:)**

Place an "X" in the square beside the statement indicating the way you wish to vote.  
*(Marque con una "X" el cuadro de la opción por la que desea votar.)*

**PROPOSED CITY CHARTER AMENDMENTS**  
**(ENMIENDAS PROPUESTAS A LA CARTA ORGÁNICA DE LA CIUDAD)**

**PROPOSITION NO. 1 (PROPUESTA NO. 1)**

Shall Article I, Section 1.05 of the City Charter be amended to limit the city's use of eminent domain for public use only.

*(¿Debería enmendarse el Artículo I, Sección 1.05 de la Carta Orgánica de la Ciudad para limitar el uso del dominio eminente exclusivamente para fines públicos?)*

- FOR (A FAVOR)  AGAINST (EN CONTRA)

**PROPOSITION NO. 2 (PROPUESTA NO. 2)**

Shall Article II, Section 2.01 of the City Charter be amended to read, "The council shall be composed of a mayor and seven (7) council members. The mayor and all council members shall be elected from the city at large, and each council member shall occupy a position on the council, such positions being numbered one (1) through seven (7) consecutively."

*(¿Debería enmendarse el Artículo II, Sección 2.01 de la Carta Orgánica de la Ciudad para que diga lo siguiente?: "El concejo estará compuesto por un alcalde y siete (7) miembros del concejo. El alcalde y los miembros del concejo serán elegidos para representar a la ciudad en su conjunto. Cada miembro ocupará un puesto dentro del concejo, y cada puesto estará numerado del uno (1) al siete (7), de manera consecutiva".)*

- FOR (A FAVOR)  AGAINST (EN CONTRA)

**PROPOSITION NO. 3 (PROPUESTA NO. 3)**

Shall Article II, Section 2.03 of the City Charter be amended to read, "The mayor shall preside at all meetings of the city council and shall be recognized as head of the city government for all ceremonial purposes and by the governor for purposes of martial law, but shall have no day-to-day administrative duties other than signatory duties where the mayor signs a variety of documents to give them official legal effect."

*(¿Debería enmendarse el Artículo II, Sección 2.03 de la Carta Orgánica de la Ciudad para que diga: "El alcalde presidirá en todas las reuniones del concejo municipal, y será reconocido como el primer mandatario del gobierno municipal para fines*

*ceremoniales y por el gobernador para fines relacionados a la ley marcial, pero no tendrá ninguna función administrativa diaria además de las de firmar ciertos documentos para que surtan efectos legales.”?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 4 (PROPUESTA NO. 4)**

Shall Article II, Section 2.05 of the City Charter be amended to require a more complete list of qualifications to run for city office and state, “A candidate for office shall:

(1) be a United States citizen.

(2) be 18 years of age or older upon the commencement of the term to be filled at the election.

(3) be a qualified voter in the City of Copperas Cove.

(4) be domiciled within the corporate limits of Copperas Cove for at least one (1) year next preceding the day of the election at which they are a candidate.

(5) not have been convicted of a felony for which he/she has not been pardoned or otherwise released from the resulting disabilities.

(6) not have been found mentally incompetent by a final judgment of the court, and

(7) not be disqualified by reason of any section of this charter or by state or federal law.”

*(¿Debería enmendarse el Artículo II, Sección 2.05 de la Carta Orgánica de la Ciudad para exigir una lista más completa de requisitos para postularse a cargos públicos de la ciudad, y para que estipule lo siguiente?: “Un candidato para un cargo público deberá:*

*(1) ser ciudadano de los Estados Unidos.*

*(2) tener 18 años o más al inicio del periodo para el cual se lleva a cabo la elección.*

*(3) cumplir con los requisitos para poder votar en la Ciudad de Copperas Cove.*

*(4) tener domicilio legal dentro de los límites de la municipalidad de Copperas Cove, por un periodo de al menos un (1) año inmediatamente antes de la fecha de la elección en la cual se está postulando.*

*(5) no haber sido condenado por un delito grave por el cual no haya recibido un indulto o por el cual no se le haya cancelado la inhabilitación electoral.*

*(6) no haber sido declarado incompetente mental en un fallo final del tribunal, y*

*(7) no estar impedido para postularse según lo estipulado en alguna sección de esta carta orgánica, o por la ley estatal o federal”).*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 5 (PROPUESTA NO. 5)**

Shall Article II, Section 2.06 of the City Charter be amended to clarify that the mayor receives \$50 and all other council members receive \$25 for each regular and specially called meeting attended.

*(¿Debería enmendarse el Artículo II, Sección 2.06 de la Carta Orgánica de la Ciudad para aclarar que por cada reunión ordinaria y extraordinaria a la que asisten, el alcalde recibirá \$50 y todos los otros miembros del concejo \$25?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 6 (PROPUESTA NO. 6)**

Shall Article II, Section 2.07(b)(1)(3) of the City Charter be amended to include that a council member or the mayor shall forfeit his or her office if he/she is convicted of a misdemeanor involving moral turpitude, felony or is assessed a deferred adjudication or probation for a felony.

*(¿Debería enmendarse el Artículo II, Sección 2.07 (b)(1)(3) de la Carta Orgánica de la Ciudad para que disponga que un miembro del concejo o el alcalde deje su cargo en caso de ser condenado por un delito menor de conducta inmoral, un delito grave, o de ser sancionado con un juicio diferido o libertad supervisada por un delito grave?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 7 (PROPUESTA NO. 7)**

Shall Article II, Section 2.07(b)(2) of the City Charter be amended to read, “If a council member forfeits his/her office and does not immediately resign, the council and mayor may conduct a hearing to determine if the office holder has forfeited and should vacate his/her office. The hearing shall be held within 30 days of the council, as a body, learning of the alleged forfeiture. The council may, by an affirmative vote of five (5) members, declare the office of said office holder to be forfeited and vacant. Disposition of the matter under this charter is final and is res judicata. Further relief may be sought in a court of law. The office holder subject to the forfeiture shall not have a vote. The mayor shall vote unless he/she is the office holder subject to the forfeiture.”

*(¿Debería enmendarse el Artículo II, Sección 2.07 (b)(2) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: “Si un miembro del concejo pierde derecho a ocupar su cargo y no presenta de inmediato su renuncia, el concejo y el alcalde podrán convocar una audiencia para determinar si el funcionario público ha perdido el derecho a ocupar el cargo y si debe dejarlo. Dicha audiencia deberá realizarse dentro de un plazo de 30 días después de haber sido informado el consejo de la supuesta causa*

*que justifique la pérdida del cargo. El concejo, por medio de un voto a favor de por lo menos cinco (5) miembros, podrá declarar que dicho funcionario ha sido destituido, y que por lo tanto el puesto queda vacante. La resolución de una controversia de este tipo conforme al procedimiento provisto en la carta orgánica es definitiva y tiene carácter de cosa juzgada. Podrán presentarse otros recursos en los tribunales de justicia. El funcionario que esta siendo acusado en la audiencia no tendrá voto. El voto del alcalde es obligatorio a menos de que sea él mismo al que se contempla destituir.”)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 8 (PROPUESTA NO. 8)**

Shall Article II, Section 2.07(c) of the City Charter be amended to read that a special election to fill a vacancy on the city council will be conducted in accordance with state and federal election laws.

*(¿Debería enmendarse el Artículo II, Sección 2.07 (c) de la Carta Orgánica de la Ciudad para que disponga que una elección especial para llenar una vacante en el concejo municipal se lleve a cabo conforme con las leyes electorales estatales y federales?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 9 (PROPUESTA NO. 9)**

Shall Article II, Section 2.08(c) of the City Charter be amended to read, “(c) Interference with administration. Neither the council nor its individual members, including the mayor, shall give any orders or direction, public or private, to any officer or employee who is subject to the direction and supervision of the city manager. Council members, including the mayor, shall not give orders or direction to the city secretary, city judge, city attorney or city manager unless acting as a council as a whole. This is not to preclude the council or its individual members, including the mayor, from conducting a dialog with city staff where the spirit and intent is not to interfere with the management and administration of the city. The mayor is not prohibited from performing administrative duties under a Declaration of Emergency Disaster per Section 2.13 or when performing administrative duties as the Emergency Management Director per Section 2.15.”

*(¿Debería enmendarse el Artículo II, Sección 2.08 (c) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: (c) Interferencia con la administración. Ni el consejo ni los miembros del mismo, incluso el alcalde, podrán dar órdenes o instrucciones, de carácter público o privado, a cualquier funcionario o empleado público que esté sujeto a la supervisión y bajo el mando del Administrador de la Ciudad. Los miembros del concejo, incluso el alcalde, no podrán dar órdenes o instrucciones, ya sea de carácter público o privado al Secretario, Juez, Procurador, o Administrador Municipal a no ser que éstas sean de parte del concejo en su conjunto. Esto no impide que el consejo o los miembros del mismo, incluso el alcalde, conversen con el personal municipal cuando la intención y el propósito de dicha comunicación sean tales que no interfieran con la administración y conducción de la ciudad. El alcalde no estará impedido de llevar a cabo sus tareas administrativas cuando se haya declarado una Situación de Desastre y Emergencia conforme a lo dispuesto en la Sección 2.13 o cuando realice sus tareas administrativas como Director de Servicios de Emergencia según la Sección 2.15”)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 10 (PROPUESTA NO. 10)**

Shall the Charter be amended to remove Article II, Section 2.15, Duties of the Mayor as Emergency Management Director and Powers of the Mayor during a Local State of Disaster, because it is addressed by State law.

*(¿Debería enmendarse la Carta Orgánica de la Ciudad para eliminar el Artículo II, Sección 2.15 referente a Responsabilidades del Alcalde como Director de Servicios de Emergencia y Poderes del Alcalde durante un Estado de Desastre Local, debido a que está previsto en la ley del Estado?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 11 (PROPUESTA NO. 11)**

Shall Article III, Section 3.01(a), (b), and (c) of the City charter be amended to provide that municipal elections shall be held in accordance with State election law.

*(¿Debería enmendarse el Artículo III, Sección 3.01(a), (b), y (c) de la Carta Orgánica de la Ciudad para disponer que las elecciones municipales se realicen conforme a las leyes electorales del Estado?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 12 (PROPUESTA NO. 12)**

Shall Article III, Section 3.02(a) of the City Charter be amended to require each candidate for office meet the qualification listed in Article II, Section 2.05 and shall not file for more than one office or position number per election. No employee of the city shall continue in such position after becoming a candidate for an elective office.

*(¿Debería enmendarse el Artículo III, Sección 3.02(a) de la Carta Orgánica de la Ciudad para exigir que cada candidato para un cargo público cumpla con los requisitos enumerados en el Artículo II, Sección 2.05 y para que no pueda postularse en una misma elección para más de un cargo o puesto numerado, y para que ningún empleado de la ciudad pueda continuar con sus funciones una vez que se haya postulado como candidato para un cargo electo?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 13 (PROPUESTA NO. 13)**

Shall Article III, Section 3.05 of the City Charter be amended to add language to the oath that an office holder must uphold and comply with the Charter of the City of Copperas Cove.

*(¿Debería enmendarse el Artículo III, Sección 3.05 de la Carta Orgánica de la Ciudad para añadir al juramento que un funcionario público debe hacer valer y cumplir con la Carta Orgánica de la Ciudad de Copperas Cove?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 14 (PROPUESTA NO. 14)**

Shall Article III, Section 3.06 of the city charter be amended to provide that an initiative petition must have a minimum of 500 signatures of qualified voters of the city.

*(¿Debería enmendarse el Artículo III, Sección 3.06 de la Carta Orgánica de la Ciudad para disponer que toda iniciativa por petición cuente con un mínimo de 500 firmas de votantes de la ciudad que cumplan con los requisitos necesarios?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 15 (PROPUESTA NO. 15)**

Shall Article III, Section 3.08 of the City Charter be amended to include date of birth, voter registration number and county of residence, when signing a petition for initiative or referendum, and require the return of petitions for filing within 45 days after filing the affidavit of petitioner's committee.

*(¿Debería enmendarse el Artículo III, Sección 3.08 de la Carta Orgánica de la Ciudad para incluir en las iniciativas por petición o referéndum, la fecha de nacimiento, número de registro electoral y condado de residencia de los firmantes; y exigir además que las peticiones se presenten para ser tramitadas dentro de un plazo de 45 días después de que el comité peticionario haya presentado su declaración juradas?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 16 (PROPUESTA NO. 16)**

Shall Article III, Section 3.09 of the City Charter be amended to allow the City Secretary twenty (20) business days after an initiative, referendum or recall petition is filed to determine whether such petition is signed by a sufficient number of qualified voters and has proper affidavits.

*(¿Debería enmendarse el Artículo III, Sección 3.09 de la Carta Orgánica de la Ciudad para permitir que el Secretario Municipal disponga de veinte (20) días hábiles a partir de que se presente para tramitación una iniciativa, referéndum, o petición de remoción, a fin de determinar si dicha petición cuenta con el número suficiente de firmas de electores habilitados, y que está acompañada de las debidas declaraciones juradas?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 17 (PROPUESTA NO. 17)**

Shall Article III, Section 3.11 of the City Charter be amended to require the submission of an initiative petition to the qualified voters of the city at the first uniform election date in accordance with state election law.

*(¿Debería enmendarse el Artículo III, Sección 3.11 de la Carta Orgánica de la Ciudad para exigir que las iniciativas por petición que haya sido tramitadas se presenten a los electores habilitados de la ciudad para ser votadas en la siguiente elección general, conforme a lo dispuesto en la ley electoral estatal?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 18 (PROPUESTA NO. 18)**

***Council proposed charter amendment  
Enmienda a la carta orgánica propuesta por el Concejo***

Shall Article III, Section 3.13(a) of the City Charter be amended to state: "(a) Power to recall. The voters of the City of Copperas Cove shall have the power to recall any elected officer of this city," and delete Section 3.13(b) Definitions.

*(¿Debería enmendarse el Artículo III, Sección 3.13 (a) de la Carta Orgánica de la Ciudad para que diga lo siguiente?: Poder de remoción. El electorado de la Ciudad de Copperas Cove tendrá la facultad de remover de su cargo a cualquier funcionario público electo de esta ciudad,”y eliminar Sección 3.13 (b) Definición.)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 19 (PROPUESTA NO. 19)**  
***Initiative proposed charter amendment***  
***Enmienda a la carta orgánica propuesta por iniciativa***

Shall Article III, Section 3.13(a) of the City Charter be amended to state: “(a) Power to recall. Any city council member can be recalled from office for any stated reason,” and delete Section 3.13(b) Definitions.

*(¿Debería enmendarse el Artículo III, Sección 3.13 (a) de la Carta Orgánica de la Ciudad para que diga lo siguiente:”(a) Poder de remoción. Que cualquier miembro del concejo municipal pueda ser removido de su cargo por cualquier razón justificada?,” y eliminar Sección 3.13 (b) Definición.)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 20 (PROPUESTA NO. 20)**

Shall Article III, Section 3.13(b)(2) of the City Charter be amended to provide that requirements of a recall petition shall be designated as subsection (b) and (2) under that section be amended to provide that the petition shall be signed by qualified voters of the city equal in number to fifty-one percent (51%) of the number of those voting at the last regular municipal election of the city, or signed by seven hundred fifty (750) qualified voters, whichever is greater.

*(¿Debería enmendarse el Artículo III, Sección 3.13 (b)(2) de la Carta Orgánica de la Ciudad para garantizar que los requisitos de una petición de remoción de funcionario designados como los párrafos (b) y (2) de esta misma sección, estipulen que la petición esté firmada, ya sea por al menos el cincuenta y uno por ciento (51%) del total de electores habilitados de la ciudad que hayan votado en la última elección general municipal de la ciudad, o firmada por setecientos cincuenta (750) electores habilitados, lo que sea mayor?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 21 (PROPUESTA NO. 21)**

Shall Article III, Section 3.15 of the City Charter be amended to state, “No petition shall be filed against an elected officer within 180 days after he/she has taken office. A recall election need not be ordered by the council if the term of office of the elected officer against whom a petition is filed is to expire within 180 days after the petition is filed with the city secretary. An elected officer previously the subject of a recall election shall not be listed on a recall petition within 365 days of the previous recall petition.

*(¿Debería enmendarse el Artículo III, Sección 3.15 de la Carta Orgánica de la Ciudad para que diga lo siguiente?: “No se autorizará tramitar ninguna petición para destituir a un funcionario electo durante los primeros 180 días después de que haya asumido sus funciones. El concejo no estará obligado a ordenar que se lleve a cabo una elección especial para destituir a un funcionario electo si el funcionario electo contra el cual se presente la petición de remoción vaya a cumplir el periodo de su mandato dentro del plazo de 180 días después de que el Secretario Municipal haya aceptado la petición. Un funcionario electo que previamente haya sido motivo de una elección especial para su destitución no aparecerá en una nueva petición de destitución a menos que hayan transcurrido 365 días de que se haya la petición anterior”)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 22 (PROPUESTA NO. 22)**

Shall Article V, Section 5.01 of the City Charter be amended to provide for the city attorney to designate assistant(s) city attorney if the council appropriates sufficient funds for the position.

*(¿Debería enmendarse el Artículo V, Sección 5.01 de la Carta Orgánica de la Ciudad para disponer que el procurador municipal designe uno o más procuradores asistentes si el concejo asigna fondos suficientes para dichos puestos?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 23 (PROPUESTA NO. 23)**

Shall Article VI, Section 6.10 of the City Charter be amended to provide that the budget be finally adopted not later than the 30<sup>th</sup> day of September and that the levy of property tax be set according to state law provisions governing property tax levies and the adoption requirements for the levy.

*(¿Debería enmendarse el Artículo VI, Sección 6.10 de la Carta Orgánica de la Ciudad para disponer que el presupuesto se apruebe a más tardar el 30 de septiembre, y para que se establezcan los impuestos sobre la propiedad conforme a las disposiciones estatales relativas a la recaudación de dichos impuestos y requisitos para aprobar la recaudación?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 24 (PROPUESTA NO. 24)**

Shall Article VI, Section 6.11 of the City Charter be amended to provide that a copy of the budget, as finally adopted, be filed with the County Clerk of Lampasas County and placed on file with the city secretary, municipal library, and on the city's website.

*(¿Debería enmendarse el Artículo VI, Sección 6.11 de la Carta Orgánica de la Ciudad para disponer que se deposite una copia del presupuesto, en la versión final aprobada, en las oficinas del Secretario del Condado de Lampasas, que se archive en la secretaría municipal y en la biblioteca municipal, y que aparezca en la página web de la ciudad?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 25 (PROPUESTA NO. 25)**

Shall Article VIII, Section 8.03 of the City Charter be amended to provide that the city manager, instead of the director of finance, shall have the duties and powers set out in that section, Accounting supervision and control.

*(¿Debería enmendarse el Artículo VIII, Sección 8.03 de la Carta Orgánica de la Ciudad para disponer que el administrador de la ciudad, y no el director de finanzas, tendrá las responsabilidades y atribuciones enumeradas en esa sección, y supervisión y control de la contabilidad?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 26 (PROPUESTA NO. 26)**

Shall Article VIII, Section 8.09 of the City Charter be amended to provide that if the city manager is director of finance, all checks signed by him/her shall be countersigned by the assistant director of finance.

*(¿Debería enmendarse el Artículo VIII, Sección 8.09 de la Carta Orgánica de la Ciudad para disponer que si el administrador municipal es a su vez director de finanzas, todos los cheques firmados por él deberán estar firmados también por el director asistente de finanzas?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 27 (PROPUESTA NO. 27)**

Shall Article IX, Section 9.01 of the City Charter be amended to delete subsection (a), change the designation of subsection (b) to (a), (c) to (b), and delete all of subsection (d) except for the following, "No irregularities in the time or manner of making or returning the city assessment rolls or the approval of such rolls shall invalidate any assessment."

*(¿Debería enmendarse el Artículo IX, Sección 9.01 de la Carta Orgánica de la Ciudad para eliminar el párrafo (a) de esa sección, cambiar la designación del párrafo (b) a (a), (c) a (b), y eliminar todo el párrafo (d) excepto lo siguiente: "Ninguna irregularidad en el momento o la forma de establecer o confirmar los registros catastrales o la aprobación de dichos registros podrá invalidar un gravamen tributario?")*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**PROPOSITION NO. 28 (PROPUESTA NO. 28)**

Shall Article XI, Section 11.18 of the City Charter be amended to provide that a charter amendment proposed by petition be signed by not less than twenty-five (25%) percent of the number of those who voted at the last regular municipal election, or signed by five hundred (500) qualified voters, whichever is greater, and hold a special election, if necessary, on the first uniform election date in accordance with state law.

*(¿Debería enmendarse el Artículo XI, Sección 11.18 de la Carta Orgánica de la Ciudad para disponer que una enmienda a la carta propuesta por petición deberá estar firmada ya sea por no menos de veinticinco por ciento (25%) del número de electores que hayan votado en la elección general municipal anterior, o por quinientos (500) electores habilitados, lo que resulte mayor, y de ser necesario, llevar a cabo una elección especial en la siguiente fecha de elecciones generales conforme con lo dispuesto por la ley del Estado?)*

FOR (A FAVOR)

AGAINST (EN CONTRA)

**CITY OF COPPERAS COVE  
CITY COUNCIL REGULAR MEETING MINUTES  
February 19, 2008 – 7:00 P.M.**

**A. CALL TO ORDER**

Mayor Roger P. O'Dwyer called the regular meeting of the City Council of the City of Copperas Cove Texas to order at 7:00 p.m.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Council Member Somera gave the Invocation, and led the Pledge of Allegiance.

**C. ROLL CALL**

**ALSO PRESENT**

Roger P. O'Dwyer  
Bob Reeves  
Larry D. Sheppard  
Mark E. Peterson  
Charlotte Heinze  
Ray Don Clayton  
Fred Harris  
Frank D. Somera, Jr.

Andrea M. Gardner, City Manager  
James R. Thompson, City Attorney  
Jane Lees, City Secretary

**D. ANNOUNCEMENTS**

**E. PUBLIC RECOGNITION**

1. Employee Service Awards. **Andrea M. Gardner, City Manager**

January 2008 Recipients: Jennifer Henry, Court Clerk, 5 years; Michael Eric Watson, Fire Lieutenant, 5 years; Michael Holt, Fire Captain, 5 years; Dan Woolard, Parks & Recreation Laborer, 10 years.

February 2008 Recipients: Patrick Bray, Wastewater Lab Technician, 10 years; John Oster, Police Corporal, 10 years; Kathy Weber, Administrative Assistant—Building & Development Department, 25 years.

Each recipient was presented with a pin and congratulated on their service to the City of Copperas Cove. Andrea Gardner, City Manager, explained that this Public Recognition is a new program this year developed to recognize employees for their service on a monthly basis. The pins have the City logo on them and are silver plated for 5-year recipients, silver plated with a sapphire for 10-year recipients, and silver plated with a sapphire and ruby for 15-year recipients. Recipients with 20 years service receive a gold plated pin, those with 25 years receive a gold plated pin with one diamond, and those with 30 years receive a gold plated pin with two diamonds.

2. Proclamation: Vet Center Day, February 22, 2008. **Roger P. O'Dwyer, Mayor**

Mayor O'Dwyer read the proclamation and urged everyone to support the new area Vet Center located in Harker Heights. He added that he would be reading the proclamation again at the grand opening celebration on February 22, 2008.

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| 3. Proclamation: Severe Weather Awareness Week in Texas, February 24 – March 1, 2008. <b>Roger P. O'Dwyer, Mayor</b> |
|--|

Mayor O'Dwyer read the proclamation and presented it to Deputy Fire Chief Robert O'Dell. Deputy Chief O'Dell thanked the Mayor and Council for their continued support for this proclamation each year. He stated that the goal this year is to help citizens learn and prepare for themselves for severe weather situations. Further information will be posted soon on the City's website. In addition, Central Fire Station has numerous pamphlets available for citizens and personnel that will help answer any questions they may have.

**F. CITIZENS' FORUM** citizens are allowed to speak on any matter other than personnel matters, matters under litigation, or matters on the regular agenda, for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

None.

**G. CONSENT ITEMS**

Council Member Reeves made a motion to move the Consent Agenda after Agenda item **J. Staff Reports**. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

**H. PUBLIC HEARINGS/ACTION**

- |  |
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| 1. Public hearing, consideration and action on Ordinance No. 2008-05, abandoning a portion of North 5 <sup>th</sup> Street that reaches from south of Avenue A to the north boundary of an alley way that extends from North 3 <sup>rd</sup> Street westward to North 7 <sup>th</sup> Street, providing a savings clause; and declaring an effective date.<br><b>Scott Wallace, Interim City Planner</b> |
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Scott Wallace, Interim City Planner gave an overview of agenda item H-1.

Mayor O'Dwyer opened the public hearing.

Speaking for: Pastor Mark Kemp, First Baptist Church. He stated that the church is requesting that the City abandon this portion of North 5<sup>th</sup> Street so that the church can make preparations for future expansion and maintain the property as well.

Speaking Against: None.

Mayor O'Dwyer closed the public hearing.

Council Member Clayton made a motion to approve item H-1. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

**ORDINANCE NO. 2008-05**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ABANDONING A PORTION OF NORTH 5TH STREET THAT REACHES FROM SOUTH OF AVENUE A TO THE NORTH BOUNDARY OF AN ALLEY WAY THAT EXTENDS FROM NORTH 3RD STREET WESTWARD TO NORTH 7TH STREET, PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

2. Public hearing, consideration and action on Ordinance No. 2008-06, providing a zoning change for a tract of land, locally known as 808 Leonhard, that is located directly behind Auto Zone and across Leonhard Street from Ben's Service Center, consisting of 0.586 acre, from R-1 Single Family Residential District to B-5 Business District, providing a savings clause; and declaring an effective date. **Scott Wallace, Interim City Planner**

Scott Wallace, Interim City Planner gave an overview of agenda item H-2. While the Planning and Zoning Commission voted to recommend approval of this zone change, City Staff recommendation is to deny Ordinance 2008-06.

Mayor O'Dwyer opened the public hearing.

Speaking for: Willie Goode, Planning and Zoning Commissioner. Mr. Goode said that the Commission voted to recommend that the zoning be changed to B-5 because the storage of the gases in question will be stored behind a cinderblock wall and the area would be fenced so that the neighbors would not be affected.

Ted Montoya. Mr. Montoya requested that the City Council approve Ordinance 2008-06.

Speaking Against: None.

Mayor O'Dwyer closed the public hearing.

Council Member Peterson made a motion to table this issue to March 11, 2008 in order to obtain further information. Council Member Reeves seconded the motion. Further discussion followed. A vote was taken with the following results:

Bob Reeves	For tabling
Larry Sheppard	Against tabling
Mark Peterson	For tabling
Charlotte Heinze	Against tabling
Ray Don Clayton	Against tabling
Fred Harris	Against tabling
Frank Somera, Jr.	For tabling

The vote was 4 to 3 against tabling this agenda item.

Council Member Peterson made another motion to deny approval of Ordinance No. 2008-06. There was no second. Discussion followed. Council Member Peterson withdrew his motion.

Council Member Peterson made a third motion to table this issue to March 11, 2008 in order to obtain further information. Council Member Reeves seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

**ORDINANCE NO. 2008-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, PROVIDING A ZONING CHANGE FOR A TRACT OF LAND, LOCALLY KNOWN AS 808 LEONHARD, THAT IS LOCATED DIRECTLY BEHIND AUTO ZONE AND ACROSS LEONHARD STREET FROM BEN'S SERVICE CENTER, CONSISTING OF 0.586 ACRE, FROM R-1 SINGEL FAMILY RESIDENTIAL DISTRICT TO B-5 BUSINESS DISTRICT, PROVIDING A SAVINGS CLAUSE; AND DELCARING AN EFFECTIVE DATE.**

3. Public hearing concerning a request for voluntary annexation of an 11.01 acre tract of land known as Big Divide Road. **Scott Wallace, Interim City Planner**

Scott Wallace, Interim City Planner gave an overview of agenda item H-3.

Mayor O'Dwyer opened the public hearing.

Speaking for: Neal Dorroh, 3610 Big Divide Road. Mr. Dorroh inquired as to the exact location of the land being annexed. City Attorney Thompson explained that it was the road itself being annexed, which is a 60-foot width running from the City Limits, just off Highway 190 to the Northern City Limits, approximately 4,866 feet.

Speaking Against: None.

Mayor O'Dwyer closed the public hearing.

**I. ACTION ITEMS**

1. Consideration and action on the reappointment of three members of the library Advisory Board for the period March 1, 2008 – February 28, 2011. **Peg Fleet, Library Director**

Peg Fleet, Library Director gave an overview of agenda item I-1.

Council Member Heinze made a motion to reappoint Elizabeth Snow, Peggy Youngs, and Leslie Noel for the period March 1, 2008 to February 28, 2011. Council Member Reeves seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on Ordinance No. 2008-07, amending the City of Copperas Cove's Code of Ordinances, Chapter 19, Vehicles For Hire, Article III, Wrecker Service, Section 19-66, Maximum Fees – Generally; providing a savings clause and declaring an effective date. **Mike Heintzelman, Deputy Police Chief**

Mike Heintzelman, Deputy Police Chief gave an overview of agenda item I-2.

Council Member Heinze made a motion to approve agenda item I-2. Council Member Sheppard seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

**ORDINANCE NO. 2008-07**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CITY OF COPPERAS COVE'S CODE OF ORDINANCES, CHAPTER 19, VEHICLES FOR HIRE, ARTICLE III, WRECKER SERVICE, SECTION 19-66, MAXIMUM FEES – GENERALLY; PROVIDING A SAVINGS CLAUSE AND DECLARING AN EFFECTIVE DATE.**

3. Consideration and action on approving Amendment No. 1 to the Publicity and Tourism Agreement between the City of Copperas Cove and the Copperas Cove Chamber of Commerce, changing the payment amount from \$80,000 to \$110,000. **Wanda Bunting, Director of Financial Services**

Andrea Gardner, City Manager gave an overview of agenda item I-3.

Council Member Somera made a motion to approve agenda item I-3. Council Member Harris seconded the motion, and with a unanimous vote, motion carried.

4. Consideration and action on the appointment of a City Staff member to the Central Texas Council of Government's Solid Waste Advisory Committee. **Wanda Bunting, Director of Financial Services**

Andrea Gardner, City Manager gave an overview of agenda item I-4.

Council Member Clayton made a motion to appoint Mike Mundell to the Solid Waste Advisory Committee for the period of one year. Council Member Reeves seconded the motion, and with a unanimous vote, motion carried.

5. Consideration and action on Resolution No. 2008-02, ordering a general election to be held May 10, 2008 and, if necessary, a runoff election to be held on June 7, 2008; establishing a polling location; naming the presiding judge and alternate; and establishing procedures for said elections. **Jane Lees, City Secretary**

Jane Lees, City Secretary gave an overview of agenda item I-5.

Council Member Heinze made a motion to approve agenda item I-5 with an amendment stating that if the school district cancelled their election, the City Secretary would administer the election instead of the County. Council Member Somera seconded the motion. A vote was taken with the following results:

Bob Reeves	Against
Larry Sheppard	For
Mark Peterson	For
Charlotte Heinze	For
Ray Don Clayton	For
Fred Harris	For
Frank Somera, Jr.	For

Motion carried, six to one.

The Resolution caption is as follows:

**RESOLUTION NO. 2008-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD MAY 10, 2008 AND, IF NECESSARY, A RUNOFF ELECTION TO BE HELD ON JUNE 7, 2008; ESTABLISHING A POLLING LOCATION; NAMING THE PRESIDING JUDGE AND ALTERNATE; AND ESTABLISHING PROCEDURES FOR SAID ELECTIONS.**

6. Consideration and action on Ordinance No. 2008-01, ordering a special election to be held May 10, 2008, in conjunction with the general election, for the purpose of proposing amendments to the Charter of the City of Copperas Cove to the qualified voters of the City. ***Jane Lees, City Secretary***

Jane Lees, City Secretary gave an overview of agenda item I-6.

Council Member Peterson made a motion to approve agenda item I-6. Council Member Sheppard seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

**ORDINANCE NO. 2008-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD MAY 10, 2008, IN CONJUNCTION WITH THE GENERAL ELECTION, FOR THE PURPOSE OF PROPOSING AMENDMENTS TO THE CHARTER OF THE CITY OF COPPERAS COVE TO THE QUALIFIED VOTERS OF THE CITY.**

7. Consideration and action on Resolution No. 2008-05, determining the current rates of the Atmos Energy Corporation, Mid-Tex Division to be unjust and unreasonable; providing for a reasonable notice and hearing; finding that the meeting complied with the open meetings act; and declaring an effective date. ***Andrea M. Gardner, City Manager***

Andrea M. Gardner, City Manager gave an overview of agenda item I-7.

Council Member Peterson made a motion to approve agenda item I-7. Council Member Harris seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

**RESOLUTION NO. 2008-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, DETERMINING THE CURRENT RATES OF THE ATMOS ENERGY CORPORATION, MID-TEX DIVISION TO BE UNJUST AND UNREASONABLE; PROVIDING FOR A REASONALBE NOTICE AND HEARING; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; AND DECLARING AN EFFECTIVE DATE.**

8. Consideration and action on Resolution No. 2008-06, approving a Settlement Agreement between Atmos Energy Corporation, Mid-Tex Division and Atmos Texas Municipalities; declaring existing rates to be unreasonable; adopting rate adjustments consistent with the settlement agreement; finding the rates to be set by the attached tariffs to be just and reasonable; finding that the meeting complied with the open meetings act; declaring an effective date; and requiring delivery of this resolution to the company and legal counsel. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager gave an overview of agenda item I-8.

Council Member Heinze made a motion to approve agenda item I-8. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

**RESOLUTION NO. 2008-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING A SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORPORATION, MID-TEX DIVISION AND ATMOS TEXAS MUNICIPALITIES; DECLARING EXISTING RATES TO BE UNREASONALBE; ADOPTING RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THAT THE MEETING COMPLIED WITH THE OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.**

**J. STAFF REPORTS**

1. Boys & Girls Club of Copperas Cove year end report for FY 2006-2007. **Francie Charles, Boys & Girls Club of Copperas Cove**

Francie Charles and John Charles of the Boys & Girls Club of Copperas Cove gave the year end report for FY 2006-2007 and an overview of what is being planned for FY 2008.

2. Presentation of the Racial Profiling Report. **Tim Molnes, Police Chief**

Tim Molnes, Police Chief gave a presentation of the Racial Profiling Report.

**G. CONSENT ITEMS**

1. Consideration and action on approval of minutes from February 5, 2008 regular council meeting. **Jane Lees, CMC, City Secretary**

2. Consideration and action on authorizing the release of funds in the amount of \$27,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending December 31, 2007. **Wanda Bunting, Director of Financial Services**

3. Consideration and action by City Council to make a revision to the bylaws for the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**

Council Member Heinze made a motion to approve consent items G-1, G-2, and G-3. Council Member Somera seconded the motion, and with a unanimous vote, motion carried.

**K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.**

**L. ITEMS FOR FUTURE AGENDAS**

Council Member Clayton requested that a workshop be held to discuss changing the City zoning to do a specific use permit to accommodate businesses that don't fit exactly. Council Members Harris and Somera concurred.

**M. EXECUTIVE SESSION**

1. Pursuant to §551.074 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the duties and responsibilities of the Mayor—Presentation of an investigative report regarding allegations that the Mayor interfered with administration of the City. **James R. Thompson, City Attorney**

Mayor O'Dwyer requested that this Executive Session item be held in open session.

James Thompson, City Attorney, stated that through the City Manager's Office, he has asked Chief Molnes to come forward and set forth rules for this portion of the meeting. Chief Molnes said that there will be no interruptions by members of the audience during any presentation that comes from either the dais or the speakers' podium or dais during the presentation. All those in attendance are asked to keep their comments to themselves so as not to prevent, disrupt, interrupt, or interfere with this session. Any person in attendance that attempts to prevent, disrupt, interrupt, or interfere with this

session, by either physical action or verbal utterance will be asked to leave the Council Chambers immediately. Chief Molnes thanked everyone in advance for their cooperation.

Mr. Thompson continued by saying that the presentation will be conducted at the workshop table so that the Council may view the slides and hear the portions which are on audio.

After a short break, the Council reconvened at 9:08 p.m. Mr. Thompson began by saying that over the last nine months he had received repeated requests from various members of the City Council to provide a written legal report on the activities of the office of the mayor. As a result, in November 2007, he hired Mr. Charles Zech of the law firm Denton, Navarro, Rocha & Bernal of San Antonio. Mr. Thompson said that Charles Zech is well-versed in municipal law and handles matters such as this throughout the State of Texas. He said that the hiring of Mr. Zech was necessary in order to provide an unbiased report to the Mayor and Council. Mr. Zech is here tonight to present his report. Mr. Zech will not be available to answer any questions this evening. Mr. Thompson specifically asked that there be no discussion or questions at this meeting. Please allow Mr. Zech to make his report.

After presenting a short biography of Mr. Zech, Mr. Thompson introduced Mr. Zech. Mayor O'Dwyer requested that Mr. Thompson tell him under what authority he hired Mr. Zech and what funding was used. Mr. Thompson said that the City paid for it.

Mr. Zech thanked Mr. Thompson for the introduction, adding that as part of his work for his Master's degree, he has been researching home rule charters in the State of Texas. Mr. Zech said he was asked by Mr. Thompson to do an investigation as to whether or not some of the activities of the mayor may have violated the city's charter. He did a documented review and did not interview anybody to prepare this report. Mr. Zech said he examined some 130 documents and Mr. Thompson asked him to give a legal analysis with respect to the legality of the proceedings that occurred on May 15, 2007, which was the meeting where a discussion item was placed on the agenda by the mayor and a motion was made eventually to vacate the mayor's position on the council.

First, Mr. Zech discussed specific sections of the City Charter. Section 2.08 which deals with prohibiting the mayor from giving orders to officers or employees subject to control of the City Manager, and allows the City Council as a "whole" to give direction to the City Secretary, City Judge, City Attorney and City Manager. He also discussed the policy in place which provides procedures for requesting research, information and providing policy direction as outlined in the Code of Ordinances, Chapter 2, Article III, Section 2-61.4.

Second, Mr. Zech said that during his review of all the documents provided to him, there appeared to be a consistent pattern of interference by the Mayor. However, he identified nine specific tangible acts that he felt was evidence of interference with administration. Those nine tangible acts are summarized as follows: (1) Talking Points memorandum dated July 23, 2006; (2) Letter to Secretary of State Condoleezza Rice dated December 5, 2006; (3) Direction to the City Attorney to discontinue with the creation of a report for the Impact Fee Committee dated January 25, 2007; (4) E-mail sent to Steve Alexander on February 27, 2007 regarding the need for an individual to attend a County Commissioners meeting with policy direction regarding the make up of the Ground

Water District's Board of Governors; (5) E-mail sent to Robert O'Dell showing evidence of orders given to the Deputy Fire Chief regarding a scheduled workshop, Dated April 10, 2007; (6) Memorandum from City Secretary Lees to City Attorney Thompson on July 11, 2007, evidencing an order given to the City Secretary on July 10, 2007 on the preparation of an agenda item; (7) E-mail on September 25, 2007 from City Secretary Lees to City Attorney Thompson regarding an order to the City Secretary to keep council notes made during council meetings; (8) E-mail message from Dennis Haas, Fire Chief, dated December 11, 2007, evidencing an attempt to circumvent and interfere with the City Manager's authority as the chief administrative officer of the City; and (9) Letter appointing Copperas Cove Solid Waste Superintendent to the CTCOG Solid Waste Advisory Committee, dated February 1, 2007.

Finally, Mr. Zech presented his legal analysis regarding the council meeting of May 15, 2007. In summary, since the Mayor was the individual who was the subject of the discussion of a forfeiture of office, he was therefore disqualified to participate and vote in the proceeding, including specifically, the motion to table the item. This issue before the Council was "a matter which directly and immediately affected him [the Mayor] individually." The City Charter does not provide express authority for the Mayor to vote if the vote involves the Mayor. If the Charter did provide for such authority, it would be preempted based on case law, *Hager v. State Ex Rel. Tevault*.

Mr. Zech stated that, "The cumulative information provided supports evidence of a consistent interference with the City's day-to-day administrative affairs and of acts taken by the Mayor outside the scope of authority granted by the City's Charter." He also stated, "The actions taken by the City Council on May 15, 2007 are a nullity as a result of the Mayor's participation."

Mr. Thompson asked the council to honor the request to not ask questions regarding this report at this time. Council Member Sheppard requested that the presentation be backed up to the first three items. Mr. Thompson said "no." Council Member Sheppard stated, "in other words this is not America." Mr. Thompson stated that this presentation is a report, not a trial. Council Member Sheppard said, "We haven't had a report, you haven't given us anything, all we've got's what's up there and you can't even back it up. We've got problems folks." Mr. Thompson continued by saying that based on this report there will be a statement of allegations and charges filed in the City Secretary's Office regarding the Mayor. Since the Mayor and his office are the subject of this action and immediately affects him directly, Mr. Thompson requested that he be disqualified from participation in this process, except individually in his defense. Mr. Thompson proposed that the Council do this either now or wait and go back to the dais and do it there. Mr. Thompson said that he would like to go forward with a proposal and ask for consensus of the Council on how to follow through with this matter that they have asked him to present this evening. Council Member Sheppard stated to Mr. Thompson that this was not voted on by the Council. Mr. Thompson said that was correct. Council Member Sheppard said that maybe one or two asked him and according to the first PowerPoint, that's illegal. He then asked, "So is it illegal or is it not? It definitely says in there and we didn't approve paying his fee and I think you've got a problem buddy; you need to pay that man out of your pocket. I'm serious as I can be, you can grin all you want." Mr. Thompson said to Council Member Sheppard that he made his point. Council Member Sheppard said, "I'm just telling you that you won't back it up and you won't give us a copy of it." Mr. Thompson said that the Council will all receive a copy of the report when he was done speaking. Mr. Thompson continued and said that he was proposing an

opportunity at the March 11, 2008 meeting, to present witnesses in support of the allegations that were made and to allow the Mayor to present witnesses and any evidence in his defense. At that meeting, I will plan an agenda item for consideration and action on whether Mayor O'Dwyer violated prohibitions, Section 2.08 of the Charter, and allow for a vote. The format of that meeting will be that of an administrative board with relaxed rules. He will present witnesses in support of the allegations and Mayor O'Dwyer will have an opportunity to cross-examine those witnesses. Mayor O'Dwyer will then have an opportunity to present his defense to the allegations and I will have the same right to cross-examine. Any verbal rebuttal will be done according to the rules of administrative board hearings. Both sides will have an opportunity to make a summation to the Council. The Council will have an opportunity during these proceedings to ask questions of the witnesses upon being recognized by the Chair, however, I strongly recommend that the Council withhold any questions and allow the evidence to be presented. Asking questions in the middle of an action like this is very disruptive and could cause the hearing to go on forever. The action item will provide for discussion and a vote when evidence is done being presented.

Mr. Thompson said that if there is a finding that the Mayor did not violate the Charter, the matter will be over and I will do everything within my influence to see that these matters do not arise in the future. If there is a finding that Mayor O'Dwyer violated Section 2.08, Prohibitions of the Charter, he will have a duty to resign under our Charter. If he does not resign within three days of that meeting, I will ask that an agenda item be placed on the March 25, 2008 City Council meeting for consideration and action on whether the office of the Mayor should be forfeited by Mr. O'Dwyer. Mr. Thompson asked for a consensus on whether he should proceed in that manner. Council Member Sheppard stated, "I think you need to find something better to do with your time." Mr. Thompson stated that he received consensus. Council Member Sheppard said, "Whoever has asked for this to be done, I intend to see if we can't find a lawyer because City funds were expended for this man's investigation, and to my knowledge there has not been City Council action on it. Now if two or three can go together or if Mr. Thompson can do it on his own, we've got a problem. Maybe there is something being hidden and we need to find out what it is."

Mayor O'Dwyer stated that the Council would reconvene up at the dais.

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

Council Member Peterson made a motion as follows: "I move that since Mayor O'Dwyer and his office is the subject of action brought before the Council that affects him immediately and directly, he be disqualified from participating in these matters, tonight and in the future, except individually in his defense." The motion was seconded by Council Member Clayton. Mayor O'Dwyer stated that Council Member Sheppard brought up a point about the expenditure of funds. He said he would like to know how that occurred and who brought the item to the City Attorney. Mayor O'Dwyer said that he should be provided funds. If the City provides funds to remove him, he should be provided funds as well. He stated that he spent \$11,000 during the last go around. Mr. Thompson called a point of order saying that the Mayor could discuss the motion before the Council and nothing else at this time. Mayor O'Dwyer said that he believed a

defendant has a right to say just about anything he or she wants. Mr. Thompson said he may have that opportunity, but not in this motion. Mayor O'Dwyer said, "O.K., this is not the United States of America."

A vote was taken with the following results:

Bob Reeves	For
Larry Sheppard	Against
Mark Peterson	For
Charlotte Heinze	For
Ray Don Clayton	For
Fred Harris	For
Frank Somera, Jr.	For

Motion carried, six to one.

Mayor O'Dwyer asked that he be given a copy of the report. Mr. Thompson gave a copy of the report to each Council Member. Council Member Sheppard requested to know where the funds came from to pay the outside attorney and who authorized them to be expended. He continued by saying that, "if the City Manager authorized them, she needs to be dealt with. If the City Attorney authorized them, he needs to be dealt with. This was not approved by the City Council of the City of Copperas Cove, and I take great offense at what's going on here. We voted this down once, two of you wasn't on here, and it just keeps coming up and up and up and up, and I'm tired of it. And that there [holding up the report] doesn't come cheap from that lawyer. We can't take care of our flooding in the City of Copperas Cove, but we can spend money with a lawyer in San Antonio over something that don't amount to a hill of beans; and that's my say."

## **O. ADJOURNMENT**

There being no further business, Mayor O'Dwyer adjourned the meeting at 9:41 p.m.

---

Robert L. Reeves, Mayor Pro Tem

ATTEST:

---

Jane Lees, City Secretary



# Copperas Cove Downtown Association

P.O. Box 854  
Copperas Cove, Texas 76522

February 11, 2008

Ms. Andrea Gardner  
City of Copperas Cove  
P.O. Box 1449  
Copperas Cove, TX 76522

Dear Ms. Gardner:

The Copperas Cove Downtown Association requests reimbursement for these Krist Kindl expenses. Enclosed are copies of the paid bills.

**They total \$9,215.78.**

**Entertainment--\$3,500**

<i>Sophisticated Sounds</i>	\$2,500.00
<i>Brandon Rex Sanders</i>	750.00
<i>The Teachers</i>	250.00

**Advertising—\$5,715.78**

<i>Lamar</i>	\$3,250.00
<i>Killeen Daily Herald</i>	1,606.70
<i>Hill Country</i>	58.08
<i>Cumulus Broadcasting</i>	700.00
<i>Where It's At</i>	52.00
<i>Craftmaster</i>	49.00

We're most appreciative of the City's support. In addition to the financial support with tourism funds, we were assisted by many of your City departments. Parks & Recreation, Solid Waste, and the Street Department were most cooperative.

Thanks so much.

Should you have questions, please call me at 547-4050 or e-mail me at [ledgerfamily@aol.com](mailto:ledgerfamily@aol.com).

Sincerely,

Linda Ledger  
Promotions Committee

PURCHASER CONTRACT

This contract for the services of entertainment described below made Monday - OCTOBER 8, 2007, between SOPHISTICATED SOUNDS, acting as AGENT for ARTISTS: MR. PUPPET and THE CURLY TOPS and the PURCHASER - LINDA LEDGER for COPPER'S COVE DOWNTOWN ASSOCIATION. It is hereby mutually agreed between the parties hereto as follows: The Purchaser hereby engages Sophisticated Sounds for the following artists to perform the engagement hereinafter provided with all the terms and conditions herein set forth including those entitled "Additional Terms & Conditions."

- ARTISTS: MR. PUPPET and THE CURLY TOPS (MUSIC AND PUPPETRY)
- TYPE OF ENGAGEMENT: COPPER'S COVE DOWNTOWN ASSOCIATION'S "KRIST KINDL MARKT" *ATA Promotions*
- PLACE OF ENGAGEMENT: COPPER'S COVE DOWNTOWN - 302 MAIN ST. COPPER'S COVE, TX. 76522
- DATE OF ENGAGEMENT: THE CURLY TOPS SATURDAY - DECEMBER 1, 2007 *10-15-07* 940 *1250<sup>00</sup>*  
MR. PUPPET - SUNDAY DECEMBER 2, 2007
- HOURS OF ENGAGEMENT: 11:00 AM, 1:00 PM, & 4:00 PM SATURDAY *11-29-07* 960 *1250<sup>00</sup>*  
~~11:00 AM, 1:00 PM, & 3:00 PM SUNDAY~~  
*10:00 12:00 1:00*
- SET-UP TIMES: ARRIVAL BY 9:00 AM / SET AND READY BY ~~10:30~~ *9* AM
- TOTAL PRICE AGREED UPON: \$2,500.00
- NONREFUNDABLE DEPOSIT: \$1250.00 PAYABLE TO SOPHISTICATED SOUNDS WITH SIGNED CONTRACT *(CR 940 10-15-07)*
- BALANCE DUE: \$1250.00 PAYABLE TO: SOPHISTICATED SOUNDS BY NOVEMBER 26, 2007 *(CR 960 11-29-07)*

The agreement of the Artist to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God or any other legitimate conditions beyond their control. If Artist is unable to perform, Sophisticated Sounds will take all reasonable measures to provide an alternate Artist. No additional commission will be charged if an alternate artist is secured by Sophisticated Sounds provided the cost of the band, DJ, or entertainer is less or equal to the price stated in section 9. If an alternate artist / supplier cannot be found, Sophisticated Sounds retains 25% of the total contract price as commission for the service of locating, negotiating, and contracting artist / supplier plus any additional administrative and production costs related to the event and will refund the balance of the deposit paid.

In case of default by the purchaser: Liquidated damages of the artist will be the amount stated as price agreed upon in section 9 plus reasonable attorney fees and court costs. Deposit will be retained by the agency for service performed.

If Leader (Artist, band, entertainer) or key personnel of Artist's Group is rebooked by the Purchaser within 24 months from the termination of this agreement, Purchaser and Leader shall be jointly and severally liable for payment to Sophisticated Sounds for Commission at the rate of 25% plus administrative planning and production costs. No performance of the engagement shall be recorded, or transmitted from the place of performance, in any manner or by any means in the absence of a specific written agreement with Artists/Sophisticated Sounds relating to and permitting such recording, reproduction or transmission.

This contract and the Artist's addendum contract are complete and binding agreements between the Artist and the Purchaser. Sophisticated Sounds acts only as agent, consultant, or manager and assumes no responsibility or liability as between the Purchaser and the Artist. In the event that the Purchaser breaks the agreement prior to signing the Purchaser contract, and has not submitted a deposit, Purchaser assumes sole responsibility for payment to Artist and commission to Sophisticated Sounds. Covenants herein contained between said Artist, their leader, manager or representative and Sophisticated Sounds are intended to be binding as between said Artist, their leader, manager or representative and Sophisticated Sounds.

ADDITIONAL TERMS:

- ARTIST TO PROVIDE ALL PROPS, PUPPETS, MUSICAL INSTRUMENTS AND AMPS
- PURCHASER TO PROVIDE: A COVERED TARPED OR TENT AREA WITH 12' BY 18' STAGE 1' HIGH  
(1) 20 AMP CIRCUIT OF ELECTRICITY FROM A GROUNDED EXTENSION CORD OR A QUIET GENERATOR  
A PA SYSTEM AND SOUND TECHNICIAN FOR ARTISTS DURING PERFORMANCES, AND  
FOOD AND DRINK FOR ARTISTS ON THEIR BREAKS (MAY BE COUPONS FROM VENDORS)
- INDOOR / OUTDOOR CARPET FOR CHILDREN TO SIT ON IN FRONT OF ARTIST STAGING

PURCHASER: LINDA LEDGER  
COMPANY: COPPER'S COVE DOWNTOWN ASSOC.

AGENT: PATTI POLINARD, CSEP  
*Certified Special Event Professional*

*Linda Ledger*  
Signature of Purchaser  
104 E AVE. D.,  
COPPER'S COVE TX. 76522  
Address  
254-547-1027 X 33 LINDA / 254-518-1612 JODY  
Phone Number(s)

*Patti Polinard* *10-8-07*  
Signature Date  
SOPHISTICATED SOUNDS  
P.O. BOX 1524  
AUSTIN TX 78767  
PHONE: (512) 480-9122  
(512) 442-2886

Brandon Rex Sanders  
203 Barber Dr.  
Copperas Cove, TX 76522  
254-702-3021

Krist Kindl Mart Sound Contract

**Date:** November 30 – December 2, 2007

**Place:** Downtown, Copperas Cove

**Time:** Friday, Noon – 10pm

Saturday, 8am – 10pm

Sunday, 8am – 3pm

**Price:** \$750.00

**To include:** All microphones, speakers, amps, sound board, operator/technician, etc..

July 24, 2007

Date



Brandon Rex Sanders

\_\_\_\_\_  
Downtown Association - Representative

1/2 due now  
DTA Promotions  
11-29-07 928  
\$375<sup>00</sup>

DTA Promotions  
11-29-07 961  
\$375<sup>00</sup>



# National Bank

Member F.D.I.C.

Account: 734723

PAGE 2

Period: 12/1/2007 To 12/31/2007

GATESVILLE: P.O. Box 779, Gatesville, Texas, 76528 (254) 865-2211  
 COPPERAS COVE: 408 South Main, Copperas Cove, Texas, 76522 (254) 547-7521  
 HEWITT: P.O. Box 159, Hewitt, Texas, 76643 (254) 666-1280  
 KILLEEN: P.O. Box 11199, Killeen, Texas, 76543 (254) 690-2200  
 LAMPASAS: P.O. Box 949, Lampasas, Texas, 76550 (512) 556-8288

DOWNTOWN ASSOCIATION PROMOTIONS ACCOUNT P.O. BOX 154 PH 254-847-1027 COPPERAS COVE, TX 76622		959
DATE: <u>Nov 29 2007</u>		
PAY TO THE ORDER OF	<u>The Teachers of the Summer</u>	\$ <u>250.00</u>
<u>Two hundred fifty and 00/100</u>		DOLLARS 00
The National BANK OF CENTRAL TEXAS		
Kirsti Kell		
⑆ 11904419⑆ 0959⑆ 734723⑆		⑆ 25000⑆

959

12/07/07

\$250.00



# INVOICE

P.O. BOX 95030, BATON ROUGE, LA 70896  
877-269-3169 OR 225-926-1000

2734

ADVERTISER: KRISTI KINDI MARKT  
DESIGN:  
CONTRACT NO:  
LAMAR ID NO: 5724

INV NO: 10873338  
ACCOUNT NO: 270374 001 INVOICE DATE: 11/10/2007  
BILLING PERIOD: 11/05/2007 TO 12/04/2007  
289-LMB2227

MARKET/LOCATION	PANEL	ILL.	AMOUNT
KILLEEN, TX 11/05/2007 TO 12/04/2007 N/S BUS 190 W/O HWY 195 (LOC #2) PW1 W/S ELMS RD S/O GREENLEE DR PN1 W/S FM 195 N/O STAN SCHLUETER PS1	2	ILL	1,500.00
COPPERAS COVE, TX 11/05/2007 TO 12/04/2007 N/S HWY 190 .4 MI W/O FM 2657 PLOW1	1	ILL	500.00
NOLANVILLE, TX 11/05/2007 TO 12/04/2007 S/S HWY 190 E/O MAIN PE1	1	ILL	500.00

*DTA Promotions*  
Date: 11-16-07 09:57

PLEASE FAX CREDIT CARD INFORMATION TO (225)922-3563 ATTN: CREDIT CARDS

COMPANY	STATE TAX	COUNTY OR PARISH TAX	CITY TAX	AMOUNT
289 TEMPLE, TX				2,500.00

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

DUE DATE: 12/10/2007

VISA  MASTERCARD  AMERICAN EXPRESS

Check/Money Order  KRISTI KINDI MARKT 289-LMB2227

Credit Card Information:

Name as it appears on your credit card: \_\_\_\_\_

Account # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Bill to Address as it appears on your credit card bill: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this you agree to all terms of our contract.

Link



# INVOICE

P.O. BOX 96030, BATON ROUGE, LA 70896  
877-269-3169 OR 225-926-1000

9623

ADVERTISER: KRISTI KINDI MARKT  
DESIGN:  
CONTRACT NO:  
LAMAR ID NO: 5791

INV NO: 109172390010917397  
ACCOUNT NO: 270374 001 INVOICE DATE: 11/25/2007  
BILLING PERIOD: 11/25/2007 TO 12/24/2007  
289-LMB2227

MARKET / LOCATION	PANEL	ILL.	AMOUNT	
GATESVILLE, TX 11/25/2007 TO 12/01/2007 N/S HWY 36 S/O LINDSEY LN PE2	2407	REG		
GATESVILLE, TX 11/25/2007 POSTER PAPER PRODUCTION CHARGE			125.00	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>DATE 12-10-07 C 970</p> </div>				
PLEASE FAX CREDIT CARD INFORMATION TO (225) 922-3563 ATTN: CREDIT CARDS				
COMPANY	STATE TAX	COUNTY OR PARISH TAX	CITY TAX	AMOUNT
289 TEMPLE, TX				125.00

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

DUE DATE: 12/25/2007

VISA  MASTERCARD  AMERICAN EXPRESS  Check/Money Order  KRISTI KINDI MARKT 289-LMB2227

**Credit Card Information:**

Name as it appears on your credit card: \_\_\_\_\_

Account # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Bill to Address as it appears on your credit card bill: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this you agree to all terms of our contract.



# INVOICE

P.O. BOX 96030, BATON ROUGE, LA 70896  
877-269-3169 OR 225-926-1000

4662

ADVERTISER: KRISTI KINDI MARKT  
DESIGN:  
CONTRACT NO:  
LAMAR ID NO: 5727

INV NO: 0010839783  
ACCOUNT NO: 270374 001 INVOICE DATE: 10/25/2007  
BILLING PERIOD: 10/20/2007  
289-LMB2227

MARKET / LOCATION	PANEL	ILL.	AMOUNT
TEMPLE, TX 10/20/2007 POSTER PRODUCTION CHARGE			625.00

*OTA Promotions*  
Date 11-6-07  
951  
625.00

PLEASE FAX CREDIT CARD INFORMATION TO (225) 922-3563 ATTN: CREDIT CARDS

COMPANY	STATE TAX	COUNTY OR PARISH TAX	CITY TAX	AMOUNT
289 TEMPLE, TX				625.00

PLEASE SEE REVERSE FOR IMPORTANT INFORMATION!

DUE DATE: 11/25/2007

VISA  MASTERCARD  AMERICAN EXPRESS  Check/Money Order   
KRISTI KINDI MARKT 289-LMB2227

Credit Card Information:

Name as it appears on your credit card: \_\_\_\_\_  
 Account # \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
 Bill to Address as it appears on your credit card bill: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this you agree to all terms of our contract.

04663 022  
 COPPERAS COVE DOWNTOWN ASSOCIATION  
 PO Box 854  
 Copperas Cove, TX 76522-0854

### THIS AMOUNT DUE

2892703740001

TERMS: NET 30 DAYS  
 625.00 0010839783C00062500

REMITTANCE STUB: THE LAMAR COMPANIES  
 MAIL PAYMENT TO P.O. BOX 96030  
 TO BATON ROUGE, LA 70896  
 PAGE 1

JD

FROM

# KILLEEN DAILY HERALD

*Better than ever!*

A Division of Frank Mayborn Enterprises, Inc.

P.O. Box 1300 Fed I.D. # 74-2008402  
Killeen, Texas, 76540 Phone # (254) 501-7570

INVOICE/STATEMENT

Page: 1

# ADVERTISING

BC: 1

Tears: 0

Territory: 26

### BILLED ACCOUNT

DOWNTOWN ASSOC  
P.O. BOX 854  
COPPERAS COVE, TX 76522

### TERMS OF PAYMENT

**DUE UPON RECEIPT**

### BILLING PERIOD

11/01/2007 - 11/30/2007

### ACCOUNT NO.

93976

### BILLING DATE

11/30/2007

DATE	REF.	CHARGES OR CREDITS DESCRIPTION / PRODUCTION CODE	SAU/ DIMENSIONS	TIMES	BILLED UNITS	RATE	AMOUNT
11/22/07	1657	KDH--Thanksgiving Greeting	3 X 10.75	1	32.25	21.10	680.48
11/28/07	1000	FHH--Retail Display	3 X 10.75	1	32.25	9.32	300.57
11/29/07	1000	KDH--Retail Display	3 X 10.75	1	32.25	19.40	625.65
						4CLR	445.00
11/30/07	9200	KDH--Retail Adjustment 11/29 COLOR S/B NO CHARGE					445.00-

12-10-07 975

AGING				TOTAL*
CURRENT	31-60	61-90	91-OVER	AMOUNT DUE
1,606.70	0.00	0.00	0.00	1,606.70

JD

HILL COUNTRY  
PUBLISHING CO., INC.  
P.O. Box 631 • Lampasas, Texas 76550 •  
Phone (512)556-6262 • FAX (512)556-3278

Lampasas Dispatch Record  
Record Office Supply  
The Print Shop

Please Remit To:  
Hill Country Publishing Co., Inc.  
P.O. Box 631  
Lampasas, TX 76550

**INVOICE/STATEMENT**

Transaction Period: 11/1/2007 - 11/30/2007

LEDGER FURNITURE

104 E AVE D  
COPPERAS CO, TX 76522

Account Number: 279  
Billing Date: 11/30/2007  
Due Date: NET 30  
Amount Due: \$58.08

Please indicate reference number(s) to ensure proper credit: \_\_\_\_\_

Amount Paid: \_\_\_\_\_

Please return top portion with payment

**STATEMENT**

Page: 1

Lampasas Dispatch Record PO Box 631 Lampasas TX 76550 512-556-6262 www.lampasasdispatchrecord.com

Date	Reference	Description	Rate	Column	Inch	Quantity	Charge	Credit
Previous Balance							\$0.00	
11/23/2007	19062-002	Display Ad	4.840		12.00		\$58.08	
	LDR	kris kindle for cove downtown assoc						

12-10-07 968

Happy Holidays!!! Thank you for your business!  
NEW ADVERTISING RATES GO INTO EFFECT JANUARY 1, 2008  
Call Paulette for more information. 556-6262 X27

**SUMMARY**

LEDGER FURNITURE  
Account No: 279  
YTD Inches: 12  
No of Tears: 0

	0	\$58.08
Past	30	\$0.00
Due	60	\$0.00
Info	90	\$0.00
	120	\$0.00
	150+	\$0.00

Previous Balance: \$0.00  
Total New Credits: \$0.00  
Total New Charges: \$58.08  
State Tax:

Amount Due: **\$58.08**

From: CUMULUS BROADCASTING, INC.  
P.O. BOX 643171  
CINCINNATI, OH  
45264-3171  
254-773-5252

Affidavit of Service Rendered

State of TEXAS )  
County of BELL ) SS:

ADVERTISER: COPPERAS COVE DOWNTOWN AS

INVOICE

CCD010 To: COPPERAS COVE DOWNTOWN AS  
P.O. BOX 854  
COPPERAS COVE, TEXAS 76522

Date 12/31/07  
Invoice # 7906  
Page 1

DATE	Account/Run Detail	Len	No	Rate	Amount
CONTRACT 33231					
12/01/07	KUSJ FM 7:51p 9:51p	60	2	5.00	10.00
12/01/07	KUSJ FM 8:38a 11:51a 4:24p 5:51p 6:38p	60	5	30.00	150.00
12/02/07	KUSJ FM 7:28a 8:28a 10:16a 11:38a 12:24p	60	5	5.00	25.00
TOTAL SALES -----		185.00		12	

*DTA Promotions*

*1-8-08 983*

THANK YOU FOR YOUR BUSINESS!  
TERMS NET 30

Rep: SHELLY CARL

>>> Please Pay This Amount >>>

185.00

=====  
Broadcast times shown are +/- 8 minutes of actual broadcast times according to station logs.

The undersigned having been duly sworn,  
deposes and says that broadcasting service  
has been rendered by station in  
accordance with the accompanying statement.

Subscribed and sworn to me this

\_\_\_\_\_  
Notary Public

By \_\_\_\_\_

My commission expires

From: CUMULUS BROADCASTING, INC.  
 P.O. BOX 643171  
 CINCINNATI, OH  
 45264-3171  
 254-773-5252

Affidavit of Service Rendered

State of TEXAS )  
 County of BELL ) SS:

ADVERTISER: COPPERAS COVE DOWNTOWN AS

INVOICE

CCD010 To: COPPERAS COVE DOWNTOWN AS  
 P.O. BOX 854  
 COPPERAS COVE, TEXAS 76522

Date 11/30/07  
 Invoice # 7320  
 Page 1

DATE	Account/Run Detail	Len	No	Rate	Amount
CONTRACT 33231					
11/25/07	KUSJ FM 11:38a 2:38p 3:38p 5:38p 6:38p	60	5	5.00	25.00
11/26/07	KUSJ FM 7:10a 12:38p 4:24p	60	3	20.00	30.00
11/27/07	KUSJ FM 7:40a 11:24a 5:51p	60	3	20.00	60.00
11/28/07	KUSJ FM 10:38a 11:38a 1:38p	60	3	40.00	120.00
11/29/07	KUSJ FM 6:10a 7:10a 10:51a 11:51a 12:51p	60	5	40.00	200.00
11/29/07	KUSJ FM 1:51p	60	1	40.00	40.00
11/30/07	KUSJ FM 8:24p 9:38p	60	2	5.00	10.00
TOTAL SALES				515.00	22

11/30/07 12-10-07 911

THANK YOU FOR YOUR BUSINESS!  
 TERMS NET 30

Rept: SHELLY CARL

>>> Please Pay This Amount >>>

515.00

Broadcast times shown are +/- 9 minutes of actual broadcast times according to station logs.

The undersigned having been duly sworn,  
 deposes and says that broadcasting service  
 has been rendered by station in  
 accordance with the accompanying statement.

Subscribed and sworn to me this

Notary Public

By \_\_\_\_\_

By Commission expires

# WHERE • IT'S • AT®

Dear Chamber & Downtown Assoc:

Following is a copy of the listing of your arts and crafts event as it appeared in our Magazine last year. Please review the details of the listings. Change all necessary items to reflect the correct information for your event this year. BE SURE TO CHANGE THE DATE!

Please return your updated show information in the envelope provided by February 1 for a listing in our March issue.

DEC 1/3

*market 13th*  
**KRIST KINDL MARKET - 12th Annual.** All Arts Media. Fri 6-9pm, Sat 9am-9pm, Sun 9am-3pm. RESTRICTIONS: Food vendor spaces avail. FACILITIES: Begin setup Fri noon. Exhibtr provides displ equip. FEES: \$100 (12x12), \$150 (12x24), \$120 (12x12), \$190 (12x24) food vendors. REGISTRATION: Applic avail online. SPONSOR: Chamber & Downtown Assoc, Civic. CONTACT: Copperas Downtown Assoc, POBx 854, Copperas Cove, TX 76522, Jody 254/518-1612, www.downtowncopperascove.org. r 2213

COPPERAS COVE, TX

*ATA Promotions*  
 1-15-07 899  
 \$520

Mar listing is free. Additional issues are available at the price rates listed below. Last year your show repeated in the following issues: Apr, May, Jun, Jul, Aug, Sep, Oct, Nov. Cost for the repeat listing is: \$80.00. Discount for pre-payment is: \$8.00

Please sign below if you would like your show to repeat as it did last year

*Linda Hedge*  
 Check Enclosed       Send Invoice

THE ONE-TIME LISTING IS ABSOLUTELY FREE. There is no obligation to repeat the listing in subsequent issues, but for those Sponsors who desire to have their event repeated, the following rates will apply:

Repeat Listings	Paid in Advance	If Invoiced
One Issue	9.50	10.50
Two Issues	17.00	19.00
Three Issues	22.50	25.50
Four Issues	26.00	30.00
Five Issues	32.50	37.50
Six Issues	39.00	45.00
Seven Issues	45.50	52.50
Eight Issues	52.00	60.00
Nine Issues	58.50	67.50
Ten Issues	65.00	75.00

## A GUIDE TO ARTS AND CRAFTS SHOWS

3005 S. Lamar Blvd. D109-407 • Austin, Texas 78704 • 512/926-7954 • fax 512/926-6773

# CRAFTMASTER NEWS™ EVENT LISTING FORM

(REV 6.32.07/07)

PLEASE PRINT AND FILL OUT THIS FORM AS COMPLETELY AS POSSIBLE. TO SUBMIT YOUR EVENT LISTING, FAX OR MAIL TO:  
 CRAFTMASTER NEWS, PO BOX 39429, DOWNEY, CA 90239 (562) 869-5882 (562) 904-0546 FAX  
 VISIT [www.craftmasternews.com](http://www.craftmasternews.com) TO COMPLETE THIS FORM ONLINE OR FOR ADDITIONAL DETAILS (DEADLINES, ETC.)

80428	<i>Previous or Incomplete Information</i>	<i>NEW or UPDATED Information (Please PRINT)</i>
DATES	Dec 1 2006 to Dec 3 2006 <i>Nov. 30 2007 Dec 2, 2007</i>	_____ / _____ / 200__ TO _____ / _____ / 200__
CITY	COPPERAS COVE STATE: TX	STATE: _____
PROMOTER	Chamber & Downtown Assoc.	
SHOW NAME	KristKindl Market	
CONTACT	Jody/Betty	
PHONE	254 518-1612	
FAX		
EMAIL		
WEBSITE	www.downtowncopperascove.org	
MAIL ADDR.	PO Box 854	
CITY, ST, ZIP	Copperas Cove TX 76522	
SHOW LOC.	Ave. E & Main Street	
SHOW CODES (see below)	\$100, 12X12, AC, FA, CL, DB, JY, CMR, \$120 F 10,000 ATTN, OS, NS, PWR, 143-DL <i>11/2</i> 80+BTHS, FREE ADM, F 6-9, SA 9-9, SU 9-3	

DTA Promotional  
 4-30-07 914 \$4900

Check Here if these Show Codes are Correct and NO Changes Needed - OR - Complete any New Information Below

EXHIBIT FEES and SIZES	ARTS & CRAFTS / FINE ART	COMMERCIAL	FOOD VENDORS
	\$ _____ SIZE _____	\$ _____ SIZE _____	\$ _____ SIZE _____
SHOW TIMES (by Day): _____	# OF VENDORS _____		
PUBLIC ADMISSION FEE _____	# PUBLIC ATTENDANCE _____		

### TYPES OF VENDORS ACCEPTED

### OTHER CODES (CIRCLE ALL THAT APPLY)

ANTIQUES.....A ARTS & CRAFTS.....AC OR AC MADE BY SELLER ONLY.....ACO FINE ART.....FA OR FINE ART BY SELLER ONLY.....FAC CLOTHING.....CL COMMERCIAL.....CMR DOLLS & BEARS.....DB ENTERTAINERS.....E FOOD VENDORS.....F JEWELRY.....JY	CANOPY PROVIDED.....CP CANOPY RENTAL.....CR CANOPY REQUIRED.....CRO CARNIVAL.....CV CENTRAL VENDOR REGISTRY.....CVR CITY LICENSE RE'OD.....CLR DEADLINE DATE.....DL DEPOSIT NON-REFUNDABLE.....DNR DEPOSIT REFUNDABLE.....DR FIRE RETARDANT COVERS RE'OD.....FRC INDOOR SPACES.....IS OUTDOOR SPACES.....OS INSURANCE REQUIRED.....INS	JURIED SHOW.....JU K-RUN.....K NO REPS.....NR NIGHT SECURITY.....NS OVERNIGHT CAMP SPACE.....OCS PHOTOS RE'OD.....PH POWER AVAILABLE.....PWR RAIN DATE.....RD RESIDENTS ONLY.....RESO SELF-ADD. STAMPED ENV.....SASE THEMED COSTUMES/DECORATIONS.....TH TABLES PROVIDED.....TP TABLE RENTAL.....TR
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Event Listing Type	Description	Cost	Payment Info (for Featured and Website Listings)
<input checked="" type="checkbox"/> <b>Featured Event Listing PLUS Online Database Listing</b>	Guaranteed Listing in the printed publication of Craftmaster News, up to 12 months in advance of the event, until the date of the event. <i>PLUS</i> Featured Listing in our online ShowLister™ database of events, accessible by both subscribers and public visitors.	\$49.00 <i>Per Event</i>	<input checked="" type="checkbox"/> CHECK / MONEY ORDER (Mail or Fax completed form and payment to the address or fax number at the top of this form) <input type="checkbox"/> CREDITCARD (Fill in below) CARD#: _____ CARD EXPIRATION DATE: _____ CARD 3-DIGIT CVV2 CODE: _____ NAME ON CARD: _____ BILLING ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____
<input type="checkbox"/> <b>Free Listing*</b>	Published in Craftmaster News up to 6 months in advance of the event. <i>*Free Listings are published on a space-available basis and are not guaranteed to be listed.</i>	Free	
<input type="checkbox"/>	Please have an Advertising Representative contact me to discuss additional opportunities for advertising our event.		

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. G-2

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

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**SUBJECT: Consideration and action on authorizing the release of funds in the amount of \$9,215.78 from the Hotel Occupancy Tax Fund to the Copperas Cove Downtown Association.**

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#### 1. BACKGROUND/HISTORY

During the FY 2007-08 budget process, the Copperas Cove Downtown Association submitted a funding request in the amount of \$12,000 associated with various events like the Krist Kindl Markt supported by the Downtown Association. On September 4, 2007 the FY 2007-08 Budget was adopted by City Council.

#### 2. FINDINGS/CURRENT ACTIVITY

On February 11, 2008, the City of Copperas Cove was presented with a reimbursement request for \$9,215.78, along with receipts and proof of payments for the entertainment and advertising related the Krist Kindl Markt. It was agreed during the budget process that upon presentation of such documentation, the Copperas Cove Downtown Association could seek reimbursement from the City of Copperas Cove's Hotel Occupancy Tax Fund for expenditures incurred as a result of this event.

#### 3. FINANCIAL IMPACT

At this time, the City has a request for \$9,215.78 of the \$12,000 approved in the FY 2007-08 Hotel Occupancy Tax Fund budget to reimburse expenditures incurred for the Krist Kindl Markt event held by the Copperas Cove Downtown Association.

#### 4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that City Council authorize the release of funds in the amount of \$9,215.78 from the Hotel Occupancy Tax Fund to the Copperas Cove Downtown Association.

## APPLICATION FOR STATE/FEDERAL ASSISTANCE

<b>APPLICANT INFORMATION:</b>	
Library Name <u>Copperas Cove Public Library</u>	
Applicant/Legal Entity <u>City of Copperas Cove</u> (Official name of city, county, nonprofit, or university)	
<b>Program Contact Person (Primary Contact)</b>	
Name <u>Barbara Schwab</u>	Title <u>Adult Programming &amp; Outreach Specialist</u>
Street/PO Box <u>501 S. Main St.</u>	<u>Copperas Cove</u>
State <u>TX</u> Zip Code <u>76522</u>	County <u>Coryell</u>
Phone <u>254-547-3826</u>	Fax <u>254-542-7279</u> E-mail <u>bschwab@ci.copperas-cove.tx.us</u>
<b>Additional Contact Person (if applicable)</b>	
Name _____	
Title/Type of Contact (e.g. fiscal contact, accountant, grants manager) _____	
Phone _____	Fax _____ E-mail _____
U.S. Congr. Distr. No. <u>31</u>	State Senate Distr. No. <u>22</u> State House Distr. No. <u>59</u>
Employer/Federal Identification Number (9 digits): <u>746022216</u>	
<b>TYPE OF PROJECT:</b> (check one) <input type="checkbox"/> Cooperation <input type="checkbox"/> Special Projects <input checked="" type="checkbox"/> Texas Reads	
<input type="checkbox"/> TexTreasuries <input type="checkbox"/> Interlibrary Loans <input type="checkbox"/> Systems <input type="checkbox"/> TANG	
BEGINNING DATE OF PROJECT/GRANT <u>September 1, 2008</u>	
<b>PROPOSED FUNDING SOURCES:</b>	
a. Texas Reads Grant \$3,000.00	d. Local funds \$ 0.00
b. Other federal gov't funds \$ 0.00	e. Program income \$ 0.00
c. Other state gov't funds \$ 0.00	f. Miscellaneous \$ 0.00
TOTAL <u>\$3,000.00</u>	Is the applicant delinquent on any Federal debt? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no
To the best of my knowledge and belief, data in the entire application packet is true and correct, the application has been duly authorized by the governing body of the applicant and the applicant will comply with the Uniform Grant Management Standards (UGMS) if the assistance is awarded.	
Printed Name <u>Andrea Gardner</u>	Title <u>City Manager</u>
Signature _____	Date Signed _____

## TEXAS READS GRANTS

## PROGRAM NARRATIVE

LIBRARY NAME Copperas Cove Public Library\_\_\_\_\_

PROJECT LOCATION Copperas Cove Public Library, 501 S. Main St., Copperas Cove, TX 76522

PROJECT TITLE ADULT LITERACY PROGRAM\_\_\_\_\_

PROJECT DIRECTOR (Name & Title) Barbara Schwab, Adult Programming & Outreach  
Specialist

AMOUNT REQUESTED \$3,000.00\_\_\_\_\_

NEW PROGRAM? X YES  NO**PROGRAM SUMMARY** (Do not expand box)

Copperas Cove Public Library will institute a structured adult literacy program. Volunteer tutors will receive instruction to be effective and to maintain student interest. Students will have opportunities to demonstrate achievement of self-identified goals.

Answer each question completely but succinctly. Use a minimum 10-point type. You may adjust the amount of space used for each question as long as the entire narrative section does not exceed 3 pages. Maximum point value for each question is shown.

1. **Needs Assessment (15 points):** Describe why the program is needed in the community.

Currently, there are no adult literacy programs in Copperas Cove. During June 2007, the Adult Programming and Outreach Specialist circulated an interest survey to adults and senior citizens in the community. Twenty-three per cent of respondents expressed a desire to have adult literacy resources available through the public library. While Central Texas College in Killeen offers ESL and GED preparation courses, we believe the public library, located in the center of Copperas Cove, can provide easier access to adult learners. We already provide Spanish-language and high interest/low reading comprehension materials, and a literacy program will expand opportunities for marginalized adults to use the library's more traditional resources.

2. **Program purpose (15 points):** Describe the program goals, audience, intended outcomes, and relationship to the library long-range plan or goals.

Since our library offers a wide range of family programming through the Teen's and Children's Department, we have a built-in audience of parents who may be struggling with their own and their children's literacy challenges. We have a good reputation for providing services to our community and have established marketing and publicity techniques that will allow us to recruit tutors and students.

We believe improved literacy will provide our adult learners access to jobs with opportunities for advancement or salary increase, better ability to assist their children with school work, greater understanding of medical advice, heightened comprehension of letters sent home by schools and utility companies, and an overall sense of self-confidence. In short, the Texas Reads Grant Program clearly reflects our goal that "participants [will] incorporate attitudes and/or behaviors into their lives that are associated with increased family reading

skills." We also hope our students will read more, enjoy reading and have more confidence in their reading ability.

Copperas Cove's Long-Range Plan 2007 states our goal of helping our patrons to address the desire for self-directed personal growth and development opportunities. We endorse our role of supporting lifelong learning by encouraging basic skills education designed to increase literacy, assisting in the learning of English as a second language, and preparing individuals to take assessment and achievement tests that will open pathways to career information.

**3. Program design (15 points):** Provide a detailed description of the program and its activities. Describe any collaboration planned with other community organizations.

In addition to our currently established advertising venues, we expect to publicize through and work with other agencies of Copperas Cove, including the Copperas Cove Housing Authority, the Copperas Cove Independent School District, local social agencies and any volunteer group whose focus includes improved literacy. We want to provide a one-to-one teacher/student ratio when classes commence.

Recognizing that the term "adult literacy" encompasses a wide range of learners (people who do not recognize letters and their sounds; people who are not native English speakers; people who do not have at least sixth-grade literacy capability to complete the GED test), our first goal will be providing materials to train the trainer, who will be the person charged with evaluating program participants. Because of its long record of success, we will follow the Laubach literacy curriculum for adult learners.

Before enrollment in our literacy program, applicants will outline their individual goals. Using bimonthly benchmark dates, each student will create a diary containing self-assessments. If necessary, volunteer tutors may initially assist students in recording their impressions and data in printed and electronic formats. When a student and his tutor feel that original goals have been obtained, the learner will be asked to independently create a paragraph for inclusion in our proposed "Library Literacy" newsletter. Anonymity will be offered to each author to protect students' privacy.

While we hope students will commit to the entire nine-month class duration, we are located in a mobile, military-based area. There may be times when students must leave our city. Then, new applicants will be interviewed and accepted into our literacy program.

Ultimately, we hope that our students will view what we offer as an encouraging, non-threatening opportunity to improve their quality of life.

**4. Timetable (5 points):** Provide a timetable of program activities.

September-October 2008: Establish resource bank; recruit and train tutors; advertise program to potential applicant pool

November 2008: Match applicants with tutors; arrange schedule of classes

December 2008: Begin literacy tutoring

January 30, 2009: First date for students to submit their diary paragraphs to the program coordinator

March 31, 2009: Second date for students to submit their diary paragraphs to the program coordinator

May 29, 2009: Third date for students to submit their diary paragraphs to the program coordinator

July 31, 2009: Fourth date for students to submit their diary paragraphs to the program coordinator

August 31, 2009: Publication of Copperas Cove's first "Literacy Newsletter"

5. **Evaluation plan (10 points):** Describe how the anticipated outcomes will be measured. Please note that a draft survey instrument will be provided to all funded applicants.

As indicated in the "Program Design" and "Program Timetable," part of the evaluation process will be project-based and will include students' self-appraisals and the materials they generate in journal format. Equally important will be standards-based criteria. The latter will follow Laubach phonics and sight-based word recognition.

6. **Budget (15 points):** Provide a detailed budget. All budget items must clearly relate to the program purpose and program design as described above.

Budget Category (see Appendix E for examples of budget category assignment)	Texas Reads Funds	Other Funds (if applicable)	Detailed Description
<b>Personnel</b>	\$	\$	
<b>Fringe Benefits</b>	\$	\$	
<b>Equipment/Property:</b> <i>Only include items at, or above, your library's capitalization threshold.</i>	\$	\$	
<b>Supplies</b> (includes library materials such as books)	\$1,790.00	\$	Laubach Literacy instructional materials for trainer, tutors & students; high interest/low reading level books
<b>Contractual Services</b>	\$1,200.00	\$	100 hrs. Laubach trainer services
<b>Other (specify)</b>	\$ 10.00	\$	"Literacy Newsletter" printing costs
<b>Total</b>	<b>\$3,000.00</b>	<b>\$</b>	

*Note:* Amounts should be rounded to the nearest dollar.

**Capitalization level for your library: \$ 1,000.00**

Please note that any items below the capitalization level for your library **should not** be included in the Equipment/Property Budget Category. Items below the capitalization level should be listed in another expense category. Capitalization level is the dollar amount something must cost in order to be included on your regular equipment/property inventory.

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. G-3

Contact – Peg Fleet, Library Director, 547-3826  
pfleet@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the City Manager to apply to the Texas State Library and Archives Commission for a Texas Reads Grant in the amount of \$3,000 to establish an adult literacy program.**

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#### 1. BACKGROUND/HISTORY

As a tool to help design future programs, the Copperas Cove Public Library's Adult Programming and Outreach Specialist circulated an interest survey to adults and senior citizens in June of 2007. Twenty-three per cent of those responding expressed a desire to have adult literacy resources available through the public library. While English as a Second Language and GED preparatory courses are available to community members, there is no readily accessible program that addresses the issue of basic adult literacy skills. The public library is centrally located and would serve as a logical proponent for a local adult literacy program.

#### 2. FINDINGS/CURRENT ACTIVITY

The Texas Reads Grant is funded by proceeds of the sale of Texas Reads specialty license plates available through the Texas Department of Transportation (TxDOT), and is administered by the Texas State Library and Archives Commission. The grant program provides funds to public libraries to promote reading and literacy within the local community. These literacy programs may target the entire community or a segment of the community. The maximum amount that may be awarded is \$3,000. The grant application for state fiscal year 2009 is March 14, 2008. Grants will be awarded in August 2008. All projects funded with the grant must be completed between September 1, 2008 and August 31, 2009.

Attached for consideration is a Texas Reads grant application requesting \$3,000 to establish an adult literacy skills program at the Copperas Cove Public Library. The grant budget proposes to spend \$1,790 on instructional materials for a trainer, tutors, and students, \$1,200 for a contract trainer to provide 100 hours of training services, and \$10 for printing costs of a literacy newsletter.

**3. FINANCIAL IMPACT**

If approved to receive a grant, the City stands to receive \$3,000 to establish an adult literacy program that will enhance the quality of life of residents who are struggling with this basic skill.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends that the City Council authorize the City Manager to apply to the Texas State Library and Archives Commission for a Texas Reads Grant in the amount of \$3,000 to establish an adult literacy program.

Grant Contact: [Ann Mason](#)

## Texas State Library and Archives Commission TexTreasuries FY2009

### Applicant Information

#### Organization Information

<b>Library Name:</b>	Copperas Cove Public Library
<b>Legal Entity:</b> *  Help	City of Copperas Cove
<b>U.S. Congr. Distr. No.:</b>	11
<b>State Senate Distr. No.:</b>	22
<b>State House Distr. No.:</b>	59
<b>Employer Identification Number (EIN):</b> Help	746022216

#### Contact Persons

Contact Type	Contact Name	Profile
Director/Coordinator (Primary Contact)*	Margaret Fleet	<a href="#">View</a>
Contact 1	Select one	
Contact 2	Select one	
Financial Contact	Select one	

Is the applicant delinquent on any Federal debt?\*  No  Yes

#### Signature

I certify, to the best of my knowledge, that the statements made in this application are true, that the information provided is correct, and that I am authorized to enter into legally binding commitments on behalf of the applicant organization.

Completed by: Margaret Fleet, Director	Date: 03-04-2008
Approved by:	Date:

Grant Contact: Ann Mason

## Texas State Library and Archives Commission

### TexTreasures FY2009

#### Organization Information

**Name:** Copperas Cove Public Library  
**Legal Entity:** City of Copperas Cove  
**Address:** 501 S Main St  
**City, St Zip:** Copperas Cove, TX 76522-2241  
**Employer Identification Number:** 746022216

#### Grant Information

**Name:** TexTreasures  
**Fiscal Year:** 2009  
**Application ID:** 30  
 Help  
**Term:** 09-01-2008 to 08-31-2009

### Budget

Enter whole numbers only. Amounts should be rounded to the nearest dollar. Do not use dollar signs, cents or commas. For example, enter 1250, not \$1,249.87.

Capitalization Level:  Help \$

#### Budget

Budget Category	Grant Funds (\$)	Other Funds (\$)	Description	Total Costs (\$)
Personnel <input type="radio"/> Help	0	0		0
Fringe Benefits <input type="radio"/> Help	0	0		0
Travel	0	0		0
Equipment/Property <input type="radio"/> Help	6,957	0	reader/scanner; compu	6,957
Supplies(incl. Library Materials) <input type="radio"/> Help	0	0		0
Library Materials \$ <input type="text" value="0"/>				
Contractual Services <input type="radio"/> Help	13,043	0	print & microfilm	13,043
Other <input type="radio"/> Help	0	0		0
<b>Total Direct Charges</b>	20,000	0		20,000
<b>Indirect Charges</b>	0			0
<b>Rate:</b> <input type="text"/>				
<b>Base:</b> <input type="text"/>				
<b>Totals</b>	20,000	0		20,000

**Note:** Amounts should be rounded to the nearest dollar.

# Texas State Library and Archives Commission

## TexTreasures FY2009

### Organization Information

Name: Copperas Cove Public Library  
Legal Entity: City of Copperas Cove  
Address: 501 S Main St  
City, St Zip: Copperas Cove, TX 76522-2241

### Grant Information

Name: TexTreasures  
Fiscal Year: 2009  
Application ID: 30  
Term: 09-01-2008 to 08-31-2009

Employer Identification Number: 746022216

Click the question icon  Help after a term for further explanation. To print the form use the print command on your browser's tool bar. Required fields are indicated by a red asterisk (\*).

### Narrative

**\* 1. Please list the eligible TexShare member institution(s) and other project partners (if applicable).**

Copperas cove Public Library

- 2. Program Abstract:**

The Copperas Cove Public Library proposes to contract with a vendor to microfilm and scan holdings consisting of approximately 1,211 print issues of the locally published Copperas Cove Leader-Press. These issues date from September 1989 onward. The project would also include converting approximately 40 rolls of 35mm microfilm of local newspapers to digital format and acquiring a microfilm reader scanner and computer connected to the library's network.

**\* 3. Significance of the Collection (0-30 Points) - Describe the significance of the collection to be made accessible.**

To the best of our knowledge, the existing locally published newspaper collection at the Copperas Cove Public Library is the most comprehensive collection available to the

public. Microfilm issues include the period August 1959 - December 1988. Print issues cover the time frame September 1989 onward. Patrons currently have the option of reading and photocopying the print issues and viewing only the microfilm issues on a Dukane microfilm reader. The print copies are becoming yellow and brittle. The microfilm copies of earlier newspapers are diazo copies with a relatively short shelf life. This collection is used by local patrons for research; it is also used to research and answer long-distance queries about local people and events.

**4. Availability (0-30 Points) - Explain how access to the collection's materials will be provided.**

Direct access to the collection will be provided on site either through access to the electronic files after the conversion or through use of a microfilm reader scanner and computer connected to the library's network. Remote access will be available through interlibrary loan of requested images or through direct query by individuals. If adequate funds are available to acquire silver and diazo microfilm copies of the newspapers, the diazo copies may be made available to libraries through interlibrary loan. Online access is not considered feasible at this time because of copyright issues; however, the availability of the collection will be documented on the library's web site.

**5. Copyright Statement - I hereby certify that all applicable activities related to TexTreasure Grants will be in compliance with the Copyright Law of the United States (title 17, U.S. Code). Please indicate Yes or No.**

No  Yes

**\* 6. Project Design (0-20 Points) - Describe how the project will be conducted.**

Library staff will contact prospective vendors with conversion and equipment requirements and select a responsive vendor in accordance with the City's purchasing policies. The conversion project will consist of two components; microfilming and scanning the print copies, and converting the 35mm microfilm copies to digital format. The digital format will be compatible with THDI standards; the TIFF format is currently the format under consideration. As funds allow, the library will purchase silver microfilm copies for long-term storage and diazo copies for daily use. The library will acquire a microfilm reader scanner and desktop computer to be connected to the library's computer network, enabling patrons to print desired images. Because of the cost of the entire project, first priority will be given to the conversion of the print collection and equipment acquisition. Second priority will be given to converting as much of the microfilm collection as possible with remaining available funds. The library will look to other sources of funding to complete the conversion of remaining microfilm: future grants, budget requests, and/or donations. Once the existing collection is completed, we anticipate that the ongoing need to preserve new additions to this newspaper collection will be taken care of through routine funding sources.

**\* 7. Cost Effectiveness (0-15 Points) - Describe the rationale for the methodology chosen.**

The combination of digitization and microfilm affords optimal storage, access, and long-term preservation of a collection of this type. Contracting with a vendor with expertise in this type of project provides greater assurance that the project will be completed much more quickly and with a higher degree of quality than if it were attempted in-house. Contracting with an outside source is the only way to guarantee that the first part of the project can be completed within the grant year.

**8. Evaluation (0-5 Points) - Describe your methodology for evaluating the successful completion of the project and the methodology for estimating the level of usage.**

Library staff will develop a checklist encompassing the major steps of the project: vendor solicitation and selection; collection scanning and microfilming; equipment selection, acquisition, and installation; receipt of converted products; publicity of completed project. Library staff will be charged with making this collection available to the public and will keep statistics on its usage.

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. G-4

Contact – Peg Fleet, Library Director, 547-3826  
pfleet@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the City Manager to apply to the Texas State Library and Archives Commission for a TexTreasures Grant in the amount of \$20,000 to preserve and make available to the public historic Copperas Cove newspapers.**

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#### 1. BACKGROUND/HISTORY

The Copperas Cove Public Library has a collection of back issues of newspapers published in Copperas Cove in both print and microfilm formats. Although it is not a complete collection of locally published newspapers, it is, to the best of our knowledge, the most comprehensive collection available to the public. The print copies of the newspapers are becoming yellow and brittle. The microfilm will degrade over time and become unusable. A better solution to preserve this historic collection is to digitize both the print and microfilm collections and to produce long-lasting microfilm copies. The most efficient way to accomplish this project would be to outsource it to a company that has the expertise to do so and to acquire a microfilm reader that may be used in conjunction with the library's computer network. Estimated costs for the conversion and for equipment, which would include a networkable microfilm reader scanner and computer, would be a minimum of \$33,335.

#### 2. FINDINGS/CURRENT ACTIVITY

“The TexTreasures grant program is administered by the Texas State Library and Archives Commission. It provides assistance and encouragement to libraries to provide access to their special or unique holdings and to make information about these holdings available to library users across the state. This grant program focuses on making unique library collections accessible for TexShare constituents. Applicants may propose projects designed to increase accessibility through a wide range of activities such as organizing, cataloging, indexing, or digitizing local materials.”

For FY 2009, the maximum amount that a single institution may be awarded is \$20,000. It is estimated that treatment of the library's existing collection would exceed that total; however, “successful applicants are eligible to apply for continuation of the project for up to two additional years following the grant year.

The second and third year applications will be evaluated with the same criteria as new applications. No applicant will be eligible for a fourth year of funding the same project." Projects must be completed between September 1, 2008 and August 31, 2009.

Attached for consideration is a TexTreasures grant application requesting \$20,000 that would be used to establish this program to preserve these historic resources. If awarded, the grant funds would be applied to the most critical portion of the collection first, the print copies of the newspapers. The funds would also be used to acquire the equipment that would make the converted papers accessible to the public, the networkable reader and associated desktop computer. If successful in obtaining this funding, the City may apply in the following year for funds to complete the remainder of the project. For the first part of the project, the budget proposes to spend \$5,830 on the networkable reader, \$706 on a maintenance contract, \$787 on a desktop computer for the reader, \$340 on computer software, \$9,177 on conversion of the print collection, and the remaining \$3,160 on converting as much of the existing microfilm collection as possible ( an estimated 20%).

**3. FINANCIAL IMPACT**

If approved to receive a grant, the City stands to receive \$20,000 to preserve a critical part of Copperas Cove history for future generations. If awarded the full amount, additional funds would be required to complete the project in succeeding years. Sources of additional funds may be through a follow-on TexTreasure Grant, budgeted monies, other grants, or donations.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends that the City Council authorize the City Manager to apply to the Texas State Library and Archives Commission for a TexTreasures Grant in the amount of \$20,000 to preserve the library's historic newspaper collection.

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. G-5

Contact – Jane Lees, City Secretary, 547-4221  
jlees@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on removing Ordinance No. 2008-06 from the table.**

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**1. BACKGROUND/HISTORY**

The proposed Ordinance No. 2008-06, providing a zoning change for a tract of land, locally known as 808 Leonhard, was tabled at the regular council meeting of February 19, 2008 for the purpose of obtaining more information.

**2. FINDINGS/CURRENT ACTIVITY**

As the proposed ordinance was tabled in a prior meeting, Ordinance No. 2008-06 must be removed from the table in order for Council to consider and act on this ordinance, which is Agenda Item H-2.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council remove Ordinance No. 2008-06 from the table.

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

STATE OF TEXAS

§

COUNTY OF CORYELL

Letter of Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between the City of Copperas Cove , State of Texas (hereinafter called the “CITY”) acting herein by Andrea Gardner, City Manager, hereunto duly authorized and J Gandolf Burrus, President, acting for Grant Development Services, Inc. (hereinafter called “GDS”).

Whereas the CITY desires to engage GDS to render professional services to **prepare and submit** a Community Development Block Grant Application, hereinafter referred to as “CDBG”, requesting federal financial assistance to the Office of Rural Community Affairs (hereinafter called the “Funding Agency” or “ORCA”) **for the construction of water and/ or wastewater services and improvements**, and

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

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

The Parties do mutually agree as follows:

- 1. Time of Performance.** The services provided by GDS shall commence upon execution of this letter. All services required and rendered under this contract shall be completed according to the time frames and deadlines established by the Funding Agency.
- 2. Scope of Services.** The scope of services to be provided by GDS shall consist of:
  - (a) The assembly of available and necessary documents to design, prepare and submit a Community Development application to the Funding Agency prior to the submittal deadline;

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

**3. CITY Responsibilities.** To facilitate the commitments made by GDS, the CITY agrees to the following:

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

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

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

**5. Compensation for Commission OR Administrative Services.** GDS shall be due compensation from the CITY when a grant award is announced. The City shall choose from the following two options for compensation

**Compensation Option One:** The CITY will pay GDS a one time lump sum commission equal to 5% (five per cent) of the grant amount. This expense shall be incurred at the time the final scores are announced, but not invoiced until the grant award has been made by the Funding Agency.

OR, at the City's choice,

**Compensation Option Two:** The CITY agrees that it will utilize its local funds to retain GDS to perform administrative services related to grant receipt and implementation. The fee for these administrative services shall be equal to **11.5% (eleven and one half per cent)** of the grant amount awarded to the CITY by the Funding Agency as a result of the application commissioned by this Letter of Agreement. A portion of this 11.50% fee may be payable with grant funds.

- 6. Access to Information.** It is agreed that all materials, data, reports, financial information, maps used for the carrying out of work outlined in Attachment A. Scope of Services. are the property of the CITY. As required by the application procedures, all original documents will be forwarded to the Funding Agency. One (1) copy of the entire application documents shall be forwarded to the CITY for its permanent records.
- 7. Amendments to Letter of Agreement.** This contract may be amended only in writing and shall require the mutual consent of both parties. Should amendments be required which exceed the Scope of Services in Attachment A, GDS reserves the right to request additional compensation based on the scope of the additional services to be performed.
- 8. GDS Responsibilities.** GDS shall comply with the requirements of all applicable laws, rules and regulations and shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the Social Security, Workers Compensation and Income Tax laws for compensation received for services rendered under this letter of agreement.
- 9. Termination of Agreement:** Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail.
- 10. Jurisdiction.** This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Coryell County, Texas.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2008

ATTEST:

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**Andrea Gardner**  
**City Manager**  
**For the City of Copperas Cove**

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**Jane Lees**  
**City Secretary**  
**For the City of Copperas Cove**

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

**ATTACHMENT A**  
**PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

The Management Firm shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system
2. Maintenance of filing system
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TCDP regulations
5. Furnish Locality with necessary forms and procedures required for implementation of project
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and ORCA
7. Prepare and submit to Department documentation necessary for a budget modification of the TCDP contract
8. Conduct re-assessment of environmental clearance for any budget modifications
9. Prepare and submit quarterly reports (progress and minority hiring)
10. Prepare Recipient Disclosure Report form for Locality signature and submittal
11. Establish procedures to document expenditures associated with local administration of the project
12. Provide guidance and assistance to Locality regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - Establish a separate acquisition file for each parcel of real property acquired
  - Determine necessary method(s) for acquiring real property
  - Prepare correspondence to the property owners for the Locality's signature to acquire the property or to secure an easement
  - Assist the Locality in negotiation with property owner(s)

13. Maintain TCDP Property Management register for any property/equipment purchased or leased
14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either ORCA or HUD

**B. Financial Management**

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation
6. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
7. Assist the Locality in establishing procedures to handle the use of any TCDP program income.

**C. Environmental Review**

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to Department.

D. Acquisition

1. Prepare required acquisition report(s).
2. Maintain a separate file for each parcel of real property acquired.
3. Determine necessary method(s) for acquiring real property.
4. Prepare correspondence with property owners
5. Prepare required acquisition reports and submit to Department.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist Locality in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
  - Assist Locality in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.
  - Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.
6. Provide sample TCDP contract documents to engineer.
7. Advertise for bids.
8. Make Ten-Day call to Department.
9. Verify construction contractor eligibility with Department.

10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Issue Notice of Start of Construction to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.

5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

I. Audit / Close -Out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TCDP audit guidelines.

## PAYMENT SCHEDULE

### PROFESSIONAL MANAGEMENT SERVICES

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

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

**ATTACHMENT B  
TERMS AND CONDITIONS**

**PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL  
SERVICES**

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

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

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

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

4. Personnel.

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

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

- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignability.** The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CITY thereto: Provided, however, that claims for money by the Firm from CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to CITY.
6. **Reports and Information.** The Firm, at such times and in such forms as CITY may require, shall furnish CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Records and Audits.** The Firm shall insure that CITY maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. CITY shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of CITY.
9. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. **Compliance with Local Laws.** The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity.** During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by The CITY setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

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

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

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and

agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

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

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

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

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

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

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

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

d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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

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

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

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

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

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. G-6

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

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**SUBJECT:** Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to provide all professional services associated with the preparation of a funding application to the Office of Rural Community Affairs (ORCA) under the Community Development Block Grant (CDBG) 2009/2010 Funding Cycle for water or sewer system improvements in an amount not to exceed \$2,450.

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#### 1. BACKGROUND/HISTORY

Every two years, the Office of Rural Community Affairs provides funding opportunities for small, rural cities with populations less than 50,000, and to counties that are not eligible for direct funding from HUD. The funding cycle deadline is anticipated to be August 31, 2008 with funding to be announced in early 2009. The grant maximum award for the region is \$250,000.

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

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

ORCA administers its CDBG programs according to the following goals:

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

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

## **2. FINDINGS/CURRENT ACTIVITY**

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

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

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

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

## **3. FINANCIAL IMPACT**

The \$2,450 fee for professional services provided by GDS, Inc. for the preparation of the application of funding to the ORCA under the CDBG 2009/2010 Funding Cycle will be absorbed in the Water & Sewer Fund Non-Departmental Budget unless sufficient funds are unavailable at year end. Should sufficient funds not be available at year end, a budget amendment will be required for this expenditure.

## **4. OPTIONS/RECOMMENDATION**

City Staff recommends authorization be granted to the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to provide all professional services associated with the design and preparation of application documents necessary for securing funding under the 2009/2010 Community Development Block Grant (CDBG) Program not to exceed \$2,450.

**ORDINANCE NO. 2008-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ANNEXING THE 11.01 ACRE TRACT (SEE EXHIBIT A) BEING BIG DIVIDE ROAD TO THE CITY OF COPPERAS COVE, TEXAS, AND EXTENDING THE BOUNDARY OF SAID CITY SO AS TO INCLUDE THIS TRACT WITHIN THE CITY LIMITS; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Copperas Cove is authorized to annex territory in accordance with V.T.C.A. Local Government Code, Section 43.021 and its home-rule charter by statute; and

**WHEREAS,** said tract proposed to be annexed is within the City's extraterritorial jurisdiction, is contiguous to the City, and owned by the City; and

**WHEREAS,** the City has published notices of hearings on said annexation and held hearings as appropriate; and

**WHEREAS,** the City Council held a public hearing on February 19, 2008 and on this date and voted to annex said tract into the City under the authority of Section 43-021 and Section 43-028 of the Local Government Code.

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

That the 11.01 acre tract described in the attached "Exhibit A" and known as Big Divide Road is hereby annexed into the City and that the boundary limits of the City are hereby extended to include said tract within the City Limits.

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

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

This ordinance shall become effective upon passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS**, this 11th day of March 2008; such meeting was held in compliance with the Open Meetings Act (Government Code, Article 551.001 et seq.), at which meeting a quorum was present and voting.

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Roger P. O'Dwyer, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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James R. Thompson, City Attorney

**FIELD NOTES**

**DESCRIPTION OF A TRACT OF LAND IN LAMPASAS COUNTY HEREIN DESCRIBED AS FOLLOWS:**

**COMMENCING** at the intersection of the center line of U. S. Highway 190 and the center line of Big Divide Road in Lampasas County;

**THENCE** N 19° 22' 15" W, a distance of 955.35 feet along and with the center line of Big Divide Road to a point on the northern City of Copperas Cove city limits line, being described as a tract of land situated in H.T. & B.R.R. Co. Survey No. 9 Block 2 Abstract 386, Lampasas and Coryell Counties, Texas, as filed in Ordinance No. 1997-23 for the **POINT OF BEGINNING**;

**THENCE** S 63° 30' 56" W, a distance of 30.23 feet along and with the northern City of Copperas Cove city limits line, and said tract of land situated in H.T. & B.R.R. Co. Survey No. 9 Block 2 Abstract 386;

**THENCE** along and with the western R.O.W. line of Big Divide Road, the following courses:

N 19° 22' 15" W, 3451.06 feet to a point;

N 18° 47' 43" W, 721.64 feet to a point on a tangent curve to the right;

**THENCE** along and with the western R.O.W. line of Big Divide Road, a distance of 207.46 feet along said curve, having radius of 844.48 feet and a chord bearing and distance of N 11° 53' 06" W, 206.94 feet, to a point;

**THENCE** N 05° 31' 16" W, a distance of 185.93 feet along and with the western R.O.W. line of Big Divide Road to a point on a tangent curve to the right;

**THENCE** along and with the western R.O.W. line of Big Divide Road, a distance of 406.24 feet along said curve, having radius of 716.58 feet and a chord bearing and distance of N 10° 43' 11" E, 400.82 feet, to a point;

**THENCE** N 26° 57' 38" E, a distance of 142.89 feet along and with the western R.O.W. line of Big Divide Road to a point on southern City of Copperas Cove city limits line, as described as Tract 5, 229.12 acres of land in Coryell and Lampasas Counties, out of and part of the J.M. Clements Survey, abstract number 1314, and the L.H. Martin Survey, abstract number 1329 as filed in Ordinance No. 1996-43;

**THENCE** S 76° 48' 10" E, along and with the southern City of Copperas Cove city limits line, and said Tract 5, at a distance of 81.65 feet, to a point;

**THENCE** S 26° 57' 38" W, a distance of 162.31 feet along and with the eastern R.O.W. line of Big Divide Road to a point on a tangent curve to the left;

**THENCE** along and with the eastern R.O.W. line of Big Divide Road, a distance of 361.28 feet along said curve, having radius of 637.27 feet and a chord bearing and distance of S 10° 43' 11" W, 356.46 feet, to a point;

**THENCE** S 05° 31' 16" E, a distance of 186.17 feet along and with the eastern R.O.W. line of Big Divide Road, to a point;

**THENCE** N 84° 38' 47" E, a distance of 20.00 feet to a point on a non-tangent curve to the right;

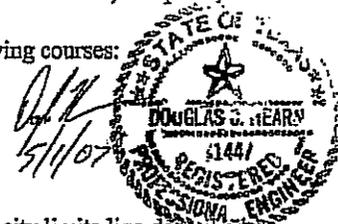
**THENCE** along and with the eastern R.O.W. line of Big Divide Road, a distance of 184.06 feet along said curve, having radius of 793.81 feet and a chord bearing and distance of S 12° 04' 47" E, 183.65 feet, to a point;

**THENCE** along and with the eastern R.O.W. line of Big Divide Road, the following courses:

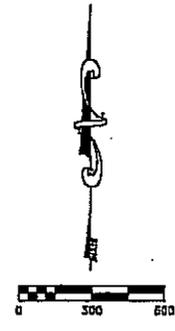
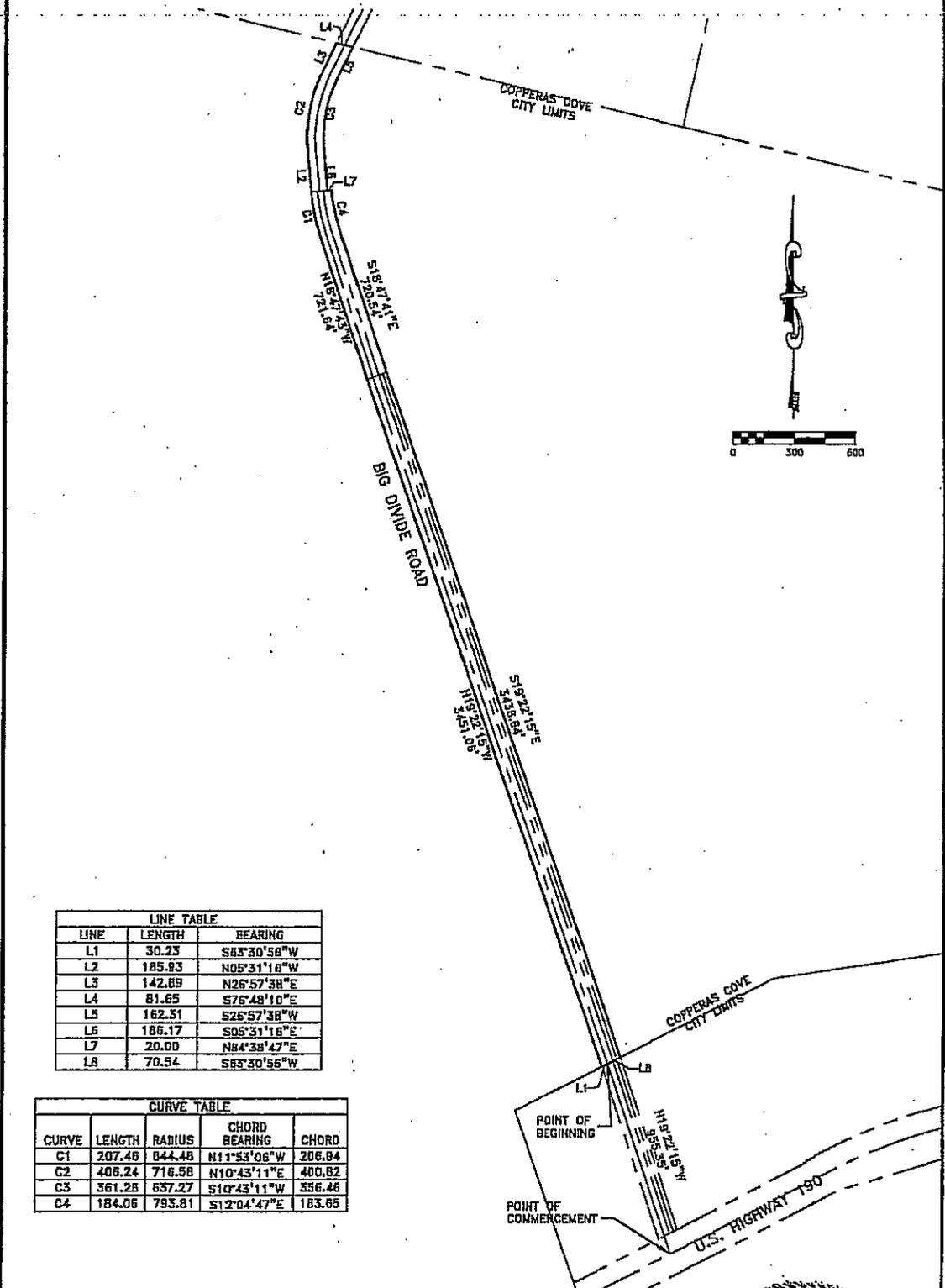
S 18° 47' 41" E, 720.54 feet to a point;

S 19° 22' 15" E, 3438.64 feet to a point;

**THENCE** S 63° 30' 56" W, along and with the northern City of Copperas Cove city limits line described in Ordinance No. 1997-23, a distance of 70.54 feet to the **POINT OF BEGINNING**, and containing 11.01 acres more or less.



SKETCH TO ACCOMPANY FIELD NOTES



LINE TABLE		
LINE	LENGTH	BEARING
L1	30.23	S83°30'58\"W
L2	185.83	N05°31'16\"W
L3	142.89	N25°57'38\"E
L4	81.65	S75°48'10\"E
L5	162.51	S25°57'38\"W
L6	185.17	S05°31'16\"E
L7	20.00	N84°38'47\"E
L8	70.54	S83°30'56\"W

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	207.45	844.48	N11°53'06\"W	206.94
C2	406.24	716.58	N10°43'11\"E	400.82
C3	361.28	637.27	S10°43'11\"W	356.48
C4	184.06	793.81	S12°04'47\"E	183.65

LEGEND

- FOUND IRON PIN
- SET IRON PIN
- ▣ FENCE POST
- FENCE
- == EDGE OF ASPHALT

*D. J. Heary*  
 5/1/07



A:\Project\Copperas\_Cove\Wind\_Eng\Drawings\DWG\11111111.dwg, 5/1/2007 2:00:07 PM, p007

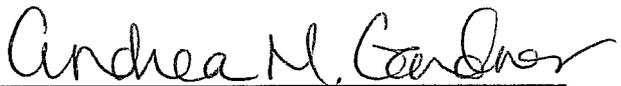
**PETITION REQUESTING ANNEXATION BY LANDOWNER**

TO THE MAYOR OF THE GOVERNING BODY OF COPPERAS COVE, TEXAS:

The undersigned acting for the City as owner of the hereinafter described tract of land, which is vacant and without residents, hereby petitions your honorable Body to extend the present city limits so as to include as part of the City of Copperas Cove, Texas, the following described territory, to wit:

11.01 acre tract of land known as the right of way of Big Divide Road which extends from the city limits just north of Highway 190 and south of Skyline Flats, Phase Two.

I certify that the above described tract of land is contiguous and adjacent to the City of Copperas Cove, Texas, is not more than one-half mile in width, that this petition is signed by the City Manager acting for the City of Copperas Cove as owner of this right-of-way.

  
Andrea M. Gardner, City Manager

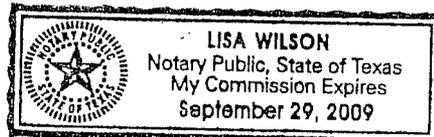
THE STATE OF TEXAS

COUNTY OF CORYELL

BEFORE ME, the undersigned authority, on this day, personally appeared Andrea M. Gardner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 17<sup>th</sup> day of Feb., 2008.

  
Notary Public in and for Coryell County,  
Texas



# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. H-1

Contact – Scott Wallace, Interim City Planner, 547-4221  
swallace@ci.copperas-cove.tx.us

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**SUBJECT: Public Hearing, consideration and action regarding Ordinance No. 2008-08, annexing an 11.01 acre tract of land known as Big Divide Road.**

---

#### 1. Background/History

The City is requesting voluntary annexation for the strip of Big Divide Road that extends from the city limits line just north of Highway 190 and south of Skyline Flats, Phase Two. The area of land involved includes a total of 11.01 acres.

Section 43.028 of the Local Government Code provides for this type of annexation by petition of the property owner (in this case, the City). The Code requires that the City Council take action by granting or refusing the petition and if granted, the City Council may, by ordinance, annex the property. This was done at the February 19th meeting.

The property consists of the right of way of Big Divide Road. The proposed use of this property is to provide access to Highway 190 from the subdivisions to the north.

#### 2. FINDINGS/CURRENT ACTIVITY

The City Council, even though it is not required, held a public hearing on this request February 19, 2008. This ordinance, if approved, will join the City Limits of Copperas Cove to include the described property.

#### 3. FINANCIAL IMPACT

None.

#### 4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council hold a second public hearing and approve Ordinance No. 2008-08.

**ORDINANCE NO. 2008-06**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, CHANGING THE ZONING DESIGNATION FOR A TRACT OF LAND CONSISTING OF 0.586 ACRES (SEE EXHIBIT A), LOCALLY KNOWN AS 808 LEONHARD, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT TO B-5 (BUSINESS DISTRICT).**

**WHEREAS,** the City of Copperas Cove Zoning Ordinance allows the City Council of the City of Copperas Cove to establish or change the zoning designations of properties within the city limits; and

**WHEREAS,** the Planning and Zoning Commission of the City of Copperas Cove held a public hearing on February 4, 2008 and voted to recommend approval of this zoning change to the City Council of the City of Copperas Cove; and

**WHEREAS,** the City Council of the City of Copperas Cove held the required public hearing concerning this change on February 19, 2008, and approved this change.

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

**Section 1**

That the property described as a tract of land consisting of 6.203 acres (see attached Exhibit A), locally known as 808 Leonhard, be given permanent zoning designation of B-5 Business District;

**Section 2**

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

**Section 3**

That this ordinance shall become effective upon passage.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS,** this 11th day of March 2008 at a regular meeting of the City Council of the City of Copperas Cove, Texas, which was held in compliance with the Open Meetings Act

(Texas Government Code, Article 551.001 et seq), at which meeting a quorum was present and voting.

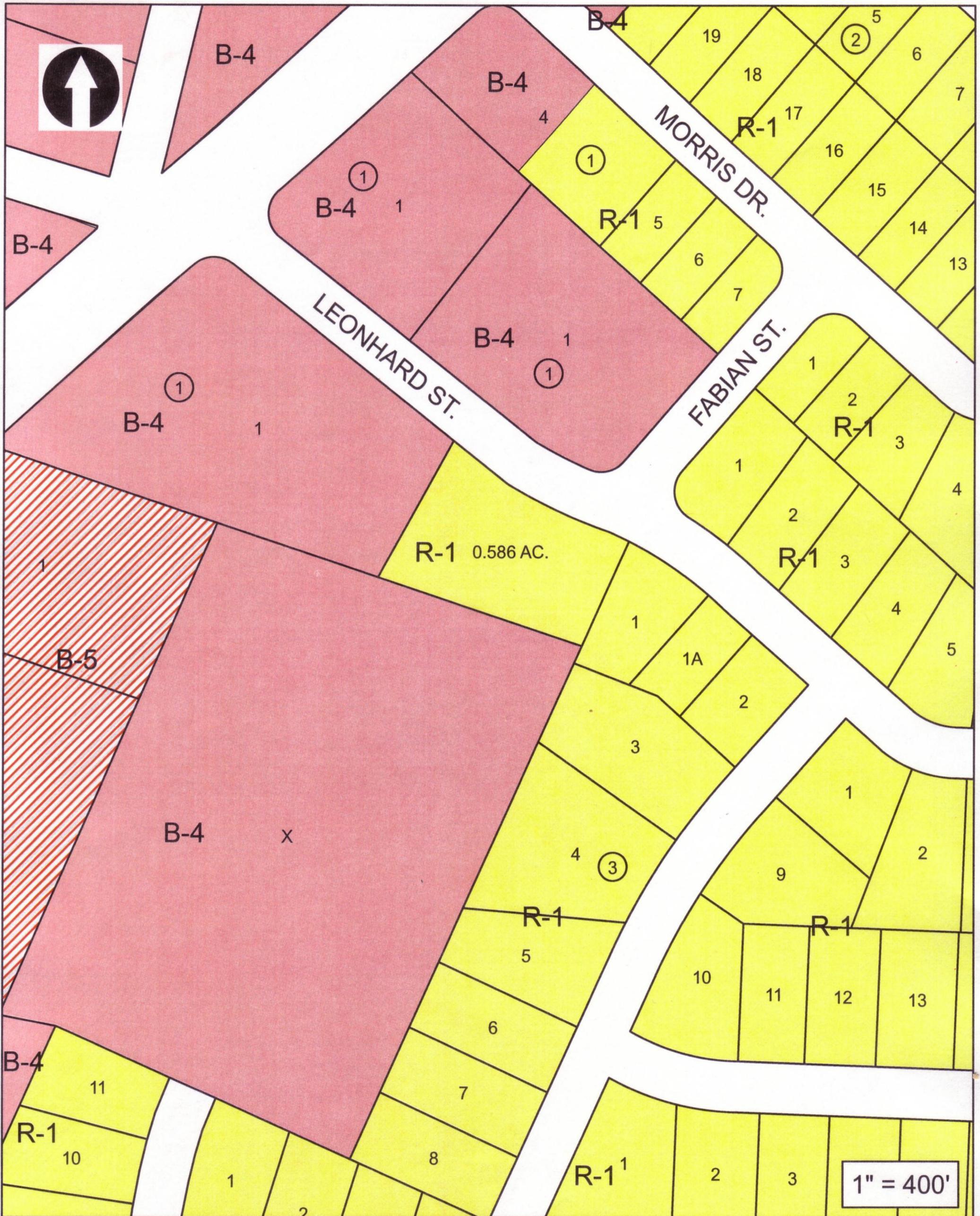
\_\_\_\_\_  
Roger P. O'Dwyer, Mayor

**ATTEST:**

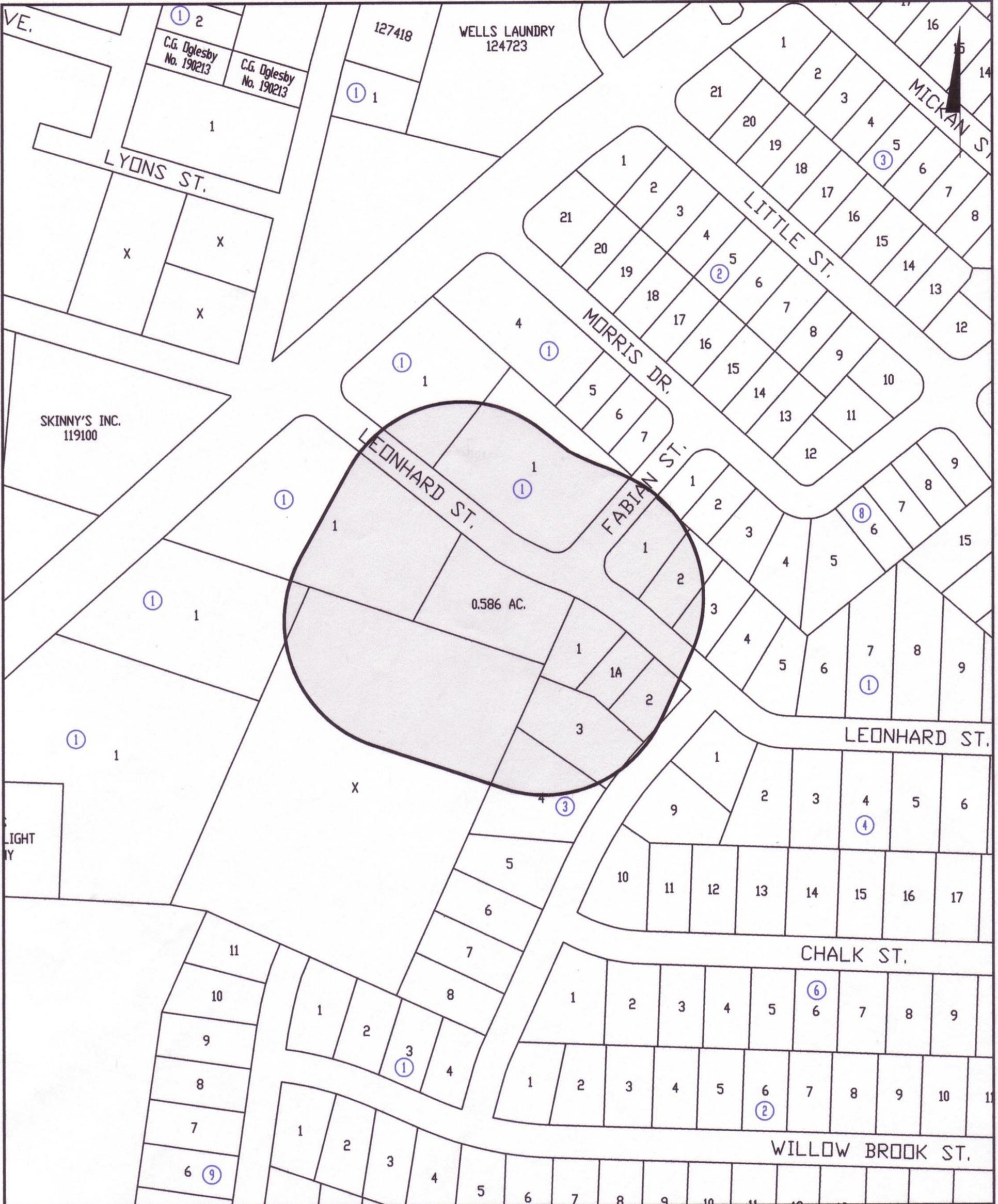
\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James R. Thompson, City Attorney



808 LEONHARD ST. - 0.586 AC. TRACT



# 808 LEONHARD ST.

## 200' ZONING RADIUS

DATE: 11-16-2007  
 REVISION: N/A  
 SCALE: N/A  
 DESIGNED BY: 1st = 200'  
 DRAWING FILE: City of Copperas Cove, TX.  
 SHEET: 800 Leonhard St.pdf  
 1 of 1

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

---

**SUBJECT: Staff Report – Application to Rezone 0.586 acre lot known as 808 Leonhard, from R-1 Single Family Residential District to B-5 Business District.**

To: Planning and Zoning Commission

From: Scott Wallace  
Interim City Planner

Date: February 1, 2008

---

**Application**

This application was submitted by Francisco and Ofelia Villa to request a zoning change for 808 Leonhard from R-1 Single Family Residential District to B-5 Business District. The property is currently an empty lot. The proposed use is for a welding shop.

**Location**

The property is located directly behind Auto Zone and across Leonhard Street from Ben's Service Center. The property contains of 0.586 acre.

**Surrounding Uses**

North - Business  
South - Single Family Residential Uses  
East - Business  
West - Business

**Existing Zoning**

The property is currently zoned R-1 Single Family Residential District. The area predominantly consists of B-4 Businesses with the exception of the single family house to the south.

**2007 Comprehensive Plan**

The 2007 Future Land Use Plan currently designates this property and this area north to Highway 190 "Retail/Office". This zoning request is not consistent with this designation.

**Findings**

After review of this rezone application, staff submits the following comments:

1. The application is somewhat consistent with the 2007 Future Land Use Plan in that it is a business zoned area but the B-5 is too extreme for an area that is directly adjoining an R-1 zone. Ideally, the B-5 zone adjoins suitable transitioning zones, such as B-4 (possibly B-3) or R-3, R-MH but not R-1. There are 9 homes within a 200 foot radius and possibly 15 that may be directly affected by this B-5 zone application.
2. The proposed B-5 zone would also open an array of other possible B-5 PERMITTED USES in the future. Uses such as truck (big rigs) sales and repairs, oil field chemicals, wrecker and towing, lumber yards, fuel oil (bulk), kennels, farming equipment sales and repairs, flea markets, and so on. A list of all (primarily) B-5 uses are attached.
3. "Welding" is shown as a PERMITTED USE within a B-5 zone and it is believe that the intent of the ordinance is to allow welding, to accompany or help assist with procedures that are

conducted within other “B-5 Permitted Uses”, that are normally needed to provide their services such as typical repairs to Trucks (Big Rigs), Farm Equipment, Tool and Equipment Rental, Heavy Machinery, Hardware, etc. Therefore, welding is listed as a “service” – repairs and the like vs. the fabrication, the consistent (or steady) process of producing a product or products, which are listed as manufacturing.

4. While redevelopment of this site has the potential for making a positive impact in this area, the proposed B-5 zoning does pose a potential negative impact on this neighborhood related to noise, smoke, rust/dust, light, aesthetics and possible evening/night activities. A lower intensity business zoning or a medium intensity residential use would be more appropriate for this location. Please see 20-19, Exceptions to B-5, underlined and highlighted.
5. The site is planned for redevelopment. 50’ setbacks and 6’ screening will be required along the south property line. The property will need to be platted prior to development.

### **Recommendations**

(This item was scheduled to be forwarded to the City Council on January 3, 2008 but was tabled at the last P&Z meeting.)

After more research, the welding shop would require the B-5 zoning but the metal fabrication and metal working machinery would require an actual manufacturing zoning. Considering the findings above and other information provided herein, staff recommends that the Commission request the applicant to consider amending the application to a more restrictive zone. This would not allow the welding shop but B-1 would allow primarily office uses that will tend to keep daytime hours and reduce the potential impact on this neighborhood. B-2, while it does allow some limited retail uses, also allows multifamily uses, which also may be more appropriate for this site. Should the applicant decide to amend their application to B-1 or B-2 staff would recommend approval. If the applicant chooses not to amend the application, staff recommends the application be denied.

(The Fire Department also has some issues with this zoning request.)

## Permitted Uses within B-5

Amusement facility (permanent)  
Auctions  
Bait/Live Bait Supplies  
Cemetery, Mausoleum  
Delivery  
Exterminating and Fumigating  
Farm and Gardening Supplies  
Flea Markets  
Framing Equipment, Sales and Repairs  
Fruit Stands  
Fuel Oil (Bulk)  
Heavy Machinery (Bull Dozers, etc.)  
Kennel and Veterinary (Small)  
Lumber Yards  
Machine Shop  
Manufactured Homes  
Marine Craft  
Masonry, Stone  
Military Surplus  
Monuments  
Outdoor Advertising (Billboards)  
Public Scales  
Refrigerated Warehouse – Storage  
Roofing/Sheet Metal Company  
RV Sales, Storage, Repair  
Tool and Equipment Rental  
Truck Rental (i.e. U-Haul, etc.)  
Truck Sales and Repair (including big rigs)  
Wrecker and Towing  
Wholesales of:  
Automobile and Other Motor Vehicles  
Automotive and Other Motor Vehicle Equipment  
Candy and Related Products  
Clothing and Apparel Accessories  
Commercial and Industrial Machinery, Equipment and Supplies  
Dairy Products  
Drugs, Druggist's Supplies and Sundries  
Electrical Appliances (including televisions and radios)  
Electrical Equipment, Wiring Supplies and other similar construction material  
Electronic Parts and Equipment

Fabric  
Farm Machinery and Equipment  
Farm Products (raw materials)  
Furniture and Home Furnishings  
Groceries and Related Products  
Hardware  
Heating, Ventilation, Air Conditioning Equipment  
Liquor Store Off-Premise Consumption (unrestricted)  
Livestock  
Meat and Meat Products  
Oil Field Chemicals (production and/or storage)  
Produce  
Textile and Textile Products  
Tobacco Products  
Vending Machines and Vending Machine Merchandise

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. H-2

Contact – Scott Wallace, Interim City Planner, 547-4221  
swallace@ci.copperas-cove.tx.us

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**SUBJECT: Public hearing, consideration and action on Ordinance No. 2008-06, providing a zoning change for a tract of land, locally known as 808 Leonhard, that is located directly behind Auto Zone and across Leonhard Street from Ben's Service Center, consisting of 0.586 acre, from R-1 Single Family Residential District to B-5 Business District, providing a savings clause; and declaring an effective date.**

---

#### 1. Background/History

- a. 11/08/07 – Francisco & Ofelia Villa (property owners) requested a zone change from R-1 to B-5.
- b. 12/02/07 – P&Z held a public hearing that included this rezone. City Staff recommended denial and the item was tabled to allow the business owner to submit additional information to the planner.
- c. 01/07/08 – P&Z held second scheduled public hearing regarding the matter at which time the owner had not provided the additional information that had been requested by the planner. Once again, the Commission tabled the matter.
- d. 02/04/08 – P&Z held a third public hearing that included this rezone. Prior to the meeting, the business owner met with city planner and described in detail; setbacks, types of construction to be used, amounts of volatile compressed gasses, etc, and the type of operations that would be conducted at the location. The business owner, Mr. Morris, also explained the same to the P&Z Commissioners. City Fire Marshal Bob Martin expressed concerns regarding health and safety issues associated with a B-5. Against staff recommendations, commissioners voted 4-1 to recommend approval to the City Council.
- e. 02/19/08 – City Council held a public hearing which included this rezone and, after much discussion, the rezone was tabled in order for the planner to research the possibilities of specific use or similar zonings.

## 2. FINDINGS/CURRENT ACTIVITY

- a. A specific use zone is not allowed according to the City of Copperas Cove zoning ordinances.
- b. A PDD (Planned Development District) is the only method of acquiring specific use type zones. A PDD primarily addresses creative and imaginative design of land development and the flexibility of site and design requirements as well as requiring tangible benefits in the form of provisions of *exceptional amenities, design excellence*, etc. The waiver of any requirement shall be the direct cause of *accrual of positive benefits* to the neighborhood and/or community.
- c. Within a PDD, extreme caution is taken to protect both those adjacent to the property and those found within the PDD. *In no case* should a PDD ever be approved where a B-5 encroaches upon an R-1 according to good city planning practices and the PDD and Future Land Use Objectives.
- d. The existing zoning ordinance specifically addresses B-5 zones that are listed as commercial with hazardous occupancy or using special hazardous materials as defined in the International Building Code. This particular rezone and use is plainly spelled out as such in 306.3 Factory Industrial, Metal products (fabrication and assembly).

## 3. FINANCIAL IMPACT

No significant impact is expected.

## 4. ACTION OPTIONS/RECOMMENDATION

- a. City Staff recommends the City Council hold a public hearing on this item. While the Planning and Zoning did vote to recommend approval, City Staff (Planning, Building, Fire Department) respectfully recommends Ordinance 2008-06 be denied.
- b. City Staff recommends Council adhere to previously adopted city ordinance which states:

### **Sec. 20-19. Business and professional**

#### **Exceptions to B-5:**

(b) Any commercial use listed as a hazardous occupancy or using special hazardous materials as defined in the International Building Code shall require a special use permit. No building or occupancy permit shall be issued for any of these uses until and unless the location of such use shall have been approved by the Planning and Zoning Commission and the City Council.

The Planning and Zoning Commission and the City Council shall consider any application and request the advice and recommendation of the City Fire Department, Building Department, health department and any other applicable departments in consideration of granting an application approval.

If the Commission and council find that the location desired and the use requested will not be dangerous to the health, safety, and public welfare of the city in general and the surrounding neighborhood in particular, it shall approve the application. If, on the other hand, the Commission or Council finds that the location desired and the use requested will gravely endanger the safety of the city and the surrounding neighborhood by reason of fire or explosion or that the use desired at such location will seriously affect the health, welfare, and comfort of the city and the surrounding neighborhood by reason of the emission of foul, offensive or hazardous odors and or gases or the discharge of smoke or dust, it will deny the application for approval of the use at that location.

Any use granted an occupancy permit by the city will be required to comply with building, fire and any other Codes that would be required for occupancy in a "Fire District", as well as other applicable codes and ordinances.

Once granted a certificate of occupancy no change of occupancy for any of these uses will be allowed without prior review and approval as described above.

RECEIVED  
2-26-08

February 18, 2008

Brian C. England  
Attorney at Law  
P.O. Box 469002  
Garland, Texas 75046-9002

Andrea M. Gardner  
P.O. Drawer 1449  
507 S. Main Street  
Copperas Cove, Texas 76552

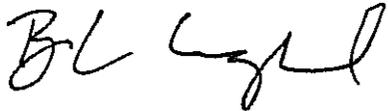
Re: Offer to Purchase Property (Grimes Crossing Road and Topsey Road)

Dear Ms. Gardner,

This letter is to notify you that I have been retained by the McLendon Morris family to assist them in the sale of real property located near the intersection of Grimes Crossing Road and Topsey Road (FM113). My client feels your offer of \$26,000.00 per acre for a 4.0 acre tract of land is reasonable if the City of Copperas Cove agrees to pay all reasonable expenses associated with the real property transaction (including but not limited to title costs, recording, surveying, any necessary platting, attorney fees, document preparation and the like).

Within the next week, I will be sending you a first proposed draft of the sales contract containing the material terms of the agreement. If I can be of any assistance please do not hesitate to call me at 214-802-5918. I can also be reached at [briancengland@yahoo.com](mailto:briancengland@yahoo.com). I look forward to working with you on this matter.

Yours truly,



Brian C. England  
Attorney at Law

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. I-1

Contact – Dennis Haas, Fire Chief, 547-2514  
dhaas@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action, authorizing the purchase of 4.0 acres of land located at the northwest corner of FM 1113 and Grimes Crossing Road.**

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#### 1. BACKGROUND/HISTORY

Fire Station #2, located at 1208 West Avenue B, next to the City's Civic Center was constructed in 1977 and had an additional apparatus bay and storage rooms added on in the late 1980's.

As discussed in a Council Workshop on November 6, 2007, the station is in need of considerable repair and needs to be enlarged so as to provide adequate space for increased number of personnel.

#### 2. FINDINGS/CURRENT ACTIVITY

Current and projected City growth along Summers Road including House Creek North and The Meadows subdivisions, along with planned development along Big Divide Road demand that Fire Station #2 be relocated in order to maintain acceptable response times.

Based on current and projected growth, the area of Big Divide Road and FM 1113 was identified as the area of choice for relocation in order to facilitate response routes along the major roadways of FM 1113, Big Divide Road and Summers Road.

The City approached the owners of the proposed property in Fall 2007 inquiring about the purchase of this property. In an Executive Session on February 5, 2008, City Council authorized the City Manager to make an offer to purchase 4.0 acres of property. We received an acceptance of our offer on February 19, 2008 from the property owners at \$26,000 per acre.

#### 3. FINANCIAL IMPACT

The total purchase price of \$104,000, plus all reasonable expenses associated with the real property transaction, will be included in the proposed 2008 tax notes

anticipated for issuance in April 2008. Upon issuance of the tax notes and receipt of the funds from the issuance, the purchase will be completed. Should the tax note issuance prove unsuccessful, funding will be required through a budget amendment or inclusion in the FY 2009 budget.

**4. Action / Recommendation**

City Staff recommends that City Council approve the purchase of 4.0 acres of land located at the northwest corner of FM 1113 and Big Divide Road as presented.

**Appointment Resource Form For Volunteers**  
(Boards, Commissions & Committees)

Name Neva Moten Date 2-20-2008

Address 3013 Veterans Ave, @Cove

Home Phone 547-1162 Office Phone \_\_\_\_\_ Mobile Phone 254-290-0210

Fax \_\_\_\_\_ E-mail lmoten@hotmail.com

Occupation Retired

Volunteer/Community Service Board member Chamber Commerce, Copperas Cove  
board member Texas Partners Federal Credit Union

Professional Affiliations Fort Hood Assoc. Realtor

Areas of Interest \_\_\_\_\_

Education B.S. Texas Tech

I would like to be considered for the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Planning and Zoning Commission          | <input type="checkbox"/> Animal Control Advisory Committee       |
| <input type="checkbox"/> Board of Adjustment                     | <input type="checkbox"/> Housing Authority                       |
| <input checked="" type="checkbox"/> Library Advisory Board       | <input type="checkbox"/> Hospital Authority                      |
| <input type="checkbox"/> Fact Finding and Advisory Committee     | <input type="checkbox"/> Economic Development Corporation        |
| <input type="checkbox"/> Election Judge/Election Clerk/Alternate | <input type="checkbox"/> Keep Copperas Cove Beautiful Commission |
| <input type="checkbox"/> Other _____                             |  |

Please return this form along with a resume to:  
Jane Lees, CMC, City Secretary, City of Copperas Cove, P.O. Drawer 1449, 507 South Main Street, Copperas Cove TX 76522  
Phone: 254-547-4221 - Fax: 254-547-5116 - jlees@ci.copperas-cove.tx.us

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. I-2

Contact – Peg Fleet, Library Director, 547-3826  
pfleet@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on the appointment of an individual to the Library Advisory Board for the period March 12, 2008 – March 30, 2010.**

---

**1. BACKGROUND/HISTORY**

Library Advisory Board members are normally appointed by the City Council for a three-year term. Board members meet monthly to review, discuss, and provide input on library issues. The Board currently has two vacancies resulting from expired terms for which there were no applicants at the time that the outgoing members completed their terms.

**2. FINDINGS/CURRENT ACTIVITY**

Neva Moten wishes to serve on the Library Advisory Board. She has submitted an application, which is attached for consideration.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends that the City Council appoint Neva Moten to the Library Advisory Board for the period March 12, 2008 – March 30, 2010.



# AIA<sup>®</sup> Document G802<sup>™</sup> – 2007

## ***Amendment to the Professional Services Agreement***

Amendment Number: 001

**TO:** Chief Tim Molnes  
*(Owner or Owner's Representative)*

In accordance with the Agreement dated: December 1, 2006

**BETWEEN** the Owner:  
*(Name and address)*  
City of Copperas Cove  
507 S. Main Street  
Copperas Cove, TX 76522

and the Architect:  
*(Name and address)*  
Brinkley Sargent Architects  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254

for the Project:  
*(Name and address)*  
Copperas Cove Police Facility

Authorization is requested  
 to proceed with Additional Services.  
 to incur additional Reimbursable Expenses.

As Follows:  
Request to Increase Fees & Reimbursables as follows:

City Manager Authorized (November 20, 2007) an increase in the construction budget to \$7,956,000 (Ref. Exhibit A). Project budget increased to \$9,763,840. Professional fees included within Exhibit A were estimates with final scopes to be negotiated. This additional service authorization includes final negotiated consultant contracts relative to a new 2.9 acre site located at Avenue E. (Reference Exhibit B)

Fees are to be adjusted accordingly as referenced in Exhibit J.

The following adjustments shall be made to compensation and time.  
*(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)*

Compensation:  
Add \$383,840.00

Time:  
Reference enclosed Exhibit H.

---

**SUBMITTED BY:**

---

**AGREED TO:**

---

*(Signature)*

---

*(Signature)*

---

Harold E. Sargent, AIA, President

---

*(Printed name and title)*

---

*(Printed name and title)*

---

February 19, 2008

---

*(Date)*

---

*(Date)*

**Exhibit A**  
**Project Budget**  
**City of Copperas Cove**  
**Police Building**  
**November 20, 2007**

	PROGRAM 12/1/05	CONTRACT 12/1/06	C.M. MEETING 3/9/06	11/1/07	11/20/07	
<b>Testing Services</b>						
Subsurface Soils	8,000	8,000	8,000	8,000	8,000	
Construction Materials / Inspection	48,000	48,000	48,000	48,000	48,000	
<b>Total Testing</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	Note E
<b>Construction</b>						
Building Police	4,826,500	5,115,000	5,115,000	6,820,000	7,479,000	Note B
Building Jail	1,300,000	1,378,000	1,378,000	1,638,000	0	Note D
Building Sallyport	117,000	125,000	125,000	181,000	0	Note D
Building Site Support Buildings	47,000	56,000	56,000	149,000	0	Note D
Parking / Site Development	558,000	593,000	593,000	1,087,000	0	Note D
Off-Site Storm/Water Utility Development	0	0	0	0	0	Note D
Site Demolition	0	0	0	0	0	Note D
Water Retention System	40,000	41,000	41,000	55,000	0	Note D
Emergency Generator	70,000	74,000	74,000	99,000	0	Note D
Site Fence	21,000	107,000	107,000	180,000	0	Note D
Landscape	40,000	42,000	42,000	80,000	0	Note D
Construction Contingency	351,000	377,000	377,000	542,000	477,000	Note C
<b>Total Construction</b>	<b>7,370,500</b>	<b>7,908,000</b>	<b>7,908,000</b>	<b>10,831,000</b>	<b>7,956,000</b>	Note E
<b>FF&amp;E</b>						
Furniture	420,000	420,000	420,000	407,000	407,000	Note F
IT Backbone / Voice Data Cabling	64,500	64,500	64,500	94,000	0	Note G
IT Video Surveillance/Security System	0	0	0	72,000	0	Note G
Telephone/Paging	52,500	52,500	52,500	92,000	92,000	Note H
AV Equipment	98,000	98,000	98,000	130,000	60,000	Note J
Police Lab Furnishings	28,000	28,000	28,000	37,000	24,000	Note K
Detention Furniture/Appliances	12,000	12,000	12,000	18,000	18,000	
<b>Total FF&amp;E</b>	<b>675,000</b>	<b>675,000</b>	<b>675,000</b>	<b>850,000</b>	<b>601,000</b>	Note E
<b>City Budgets</b>						
Construction Manager (Pre-Construction)	0	0	0	12,000	12,000	Note O
Electrical Service Impact Fees/Fibre	70,000	70,000	70,000	110,000	110,000	Note N
Gas Service to Site	10,000	10,000	10,000	10,000	10,000	Note N
Existing Utilities to Underground	0	0	0	0	0	Note M
Moving Costs	5,000	5,000	5,000	10,000	10,000	
Landscape Materials/Irrigation	0	0	0	0	30,000	Note P
Site Survey	6,000	6,000	6,000	8,000	8,000	
Communications Equipment/Relocation	50,000	50,000	50,000	67,000	67,000	Note L
Communications Tower / Antenna	0	0	0	0	0	Note M
Civil Engineering (Off-Site)	0	0	0	0	0	Note M
Owner Contingency	7,000	7,000	7,000	20,000	20,000	
<b>Total City Budgets</b>	<b>148,000</b>	<b>148,000</b>	<b>148,000</b>	<b>237,000</b>	<b>267,000</b>	Note E
<b>Professional Fees</b>						
Needs Assessment	27,200	0	0	0	0	
A/E Basic Services	590,000	444,000	633,000	866,000	444,000	Note Q
A/E Supplemental Services	0	0	0	0	192,840	Note E
As-Built Drawings	6,000	0	6,000	8,000	6,000	Note E
Cost Estimating	9,000	0	9,000	10,000	0	Note O
Civil Engineering	42,000	34,000	42,000	42,000	42,000	Note E/R
Civil Platting	0	0	0	0	0	Note M
Landscape Design	0	0	0	14,000	0	Note P
Audio/Visual/Video/Acoustic Engineer	34,000	0	34,000	48,000	32,000	Note E/R
ADA Consultant	6,000	0	6,000	7,000	7,000	Note E/R
Information Technology Consultant	42,000	0	42,000	60,000	60,000	Note E/R
Interior Design/Furniture Selection	42,000	0	42,000	52,000	52,000	Note E
Reimbursables	72,000	22,000	72,000	48,000	48,000	Note E/R
<b>Total Professional Fees</b>	<b>870,200</b>	<b>500,000</b>	<b>886,000</b>	<b>1,155,000</b>	<b>883,840</b>	Note E
<b>Total Project Budget</b>	<b>9,119,700</b>	<b>9,287,000</b>	<b>9,673,000</b>	<b>13,129,000</b>	<b>9,763,840</b>	Note A/E

**Notes**

- |   |   |
|---|---|
| <p>A. Project Schedule<br/> 11/07 Design Start<br/> 10/08 Bid<br/> 11/08 Construction Start<br/> 8/09 Furniture Bid<br/> 2/10 Occupancy</p> <p>B. City Manager approved budget 11/20/07. (Contingency removed)</p> <p>C. Balance (6%) of approved 11/20/07 budget</p> <p>D. Construction cost moved to building police</p> <p>E. City Manager approved budget 11/20/07</p> <p>F. 26,231 s.f. @ \$15.50/s.f.</p> | <p>G. Moved to construction budget</p> <p>H. 26,231 s.f. @ \$3.50/s.f.</p> <p>J. Community/training/communications/briefing</p> <p>K. Fume hoods/drying cabinets</p> <p>L. 3 stations @ communications relocation City provided cost</p> <p>M. Not required as part of this budget</p> <p>N. No data available for estimate</p> <p>O. CMAR method of construction delivery</p> <p>P. Landscape design/construction by City</p> <p>Q. Original contract dated 12/1/06</p> <p>R. Fee is an estimate. Final fee to be negotiated based upon scope definition</p> |
|---|---|

**Exhibit B**  
**Project Budget**  
**City of Copperas Cove**  
**Police Building**  
**January 21, 2008**

	C.M.						
	PROGRAM 12/1/05	CONTRACT 12/1/06	MEETING 3/9/06	11/1/07	11/20/07	1/21/08	
<b>Testing Services</b>							
Subsurface Soils	8,000	8,000	8,000	8,000	8,000	8,000	
Construction Materials / Inspection	48,000	48,000	48,000	48,000	48,000	48,000	
<b>Total Testing</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	<b>56,000</b>	Note E
<b>Construction</b>							
Building Police	4,826,500	5,115,000	5,115,000	6,820,000	7,479,000	7,479,000	Note B
Building Jail	1,300,000	1,378,000	1,378,000	1,638,000	0	0	
Building Sallyport	117,000	125,000	125,000	181,000	0	0	
Building Site Support Buildings	47,000	56,000	56,000	149,000	0	0	
Parking / Site Development	558,000	593,000	593,000	1,087,000	0	0	
Off-Site Storm/Water Utility Development	0	0	0	0	0	0	
Site Demolition	0	0	0	0	0	0	
Water Retention System	40,000	41,000	41,000	55,000	0	0	
Emergency Generator	70,000	74,000	74,000	99,000	0	0	
Site Fence	21,000	107,000	107,000	180,000	0	0	
Landscape	40,000	42,000	42,000	80,000	0	0	
Construction Contingency	351,000	377,000	377,000	542,000	477,000	477,000	Note C
<b>Total Construction</b>	<b>7,370,500</b>	<b>7,908,000</b>	<b>7,908,000</b>	<b>10,831,000</b>	<b>7,956,000</b>	<b>7,956,000</b>	Note E
<b>FF&amp;E</b>							
Furniture	420,000	420,000	420,000	407,000	407,000	407,000	Note F
IT Backbone / Voice Data Cabling	64,500	64,500	64,500	94,000	0	0	Note G
IT Video Surveillance/Security System	0	0	0	72,000	0	0	Note G
Telephone/Paging	52,500	52,500	52,500	92,000	92,000	92,000	Note H
A/V Equipment	98,000	98,000	98,000	130,000	60,000	60,000	Note J
Police Lab Furnishings	28,000	28,000	28,000	37,000	24,000	24,000	Note K
Detention Furniture/Appliances	12,000	12,000	12,000	18,000	18,000	18,000	
<b>Total FF&amp;E</b>	<b>675,000</b>	<b>675,000</b>	<b>675,000</b>	<b>850,000</b>	<b>601,000</b>	<b>601,000</b>	Note E
<b>City Budgets</b>							
Construction Manager (Pre-Construction)	0	0	0	12,000	12,000	12,000	Note O
Electrical Service Impact Fees/Fibre	70,000	70,000	70,000	110,000	110,000	110,000	Note N
Gas Service to Site	10,000	10,000	10,000	10,000	10,000	10,000	Note N
Existing Utilities to Underground	0	0	0	0	0	0	Note M
Moving Costs	5,000	5,000	5,000	10,000	10,000	10,000	
Landscape Materials/Irrigation	0	0	0	0	30,000	30,000	Note P
Site Survey	6,000	6,000	6,000	8,000	8,000	8,000	
Communications Equipment/Relocation	50,000	50,000	50,000	67,000	67,000	67,000	Note L
Communications Tower / Antenna	0	0	0	0	0	0	Note M
Civil Engineering (Off-Site)	0	0	0	0	0	0	Note M
Owner Contingency	7,000	7,000	7,000	20,000	20,000	20,000	
<b>Total City Budgets</b>	<b>148,000</b>	<b>148,000</b>	<b>148,000</b>	<b>237,000</b>	<b>267,000</b>	<b>267,000</b>	Note E
<b>Professional Fees</b>							
Needs Assessment	27,200	0	0	0	0	0	
A/E Basic Services	590,000	444,000	633,000	866,000	444,000	444,000	Note Q
A/E Supplemental Services	0	0	0	0	192,840	236,480	Note R
As-Built Drawings	6,000	0	6,000	8,000	6,000	6,000	Note D
Cost Estimating	9,000	0	9,000	10,000	0	0	Note O
Civil Engineering	42,000	34,000	42,000	42,000	42,000	34,000	Note D
Civil Platting	0	0	0	0	0	0	Note M
Landscape Design	0	0	0	14,000	0	0	Note P
Audio/Visual/Video/Acoustic Engineer	34,000	0	34,000	48,000	32,000	12,000	Note D
ADA Consultant	6,000	0	6,000	7,000	7,000	1,460	Note D
Information Technology Consultant	42,000	0	42,000	60,000	60,000	25,500	Note D
Interior Design/Furniture Selection	42,000	0	42,000	52,000	52,000	70,000	Note D
Reimbursables	72,000	22,000	72,000	48,000	48,000	54,400	Note D
<b>Total Professional Fees</b>	<b>870,200</b>	<b>500,000</b>	<b>886,000</b>	<b>1,155,000</b>	<b>883,840</b>	<b>883,840</b>	Note E
<b>Total Project Budget</b>	<b>9,119,700</b>	<b>9,287,000</b>	<b>9,673,000</b>	<b>13,129,000</b>	<b>9,763,840</b>	<b>9,763,840</b>	Note A/E

**Notes**

- |  |   |
|--|---|
| <p>A. Project Schedule</p> <p>    11/07 Design Start</p> <p>    10/08 Bid</p> <p>    11/08 Construction Start</p> <p>    8/09 Furniture Bid</p> <p>    2/10 Occupancy</p> <p>B. City Manager approved budget 11/20/07. (Contingency removed)</p> <p>C. Balance (6%) of approved 11/20/07 budget</p> <p>D. Final negotiated contract</p> <p>E. City Manager approved budget 11/20/07</p> <p>F. 26,231 s.f. @ \$15.50/s.f.</p> | <p>G Moved to construction budget</p> <p>H. 26,231 s.f. @ \$3.50/s.f.</p> <p>J. Community/training/communications/briefing</p> <p>K. Fume hoods/drying cabinets</p> <p>L. 3 stations @ communications relocation City provided cost</p> <p>M. Not required as part of this budget</p> <p>N. No data available for estimate</p> <p>O. CMAR method of construction delivery</p> <p>P. Landscape design/construction by City</p> <p>Q. Original contract dated 12/1/06</p> <p>R. 8% of additional construction budget (\$2,956,000) per contract</p> |
|--|---|

# EXHIBIT C

WALKER, WIEDERHOLD, & ASSOCIATES, L.L.C.  
CIVIL ENGINEERS

November 26, 2007

Brinkley Sargent Architects  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254

Attn: Harold Sargent, AIA

Re: City of Copperas Cove – New Police Facility  
Project No.: 2-01289

Dear Mr. Sargent:

As per your request, I am furnishing this proposal for engineering services relative to the City of Copperas Cove New Police Facility at the site purchased from the Copperas Cove Independent School District.

The following is our breakdown of professional service fees:

• Civil Site Work Design relative to the building & parking lot .....	\$23,000.00
• Construction Survey Staking .....	\$6,000.00
• <u>Construction Phase Services (Resident Project Representative) .....</u>	<u>\$5,000.00</u>
<b>Total Phase II Fees .....</b>	<b>\$34,000.00</b>

If you have any questions, please contact me.

Sincerely,



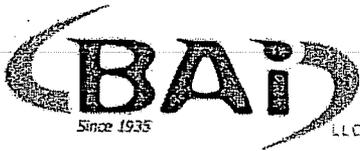
Otto E. Wiederhold, P. E.  
President – Walker, Wiederhold, & Associates, L. L. C.

OEW:lg

U. S. Postal Service & e-mail

Cc: Project File 2-01289

# EXHIBIT D



CONSULTANTS IN ACOUSTICS, AUDIOVISUAL, AND INFORMATION TECHNOLOGIES  
4006 SPEEDWAY AUSTIN, TEXAS 78751-4628 voice: 512-476-3464 fax: 512-476-9442 www.baiaustin.com

12.03.2007

Mr. Greg Read AIA  
Brinkley Sargent Architects  
5000 Quorum, Suite 600  
Dallas, TX 75254

**Re: Copperas Cove Police Facility – Copperas Cove, Texas**

Dear Greg:

Per your request, I am pleased to submit the following proposal for audiovisual system and acoustic design services. These services include audiovisual system programming, audiovisual support infrastructure contract documents, audiovisual system contract documents, construction administration, final audiovisual system, support infrastructure checkout and reporting, and acoustic design services. All areas of the above referenced building as indicated in the recent email dated 11.27.07 are included in the scope of this proposal. This includes a Community Room, Briefing Room, and Dispatch Room with an audiovisual budget of approximately \$90,000. Acoustic services cover the entire 34,000 square foot building.

I have broken down the audiovisual design services into (4) four audiovisual phases and acoustics.

## **I. Audiovisual Design Services Include The Following:**

### **A. Programming:**

This will consist of client interviews and the formulation of the audiovisual budget and program for all audiovisual systems and spaces. Audiovisual budgets and narratives will be prepared detailing and explaining the functionality and cost of the proposed systems. Meetings and interviews with the client representatives will be conducted to achieve a budget and program within the budgetary guidelines. In addition, we will work with the architectural design team to coordinate all architectural and electrical provisions associated with the audiovisual systems.

### **B. Audiovisual Building Infrastructure Contract Documents**

This would include coordination and design of all audiovisual building support and infrastructure systems as required. This would include contract document preparation for all audiovisual related electrical and architectural support systems. Documents will be produced utilizing Autocad ver. 2004, and Microsoft Word.

### **C. Audiovisual System Bid Documents**

This phase includes the coordination and design for all audiovisual systems as outlined during the programming phase. In addition, review meetings will be arranged to verify budget, scope and functionality upon completion of the audiovisual bid packages. This proposal makes

the assumption that the audiovisual document packages will likely not substantially exceed \$90,000.00 in equipment and labor costs.

Documents will be produced utilizing Autocad ver. 2004, and Microsoft Word.

#### **D. Construction Administration and Final System Checkout**

This phase includes on-site inspection of all completed audiovisual systems, support infrastructure, as well as system inspection testing and reporting. This also includes construction and audiovisual as-built reviews and field coordination with building contractors.

### **II. Acoustic Design Services Include The Following:**

#### **A. Internal Acoustics of Occupied Spaces:**

Determine the acoustical environment needed within each function space to allow the spaces to operate in a manner consistent with the program of the spaces. Assist the A/E through the development of project design in the assignment of such acoustical finishes as are required to meet the acoustical requirements of the facility.

Provide such drawings, sketches and written reports as are required or requested by the A/E to enable the A/E to include the consultant's recommendations into the project documents. Review and comment as required during construction any shop drawings or submittals concerned with acoustical materials.

#### **B. Sound Transmission Control:**

Develop STC and NIC ratings of wall, floor and ceiling constructions necessary to properly achieve sound transmission control between occupied spaces. Such spaces may include any of those listed under Item I above where they may share common architectural construction such as walls, floors and ceilings. Where special requirements above building standard are deemed to exist, assist the A/E in developing and detailing architectural constructions needed to achieve the STC and NIC criteria. Provide ongoing review of this portion of the scope of services during construction documents.

#### **C. Architectural Control of Mechanical Noise Sources:**

Architectural control of mechanical noise sources is achieved using wall, floor and ceiling constructions of sufficient STC and NIC ratings to architecturally separate occupied spaces from mechanical noise sources. Assist the A/E in the development of such architectural construction. Provide all services as listed under Item II above for these architectural elements.

#### **D. Mechanical Control of Mechanical Noise Sources:**

Provide schematic criteria to the A/E regarding mechanical system noise control, to include as a minimum the following: Duct air velocities, duct layout criteria, diffuser, selection criteria, overall NC requirements, volume damper location criteria and Duct airflow device criteria Assist the A/E in the development of mechanical system design to meet criteria. Provide ongoing reviews of mechanical and electrical drawings to insure criteria are being met. Assist the A/E in review of submittals and shop drawings during construction as required to insure compliance with project documents.



**III. Proposed Audiovisual Design Fees Are As Follows:**

A. Programming and Conceptual Design	\$ 1,200.00
B. Audiovisual System Infrastructure Documents	\$ 2,800.00
C. Audiovisual Systems Contract Documents	\$ 4,200.00
<b><u>D. Construction Administration and Final System Check-out</u></b>	<b><u>\$ 1,900.00</u></b>

**Audiovisual Sub-Total: \$ 10,100.00**

**IV. Proposed Acoustic Fees: \$ 1,900.00**

**Total Fees Not To Exceed: \$ 12,000.00**

We will invoice on a mutually agreeable basis. We suggest that our invoices be submitted at the end of each phase of work. We will commit to meeting the project schedule.

**Additional Services and Travel Expenses:**

Changes in the scope of the project or in services requested may be considered additional services. At your request, we will prepare a lump sum fee proposal for your approval prior to undertaking any work involving substantial additional services. Travel, associated expenses and plotting charges are not included in the total fee amount indicated above and shall be invoiced as indicated below.

**Documented Travel and Expenses: Reimbursable at cost**  
**Reimbursable Expenses: Reimbursable at cost**

We appreciate the opportunity to work with you and your firm on this project. If you have any questions or comments, please contact me anytime.

Sincerely,  
BAi, LLC

*Chris R. Roberts*

Chris R. Roberts  
Principal  
CRR/crr

cc:  
Hal Sargent - BSA  
File

# EXHIBIT E



ACCESS by DESIGN

ACCESSIBILITY CONSULTANTS Access by Design Inc. 8140 Walnut Hill Lane Suite 850 Dallas Texas 75231 Tel 214 348 7756 Fax 214 348 7367 www.abyd.com

December 5, 2006

Mr. Harold Sargent  
Brinkley Sargent Architects  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254

Re: **Copperas Cove Police Facility**  
**Copperas Cove, Texas**  
**Proposal for Accessibility Consulting Services**

Dear Mr. Sargent:

Access by Design, Inc. ("AbyD" and/or the "Consultant") is pleased to submit this proposal for Consulting Services to Brinkley Sargent (the "Architect"). This proposal, once executed by both Consultant and Architect, will allow work to commence immediately on your Project. Following such execution by the parties, this letter shall serve as either a final agreement or an interim agreement subject to a final contract which will be entered into by the parties and to which this letter will be attached and incorporated for all purposes. Thank you for inviting me to submit this proposal for consulting services on the Copperas Cove Police project. I look forward to the opportunity to work with you again.

## Project Scope

This project consists of the new construction of a police facility in Copperas Cove, Texas. The project has an estimated construction cost of \$5,500,000. Access by Design proposes to provide the following services:

- TAS plan review
- Final TAS site inspection

The project will be evaluated for its compliance with Chapter 469, Texas Government Code and the Texas Accessibility Standards.

## Services

- 1) Access by Design will provide a **plan review** as required by Chapter 469, Texas Government Code, based upon construction documents provided by Brinkley Sargent Architects. The findings will be documented in a written report.

We propose a fixed fee for the plan review, including filing fees required by the Texas Department of Licensing and Regulation, in the amount of .....\$750.00

- 2) Access by Design will perform a **final inspection** upon completion of construction as required by Chapter 469, Texas Government Code. The findings will be documented in a written report.

We propose a fixed fee for the final site inspection in the amount of .....\$710.00

**Total for all proposed services.....\$1,460.00**

**Schedule**

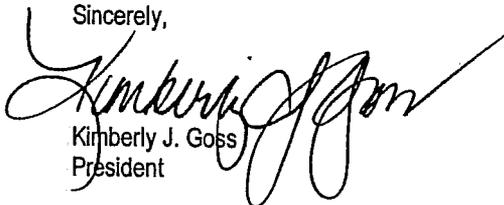
- 1) The plan review will be performed and the report furnished to Brinkley Sargent within 30 days of the submittal of construction documents, a completed Project Registration Form, and plan review fees.
- 2) The final inspection will be performed and the report furnished to Brinkley Sargent and the Owner within 30 days of notification that the project construction is complete.

**Assumptions and Exclusions**

- Access by Design shall have the right to rely on the accuracy, thoroughness and completeness of all information provided by the Architect, the Owner, or the Owner's representative(s) during all phases of this project.
- In the event that we jointly agree that additional consulting services are required, this would constitute an additional expense.
- Payments shall be due within 30 days from the date of the invoice.

If this Proposal meets with your approval, please indicate by signing below and returning one copy to me.

Sincerely,



Kimberly J. Goss  
President

ACKNOWLEDGED AND APPROVED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



M-E ENGINEERS, INC.  
MECHANICAL AND ELECTRICAL  
CONSULTING ENGINEERS

November 18, 2006

Mr. Hal Sargent  
Brinkley Sargent Architect  
5000 Quorum Drive, Suite 600  
Dallas, TX 75254

**RE: Copperas Cove Police Facility  
Technology Systems  
Design Services Proposal**

Dear Hal,

We would like to thank you for the opportunity to prepare a proposal for Communications Infrastructure, Video Surveillance System, and Electronic Security Control and Monitoring Systems design services for the Copperas Cove Police Facility located in Texas.

The following services are proposed for your consideration:

**I. SCOPE AND DESCRIPTION:**

**A. Project Description:**

The project will consist of a single new police building for the City of Copperas Cove, Texas. The total floor area is approximately 30,000 square feet and will have two levels.

Our design will conform to the City of Copperas Cove standards and the Architect's agreement as they pertain to the technology systems design scope of work as outlined in this proposal.

**B. Scope of Work**

The electrical technology systems scope shall include the following work:

1. **General Consultation:** Provide general consultation to the Owner and Project Team as necessary to enhance general understanding of technology systems, industry trends, scope definitions, cost analysis, schedule, previous experiences, and recommendations.
2. **Communications Infrastructure:**
  - a) **Communications Room:** Planning and layout design of communications rooms including telecommunications entrance facility (TEF), equipment rooms (ER), communications rooms and closets, and server rooms.
  - b) **Raceway Infrastructure:** Design of communications and security systems raceway infrastructure for backbone and horizontal topologies. Components include conduit, back-boxes, junction boxes, cable tray, j-hooks, etc.
  - c) **Telecommunications Grounding System:** Design of a dedicated telecommunications grounding system including ground bus, bonding backbone cable and supporting raceways.
  - d) **Backbone Communications Infrastructure:** Design of backbone communications infrastructure including cable and terminations. Infrastructure typically consists of multi-mode and single-mode fiber optic media, and Category 3 copper media routed between the main communications room and intermediate communications rooms/closets.
  - e) **Horizontal Communications Infrastructure:** Design of horizontal communications infrastructure including cable and terminations. Infrastructure typically consists of Category 5E and/or Category 6 UTP copper media and multi-mode fiber optic cable.
  - f) **Television Infrastructure:** Design of passive (no electronics) backbone and horizontal television infrastructure components including cable and terminations.
  - g) **Installation and Cable Management Hardware:** Design of passive hardware components such as equipment racks, backboard, cable managers, patch cord managers, d-rings, etc. for telecommunications, data communications, and POS.

3. Security System:

- a) Command Center Monitoring: Assist with design of electronic equipment and layouts including head-end monitoring equipment, computer workstations, video monitors, etc. associated with security systems design and interview recording systems.
- b) Video Surveillance System (or CCTV): Design of video surveillance system components for project site, police building, adjacent buildings, and video/audio interview recording systems including components such as video cameras, multiplexers, switchers, video monitors, cam controllers, computer workstations, video recorders (digital and/or tape), etc. System shall be interfaced with access control and intrusion detection systems.
- c) Electronic Security Control and Monitoring:
  - (1) Access Control System: Design of electronic access control components including head-end monitoring equipment, system controllers, card readers, keypads, remote door releases, etc. System shall be interfaced with intrusion detection and video surveillance systems.
  - (2) Intrusion Detection System: Design of intrusion detection components including head-end monitoring equipment, system controllers, door status monitors, motion sensors, glass break, etc. as necessary. System shall be interfaced with access control and video surveillance systems.
  - (3) Vehicle Toll-Tag: Design of electronic vehicle toll-tag including reader devices, tag devices, gate system interface, power supplies, video surveillance system interface, and electronic security control and monitoring system interfaces.
  - (4) Security Intercom System: Design of electronic security intercom system including call stations, master controller(s), video surveillance system interface, and electronic security control and monitoring system interfaces.
  - (5) Jail Control and Locking System: Design of electronic jail control and locking system including control panel, locking hardware, power supplies, safety systems, video system interface, and electronic security control and monitoring system interfaces.

C. Scope of Services:

Provide technology systems engineering services including the design of communications, video surveillance systems, and electronic access control systems. The design process will ensure the system meets the Owner's requirements and complies with Building Industry Consulting Services International (BiCSi) and EIA/TIA standards. A BiCSi Registered Communications Distribution Designer (RCDD) will supervise the design.

The following services have been included in our scope of work:

1. Project Meetings: Attend project meetings as necessary (up to 4 estimated and included i.e. 2-communications, 2-video surveillance/electronic security control & monitoring) in Copperas Cove and/or Dallas during the design phase with the Owner, Architect, Engineer and Contractor. Additional site meetings can be provided as outlined in the fee proposal section.
2. Schematic Design Documents:
  - a) No services required for this phase.
3. Design Development Documents:
  - a) Review and meet with Owner and Architect.
  - b) Initiate coordination of system requirements with Architect and other project team members.
  - c) Prepare drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
  - d) Prepare specifications of systems.
  - e) Make corrections to drawings and/or specifications as required by plan check to meet Owner's requirements and coordination with Architect.
4. Construction Documents:
  - a) Finalize coordination of system requirements with Architect and other project team members.
  - b) Finalize drawings with information such as symbol legends, one-line diagrams, area floor plans with equipment layouts, device details, and enlarged room plans and elevations with equipment layouts.
  - c) Finalize specifications of systems.
  - d) Make corrections to drawings and/or specifications as required by plan check to obtain an approved building permit and meet Owner's requirements and coordination with Architect.

5. Bidding and Negotiation:
  - a) Make recommendations to Owner and Architect regarding the bids and proposals received.
  - b) Answer questions and assist in the preparation of addenda deemed necessary by the Architect.
  
6. Construction Administration:
  - a) Review product data submittals.
  - b) Review shop drawings.
  - c) Answer questions and/or interpret Electrical Technology Systems documents for proper execution of work and prepare written responses (i.e. RFI's).
  - d) Provide intermediate site observations as necessary (up to 2-estimated and included i.e. 1-communications and 1-security) with written reports noting work quality, progress of work, and deficiencies. Additional site observations can be provided as outlined in the fee proposal section.
  - e) Provide one final site observation upon construction completion including punch with final observation or punch-list report. Additional site observations can be provided as outlined in the fee proposal section.
  - f) AutoCAD files will be made available to Brinkley Sargent Architects during this Phase for Contractor use in development of Submittals and Record Drawings. A \$75 per file fee will be assessed to the Contractor and files will be released upon receipt of Brinkley Sargent Architects' release form.

## II. EXCLUSIONS:

The following services are excluded or subject to an additional fee:

- A. Telephone System: Design, specification, coordination, documentation, and commissioning necessary for upgrading and/or provisions for a new telephone system including private branch exchange (PBX), voice of Internet Protocol, and/or central office exchange (Centrex) and associated voice messaging systems, telephone handsets and/or other telephony devices including but not limited to facsimiles (fax), modems, and auto-dialers.
- B. Public Address: Design, specification, coordination, documentation, and commissioning of any public address including but not limited to cable, terminals, amplifiers, handsets, call buttons, speakers, microphones, and head-end equipment.
- C. Sound System: Design, specification, coordination, documentation, and commissioning of any sound system including but not limited to cable, terminals, amplifiers, speakers, microphones, head-end equipment, compact disc player, tape player and radio receiver.
- D. Television: Design, specification, coordination, documentation, and commissioning of any distributed television electronic equipment for main antenna television system (MATV), community antenna television (CATV), and digital satellite system (DSS), equipment including but not limited to amplifiers, head-end equipment, television tuners, television monitors, etc.
- E. Site Distribution: Documentation of any service distribution beyond 5-feet of building footprint.
- F. Specialty Audio/Video: Design, specification, coordination, documentation, and commissioning of any audio/video and broadcast systems.
- G. Project Meetings: Provisions for attendance at weekly project meetings during construction phase.
- H. On-Site Engineer: Provisions required for an on-site engineer.
- I. Installation: Materials, installation, and testing of any system components.
- J. CAD Standards: Provisions for standards or layering strategy other than M-E Engineers, Inc. standards.
- K. Commissioning: Provisions for commissioning and certification of any system.

- L. Other: Design, specification, coordination, documentation, and commissioning of any other low voltage special systems not mentioned above i.e. Building Management System, etc. This includes all raceway infrastructure, cable, terminals, and other associated equipment, etc.

### III. FEE PROPOSAL:

A. Services Fee:

Lump sum amount of \$25,500 plus reimbursable expenses as noted in Section IV - Terms and Conditions.

The fee break-out is as follows:

• Communications Infrastructure:	\$10,500
• Video Surveillance System:	\$ 7,800
• Electronic Security Control:	<u>\$ 7,200</u>
<b>TOTAL:</b>	<b><u>\$25,500</u></b>

B. Project Meetings/ Site Observations:

Project meetings and/or site observations required and in excess of the proposed quantities noted in the Scope of Work section are excluded. Additional project meetings approved by the Owner and Client will be provided at our prevailing hourly rate per employee position plus expenses.

C. Additional Services:

Any additional services not included with this proposal and/or items specifically excluded will be compensated on a time basis at our prevailing hourly rate. Refer to the attached Hourly Rate Schedule for additional information.

### IV. TERMS AND CONDITIONS:

A. Reimbursable Expenses:

Reimbursable expenses will be billed monthly at cost to an amount estimated not to exceed \$ 4,000.00 for the following: Long-distance telephone calls; travel costs in connection with the project, including transportation and subsistence; air travel; hotel; messenger service; express mail; printing costs except for the normal exchange during project.

Mr. Hal Sargent  
Copperas Cove Police Facility  
November 18, 2006  
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B. Schedule and Continuity:

Fees are based on the assumption that the project will run without interruption with a scheduled completion on or before July 2008. If there are extended delays beyond our control, we would expect to negotiate with you for an equitable adjustment of our compensation.

C. Contract Execution:

The Client will execute an AIA standard contract with M-E Engineers, Inc., upon acceptance of this proposal. This proposal, along with any other approved letters outlining our scope of work, will be an appendix to the contract. All contracts shall be subject to review by M-E Engineers' legal representative prior to contractual binding of services and fees.

D. Approval:

We must receive a signed copy of this proposal prior to performing substantial work.

E. Additional Terms and Conditions:

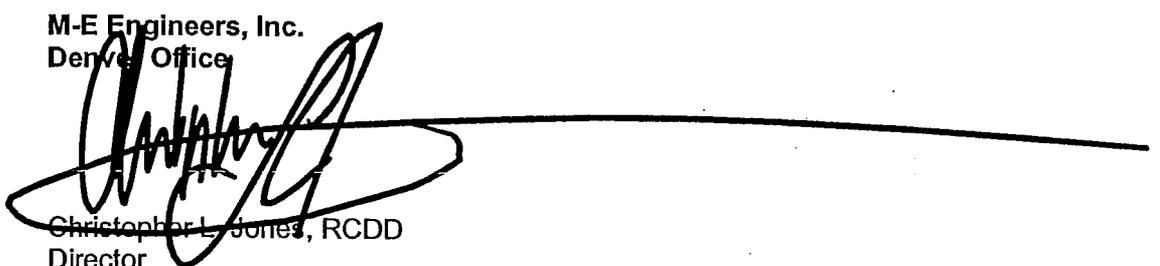
Refer to attached document Exhibit-A for additional requirements.

Please sign this letter and return a copy to us for our files. We are looking forward to working with you on this exciting project.

In the event you have any questions or require any additional information, please contact me.

Sincerely,

M-E Engineers, Inc.  
Denver Office



Christopher L. Jones, RCDD  
Director  
Technology Design Group

Mr. Hal Sargent  
Copperas Cove Police Facility  
November 18, 2006  
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Approved and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

**BRINKLEY SARGENT ARCHITECTS**

By: \_\_\_\_\_ Title: \_\_\_\_\_  
**Harold Sargent, AIA** **President**

cc: Allen Tochiara-MEE  
Scott Gerard-MEE  
Brian Kannady-MEE

Mr. Hal Sargent  
Copperas Cove Police Facility  
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**M-E ENGINEERS, INC.**  
**HOURLY RATE SCHEDULE - 2006**  
**DENVER OFFICE**

Principal	\$180/HR
Sr. Associate	\$145/HR
Associate	\$130/HR
Project Manager	\$115/HR
Project Engineer	\$100/HR
Designer	\$ 85/HR
CAD Operator	\$ 75/HR
Administrative Staff	\$ 65/HR

## M-E ENGINEER'S TERMS AND CONDITIONS

The following Terms and Conditions and the initials required below are a part of this Agreement.

M-E Engineers, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

### **Access To Site:**

Unless otherwise stated, M-E Engineers will have access to the site for activities necessary for the performance of the services. M-E Engineers will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **Billing/Payments:**

Invoices for M-E Engineer's services shall be submitted, at M-E Engineer's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 60 days, M-E Engineers may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

### **Late Payments:**

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### **Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless M-E Engineers, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of M-E Engineers.

### **Certifications:**

**Guarantees and Warranties:** M-E Engineers shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence M-E Engineers cannot ascertain.

### **Verification of Existing Conditions Clause:**

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of the building, (the Client) agrees that, except for the sole negligence on the part of M-E Engineers, Inc., (the Client) agrees to indemnify and hold M-E Engineers, Inc. harmless from any claims, liability or cost (including the costs of defense) arising or allegedly arising out of the professional services provided under this agreement.

### **Termination of Services:**

This agreement may be terminated by the Client or M-E Engineers should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay M-E Engineers for all services rendered to the date of termination, and all reimbursable expenses.

### **Ownership of Documents:**

All documents produced by M-E Engineers under this agreement shall remain the property of M-E Engineers and may not be used by the Client for any other endeavor without the written consent of M-E Engineers.

## APPENDIX G

### CITY OF COPPERAS COVE POLICE FACILITY

#### SCOPE OF WORK – FURNITURE, FIXTURES AND EQUIPMENT

##### Research:

- A. Site visit current facility and document current furniture to remain.
- B. Incorporate existing furniture into new building.

##### Design Development:

- A. Meet with Police and City staff to establish FF&E requirements.
- B. Coordinate FF&E requirements with architectural floor plans.
- C. Update Budget.

##### Construction Administration Phase

- A. Meet with city staff to establish furniture standards and requirements.
- B. Present standards of quality finish and staffing hierarchy to city staff.
- C. Establish and review Scope of FF&E based upon budgeting and interior design constraints.
- D. Present FF&E preliminary package to city staff.
- E. Present final FF&E package to city staff and finalize Budget.
- F. Complete specifications and drawings for purpose of bidding package.
- G. Coordinate the city staff bidding package front end general conditions consistent with city purchasing standards.
- H. Coordinate all MEP/Dimensional issues between bid package and building Construction Documents.
- I. Prepare bid package for city issuance.
- J. Advise Owner and Bidders on clarifications, substitutions and issuance of Addenda.
- K. Coordinate all vendor discussions with city.
- L. Assist Owner in evaluating prices and make recommendation for contract awards.
- M. Advise Owner and Vendor(s) on clarification items following notice to proceed.
- N. Provide on-site representative during furniture installation. (2 days)
- O. Make two (2) on-site visits to review completed FF&E installation and develop and process furniture punch list.
- P. Make one (1) on-site visit to review completed punch list prior to Owner's final acceptance.

## EXCLUSIONS:

- A. Work set forth by the Owner which is not set forth in the Basic Services.
- B. Revisions to work that are inconsistent with previous approvals or instructions.
- C. Services related to the advertisement of bidding documents.
- D. Services to develop and/or evaluate alternates for the bid documents.
- E. Services to develop multiple bid documents other than stated above.
- F. Services to develop record drawings.
- G. Additional presentations other than stated above.

## OWNERS RESPONSIBILITIES

- A. Provide single project representative.
- B. Exercise review and approval function in accordance with the agreed project schedule.
- C. Provide pertinent information developed to date due sent which will affect the work to be performed for this project.
- D. Advertise furniture bids.
- E. Execute the contract awards into signed agreements with the successful furniture bidders.
- F. Provide all management and coordination for the relocation of any existing FF&E i.e., copiers, computers, microfiche, etc.



# Exhibit J

## Copperas Cove Police

Additional Service Authorization  
February 19, 2008

Fees to be adjusted (Reference Exhibit B) as follows:

### Consultant

	12/1/06 Contract	2/19/08 Additional Service Authorization	Fee Adjustment	Reference
A/E Basic Services	\$444,000	-0-	N/C	
A/E Supplemental Services	-0-	\$236,480	Add	\$236,480 Article 1.5.1(A) new construction budget set at 7,956,000 less original contract budget \$5,000,000 equal fee adjustment of $2,956,000 \times 8\% = \$236,480$ .
As-Built Fees	-0-	\$6,000	Add	\$6,000 Final documents updated to reflect construction administration changes.
Civil Engineering	\$34,000	\$34,000		-0- Exhibit C
Audio/Video/Acoustical	-0-	\$12,000	Add	\$12,000 Exhibit D
Accessibility	-0-	\$1,460	Add	\$1,460 Exhibit E
Technology	-0-	\$25,500	Add	\$25,500 Exhibit F
Furniture Design		\$70,000	Add	\$70,000 Exhibit G
Reimbursable Budget	\$22,000	\$54,400	Add	\$32,400
<b>Total Compensation Adjustment</b>				<b>\$383,840</b>



**AIA**<sup>®</sup>

# Document B141™ – 1997 Part 1

## Standard Form of Agreement Between Owner and Architect with Standard Form of Architect's Services

### TABLE OF ARTICLES

- 1.1 INITIAL INFORMATION
- 1.2 RESPONSIBILITIES OF THE PARTIES
- 1.3 TERMS AND CONDITIONS
- 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS
- 1.5 COMPENSATION

**AGREEMENT** made as of the First day of December in the year Two Thousand and Six  
*(In words, indicate day, month and year)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, address and other information)*

City of Copperas Cove  
507 S. Main Street  
Copperas Cove, TX 76522

and the Architect:  
*(Name, address and other information)*

Brinkley Sargent Architects  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254

For the following Project:  
*(Include detailed description of Project)*

Copperas Cove Police Facility  
Copperas Cove, Texas  
Development of a 4.74-acre tract of land to house a police facility containing records, communications, administration, community services, CID, patrol, evidence, holding and associated support areas. Work will include site work, parking and support structure.

The Owner and Architect agree as follows:

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**ARTICLE 1.1 INITIAL INFORMATION**

§ 1.1.1 This Agreement is based on the following information and assumptions.

(Paragraph deleted)

**§ 1.1.2 PROJECT PARAMETERS**

§ 1.1.2.1 The objective or use is:

(Identify or describe, if appropriate, proposed use or goals.)

Development of a new police facility.

§ 1.1.2.2 The physical parameters are:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports about the site.)

Project to contain 30,000 SF of police areas including holding and an associated 800 SF support structure.

§ 1.1.2.3 The Owner's Program is:

(Identify documentation or state the manner in which the program will be developed.)

Program developed in December of 2005 by Brinkley Sargent Architects, Inc.

§ 1.1.2.4 The legal parameters are:

(Identify pertinent legal information, including, if appropriate, land surveys and legal descriptions and restrictions of the site.)

A 4.74-acre site located in Copperas Cove, Texas bound by proposed access road from west highway 190, Phyllis Drive and Leonard Street.

§ 1.1.2.5 The financial parameters are as follows.

- 1 Amount of the Owner's overall budget for the Project, including the Architect's compensation, is: unknown at time of execution of this Agreement
- 2 Amount of the Owner's budget for the Cost of the Work, excluding the Architect's compensation, is: \$5,000,000.00

§ 1.1.2.6 The time parameters are:

(Identify, if appropriate, milestone dates, durations or fast track scheduling.)

Architect to coordinate schedule as required to achieve Council action on Project budget by May 15, 2007.

§ 1.1.2.7 The proposed procurement or delivery method for the Project is:

(Identify method such as competitive bid, negotiated contract, or construction management.)

Construction Manager-at-Risk

§ 1.1.2.8 Other parameters are:

(Identify special characteristics or needs of the Project such as energy, environmental or historic preservation requirements.)

N/A

**§ 1.1.3 PROJECT TEAM**

§ 1.1.3.1 The Owner's Designated Representative is:

(List name, address and other information.)

Chief Tim Molnes  
202 South 4th Street

Copperas Cove, TX 76522

§ 1.1.3.2 The persons or entities, in addition to the Owner's Designated Representative, who are required to review the Architect's submittals to the Owner are:  
*(List name, address and other information.)*

N/A

§ 1.1.3.3 The Owner's other consultants and contractors are:  
*(List discipline and, if known, identify them by name and address.)*

N/A

§ 1.1.3.4 The Architect's Designated Representative is:  
*(List name, address and other information.)*

Harold E. Sargent, AIA  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254  
Telephone Number: (972) 960-9970  
Fax Number: (972) 960-9751  
hsargent@brinkleysargent.com

§ 1.1.3.5 The consultants retained at the Architect's expense are:  
*(List discipline and, if known, identify them by name and address.)*

MEP Engineers:  
Hendrix Consulting Engineers (HCE)  
115 East Main Street  
Round Rock, Texas 78664

Structural Engineers:  
Stenstrom-Schneider, Inc. (SSI)  
15441 Knoll Trail  
Suite 120, LB-10  
Dallas, TX 75248

§ 1.1.4 Other important initial information is:

N/A

§ 1.1.5 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be the edition of AIA Document A201 current as of the date of this Agreement, or as follows:

Including supplementary conditions.

§ 1.1.6 The information contained in this Article 1.1 may be reasonably relied upon by the Owner and Architect in determining the Architect's compensation. Both parties, however, recognize that such information may change and, in that event, the Owner and the Architect shall negotiate appropriate adjustments in schedule, compensation and Change in Services in accordance with Section 1.3.3.

## ARTICLE 1.2 RESPONSIBILITIES OF THE PARTIES

§ 1.2.1 The Owner and the Architect shall cooperate with one another to fulfill their respective obligations under this Agreement. Both parties shall endeavor to maintain good working relationships among all members of the Project team.

### § 1.2.2 OWNER

§ 1.2.2.1 Unless otherwise provided under this Agreement, the Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 1.2.2.2 The Owner shall periodically update the budget for the Project, including that portion allocated for the Cost of the Work. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of the Architect to a corresponding change in the Project scope and quality.

§ 1.2.2.3 The Owner's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Owner's behalf with respect to the Project. The Owner or the Owner's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 1.2.2.4 The Owner shall furnish the services of consultants other than those designated in Section 1.1.3 or authorize the Architect to furnish them as a Change in Services when such services are requested by the Architect and are reasonably required by the scope of the Project.

§ 1.2.2.5 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 1.2.2.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 1.2.2.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

### § 1.2.3 ARCHITECT

§ 1.2.3.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Article 1.4.

§ 1.2.3.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.2.6 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 1.2.3.3 The Architect's Designated Representative identified in Section 1.1.3 shall be authorized to act on the Architect's behalf with respect to the Project.

§ 1.2.3.4 The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner.

§ 1.2.3.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.2.3.6 The Architect shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project.

§ 1.2.3.7 The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

### **ARTICLE 1.3 TERMS AND CONDITIONS**

#### **§ 1.3.1 COST OF THE WORK**

§ 1.3.1.1 The Cost of the Work shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

§ 1.3.1.2 The Cost of the Work shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

§ 1.3.1.3 The Cost of the Work does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner.

#### **§ 1.3.2 INSTRUMENTS OF SERVICE**

§ 1.3.2.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

§ 1.3.2.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

§ 1.3.2.3 Except for the licenses granted in Section 1.3.2.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Section 1.3.2.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 1.3.2.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such

Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

### § 1.3.3 CHANGE IN SERVICES

§ 1.3.3.1 Change in Services of the Architect, including services required of the Architect's consultants, may be accomplished after execution of this Agreement, without invalidating the Agreement, if mutually agreed in writing, if required by circumstances beyond the Architect's control, or if the Architect's services are affected as described in Section 1.3.3.2. In the absence of mutual agreement in writing, the Architect shall notify the Owner prior to providing such services. If the Owner deems that all or a part of such Change in Services is not required, the Owner shall give prompt written notice to the Architect, and the Architect shall have no obligation to provide those services. Except for a change due to the fault of the Architect, Change in Services of the Architect shall entitle the Architect to an adjustment in compensation pursuant to Section 1.5.2, and to any Reimbursable Expenses described in Section 1.3.9.2 and Section 1.5.5.

§ 1.3.3.2 If any of the following circumstances affect the Architect's services for the Project, the Architect shall be entitled to an appropriate adjustment in the Architect's schedule and compensation:

1. change in the instructions or approvals given by the Owner that necessitate revisions in Instruments of Service;
2. enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to previously prepared Instruments of Service;
3. decisions of the Owner not rendered in a timely manner;
4. significant change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget, or procurement method;
5. failure of performance on the part of the Owner or the Owner's consultants or contractors;
6. preparation for and attendance at a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto;
7. change in the information contained in Article 1.1.

### § 1.3.4 MEDIATION

§ 1.3.4.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

§ 1.3.4.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 1.3.4.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 1.3.5 ARBITRATION

§ 1.3.5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 1.3.4.

§ 1.3.5.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for

arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

**§ 1.3.5.3** A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**§ 1.3.5.4** No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 1.3.5.5** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **§ 1.3.6 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Section 1.3.8.

#### **§ 1.3.7 MISCELLANEOUS PROVISIONS**

**§ 1.3.7.1** This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Section 1.4.2.

**§ 1.3.7.2** Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

**§ 1.3.7.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

**§ 1.3.7.4** To the extent damages are covered by property insurance during construction, the Owner and the Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**§ 1.3.7.5** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**§ 1.3.7.6** Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

**§ 1.3.7.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of

the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 1.3.7.8 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 1.3.7.9 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

#### § 1.3.8 TERMINATION OR SUSPENSION

§ 1.3.8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 1.3.8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 1.3.8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 1.3.8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 1.3.8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 1.3.8.7.

§ 1.3.8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

#### § 1.3.9 PAYMENTS TO THE ARCHITECT

§ 1.3.9.1 Payments on account of services rendered and for Reimbursable Expenses incurred shall be made monthly upon presentation of the Architect's statement of services. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

§ 1.3.9.2 Reimbursable Expenses are in addition to compensation for the Architect's services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Section 1.5.5;
- .8 other similar direct Project-related expenditures.

§ 1.3.9.3 Records of Reimbursable Expenses, of expenses pertaining to a Change in Services, and of services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

§ 1.3.9.4 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

#### ARTICLE 1.4 SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

§ 1.4.1 Enumeration of Parts of the Agreement. This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. This Agreement comprises the documents listed below.

§ 1.4.1.1 Standard Form of Agreement Between Owner and Architect, AIA Document B141-1997.

§ 1.4.1.2 Standard Form of Architect's Services: Design and Contract Administration, AIA Document B141-1997, or as follows:

*(List other documents, if any, delineating Architect's scope of services.)*

None

§ 1.4.1.3 Other documents as follows:

*(List other documents, if any, forming part of the Agreement.)*

Appendix C - Services and Compensation  
Appendix D - Insurance Certificate  
Appendix E - Civil Engineering Services  
Appendix F - Architects Hourly Rate Schedule

§ 1.4.2 Special Terms and Conditions. Special terms and conditions that modify this Agreement are as follows:

Appendix A - Article 1.4.2.1  
Appendix B - Article 1.4.2.2

## ARTICLE 1.5 COMPENSATION

§ 1.5.1 For the Architect's services as described under Article 1.4, compensation shall be computed as follows:

Reference Appendix C – Total Compensation \$500,000 including Reimbursables Article 1.5.1  
A/E Basic Services, Supplemental Service and Reimbursable Expenses

§ 1.5.2 If the services of the Architect are changed as described in Section 1.3.3.1, the Architect's compensation shall be adjusted. Such adjustment shall be calculated as described below or, if no method of adjustment is indicated in this Section 1.5.2, in an equitable manner.

*(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply.)*

Additional Services shall be estimated based upon services required and a stipulated sum submitted for approval.

§ 1.5.3 For a Change in Services of the Architect's consultants, compensation shall be computed as a multiple of ( 1.0 ) times the amounts billed to the Architect for such services.

§ 1.5.4 For Reimbursable Expenses as described in Section 1.3.9.2, and any other items included in Section 1.5.5 as Reimbursable Expenses, the compensation shall be computed as a multiple of one and one tenth ( 1.10 ) times the expenses incurred by the Architect, and the Architect's employees and consultants.

§ 1.5.5 Other Reimbursable Expenses, if any, are as follows:

Reference Appendix C - Article 1.5.1 for estimate of reimbursable costs.

§ 1.5.6 The rates and multiples for services of the Architect and the Architect's consultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

Reference Appendix F for 2006 hourly staff rates.

§ 1.5.7 An initial payment of Zero Dollars and Zero Cents ( \$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account at final payment. Subsequent payments for services shall be made monthly, and where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.

§ 1.5.8 Payments are due and payable Thirty ( 30 ) days from the date of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)*

per annum

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)*

§ 1.5.9 If the services covered by this Agreement have not been completed within Twenty-seven ( 27 ) months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Section 1.5.2.

This Agreement entered into as of the day and year first written above.

OWNER

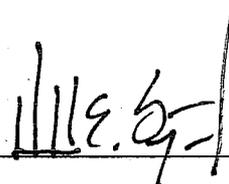


(Signature)

(Printed name and title)

Steven J. Alexander, City Manager

ARCHITECT



(Signature)

Harold E. Sargent, AIA, President

(Printed name and title)

# AIA<sup>®</sup> Document B141<sup>™</sup> – 1997 Part 2

## **Standard Form of Architect's Services:** *Design and Contract Administration*

### TABLE OF ARTICLES

- 2.1 PROJECT ADMINISTRATION SERVICES
- 2.2 SUPPORTING SERVICES
- 2.3 EVALUATION AND PLANNING SERVICES
- 2.4 DESIGN SERVICES
- 2.5 CONSTRUCTION PROCUREMENT SERVICES
- 2.6 CONTRACT ADMINISTRATION SERVICES
- 2.7 FACILITY OPERATION SERVICES
- 2.8 SCHEDULE OF SERVICES
- 2.9 MODIFICATIONS

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

### ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work.

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project.

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall be entitled to rely on approvals received from the Owner in the further development of the design.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

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User Notes:

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## **§ 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK**

**§ 2.1.7.1** When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 2.1.7.2** Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

**§ 2.1.7.3** In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

**§ 2.1.7.4** If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

**§ 2.1.7.5** If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

**§ 2.1.7.6** If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

## **ARTICLE 2.2 SUPPORTING SERVICES**

**§ 2.2.1** Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the Owner or the Owner's consultants and contractors.

**§ 2.2.1.1** The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

**§ 2.2.1.2** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and

information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

#### **ARTICLE 2.3 EVALUATION AND PLANNING SERVICES**

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project.

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

#### **ARTICLE 2.4 DESIGN SERVICES**

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

#### **§ 2.4.2 SCHEMATIC DESIGN DOCUMENTS**

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. At the Architect's option, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

#### **§ 2.4.3 DESIGN DEVELOPMENT DOCUMENTS**

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

#### **§ 2.4.4 CONSTRUCTION DOCUMENTS**

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

## **ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES**

**§ 2.5.1** The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.

**§ 2.5.2** The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.

**§ 2.5.3** The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.

### **§ 2.5.4 COMPETITIVE BIDDING**

**§ 2.5.4.1** Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

**§ 2.5.4.2** If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

**§ 2.5.4.3** If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

**§ 2.5.4.4** The Architect shall consider requests for substitutions, if permitted by the Bidding Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 2.5.4.5** The Architect shall participate in or, at the Owner's direction, shall organize and conduct a pre-bid conference for prospective bidders.

**§ 2.5.4.6** The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

**§ 2.5.4.7** The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

### **§ 2.5.5 NEGOTIATED PROPOSALS**

**§ 2.5.5.1** Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

**§ 2.5.5.2** If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.

**§ 2.5.5.3** If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

**§ 2.5.5.4** The Architect shall consider requests for substitutions, if permitted by the Proposal Documents, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 2.5.5.5** If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

## **ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES**

### **§ 2.6.1 GENERAL ADMINISTRATION**

**§ 2.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the

Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

**§ 2.6.1.2** The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.

**§ 2.6.1.3** The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

**§ 2.6.1.4** Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

**§ 2.6.1.5** The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

**§ 2.6.1.6** If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

**§ 2.6.1.7** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 2.6.1.8** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

**§ 2.6.1.9** The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

## **§ 2.6.2 EVALUATIONS OF THE WORK**

**§ 2.6.2.1** The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 2.8, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 2.6.2.2** The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or

charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents; whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

### § 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

### § 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals

related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

#### **§ 2.6.5 CHANGES IN THE WORK**

**§ 2.6.5.1** The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

**§ 2.6.5.2** The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

**§ 2.6.5.3** If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall incorporate those estimates into a Change Order or other appropriate documentation for the Owner's execution or negotiation with the Contractor.

**§ 2.6.5.4** The Architect shall maintain records relative to changes in the Work.

#### **§ 2.6.6 PROJECT COMPLETION**

**§ 2.6.6.1** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**§ 2.6.6.2** The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 2.6.6.3** When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

**§ 2.6.6.4** The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

#### **ARTICLE 2.7 FACILITY OPERATION SERVICES**

**§ 2.7.1** The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

**§ 2.7.2** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

**ARTICLE 2.8 SCHEDULE OF SERVICES**

**§ 2.8.1** Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to ( ) visits to the site by the Architect over the duration of the Project during construction.
- .3 up to Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 2.8.2** The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;
- .4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;
- .5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;
- .6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;
- .7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or
- .8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.

**§ 2.8.3** The Architect shall furnish or provide the following services only if specifically designated:

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Architect	
.2 Land Survey Services	Owner	
.3 Geotechnical Services	Owner	
.4 Space Schematics/Flow Diagrams	Architect	
.5 Existing Facilities Surveys	Not Required	
.6 Economic Feasibility Studies	Not Required	
.7 Site Analysis and Selection	Not Required	
.8 Environmental Studies and Reports	Not Required	
.9 Owner-Supplied Data Coordination	Architect	
.10 Schedule Development and Monitoring	Architect	
.11 Civil Design	Architect	
.12 Landscape Design	Owner	
.13 Interior Design	Architect	
.14 Special Bidding or Negotiation	Not Required	
.15 Value Analysis	Not Required	
.16 Detailed Cost Estimating	CM at Risk	
.17 On-Site Project Representation	Not Required	
.18 Construction Management	Not Required	

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.19 Start-up Assistance	Not Required	
.20 Record Drawings	Not Required	
.21 Post-Contract Evaluation	Not Provided	
.22 Tenant-Related Services	Not Applicable	
.23		
.24		
.25		

Description of Services.

*(Insert descriptions of the services designated.)*

Appendix E attached hereto

**ARTICLE 2.9 MODIFICATIONS**

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: December 01, 2006

OWNER

*(Signature)*

*Steven J. Alexander, City Manager*  
*(Printed name and title)*

ARCHITECT

*(Signature)*

*Harold E. Sargent, AIA, President*  
*(Printed name and title)*

# APPENDIX A

## CITY OF COPPERAS COVE NEW POLICE BUILDING

### ARTICLE 1. 4. 2. 1

### SPECIAL TERMS AND CONDITIONS

### SCOPE OF SERVICES

The Architect will perform the following services as defined in *AIA Document B141-1997 -Standard Form of Architect's Services: Design and Contract Administration:*

#### PROJECT ADMINISTRATION SERVICES

Evaluation of Project Budget  
Schedule Development & Monitoring  
Preliminary Estimate of Cost of the Work  
Owner-Supplied Data Coordination  
Value Analysis  
Agency Consulting as Required  
Selection Process with Owner of CM at Risk

#### DESIGN SERVICES

Architectural Design  
Structural Design  
Mechanical Design  
Electrical Design  
Interior Material Selections

#### CONSTRUCTION PROCUREMENT SERVICES

Bidding/Proposal Documents  
Special Bidding/Negotiation Addenda  
Analysis of Alternates/Substitutions  
Pre-Bid Conference/Selection Interviews  
Bidding/Negotiation  
Bid/Proposal Evaluation

#### CONTRACT ADMINISTRATION

General Administration  
Submittal Services  
Site Visitation  
Payment Certification  
Supplemental Documentation  
Administration of Changes in the Work  
Interpretations  
Project Close-Out

#### FACILITY OPERATION SERVICES

Record Drawings

## **APPENDIX B**

### **CITY OF COPPERAS COVE NEW POLICE BUILDING**

#### **ARTICLE 1. 4. 2. 2**

#### **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

#### **SCOPE OF ARCHITECT'S BASIC SERVICES**

##### **DEFINITION**

The Architect's Basic Services consist of those described in following phases and any other services identified in Appendices as part of Basic Services, and include normal structural, mechanical and electrical engineering services. The Architect will not proceed with any phase without written authorization of the owner.

##### **SCHEMATIC DESIGN PHASE**

- A. The Architect shall review with the Owner alternative approaches to design and construction of the Project.
- B. Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
- C. The Architect will work with the Construction Manager at Risk in preparation of a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.

##### **DESIGN DEVELOPMENT PHASE**

- A. Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.
- B. The Architect will work with the Construction Manager to update the cost estimate and shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

## **CONSTRUCTION DOCUMENTS PHASE**

- A. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- B. The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.
- C. The Architect will work with the Construction Manager to update the cost estimate and shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.
- D. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## **BIDDING OR NEGOTIATION PHASE**

- A. The Architect, following the Owner's approval of the Construction Documents shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction as set forth in the AIA Document B141 attached.

## **CONSTRUCTION PHASE**

### **ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

*(The Term "Contractor" shall refer to Construction Manager at Risk)*

- A. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.
- B. The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as the date of this agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only

to the extent that they are consistent with this Agreement or approved in writing by the Architect.

- C. Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.
- D. The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.
- E. The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge or, not be responsible for, the construction means, methods, techniques, sequences nor procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents. Regular site meetings will be held every other week during the construction period.
- F. The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.
- G. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

- H. Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
- I. Architect will coordinate his work with Construction Manager at Risk.

#### **CERTIFICATION FOR PAYMENT**

- A. The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.
- B. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.
- C. The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- D. The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

- E. The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- F. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contract by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approval performed by such design professionals.
- G. The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- H. The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- I. The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- J. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by Contractor, and shall not be liable for results of interpretations or decisions so rendered in good faith.
- K. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents.
- L. The Architect shall assist in resolution of warranty items during the one year following substantial completion. He shall, prior to the end of the one year warranty period, assist the owner in development of a list of deficient items for contractor to remedy. Architect shall assist in resolution of these items with Contractor for a period of 60 days following issuance.

**1.4.2.2. CHANGE ORDERS**

- A. Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.
- B. Design Error: If the Architect incorrectly designs or specifies an item which the owner specifically requested to be part of the scope of work and fails to correct the error prior to installation in the Project, thereby requiring its removal or change, the Architect shall be responsible for the cost to replace said item with the proper item.

### **1.4.2.3 STANDARD OF CARE/CONTINGENCY**

- A. In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. The Owner agrees to consider reasonable standard of care when evaluating adjustments to the project.

### **1.4.2.4 ADA COMPLIANCE**

- A. The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993 that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to do so. The parties acknowledge that the ADA and the corresponding State of Texas laws regarding disability barriers ("State Law") will be subject to various and possible contradictory interpretations. The Architect, therefore will use reasonable professional efforts to interpret and comply with all applicable ADA and State Law requirements and other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, due to such competing interpretations, does not warrant or guarantee that the Project will comply with interpretations of applicable provisions of the ADA and State Law. However, the Architect will timely submit the Plans and Specifications to the applicable State of Texas agency with respect to compliance with State Law in order for such State of Texas agency to review and comment to the Plans and Specifications prior to the scheduled commencement of construction.

### **1.4.2.5 ARCHITECTURAL REGISTRATION**

- A. The Texas Board of Architectural Examiners, 8213 Shoal Creek Boulevard, Suite 107, Austin, Texas 78758 (512-458-1363) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

# APPENDIX C

## CITY OF COPPERAS COVE NEW POLICE BUILDING

### ARTICLE 1.5

#### SERVICES AND COMPENSATION

#### 1.5.1 BASIC AND SUPPLEMENTAL SERVICES INCLUDED IN CONTRACT SCOPE OF WORK:

A. Basic A/E Services Fee \$444,000

Architectural, Structural Engineering and Mechanical, Electrical and Plumbing Engineering are included as Basic Services. Interior Design Services included in Basic Services.

Fees to be billed monthly by percent complete of each Phase as follows:

Schematic Phase	15%
Design Development	20%
Construction Document	40%
Bidding	5%
Construction Administration	<u>20%</u>
Total	100%

The initial Building Construction Budget is set at \$5,000,000 for new construction. This budget may be adjusted from time to time by City authorization. The Client acknowledges that the Needs Assessment dated 12/1/2005 developed a construction budget of \$7,370,500 and that The City has a desire to spend \$5,000,000 on building. Should the final Design Development budget exceed \$5,000,000 and be accepted by The City, The Architect will receive an adjustment in fees equal to 8% of Construction Cost above \$5,000,000. The Architect will receive no adjustment in the fixed fee should the actual accepted construction bid amount vary from the Final Design Development Budget and subsequently be approved by City.

B. Supplemental Services included as part of services provided include:

1. Civil Engineering fees \$34,000

Civil Engineering On-Site Services including site horizontal control, water and sewer plans, utility plans, drainage maps, paving plans, grading plans, erosion control, and utility coordination. Construction Administration will be provided as part of Basic Services (\$34,000). Site survey and site utility infrastructure services will be contracted directly with City.

2. ADA Consulting Services

City will contract directly with state (TAS) approved consultant and pay all state mandated fees. Architect will coordinate submittals with Consultant

including State mandated construction document review, and final state required inspection.

3. Landscape Design Services  
Services by City.
4. Cost Estimator  
Architect will review/comment on C.M. at Risk Design Development estimate.
5. A/V Consultant  
City to provide services.
6. FF&E Procurement  
Need for services to be determined at a later date.
7. Technology Systems Consulting  
Services to be provided by City.
8. As-built Drawings  
City will determine need at a later date.

- C. Reimbursable Expenses Budget \$22,000  
Project related expenses as outlined in Article 1.3.9.2 of Contract. All expenses will be billed at cost. Budget includes some cost items over which the Architect has minimal control and is therefore an estimate and may be adjusted with City approval. Budget assumes all Contractor/Subcontractor bid reproduction costs will be handled in electric format by City.

D. Basic & Supplemental Services Assumptions:

- ◆ Building site does not require rezoning or City site submittal process beyond permitting process
- ◆ Geotechnical Report provided by City.
- ◆ Site Survey, Boundary, Tree Survey and Topographic Survey by Owner.
- ◆ Platting by Owner.

**FEE SUMMARY**

<b>A. Basic Services</b>	<b>\$444,000</b>
<b>B. Supplemental Services</b>	<b>\$ 34,000</b>
<b>C. Reimbursable Budget</b>	<b><u>\$ 22,000</u></b>
<b>Total Compensation</b>	<b>\$500,000</b>

**APPENDIX D**

**CITY OF COPPERAS COVE  
NEW POLICE BUILDING  
INSURANCE DOCUMENTS**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE  
08/24/2006

**PRODUCER**  
McLaughlin Brunson Insurance Agency LLP  
9535 Forest Lane  
Suite 118  
Dallas TX 75243

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Brinkley Sargent Architects  
5000 Quorum Drive, Suite 123  
Dallas TX 75254

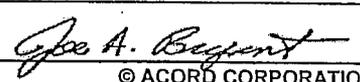
INSURER A: Zurich American Insurance Company  
INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

**COVERAGES**

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>OTHER Professional Liability</b>	EOC9309259-03	02/15/2006	02/15/2007	\$ 1,000,000 per claim/annl aggregate

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible.

<b>CERTIFICATE HOLDER</b>	<b>ADDITIONAL INSURED; INSURER LETTER:</b>	<b>CANCELLATION</b>
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
		

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/8/2006

PRODUCER (972) 771-3861 FAX (972) 771-1021  
Keystone Southwest Insurance Agency  
P O Box 1747

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Rockwall TX 75087

INSURERS AFFORDING COVERAGE NAIC #

INSURED  
Brinkley Sargent Architects/Design Quorum  
5000 Quorum Drive  
Suite 600  
Dallas TX 75254

INSURER A: Valley Forge Insurance 20508  
INSURER B: Texas Mutual Insurance  
INSURER C: Continental Casualty 20443  
INSURER D:  
INSURER E:

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A			GENERAL LIABILITY	2026492125	12/15/2005	12/15/2006	EACH OCCURRENCE \$ 1,000,000
			<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
			<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$ 5,000
			<input checked="" type="checkbox"/> ARCHITECTS/ENGINEERS				PERSONAL & ADV INJURY \$ 1,000,000
			<input checked="" type="checkbox"/> BLANKET AI				GENERAL AGGREGATE \$ 2,000,000
			GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG \$ 2,000,000
			<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A			AUTOMOBILE LIABILITY	B2048498452	12/15/2005	12/15/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
			<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
			<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
			<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
			<input checked="" type="checkbox"/> HIRED AUTOS				
			<input checked="" type="checkbox"/> NON-OWNED AUTOS				
			GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
			<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
							AUTO ONLY: AGG \$
			EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
			<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
			<input type="checkbox"/> DEDUCTIBLE				\$
			RETENTION \$				\$
B			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001001129	1/1/2006	1/1/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000
							E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C			OTHER eXHIBITION FLOATER	B2048553756	12/15/2005	12/15/2006	ANY ONE LOC. 25,000
							IN TRANSIT 25,000
							ANY STORAGE 25,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# APPENDIX E

WALKER, WIEDERHOLD, & ASSOCIATES, L.L.C.  
CIVIL ENGINEERS

November 30, 2006

Binkley Sargent Architects  
5000 Quorum Drive, Suite 600  
Dallas, Texas 75254

Attn: Harold Sargent, AIA

Re: City of Copperas Cove – New Police Facility  
Project No.: 2-01289

Dear Mr. Sargent:

As per your request, I am furnishing this proposal for engineering services relative to the City of Copperas Cove New Police Facility. Also, as per your instructions this proposal is separated into two phases as follows:

- ~~• Phase I, which is for design of access, drainage, and water & wastewater infrastructure.~~ **LES**
- Phase II, which is for civil site work relative to the building and parking lot.

The following is our breakdown of professional service fees for each phase:

~~Phase I~~ **LES**

<del>•</del> Topo & Design Survey .....	<del>\$11,500.00</del>
<del>•</del> Drainage Study & Report .....	<del>\$5,000.00</del>
<del>•</del> Design of Access, Drainage, Water & Wastewater .....	<del>\$22,000.00</del>
<del>•</del> Construction Survey Staking .....	<del>\$8,000.00</del>
<del>•</del> Construction Phase Services (Resident Project Representative) .....	<del>\$10,000.00</del>
<del>Total Phase I Fees .....</del>	<del>\$56,500.00</del> <b>LES</b>

Phase II

- Civil Site Work Design relative to the building & parking lot ..... \$25,000.00
- Construction Survey Staking ..... \$7,000.00
- Construction Phase Services (Resident Project Representative) ..... \$2,000.00

**Total Phase II Fees ..... \$34,000.00**

December 2, 2006

I have not included a fee for a boundary survey of the property. Steven Alexander indicated to me that the City has not purchased the subject property. If a boundary survey becomes necessary, a separate proposal for those services will be developed. This fee proposal is based upon the use of the site as indicated by the City. If the site location changes, a new proposal will be necessary. If you have any questions, please contact me.

Sincerely,



Otto E. Wiederhold, P. E.  
President – Walker, Wiederhold, & Associates, L. L. C.

OEW:lg

U. S. Postal Service & e-mail

Cc: Project File 2-01289

Appendix F

**BRINKLEY SARGENT ARCHITECTS  
BILLING RATES  
2006**

<b>TITLE</b>	<b>RATE/hr.</b>
<b>Senior Principal</b>	<b>190.00</b>
<b>Principal/Project Manager</b>	<b>120.00</b>
<b>Project Manager/Associate</b>	<b>110.00</b>
<b>Construction Administrator</b>	<b>95.00</b>
<b>Senior Programmer</b>	<b>85.00</b>
<b>Staff Architect</b>	<b>85.00</b>
<b>Architectural Designer II</b>	<b>80.00</b>
<b>Architectural Designer I</b>	<b>75.00</b>
<b>Interior Designer</b>	<b>70.00</b>
<b>Administration</b>	<b>55.00</b>

# **City of Copperas Cove City Council Agenda Item Report**

**March 11, 2007**

## **Agenda Item No. I-3**

**Contact – Tim Molnes, Police Chief 547-4274**  
tmolnes@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on approving Amendment No. 1 to the architectural services contract for the new police facility between the City of Copperas Cove and Brinkley Sargent Architects, changing the contract amount from \$500,000 to \$883,840.**

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### **1. BACKGROUND/HISTORY**

On December 12, 2006 City Council authorized the City Manager to enter into a contract for professional architectural services with Brinkley Sargent Architects in the amount of \$500,000. In addition, on November 20, 2007 Brinkley Sargent provided City Council with an update on the new police facility timeline. During the presentation, City Council was informed on the increasing construction costs of the project from \$5,000,000 to \$7,956,000.

### **2. FINDINGS/CURRENT ACTIVITY**

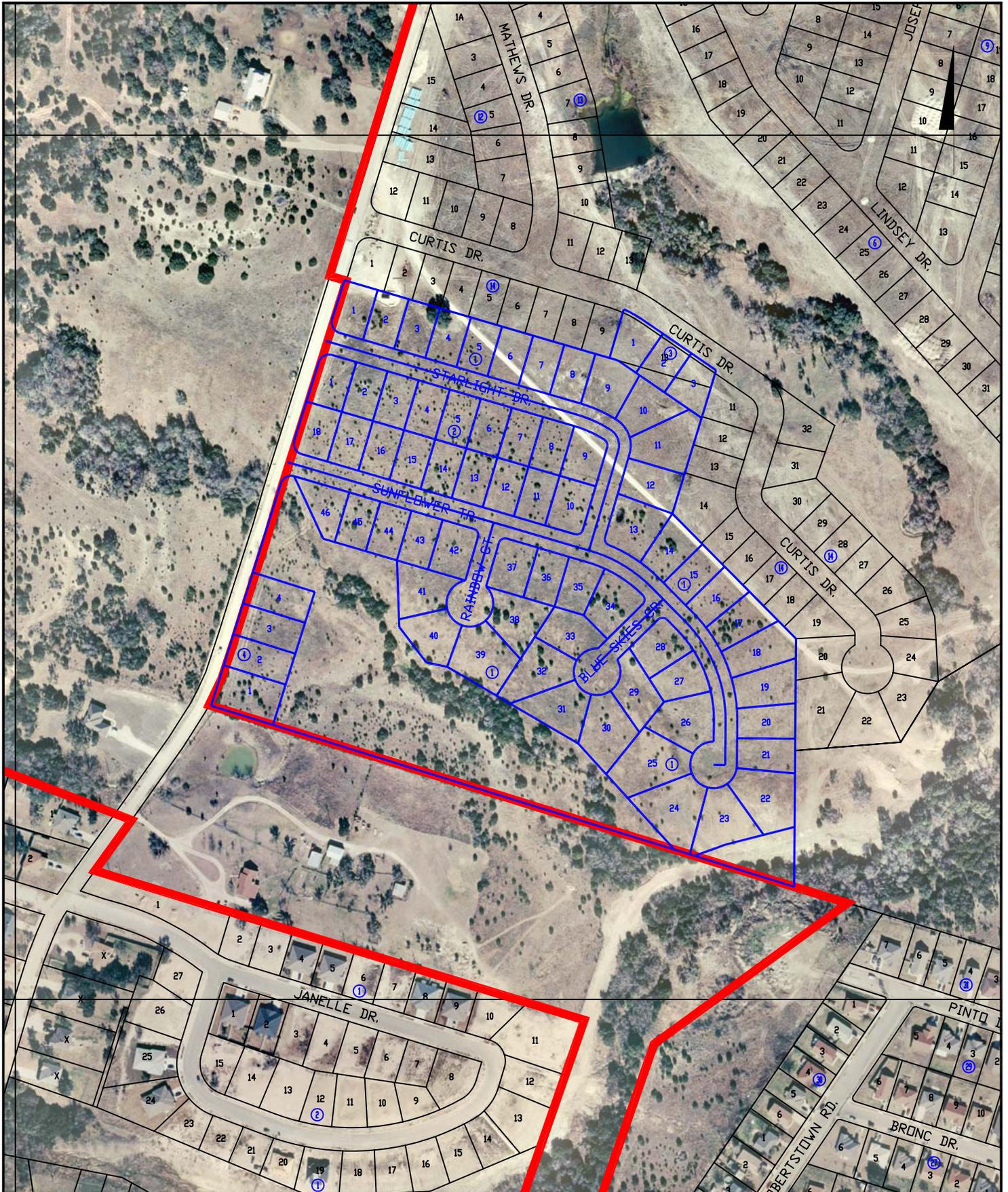
This amendment will be for the additional work Brinkley Sargent Architects will be required to perform as a result of the increase in construction costs and the acquisition of the 2.9 acre site. The original contract provides that the contract between the City and Brinkley Sargent Architects cannot exceed eight percent of the total cost of the project. This amendment is six percent of the total cost of the project.

### **3. FINANCIAL IMPACT**

A portion of the funds will be provided by the 2006 Tax Notes and the remaining will be funded by the 2007 CO bonds.

### **4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends approval of Amendment No. 1 to the architectural services contract for the new police facility between the City of Copperas Cove and Brinkley Sargent Architects, changing the contract amount from \$500,000 to \$883,840.



# SUMMER PLACE

## FINAL PLAT

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

DATE:	FEBRUARY 29, 2008
REVISIONS:	N/A
SCALE:	1" = 300'
DESIGNED BY:	City of Copperas Cove, TX
DRAWING FILE:	SUMMER PLACE.plt
SHEET:	1 of 1

PLANNING AND ZONING COMMISSION  
PUBLIC HEARING  
February 20, 2008  
7:00 p.m.



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**SUBJECT: Staff Report – Final Plat Application – Summer Place**

To: Planning and Zoning Commission

From: Scott Wallace  
Interim City Planner

Date: February 14, 2008

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**Application**

This application, submitted by Fieldstone Inc., requests final plat approval for Summer Place. The proposal is to plat 70 lots in 3 blocks for duplexes on the existing 27.215 acre parcel. The property was annexed into the city in October of 2007 and rezoned R-2 to accommodate the duplexes.

**Location**

The property is located along the east side of Summers Road adjoining the south boundary of House Creek North Subdivision, Phase One.

**Surrounding Uses**

North - Residential R-1 zoning  
South - Residential R-1 zoning  
East - Undeveloped  
West - Summers Road

**Existing Zoning**

The existing zoning is R-2 Two Family Residential District. Two family residential is an allowed use in this district.

**Utilities**

The City of Copperas Cove has both water and sewer facilities available, although part of the property is currently in the Topsey Water Supply CCN. There is an agreement with Topsey Water for the City to provide water to larger subdivisions and they will supply smaller areas.

**Findings**

After review of this final plat, staff submits the following comments:

1. The issue that was found in the preliminary plat has been worked out with the developers by the Fire Department and Planning Department.
2. An easement is now included along the south property lines of Lots 36 and 37 in order to gain access to the dedicated park area.

**Recommendations**

Considering the findings above and other information provided herein, staff recommends that this final plat be approved.

The Planning and Zoning Commission need to make a recommendation to the City Council as they are the approving authority for this final plat.

# **City of Copperas Cove**

## **City Council Agenda Item Report**

**March 11, 2008**

### **Agenda Item No. I-4**

**Contact – Scott Wallace, Interim City Planner, 547-4221**  
swallace@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on approval of the final plat of Summer Place.**

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#### **1. BACKGROUND/HISTORY**

Fieldstone, Inc. is requesting final plat approval of Summer Place. This 27.215 acre tract was annexed into the city and rezoned R-2 to accommodate duplexes in October of 2007. This two-family residential subdivision consists of seventy-one (71) lots. Summer Place is located on Summers Road adjoining the south boundary of House Creek North Subdivision.

#### **2. FINDINGS/CURRENT ACTIVITY**

The Planning and Zoning Commission held a public hearing on February 20, 2008 and voted to recommend approval of this plat of Summer Place. The construction plans for this subdivision have been presented and await approval. Sidewalks will be required adjacent to all public rights-of-way.

#### **3. FINANCIAL IMPACT**

N/A.

#### **4. ACTION OPTIONS/RECOMMENDATION**

City Staff recommends the City Council hold a public hearing on this item. City Staff further recommends this final plat be approved.

**LETTER OF AGREEMENT BETWEEN  
THE CITY OF COPPERAS COVE AND  
GRANT DEVELOPMENT SERVICES, INC.**

**STATE OF TEXAS**

**COUNTY OF CORYELL**

This Agreement, made and executed this \_\_\_\_\_ day of \_\_\_\_\_ 2008 by and between the **City of Copperas Cove**, acting through its duly authorized official, Andrea Gardner, City Manager, hereinafter referred to as "City", and **Grant Development Services, Inc.** acting through its duly authorized official J. Gandolf Burrus, President, hereinafter referred to as "GDS", witnesseth:

WHEREAS, the CITY has been awarded an Indoor Recreation Grant from the Texas Parks and Wildlife Department hereinafter referred to as "TPWD" in the amount of \$417,563, and

WHEREAS, the CITY desires to engage GDS to render professional services for administration and implementation of the park construction funded by Indoor Recreation Grant from the TPWD.

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

1. **TIME OF PERFORMANCE:** The services to be provided by GDS shall commence upon execution of this Letter of Agreement. All services required and rendered under this agreement shall be completed within 36 months of TPWD award or upon the issuance of a Certificate of Construction Completion for the park issued by the City, whichever occurs first.
2. **SCOPE OF SERVICES:** The Scope of Services provided by GDS shall consist of all items listed on the attached "PART II: PROFESSIONAL MANAGEMENT SCOPE OF SERVICES".
3. **COMPENSATION:** All services described in the Letter of Agreement shall be provided for a lump sum fee of **\$41,756.00 (Forty One Thousand Seven Hundred and Fifty Six Dollars and no cents)**. Compensation shall be paid according to a fee schedule negotiated at the time of contract execution.
4. **ACCESS TO INFORMATION:** It is agreed that all materials, data, reports, records and maps necessary for carrying out the Work described in Section 2 of this Agreement shall be readily made available to GDS at no cost to GDS.

5. **AMENDMENTS TO LETTER OF AGREEMENT:** The sum total of the sections set forth in this Letter of Agreement constitutes a legally binding contract between the CITY and GDS. The Letter of Agreement may be amended only in writing and shall require the mutual consent of both parties. Should amendments be requested that exceed the Scope of Services provided in Section 2, GDS shall have the right to request additional compensation. The amount of additional compensations shall be negotiated based on the scope of the additional services to be performed.
6. **GDS RESPONSIBILITIES:** In addition to the obligations outlined in Section 1 and Section 2 of this Letter of Agreement, GDS agrees to comply with all requirements and any and all applicable rules, laws, or regulations, Federal State and local. GDS shall assume full responsibility for payments of Federal, State and local taxes for compensation received for services performed under this Letter of Agreement.
7. **TERMINATION OF AGREEMENT:** Termination of this Letter of Agreement, with or without cause shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail. Should the Letter of Agreement be terminated, GDS shall be entitled to compensation for services performed prior to notice of termination at a rate of \$100.00 (One Hundred Dollars and no cents) per hour.
8. **JURISDICTION:** All obligations of the parties created under this Letter of Agreement shall be performable in Coryell County, Texas.

**Approved this \_\_\_\_ day of \_\_\_\_\_, 2008**

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**Andrea Gardner, City Manager  
For the City of Copperas Cove**

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**Jane Lees, City Secretary  
City of Copperas Cove**

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

## **PART II**

### **PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

The Management Firm shall provide the following scope of services:

#### **A. Project Management**

1. Develop a record keeping system consistent with program guidelines, including the establishment of a filing system
2. Maintenance of filing system
3. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters
4. Furnish Locality with necessary forms and procedures required for implementation of grant funded portions of the project
5. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and TPWD
6. Prepare and submit quarterly reports (progress and minority hiring)
7. Establish procedures to document expenditures associated with local administration of the project including volunteer labor and materials donations.
8. Provide guidance to Locality regarding acquisition of property if required
9. Serve as liaison for the Locality during any inspections or site visits by staff representatives from TPWD
10. Provide ongoing general advice and technical assistance to Locality personnel on implementation of project and regulatory matters

#### **B. Financial Management**

1. Assist the Locality in documenting its ability to manage the grant funds to the state's audit division
2. Prepare all fund drawdowns on behalf of the Locality in order to ensure orderly, timely payments to all contracting parties within the allotted time period
3. Review invoices received for payment and file back-up documentation
4. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters

5. Assist the Locality in establishing procedures to handle the use of any TPWD program income

C. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable)
  - Assist Locality in determining whether and/or what TPWD contract activities will be carried out in whole or in part via force account labor
  - Assist Locality in determining whether or not it will be necessary to hire temporary employees to specifically carry out TPWD contract activities
  - Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity
3. Assist Locality in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements
4. Provide assistance to or act as local labor standards officer. Notify Department in writing of name, address, and phone number of appointed labor standards compliance officer
5. Issue Notice of Start of Construction to Department
6. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews
7. Process and submit change orders to Department prior to execution
8. Submit Certificate of Construction Completion/Final Wage Compliance Report and submit to Department

D. Land Acquisition

1. Assist city in securing services of a firm to perform land appraisals
2. Assist selected appraiser in utilizing form and formats required by the TPWD for the final land appraisals.
3. Prepare and submit all land acquisition reports

E. Close Out

1. Prepare all required TPWD project close out documentation
2. Assist city in hosting final inspection by TPWD staff
3. Ensure that all eligible funds due to the city are recovered

## PART III

### TERMS AND CONDITIONS

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

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

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

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

4. Personnel.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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

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

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

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

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

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. I-5

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

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**SUBJECT: Consideration and action on authorizing the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. for the administration of the Texas Parks & Wildlife Department (TPWD) Grant Award not to exceed \$41,756.**

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#### 1. BACKGROUND/HISTORY

Indoor Recreation Grants are made from the Texas Recreation and Parks Account to Texas local governments for the acquisition and/or development of indoor recreation facilities. This program provides matching fund assistance to local governments for outdoor and indoor recreation.

Funds available under the Outdoor Recreation Program statewide included \$2,068,626 from Fiscal Year 2008 TRPA revenue. The Texas Parks and Wildlife Department accepts applications for funding under the Indoor Recreation Program once per year.

In April 2007, the City of Copperas Cove hired Grant Development Service to prepare the application for funding to the Texas Parks and Wildlife Department.

On May 1, 2007 the City Council passed resolution 2007-19 authorizing the submission of the application for funding.

In January 2008, the application was funded by the TPWD Board in the amount of \$417,563.

The Copperas Cove Community Recreation Complex project is aimed at providing indoor recreation opportunities for a young and active population. Copperas Cove intends to develop its first Indoor Recreation facility to provide a variety of recreational opportunities. The Community Recreation Complex will offer an array of both indoor and outdoor facilities. In addition to serving as a social center for community activities, the Complex will support programs for the elderly and at youth-at-risk.

The facility includes several large spaces that can be used for more than one activity at a time, providing for a more efficient use of resources.

**Leisure pool** – recreational swimming, water aerobics

**Weight/fitness room** – weight lifting, cardio training

**Gymnasium** – basketball, volleyball, jogging

**Arts and Crafts Center** – painting, weaving

**Game Room** – table tennis, board games, darts

**Kids Activity Area** -- child crafts, learning games

The plans also include extensive support facilities: control desk, commercial kitchen, locker rooms, restrooms, and staff offices. However, these will be funded outside the scope of the grant so that TPWD funds can be directed entirely to recreation.

## **2. FINDINGS/CURRENT ACTIVITY**

Grant Development Services, Inc. will work with city staff, contract architect and engineer to administer the TWPD Grant. The administrator will prepare necessary documents to implement the grant and draw grant funds as reimbursements of city expenditure.

After appropriate actions have been completed in the planning and design of the Recreation Center, the project construction will be let through a bid contract process as required by city ordinance and grant regulations.

## **3. FINANCIAL IMPACT**

Funding for the \$41,756 grant administration fee, to be conducted by GDS, Inc., has been included in anticipated issuance of 2008 Tax Notes. Should the City Council choose not to authorize the issuance of the 2008 Tax Notes, a budget amendment will be required in the General Fund Parks & Recreation Department budget in the amount of \$41,756.

## **4. OPTIONS/RECOMMENDATION**

City Staff recommends authorization be granted to the City Manager to enter into a Letter of Agreement with Grant Development Services, Inc. to provide all professional services associated with the administration of the grant funding secured under the Texas Parks Wildlife Department (TPWD) Indoor Recreation Program not to exceed \$41,756.



March 14, 2012

Ms. Andrea Gardner  
Interim City Manager  
City of Copperas Cove  
507 S Main St  
Copperas Cove, TX 76522

**Subject: Proposal for FEMA Grant Management Services – Extension/Addendum of 404 Hazard Mitigation Assistance**

Dear Ms. Gardner,

Thank you for allowing Adjusters International (AI) to submit this proposal to extend our services so that we may complete our work for FEMA Grant Management Services to the City of Copperas Cove (City). We estimate that it will take an additional \$10,000 in funding to complete our work; we therefore respectfully ask for an additional \$10,000 allocation of funds to be approved for our services.

As you know, the process and time consumed is predicated on the State and FEMA, however, we will endeavor to complete our work within this funding allocation. In no event will we exceed this threshold without approval from the City. I have copied the original proposal below for ease of reference.

Thank you for your confidence in Adjusters International,

John Marini  
Vice President

**Our Goal:** AI will augment the City's team with experienced personnel with the goal of allowing you to not only receive all available funding you are entitled to by regulation, but also retain those funds during subsequent audits.

### **Approach and Scope of Work**

AI will provide the City with services designed to help maximize FEMA funding, expedite the process, and retain funds during project closeout and audit. The following bullets present the services that are available under this engagement.

### **Grant Management Tasks:**

- Provide general grant management advice
- Assist in the development of mitigation proposals under Sections 404 and 406 of the Stafford Act
- Assist in the development of a disaster-recovery team
- Assist in the development of a comprehensive recovery strategy
- Provide advice to disaster-recovery team as appropriate and participate in meetings
- Prepare draft correspondence to State and FEMA as necessary
- Assist City in developing approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared to date by departments
- Assist in capturing and summarizing eligible costs for selected departments
  
- Assist in the Project Formulation process
  - Standard
  - Improved
  - Alternate

### **Eligibility Tasks:**

- Review eligibility issues, and work with the City to develop justifications for presentation to FEMA and the State
- Attend meetings with the City, State and FEMA to negotiate individual Project Worksheets as needed
- Assist City departments with compiling and summarizing Category A and B costs for presentation to FEMA and the State

- Assist the City to prepare Project Worksheets for small and large projects based upon information provided by the departments
- Provide direct oversight to departments having difficulty with their claims
- Assist in determining if any eligible damages have not been quantified and presented to Project Officers
- Work with the City to resolve disputes that may arise
- If the City disagrees with FEMA determinations, assist to strategize and write appeals.
- When the City has completed all projects and drawn down reimbursement for all eligible costs, assist with finalizing preparations for State/FEMA final inspections and audits, and participate in exit conferences with State/FEMA.

#### **Engagement Management Tasks:**

- Assist with the preparation of a program management plan
- Conduct status meetings
- Review invoices and supporting documentation

Because of the nature of federal funding, AI can make no guarantees concerning the amount of funding the City will receive from FEMA.

#### **Staffing**

The number of staff required to provide **404 Hazard Mitigation consulting** will be discussed and agreed upon with the City. Other AI consulting staff will provide support as required and authorized by the City.

#### **Compensation and Schedule**

AI proposes to perform the **404 Hazard Mitigation** portions of this engagement on a time and expense basis.

AI's compensation will be a function of the level of effort provided to the City, and based on tasks requested. The fee for this service will not exceed \$34,000 without further authorization from the City. The following table presents AI rates by engagement team member or position.

## Professional Fees

	Hourly Rate
Senior Consultant	\$255
Consultant	\$185
Administrative	\$75

Expenses will be billed to the City at AI's cost. Expense reimbursement will include airfare, transportation, lodging, meals and incidentals. AI will make every effort to keep expenses to a minimum. We encourage the City to assist us with this by any means available. To simplify billings, we are agreeable (and prefer) to establishing Per Diems that are agreeable to the both the City and AI as long as they accurately reflect the current economic conditions.

AI will provide progress reports to the City as appropriate. These reports will serve as the support for bi-weekly progress invoicing.

As this is a time and expense engagement and the City has the ability to decide which tasks AI will assist them with. Consequently, the overall cost of this engagement is subject to the City's desired level and length of AI's service. We propose to discuss lengths of service and establish not to exceed thresholds if the City extends our service.

Professional fees and expenses will be invoiced on a monthly basis. Because of AI's timekeeping system, some invoices may be for periods of less or more than thirty days.

## City Responsibilities

To assist us in completing the various work tasks described, the City may need to assemble and provide the following information and resources:

- A central contact person
- A City organization chart, together with a list of names, roles, and phone numbers of personnel involved in FEMA grant management/insurance claim(s)
- Access to all relevant disaster-related files
- Access to knowledgeable individuals who can answer questions and assist in obtaining additional information, including engineering staff, finance, accounting staff, and grant management staff

- Available written explanations of how the City calculates its fringe benefit and indirect cost rates
- Sample cost summaries
- Written grant management guidelines and other correspondence from the State or FEMA
- A work area, such as a conference room, including access to phone, fax, internet and copier

Thank you again for this opportunity to assist the City. If you have any questions or concerns, please contact me at 315-415-2963.

Very truly yours,



John W. Marini  
Vice President

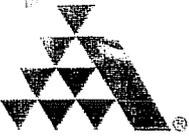
AGREED TO AND APPROVED BY

BY (NAME): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



September 4, 2007

Ms. Andrea Gardner  
Interim City Manager  
City of Copperas Cove  
507 S Main St  
Copperas Cove, TX 76522

Subject: **Proposal for FEMA Grant Management Services – 404 Hazard Mitigation**

Dear Ms. Gardner,

Thank you for allowing Adjusters International (AI) to submit this proposal for FEMA Grant Management Services to the City of Copperas Cove (City).

**Our Goal:** AI will augment the City's team with experienced personnel with the goal of allowing you to not only receive all available funding you are entitled to by regulation, but also retain those funds during subsequent audits.

### **Approach and Scope of Work**

AI will provide the City with services designed to help maximize FEMA funding, expedite the process, and retain funds during project closeout and audit. The following bullets present the services that are available under this engagement.

### **Grant Management Tasks:**

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**Eligibility Tasks:**

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- Assist the City to prepare Project Worksheets for small and large projects based upon information provided by the departments
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Because of the nature of federal funding, AI can make no guarantees concerning the amount of funding the City will receive from FEMA.

**Staffing**

The number of staff required to provide **404 Hazard Mitigation consulting** will be discussed and agreed upon with the City. Other AI consulting staff will provide support

**Compensation and Schedule**

AI proposes to perform the **404 Hazard Mitigation** portions of this engagement on a time and expense basis.

AI's compensation will be a function of the level of effort provided to the City, and based on tasks requested. The fee for this service will not exceed \$34,000 without further authorization from the City. The following table presents AI rates by engagement team member or position.

**Professional Fees**

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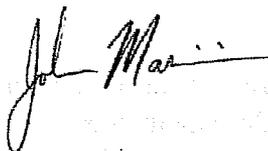
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- Access to all relevant disaster-related files
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- Available written explanations of how the City calculates its fringe benefit and indirect cost rates
- Sample cost summaries
- Written grant management guidelines and other correspondence from the State or FEMA
- A work area, such as a conference room, including access to phone, fax, internet and copier

Thank you again for this opportunity to assist the City. If you have any questions or concerns, please contact me at 315-415-2963.

Very truly yours,



John W. Marini  
Vice President

AGREED TO AND APPROVED BY

BY (NAME): ANDREA M. GARDNER

SIGNATURE: Andrea M. Gardner

TITLE: INTERIM CITY MGR

DATE: 9-6-07

# City of Copperas Cove City Council Agenda Item Report

March 11, 2007

## Agenda Item I-6

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

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**SUBJECT: Consideration and action on authorizing the City Manager to enter into an amendment with Adjusters International for additional fees of \$10,000 to facilitate future services for the 25<sup>th</sup> Street Drainage 404 Hazard Mitigation Project.**

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### 1. BACKGROUND/HISTORY

On September 7, 2007 City Council authorized the City Manager to enter into a contract for professional consultant services with Adjusters International to provide the City with assistance with the application for funding from State of Texas 404 Hazard Mitigation Program and Federal Emergency Management Agency (FEMA). The original agreement amount was not to exceed \$34,000.

### 2. FINDINGS/CURRENT ACTIVITY

On February 26, 2008 the City was officially notified that the 25<sup>th</sup> Street Drainage Project was selected by the State of Texas 404 Review Group. As a result, Adjuster's International provided the State's 404 Review Group with the submittal of additional data required before the project could be forwarded to FEMA for fund obligation.

Additionally, funds in the amount of \$10,000 are requested for possible additional data submittals that may be required by the State of Texas 404 Review Group or FEMA should the project be approved.

### 3. FINANCIAL IMPACT

The \$10,000 will be expended from the Drainage Utility operating budget for FY 2007-2008.

### ACTION OPTIONS/RECOMMENDATION

City Staff recommends authorizing the City Manager to enter into an amendment with Adjusters International for additional fees of \$10,000 to facilitate future services for the 25<sup>th</sup> Street Drainage 404 Hazard Mitigation Project.

**RESOLUTION NO. 2008-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, DECLARING SUPPORT OF FORT HOOD AREA HABITAT FOR HUMANITY'S APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.**

**WHEREAS,** The City of Copperas Cove has previously supported Habitat for Humanity Projects by waiving City required fees; and

**WHEREAS,** Habitat for Humanity provides a service to members of our community by providing affordable housing to low income families who otherwise would not be afforded that opportunity.

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

**SECTION 1.**

The City of Copperas Cove hereby declares its support of Fort Hood Area Habitat for Humanity's application for funding through the Texas Department of Housing and Community Affairs.

**PASSED, APPROVED, AND ADOPTED** on this 11th day of March 2008 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.

\_\_\_\_\_  
Roger P. O'Dwyer, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James R. Thompson, City Attorney

# City of Copperas Cove

## City Council Agenda Item Report

March 11, 2008

### Agenda Item No. I-7

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

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**SUBJECT:** Consideration and action on Resolution No. 2008-07, declaring support of Fort Hood Area Habitat for Humanity's application for funding through the Texas Department of Housing and Community Affairs.

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#### 1. BACKGROUND/HISTORY

City Staff received a request on February 12, 2008 from the Fort Hood Area Habitat for Humanity Executive Director to provide support in an acceptable form for its funding application through the Texas Department of Housing and Community Affairs.

#### 2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove has previously supported Habitat for Humanity projects by waiving City required fees (tap fees, permit fees, etc.). Declaration of the requested support would be provided by waiving City required fees for the Habitat for Humanity projects upon funding approval.

#### 3. FINANCIAL IMPACT

The total of City fees to be waived at this time is uncertain.

#### 4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council approve Resolution 2008-07, declaring support for Fort Hood Area Habitat for Humanity's funding application through the Texas Department of Housing and Community Affairs.

**ORDINANCE NO. 2008-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 120, (SALARY PROGRAM ADMINISTRATION) AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 120, (SALARY PROGRAM ADMINISTRATION) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Copperas Cove has not updated this ordinance since November 20, 2007.

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

**Section 1.**

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by repealing the current personnel policy, No. 120, (Salary Program Administration) and replacing the existing policy with a revised personnel policy, No. 120, (Salary Program Administration) correctly shown by the attached Exhibit "A";

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

**Section 6.**

That this ordinance shall be effective March 11, 2008.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS**, this 11th day of March 2008, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

\_\_\_\_\_  
Roger P. O'Dwyer, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane Lees, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
James R. Thompson, City Attorney

**SALARY PROGRAM ADMINISTRATION**  
**Policy #120**

March 2008

This policy applies to regular, salaried positions, full-time and part-time, exempt and non-exempt personnel.

The City strives to pay salaries competitive with those in our community, recognizing individual effort and contribution to the City's success. Determination of salary policy is the responsibility of the City Manager, Human Resources Director, Assistant City Manager/Director of Finance, and must be approved by the City Council. The Human Resources Department handles the administration.

**SALARY PROGRAM ELEMENTS**

A. Salary Ranges. Each position has been assigned a salary range. Within this framework, an employee's salary will be related to demonstrated performance. Employees will receive a salary that is within the range limits of the applicable position.

1. Range Minimum. In most cases, the minimum of the appropriate salary range will be paid to all qualified employees. No person is to be offered a salary that is below the minimum, or above the midpoint, of the salary range for the job. Salary offers may be made, with City Manager approval, up to midpoint of the salary range. Salary offers are to be based on the required qualifications of the position. In addition they must be consistent in relation to other offers made and to the salaries paid to current employees in that same position.

2. Range Maximum. The maximum of a salary range normally provides an upper limit of what employees may be paid. However, it is not an absolute limit, and the condition described in Section A.3 may allow an employee to be paid above the maximum.

3. Red Circle Salary. If an employee is paid over the maximum of the range for the classification, the salary will not be reduced. Rather, the employee will ordinarily be considered ineligible for an increase in pay (red circled) until an adjustment in the salary structure or a promotion to a higher position brings the rate within the established range for the position.

B. Salary Review Frequency.

Merit Salary Increases. Reviews for merit salary increases are conducted once a year, normally during the budget process. They will range in percentages of base salary as determined through the merit budgeting process. Salary increases are not granted automatically, but only as a result

**SALARY PROGRAM ADMINISTRATION**  
**Policy #120**

March 2008

of demonstrated performance, documented by a job-related performance appraisal.

Across the Board Raises or Cola Allowances. An "Across the Board" or "COLA Allowance" may be recommended by the City Manager and approved by the City Council for employees. If this occurs then the salary ranges on the pay scale will be adjusted accordingly.

C. Promotion Increases: A promotion is a change in status for an employee to a higher paid position. Salary increases generally are granted immediately upon promotion. Employees promoted into a higher paying position will begin at the minimum step of the salary range for the new position. If their current salary is above the minimum step for the new position, the employee's salary will be increased up to 5% of prior base salary. A lesser amount may be justified if the employee has received a substantial increase within the last six months or a significant learning period is involved.

**MAINTENANCE OF SALARY STRUCTURE**

Positions included in the City pay structure will be reviewed by the Human Resources Department each year to determine if a recommendation needs to be made to the City Manager and Assistant City Manager/ Director of Finance for change. Adjustments will be made to the structure, as required, after approval from the City Manager, Assistant City Manager/Director of Finance and the City Council.

**City of Copperas Cove 2007/2008**  
**Position Listing and Salary Ranges by Department**  
**Updated 3-11-2008**

Fund #	Dept #	No. EE's	Department Name	Position Title	Hourly Salary Minimum	Hourly Salary Maximum
01	22	1	City Manager	Secretary to the City Manager	\$ 13.17	\$ 19.40
01	22	1	City Manager	City Manager	Unclassified	Unclassified
01	23	1	City Secretary	Deputy City Secretary	\$ 13.61	\$ 20.05
01	23	1	City Secretary	City Secretary	Unclassified	Unclassified
01	31	2	Finance	Accounting Technician	\$ 12.63	\$ 18.60
01	31	1	Finance	Senior Accountant	\$ 17.35	\$ 25.56
01	31	1	Finance	Budget Analyst	\$ 21.81	\$ 32.13
01	31	1	Finance	Assistant Dir. of Finance/Purchasing Officer	\$ 23.59	\$ 34.75
01	31	1	Finance	Director of Financial Services	Unclassified	Unclassified
01	34	1	Human Resources	Human Resources Coordinator	\$ 12.78	\$ 18.82
01	34	1	Human Resources	Human Resources Director	Unclassified	Unclassified
01	35	1	Information Systems	Information Systems Specialist I	\$ 13.46	\$ 19.83
01	35	1	Information Systems	Information Systems Specialist II	\$ 21.15	\$ 31.15
01	35	1	Information Systems	Director of Information Systems	Unclassified	Unclassified
01	41	5	Municipal Court	Clerk for Court	\$ 10.47	\$ 15.42
01	41	1	Municipal Court	Assistant Supervisor of Municipal Court	\$ 12.44	\$ 18.32
01	41	1	Municipal Court	Supervisor - Court	\$ 20.00	\$ 29.46
03	41	1	Municipal Court	Bailiff	\$ 15.81	\$ 23.29
01	42	2	Police	Senior Records Clerk	\$ 10.47	\$ 15.42
01	42	1	Police	Administrative Assistant	\$ 11.48	\$ 16.91
01	42	1	Police	Administrative Assistant Training and Evidence	\$ 11.48	\$ 16.91
01	42	12	Police	Police Communications/Operator	\$ 11.50	\$ 16.94
01	42	1	Police	Executive Secretary	\$ 13.17	\$ 19.40
01	42		Police	Patrol Officer - Non Certified in Academy	\$ 12.76	-
01	42		Police	Patrol Officer - Certified in FTP	\$ 14.25	-
01	42	36	Police	Patrol Officer - Certified	\$ 17.17	\$ 25.29
01	42	5	Police	Police Corporal	\$ 21.08	\$ 31.05
01	42	8	Police	Police Sergeant	\$ 22.80	\$ 33.58
01	42	3	Police	Police Lieutenant	\$ 25.85	\$ 38.08
01	42	1	Police	Police Deputy Chief	\$ 29.20	\$ 43.01
01	42	1	Police	Chief of Police	Unclassified	Unclassified
01	4250	1	Police	Public Information Officer	\$ 20.67	\$ 30.45
01	43	1	Animal Control	Clerk	\$ 9.27	\$ 13.65
01	43	2	Animal Control	Animal Control Officer	\$ 10.29	\$ 15.16
01	43	1	Animal Control	Supervisor - Animal Control	\$ 15.00	\$ 22.10
01	44	33	Fire	Firefighter (2904 hour work year)	\$ 11.24	\$ 16.56
01	44	1	Fire	Administrative Assistant	\$ 11.48	\$ 16.91
01	44	0.5	Fire	Administrative Assistant/Support Services	\$ 11.48	\$ 16.91
01	44	6	Fire	Fire Lieutenant (2904 hour work year)	\$ 13.42	\$ 19.77
01	44	3	Fire	Fire Captain (2904 hour work year)	\$ 14.65	\$ 21.58
01	44	1	Fire	Support Services Officer	\$ 15.70	\$ 23.13
01	44	3	Fire	Fire Battalion Chief (2904 hour work year)	\$ 17.46	\$ 25.72
01	44	1	Fire	Fire Inspector/Lieutenant	\$ 18.74	\$ 27.60
01	44	1	Fire	Fire Marshal	\$ 20.45	\$ 30.12
01	44	1	Fire	Training/EMS Chief	\$ 24.37	\$ 35.90
01	44	1	Fire	Deputy Fire Chief /Emergency Management	\$ 26.56	\$ 39.12
01	44	1	Fire	Fire Chief	Unclassified	Unclassified
01	4420	1	Fire	Emergency Management Coordinator	\$ 19.98	\$ 29.43
01	51	1	Engineering	Public Improvements Inspector	\$ 19.61	\$ 28.89

**City of Copperas Cove 2007/2008**  
**Position Listing and Salary Ranges by Department**  
**Updated 3-11-2008**

Fund #	Dept #	No. EE's	Department Name	Position Title	Hourly Salary Minimum	Hourly Salary Maximum
01	51	1	Engineering	Projects Director/City Engineer	Unclassified	Unclassified
01	52	1.5	Building/Development Svcs	Receptionist	\$ 9.22	\$ 13.58
01	52	1	Building/Development Svcs	Administrative Assistant	\$ 11.48	\$ 16.91
01	52	1	Building/Development Svcs	Inspector	\$ 15.84	\$ 23.33
01	52	1	Building/Development Svcs	Inspector Senior	\$ 18.02	\$ 26.54
01	52	1	Building/Development Svcs	Chief Building Official	\$ 28.61	\$ 42.14
01	53	3	Street	Light Equipment Operator	\$ 10.02	\$ 14.76
01	53	2	Street	Heavy Equipment Operator	\$ 11.50	\$ 16.94
01	53	1	Street	Traffic Control Technician	\$ 11.50	\$ 16.94
01	53	1	Street	Lead Heavy Equipment Operator	\$ 14.00	\$ 20.62
01	54	7	Parks & Recreation	Laborer	\$ 9.27	\$ 13.65
01	54	2	Parks & Recreation	Light Equipment Operator	\$ 10.02	\$ 14.76
01	54	1	Parks & Recreation	Recreation/Aquatics Specialist	\$ 11.88	\$ 17.50
01	54	1	Parks & Recreation	Supervisor Parks	\$ 15.00	\$ 22.10
01	54	1	Parks & Recreation	Facilities/Senior Specialist	\$ 15.00	\$ 22.10
01	54	1	Parks & Recreation	Recreation Superintendent	\$ 20.29	\$ 29.89
01	54	1	Parks & Recreation	Director of Community Services	Unclassified	Unclassified
04	54	2	Parks & Recreation	Recreation Specialist	\$ 11.88	\$ 17.50
06	54	1	Parks & Recreation	Light Equipment Operator	\$ 10.02	\$ 14.76
01	55	1	Fleet Services	Parts Technician/Clerk	\$ 9.27	\$ 13.65
01	55	2	Fleet Services	Mechanic	\$ 13.18	\$ 19.41
01	55	1	Fleet Services	Lead Mechanic	\$ 15.09	\$ 22.23
01	55	1	Fleet Services	Supervisor - Fleet Services	\$ 19.06	\$ 28.08
01	56	0.5	Public Works	Street and Drainage Superintendent	\$ 20.90	\$ 30.79
01	57	3	Facility Maintenance	Custodian	\$ 8.71	\$ 12.83
01	57	2	Facility Maintenance	Facility Maintenance	\$ 12.12	\$ 17.85
01	61	1	Planning	Administrative Assistant	\$ 11.48	\$ 16.91
01	61	1	Planning	GIS Technician	\$ 18.50	\$ 27.25
01	61	1	Planning	City Planner	Unclassified	Unclassified
01	71	3	Library	Library Assistant I	\$ 9.59	\$ 14.13
01	71	0.5	Library	Library Assistant II	\$ 11.22	\$ 16.53
01	71	3	Library	Library Assistant III	\$ 12.79	\$ 18.84
01	71	0.5	Library	Outreach Specialist/Library Assistant	\$ 12.79	\$ 18.84
01	71	1	Library	Reference Assistant/Electronic Tech Coord III	\$ 13.30	\$ 19.59
01	71	1	Library	Assistant Director Library/Reference	\$ 18.30	\$ 26.96
01	71	1	Library	Director Library	Unclassified	Unclassified
01	72	0.5	Code & Health	Administrative Assistant/Support Services	\$ 11.48	\$ 16.91
01	72	2	Code & Health	Code Enforcement Officer	\$ 14.01	\$ 20.64
01	72	1	Code & Health	Health Inspector	\$ 14.01	\$ 20.64
09	74	2	Golf Course	Food & Beverage Worker	\$ 8.18	\$ 12.05
09	74	1.5	Golf Course	Golf Course Attendant	\$ 8.18	\$ 12.05
09	74	1	Golf Course	Clerk	\$ 9.27	\$ 13.65
09	74	1	Golf Course	Golf Shop Assistant	\$ 9.27	\$ 13.65
09	74	4.5	Golf Course	Laborer	\$ 9.27	\$ 13.65
09	74	0.5	Golf Course	Golf Course Mechanic	\$ 11.50	\$ 16.94
09	74	1	Golf Course	Heavy Equip Operator	\$ 11.50	\$ 16.94
09	74	1	Golf Course	Superintendent Golf Course	\$ 21.08	\$ 31.05
09	74	1	Golf Course	General Manager	\$ 28.56	\$ 42.07
05	76	5	Drainage Utility	Laborer	\$ 9.27	\$ 13.65
05	76	1	Drainage Utility	Supervisor Drainage	\$ 15.00	\$ 22.10

**City of Copperas Cove 2007/2008**  
**Position Listing and Salary Ranges by Department**  
**Updated 3-11-2008**

Fund #	Dept #	No. EE's	Department Name	Position Title	Hourly Salary Minimum	Hourly Salary Maximum
05	76	0.5	Drainage Utility	Street and Drainage Superintendent	\$ 20.90	\$ 30.79
02	80	1	Water & Sewer Admin	Executive Secretary	\$ 13.17	\$ 19.40
02	80	1	Water & Sewer Admin	Public Works Director	Unclassified	Unclassified
02	81	3	Utility Administration	Clerk/Cashier	\$ 9.78	\$ 14.41
02	81	4	Utility Administration	Meter Reader/Customer Service	\$ 9.78	\$ 14.41
02	81	1	Utility Administration	Senior Clerk/Cashier	\$ 10.78	\$ 15.88
02	81	1	Utility Administration	Billing Technician	\$ 11.79	\$ 17.37
02	81	1	Utility Administration	Supervisor - Utilities	\$ 19.60	\$ 28.87
02	82	1	Water Distribution	Heavy Equipment Operator	\$ 11.50	\$ 16.94
02	82	5	Water Distribution	Operator II Water Distribution	\$ 11.86	\$ 17.47
02	82	1	Water Distribution	Supervisor Installation	\$ 15.00	\$ 22.10
02	82	1	Water Distribution	Supervisor Pump Maintenance	\$ 15.00	\$ 22.10
02	82	1	Water Distribution	Superintendent Water Distribution	\$ 19.51	\$ 28.74
02	83	5	Sewer Collection	Operator II Sewer Collection	\$ 11.86	\$ 17.47
02	83	1	Sewer Collection	Assistant Supervisor/Operator III Sewer Coll	\$ 15.00	\$ 22.10
02	83	1	Sewer Collection	Superintendent - Sewer Collection	\$ 19.51	\$ 28.74
02	84	6	Wastewater Treatment	Operator II Wastewater	\$ 11.86	\$ 17.47
02	84	1	Wastewater Treatment	Laboratory Technician Wastewater	\$ 13.32	\$ 19.62
02	84	3	Wastewater Treatment	Chief Plant Operator Wastewater	\$ 17.27	\$ 25.44
02	84	1	Wastewater Treatment	Laboratory Technician - Senior Wastewater	\$ 17.27	\$ 25.44
02-01	84	2	Composting	Heavy Equipment Operator	\$ 11.50	\$ 16.94
02-01	84	1	Composting	Supervisor Composting	\$ 15.00	\$ 22.10
03	90	1	Solid Waste Collection	Administrative Assistant	\$ 11.48	\$ 16.91
03	90	1	Solid Waste Collection	Supervisor Solid Waste - Operations	\$ 15.00	\$ 22.10
03	90	1	Solid Waste Collection	Supervisor Solid Waste - Recycling/Admin	\$ 15.00	\$ 22.10
03	90	1	Solid Waste Collection	Solid Waste Superintendent	\$ 21.34	\$ 31.43
03	91	11	Solid Waste Collection	Driver	\$ 11.50	\$ 16.94
03	91	1	Solid Waste Collection	Mechanic/Relief Diver	\$ 13.18	\$ 19.41
03	92	0.5	Solid Waste Collection	Clerk/Dispatcher	\$ 9.27	\$ 13.65
03	92	1	Solid Waste Disposal	Clerk - Scale Operator	\$ 9.27	\$ 13.65
03	92	3	Solid Waste Disposal	Heavy Equipment Operator	\$ 11.50	\$ 16.94

# City of Copperas Cove City Council Agenda Item Report

March 11, 2008

## Agenda Item No. I-8

Contact – Kelli Sames, Human Resources Director, 547-4221  
ksames@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on Ordinance No. 2008-10, amending Personnel Policy No. 120, Salary Program Administration.**

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### 1. BACKGROUND/HISTORY

The City of Copperas Cove currently has in effect Personnel Policy No. 120, Salary Program Administration. This policy establishes the standards and guidelines for the City of Copperas Cove's employee pay plan. From time to time City Staff makes recommendations to change this pay plan. In cases where changes are required to this policy, City Council's approval is required. This policy is attached for review.

### 2. FINDINGS/CURRENT ACTIVITY

Over the past several weeks, City staff has been evaluating the current employee organizational structure for the Information Systems Department, Fire Department, and the Utility Administration Department. Based on the evaluation work completed by City Staff, the following changes are proposed below. The respective Department Directors concur with the recommended changes that are proposed.

- **Information Systems**

#### **Reclassification of Positions –**

Information Systems Manager to Information Systems Director  
Information Systems Specialist to Information Systems Specialist II

#### **Add a Full Time Classification For –**

Information Systems Specialist I

This request is being made due to the increased responsibility that has been placed on the Information Systems Department. Specifically, the following items that are configured, maintained, administered, and provide IT support:

	1999	2008
City Computers	110	181
Laptops	6	38
Network Servers	1	13
Networks in City Buildings	1	14
City Buildings Networked Together	0	7
VPNs Connecting City Buildings	0	5
Network Hardware (switches, firewalls, wireless appliances, routers)	0	26
City Website/Webserver	0	1
City Email Server	0	1
City Email Accounts/Mailboxes	80 (2004)	151

**Monthly Statistics (Averages)**

Monthly Tech/Desktop Support Calls	98 (05-06)	145 (07-08)
Website Additions/Changes	60 (05-06)	93 (07-08)
Patches/Service Packs Deployed to Computers	900 (2005)	1554 (2007)

**Additional Tasks**

Administer Network Based Anti-Virus  
Administer Network Based Patch Management  
Broadcasting/Taping City Council Meetings

**INFORMATION TECHNOLOGY AREA STAFFING**

City Name	Number of IT staff
City of College Station	30 F/T
City of Corsicana	1 F/T
City of Georgetown	10 F/T & 1 P/T
City of Harker Heights	2 F/T
City of Killeen	20 F/T & 1 P/T
City of Lampasas	2 F/T
City of Pearland	4 F/T
City of Victoria	10 F/T
City of Waco	15 F/T & 1 P/T

- **Fire Department**

**Reclassification of Position –**

Part time Code Enforcement Clerk to Full Time Administrative Assistant to be split between Code Enforcement and the Fire Department.

Currently the Fire Department has a full time Support Services Officer (SSO) budgeted that is required to assist in coordinating administrative office operations of the department as well as periodically work shift when needed. The Code Enforcement Department has a part time clerk that handles the administration.

It is recommended that the Code Enforcement Clerk be reclassified to full time and to combine the administrative duties of the Fire Support Services Officer.

The current job duties of the Support Services Officer will be realigned to place the emphasis of the position for fire shift coverage.

- **Utilities Department**

**Reclassification of Position – One Clerk Cashier to Senior Clerk Cashier**

In September 2007 City Council approved Ordinance 2007-25 that reclassified the Assistant Supervisor of Utilities to a Billing Technician. Since the reclassification the Utilities Department has expressed a need for a Senior Clerk Cashier to assist the Supervisor with administrative duties and also fill in for the Supervisor in her absence.

**3. FINANCIAL IMPACT**

Information Systems – If both positions are filled by April 1, 2008 additional amounts of \$31,616 (salary and all associated benefits) will required for the remainder of FY 2007-08. A budget amendment will be required to cover additional costs.

Fire Department – No additional funds needed at this time; funding will be absorbed through personnel vacancy savings out of the FY 2007-08 department operating budget.

Utility Administration - No additional funds needed at this time; funding will be absorbed through personnel vacancy savings out of the FY 2007-08 department operating budget.

**4. ACTION OPTIONS/RECOMMENDATION**

Human Resources recommends approval of Ordinance No. 2008-10, amending the personnel policies.

<b>Krist Kindl Markt</b>		
<b>Income Statement</b>		
<b>Income</b>		
Booth Rental		\$ 13,020.00
Miss Krist Kindl Contest		500.00
Ornament Sale		74.00
City Tourism Funds		9,215.78
<b>Total income</b>		<b>\$ 22,809.78</b>
<b>Reimbursable Expenses</b>		
Entertainment		\$ 3,500.00
Advertising		5,715.78
<b>Total Requested for Reimbursement</b>		<b>\$ 9,215.78</b>
<b>Other Additional Expenses</b>		
Advertising		\$ 1,466.00
Printing		166.89
Signage		1,202.00
Electricity		1,137.60
Security		350.00
Ornaments		310.80
Decoratioins		175.98
Set Up/Lights/Float		1,806.47
Prizes		100.00
<b>Total</b>		<b>\$ 6,715.74</b>
<b>Net After City Reimbursement</b>		<b>\$ 6,878.26</b>
<b>Performance Measures</b>		
# of Attendies	Approx	4,000
# of Vendors	Approx	70
# of Hotel Rooms Bool	Approx	26

# Report on Activities Downtown Association

## Fourth Quarter 2007

Two of the Downtown Association's four events take place in the fourth quarter of the year—Safe Halloween and the Krist Kindl Markt. No tourism funds are used for Safe Halloween.

### *Safe Halloween*

Safe Halloween was held Wednesday, October 31<sup>st</sup>. Over 600 youngsters and their parents came downtown for activities. In addition to the distribution of candy by downtown businesses, church and civic groups, and business from outside the downtown area, the Downtown Association held a costume judging contest that spotlighted over 150 participants. Also, a variety of games were conducted free of charge to youngsters.

The only charge to attendees was for food and drinks provided by local vendors. Hot dogs, popcorn, and drinks were available at a minimum cost. The Downtown Association solicits sponsors for Safe Halloween to help defray the cost. The Downtown Association added \$834.75 to the sponsorship money.

### *Krist Kindl Markt*

Krist Kindl Markt was held Friday, Saturday, and Sunday, Nov. 30-Dec. 2. Although we have not been able to garner a count of how many people attend Krist Kindl, we estimate well over 4,000 people per day. (Since admission is free, we do not have a gate count.)

This year we had over 70 different vendors participating. We had 53 out-of-town vendors, 5 from outside Texas. Additional activities included a petting zoo, puppet shows, live entertainment, and a successful Little Miss Krist Kindl Pageant.

Net income from Krist Kindl was {- \$2,537.42}. We are requesting \$9,215.78 in reimbursement from City Tourism Funds.

Tourism funds have allowed us more latitude in selecting entertainment for Krist Kindl and for increased advertising. The funds are vital to our improving the festival.

# City of Copperas Cove City Council Agenda Item Report

March 11, 2008

## Agenda Item No. J-1

Contact – Linda Ledger, Copperas Cove Downtown Association, 547-4050  
[ledgerfamily@aol.com](mailto:ledgerfamily@aol.com)

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**SUBJECT: Copperas Cove Downtown Association FY 2007-08, First Quarter Report.**

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**1. BACKGROUND/HISTORY**

The Copperas Cove Downtown Association has a Hotel Occupancy Tax Agreement with the City of Copperas Cove associated with the Krist Kindle Markt and the City's Birthday Celebration. The Krist Kindl Markt was held November 30, 2007 to December 2, 2007. It is the responsibility of The Copperas Cove Downtown Association to provide a quarterly report on revenues, expenditures, and performance measures related to these events.

**2. FINDINGS/CURRENT ACTIVITY**

See attached report.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

None.

February 27, 2008

Mayor and City Council Members:

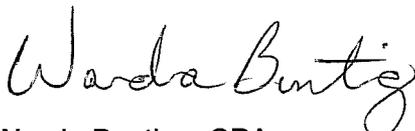
The Finance Department is pleased to submit the Monthly Financial Report for the month of January 2008. A budget in brief summary pamphlet is complete and will be provided to City Council this next week. The pamphlet will also be available at various locations throughout the City while supplies last. The fiscal year 2006-07 annual audit process is ongoing. Lott, Vernon & Company, P.C., the City's auditors, are working with City finance staff to complete the annual audit and the Comprehensive Annual Financial Report. The report will be presented to City Council at the second City Council meeting in March.

Year-to-date revenues through January 2008 are exceeding expenditures in all of the major funds of the City with the exception of the Golf Course Fund. Operating expenses at the Golf Course are exceeding the operating revenues by \$45,347, however, due to a transfer from the General Fund in October for \$59,072, the total Fund expenses exceed the total Fund revenues by only \$6,128.

The key economic indicators provide some insight for the financial activity of the City. The dollar value of building permits issued, sales tax collections, and the number of utility accounts established continue to show an increase from the prior year. The unemployment rate in the Killeen/Fort Hood region was slightly up in December 2007, data is not available for January 2008 as of this report date. The hotel occupancy tax collections are slightly below the prior year collections. The hotel occupancy tax collections continue to be evaluated to determine if there is a timing issue with the reporting of revenue from the various hotels. City staff will continue to monitor revenues and expenditures in all City funds and key economic indicators.

We hope the regular monitoring of the City's financial position will continue to provide the City Council with information that is useful for making sound policy decisions.

Respectfully submitted,



Wanda Bunting, CPA  
Director of Financial Services



## Monthly Newsletter - January 2008

### Performance

#### As of January 31, 2008

Current Invested Balance	\$5,919,661,192.90
Weighted Average Maturity (1)	20 Days
Weighted Average Maturity (2)	84 Days
Net Asset Value	1.000714
Total Number of Participants	603
Management Fee on Invested Balance	0.12%*
Interest Distributed	\$20,439,913.95
Management Fee Collected	\$241,194.93
% of Portfolio Invested Beyond 1 Year	11.78%
Standard & Poor's Current Rating	AAAm

#### January Averages

Average Invested Balance	\$5,667,039,740.61
Average Monthly Yield, on a simple basis	4.2033%
Average Weighted Average Maturity (1)*	22 Days
Average Weighted Average Maturity (2)*	80 Days

#### Definition of Weighted Average Maturity (1) & (2)

(1) This weighted average maturity calculation uses the SEC Rule 2a-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This Rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

(2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

\* The maximum management fee authorized for the TexSTAR Cash Reserve Fund is 12 basis points. This fee may be waived in full or in part in the discretion of the TexSTAR co-administrators at any time as provided for in the TexSTAR Information Statement.

Rates reflect historical information and are not an indication of future performance.

### New Participants

We would like to welcome the following entities who joined the TexSTAR program in January 2008:

- ★ City of Palmer
- ★ Highland ISD
- ★ Carlisle ISD
- ★ Kleinwood MUD
- ★ Brazoria County MUD 26
- ★ City of Shavano Park
- ★ Collingsworth County Hospital District
- ★ Jarrell Schwertner Water Supply Corp
- ★ Brazoria County MUD 16

### Holiday Reminder

Please note that in observance of the Presidents Day holiday, **TexSTAR will be closed on Monday, February 18, 2008.** Notification of any early transaction deadlines on the day preceding this holiday will be sent by email to the primary contact on file for all TexSTAR participants.

### Economic Commentary

As the first quarter began, it was apparent the economy had lost some momentum. Concerns of an imminent recession grew as the equity markets suffered, residential investment and home sales continued to deteriorate and manufacturing activity moderated. Nonetheless, the labor market showed only limited signs of weakening as the trend in initial jobless claims declined and the unemployment rate edged down to 4.9% from 5.0% in January. The four-week average of initial jobless claims remains at a healthy 325,750. Meanwhile, housing starts plunged 14.2% in December, following a 7.9% drop during the previous month. On a positive note, while still elevated, inventories for both new and existing homes continued to decline in January.

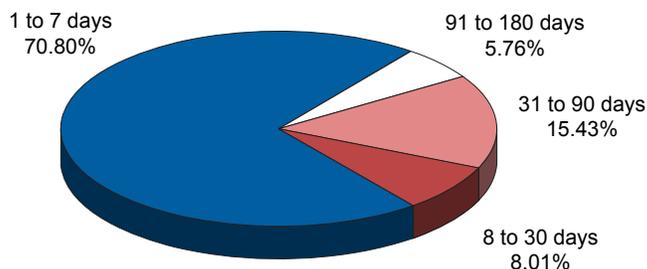
In the markets' continued flight to quality, Treasury yields plummeted further and the curve steepened by 28 bps as the spread between two- and five-year Treasury notes ended January at 67 bps. Two-year yields ended the month down 96 bps at 2.09% and five-year yields ended down 68 bps at 2.76%. Meanwhile LIBOR rates also declined significantly as the Fed eased, with one-month and twelve-month rates sharply lower by 210 bps and 161 bps at 3.14% and 2.85%, respectively.

The Fed is expected to cut rates again at the March 18 FOMC meeting. GDP growth should be around 2.0% in the first quarter, with solid support from trade and government spending offsetting weakness elsewhere. Looking forward, the drag on growth from residential construction should dissipate by the second half of the year. This, combined with monetary and fiscal stimulus in the pipeline, is expected to boost growth significantly in the second half of 2008.

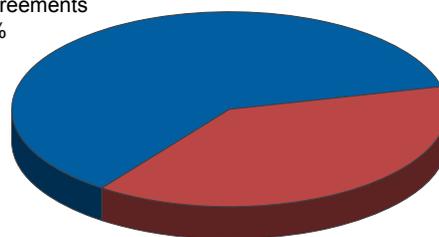
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

# Information at a Glance

## Portfolio by Type of Investment As of January 31, 2008



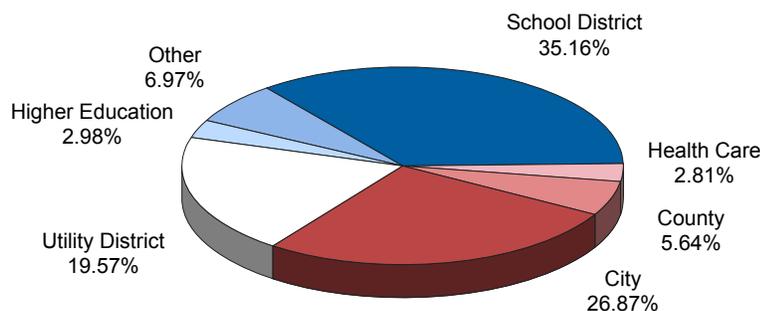
Repurchase Agreements  
61.47%



Agencies  
38.53%

## Portfolio by Maturity As of January 31, 2008

## Distribution of Participants by Type As of January 31, 2008



# Performance

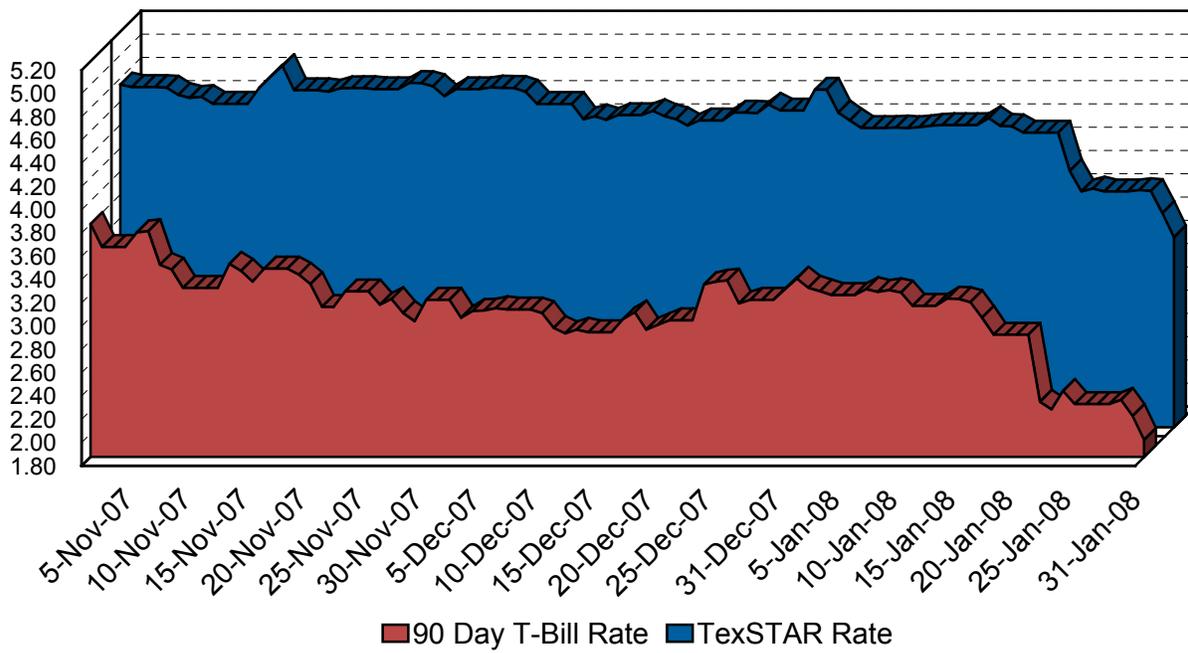
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jan 08	4.2033%	\$ 5,919,661,192.90	\$ 5,923,891,294.00	1.000714	22	80	603
Dec 07	4.5430%	5,180,414,831.71	5,181,584,153.60	1.000202	21	79	594
Nov 07	4.6975%	4,999,671,312.52	5,000,767,637.47	1.000190	18	79	591
Oct 07	4.9007%	4,793,406,663.48	4,794,712,410.18	1.000272	19	84	584
Sep 07	5.1175%	5,101,146,389.66	5,102,374,857.54	1.000240	20	78	573
Aug 07	5.2540%	5,117,776,256.51	5,118,532,127.32	1.000118	16	42	567
Jul 07	5.2829%	5,037,425,646.08	5,037,616,062.72	1.000037	18	22	554
Jun 07	5.2883%	4,850,271,396.79	4,850,377,392.01	1.000014	18	25	543
May 07	5.2613%	4,809,313,042.18	4,809,314,578.92	1.000000	11	20	531
Apr 07	5.2803%	5,032,146,136.61	5,031,747,141.26	0.999920	13	23	523
Mar 07	5.2999%	5,200,629,725.85	5,200,442,100.26	0.999957	11	26	513
Feb 07	5.2903%	5,608,621,555.72	5,608,663,678.19	1.000007	12	31	505
Jan 07	5.2920%	4,939,413,083.56	4,939,578,732.47	1.000033	17	40	501

# Portfolio Asset Summary as of January 31, 2008

	Book Value	Market Value
Uninvested Balance	\$ 28,782.85	\$ 28,782.85
Accrual of Interest Income	7,316,998.20	7,316,998.20
Interest and Management Fees Payable	(20,469,428.67)	(20,469,428.67)
Payable for Investment Purchased	(49,996,000.00)	(49,996,000.00)
Repurchase Agreements	3,681,270,000.00	3,681,270,000.00
Government Securities	2,301,510,840.52	2,305,740,941.62
<b>Total</b>	<b>\$ 5,919,661,192.90</b>	<b>\$ 5,923,891,294.00</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

# TexSTAR versus 90-Day Treasury Bill



## Daily Summary for January 2008

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Jan-08	4.7004%	0.000128779	5,180,414,831.71	1.000202	20	75
2-Jan-08	4.5042%	0.000123403	5,221,201,152.48	1.000196	20	74
3-Jan-08	4.4357%	0.000121526	5,326,558,467.49	1.000205	19	72
4-Jan-08	4.3710%	0.000119754	5,469,799,305.28	1.000238	24	76
5-Jan-08	4.3710%	0.000119754	5,469,799,305.28	1.000238	24	76
6-Jan-08	4.3710%	0.000119754	5,469,799,305.28	1.000238	24	76
7-Jan-08	4.3757%	0.000119881	5,526,664,157.96	1.000234	23	74
8-Jan-08	4.3697%	0.000119719	5,541,725,007.52	1.000238	23	74
9-Jan-08	4.3779%	0.000119943	5,506,790,568.60	1.000271	23	74
10-Jan-08	4.3903%	0.000120281	5,561,175,825.59	1.000272	24	80
11-Jan-08	4.3953%	0.000120420	5,665,187,842.23	1.000374	25	81
12-Jan-08	4.3953%	0.000120420	5,665,187,842.23	1.000374	25	81
13-Jan-08	4.3953%	0.000120420	5,665,187,842.23	1.000374	25	81
14-Jan-08	4.3965%	0.000120451	5,687,193,381.12	1.000393	24	81
15-Jan-08	4.4562%	0.000122089	5,757,511,234.85	1.000415	24	79
16-Jan-08	4.3897%	0.000120265	5,769,011,016.63	1.000415	23	83
17-Jan-08	4.3855%	0.000120152	5,834,247,633.25	1.000422	23	81
18-Jan-08	4.3315%	0.000118671	5,792,847,997.70	1.000441	22	80
19-Jan-08	4.3315%	0.000118671	5,792,847,997.70	1.000441	22	80
20-Jan-08	4.3315%	0.000118671	5,792,847,997.70	1.000441	22	80
21-Jan-08	4.3315%	0.000118671	5,792,847,997.70	1.000441	22	80
22-Jan-08	4.0019%	0.000109642	5,787,315,351.01	1.000685	22	83
23-Jan-08	3.8262%	0.000104827	5,779,133,031.75	1.000744	22	85
24-Jan-08	3.8509%	0.000105503	5,775,012,923.59	1.000744	22	84
25-Jan-08	3.8257%	0.000104815	5,799,573,665.42	1.000706	21	83
26-Jan-08	3.8257%	0.000104815	5,799,573,665.42	1.000706	21	83
27-Jan-08	3.8257%	0.000104815	5,799,573,665.42	1.000706	21	83
28-Jan-08	3.8379%	0.000105148	5,845,037,622.87	1.000673	21	82
29-Jan-08	3.8296%	0.000104920	5,870,596,901.40	1.000671	20	81
30-Jan-08	3.6401%	0.000099728	5,813,907,228.70	1.000686	20	82
31-Jan-08	3.4327%	0.000094047	5,919,661,192.90	1.000714	20	84
Average	4.2033%	0.000115160	5,667,039,740.61		22	80

TexSTAR Participant Services  
First Southwest Asset Management, Inc.  
325 North St. Paul Street, Suite 800  
Dallas, Texas 75201



## **TexSTAR Board Members**

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Scott Christensen</i>	<i>Reid Road MUD No. 1</i>	<i>Advisory Board</i>
<i>Ramiro Flores</i>	<i>Harlingen CISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs &amp; Santow</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>

**For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ [www.texstar.org](http://www.texstar.org)**



City of Copperas Cove  
Financial Summary by Fund  
January 31, 2008

**GENERAL FUND**

- January year-to-date revenues are above January year-to-date expenditures by \$2,800,477.
- Property tax revenue for January 2008 is \$3,724,865 or 55.2% above \$2,399,143 collected last January. Year-to-date property tax revenue is at \$5,216,510 or 9.4% above prior year-to-date collections.
- Year-to-date sales tax revenue of \$723,742 reflects a \$35,607 or 5.2% increase from the prior fiscal year.
- Year-to-date franchise tax revenue of \$167,410 is \$7,079 or 4.4% above prior year-to-date revenue.
- Interest earnings year-to-date of \$60,826 decreased by \$5,313 or 8.0% below the prior fiscal year-to-date earnings.
- General Fund expenditures year-to-date of \$4,436,614 reflect an increase of 12.2% over prior year-to-date expenditures of \$3,952,634. This is partially due to SAFER grant expenditures originally recorded in the general fund that will be shown as an adjustment in February 2008.

**WATER & SEWER FUND**

- Year-to-date revenues are exceeding year-to-date expenses by \$657,089.
- Water revenue totaled \$349,271 for the month. This is \$21,585 or 6.6% above January 2007. Year-to-date water revenue is at \$1,470,705 which is below the prior year-to-date revenue by \$26,435 or 1.8%.
- Sewer revenue totaled \$287,565 for the month. This is \$12,869 or 4.7% above January 2007. Year-to-date sewer revenue is at \$1,130,670 which is above the prior year-to-date revenue by \$7,467 or 0.7%.
- Interest earnings year-to-date of \$38,535 decreased by \$9,002 or 18.9% below the prior fiscal year-to-date earnings.
- Connect fees produced revenues of \$7,215 for the month; \$22,515 year-to-date.
- Water tap fees year-to-date are \$25,392; \$10,312 below prior year-to-date. Sewer tap fees year-to-date are \$7,310; \$560 below prior year-to-date.
- Expenses year-to-date of \$2,107,633 reflect an increase of 22.9% over prior year-to-date expenses of \$1,714,428. The expenses for the current year are well within the budget for FY 2007-08.

### **SOLID WASTE FUND**

- Year-to-date revenues are exceeding year-to-date expenses by \$253,923.
- Sanitary landfill fees for January 2008 are \$25,719; compared to \$34,050 in January 2007. Year-to-date revenue is at \$118,592 which is below the prior year-to-date revenue by \$16,376 or 12.1%.
- Refuse collection fees are \$193,572 for the month; an increase of \$12,242 over January 2007. Year-to-date revenue is at \$772,376 which is above the prior year-to-date revenue by \$39,626 or 5.4%.
- Interest earnings year-to-date of \$12,018 increased by \$2,334 or 24.1% above the prior fiscal year-to-date earnings.
- Expenses year-to-date of \$725,277 reflect a decrease of 5.1% below prior year-to-date expenses of \$764,173.

### **DRAINAGE UTILITY FUND**

- Year-to-date revenues are exceeding year-to-date expenses by \$82,526.
- Drainage Utility fees for the month of January are \$69,380; an increase of \$2,885 or 4.3 % above January 2007. Year-to-date revenue is at \$276,876 which is above the prior year-to-date revenue by \$8,858 or 3.3%.
- Expenses year-to-date of \$208,452 reflect an increase of 76.0% above prior year-to-date expenses of \$90,013. The expenses for the current year are well within the budget for FY 2007-08.

### **GOLF COURSE FUND**

- Total year-to-date revenues are below year-to-date expenses by \$6,128. In addition, the year-to-date operating revenues include a budget transfer from the General Fund for \$59,072. Net of the transfer, expenses are exceeding revenues year-to-date by \$45,347.
- Revenues for the month of January totaled \$26,225, compared to revenues for January 2007 of \$21,760. Year-to-date operating revenues are at \$153,127 which is above the prior year-to-date operating revenues by \$21,783 or 16.6%.
- Expenses for the month are \$46,079; \$3,106 below January 2007 expenses. Year-to-date expenses of \$218,327 reflect a decrease of 8.9% below prior year-to-date expenses of \$239,525.

City of Copperas Cove  
Economic Indicators Summary  
January 31, 2008

***Unemployment Rate***

- The unemployment rate for the month of December 2007 was 4.7%, which is slightly up from December 2006, recorded at 4.5%. January data is not available as of this report date.

***Sales Tax Collections***

- Sales tax collections for January 2008 totaled \$174,107, compared to January 2007 collections of \$154,062. Year to date, sales tax collections are at \$723,742 or 5.2% above prior year-to-date collections of \$688,135.
- In addition to the City sales tax collected above, \$361,871 year-to-date was paid to the Copperas Cove Economic Development Corporation.

***Water Customers***

- During the month of January 2008 there were 12,979 active water accounts.
- January 2007 recorded 11,237 water customers, which indicates a 15.5% or 1,742 increase in water customers from January 2007 to January 2008.

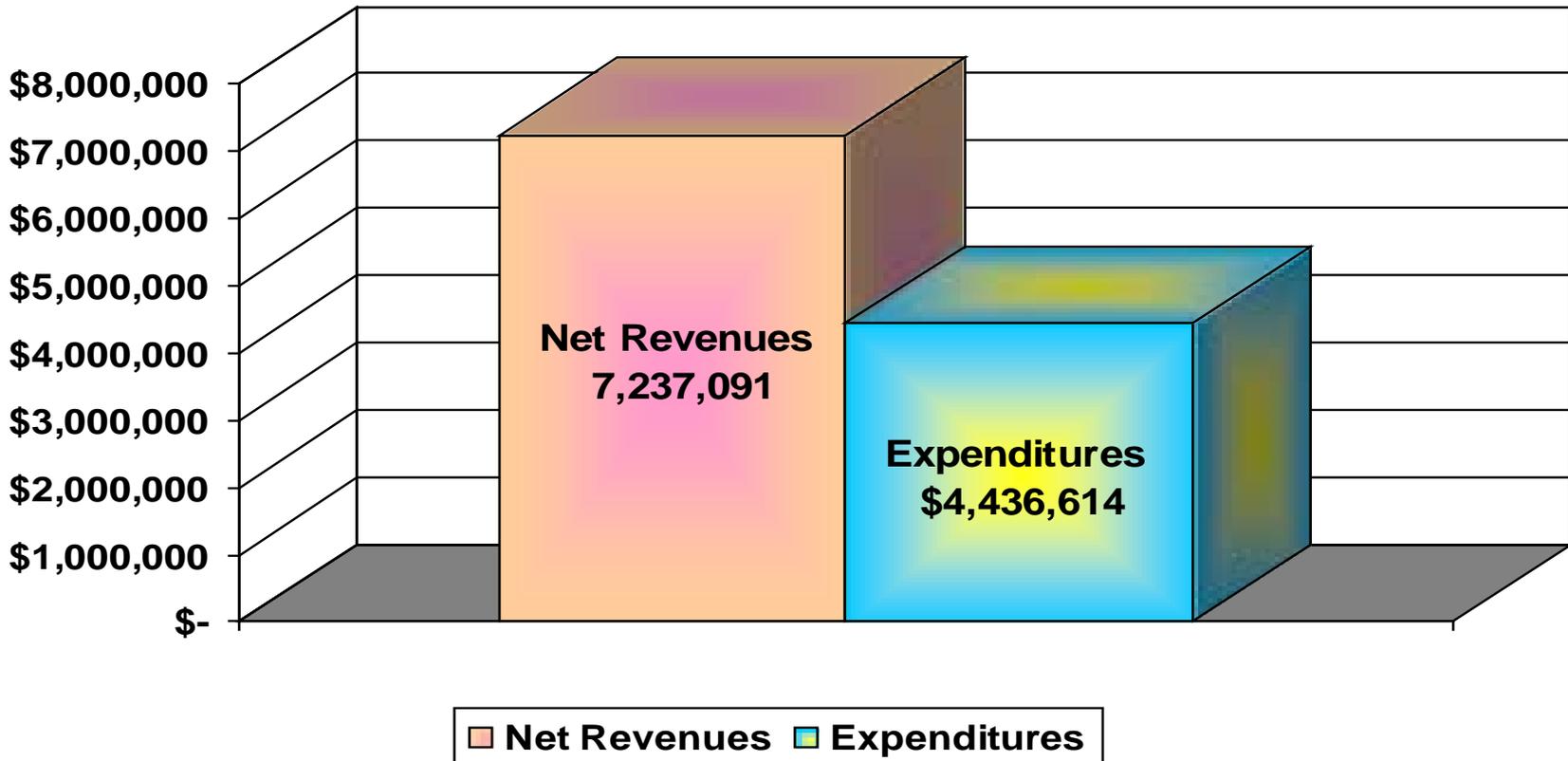
***Building Permits***

- The total dollar value of building permits issued for January 2008 was \$3,264,687 compared to \$2,993,057 in January 2007.
- 92 building permits were issued in January 2008 which is an increase of 5 compared to that issued in January 2007.

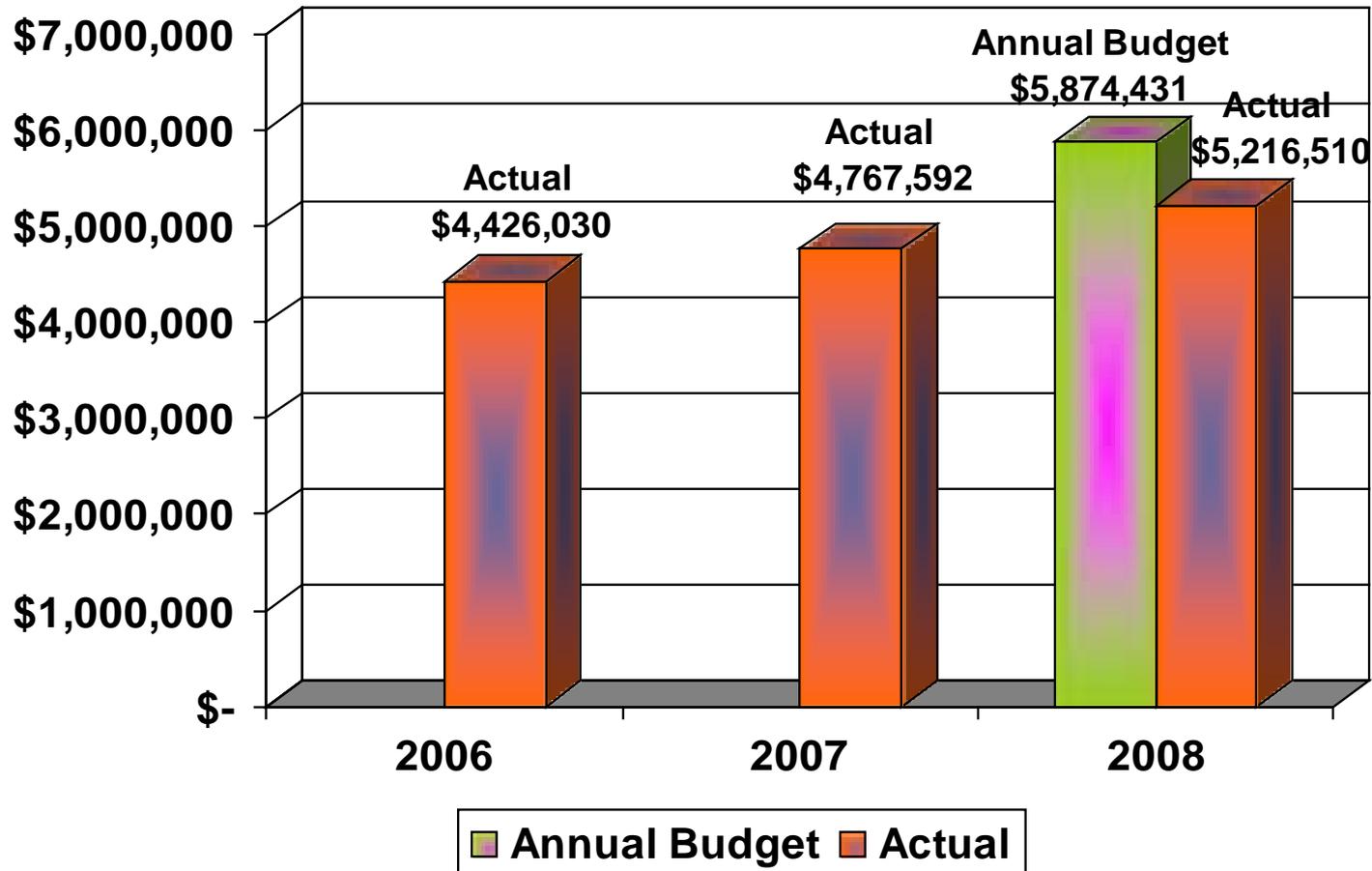
***Hotel Occupancy Tax Revenue***

- Hotel occupancy tax collections for January 2008 were \$18,608 compared to \$10,428 collected in January 2007. Year to date, hotel occupancy tax collections are at \$39,658 or 3.5% below prior year-to-date collections of \$41,097.
- The hotel occupancy tax revenue is being researched in Finance and will be monitored closely throughout the year. Hotels that report quarterly will report revenue in October, January, April, and July.

# City of Copperas Cove General Fund Revenues vs. Expenditures FYTD (October through January)



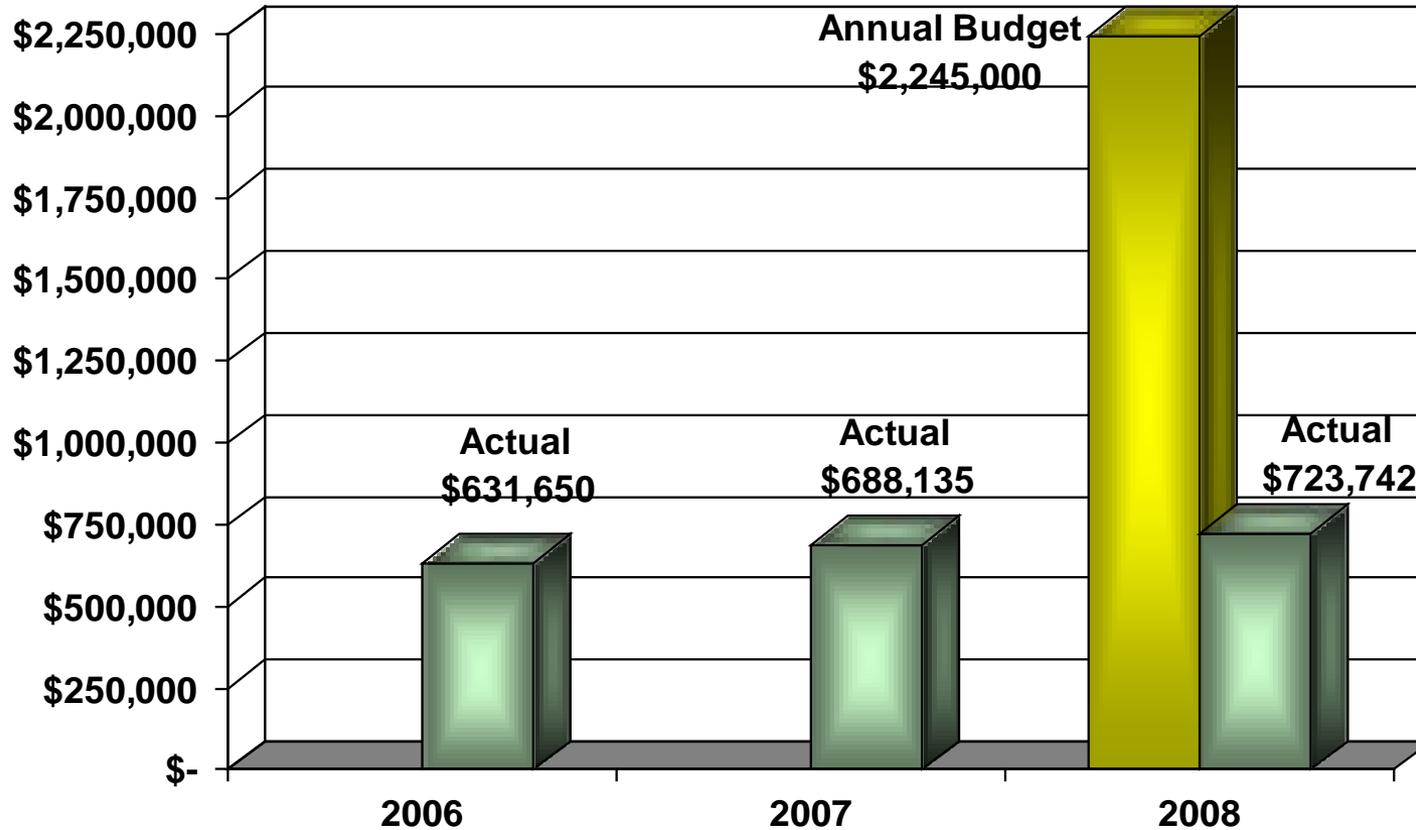
# City of Copperas Cove General Fund Property Tax Revenue Trends FYTD (October through January)



➤ Property Tax revenue through 01/31/08 was **\$5,216,510**

➤ **\$448,918** or 9.4% above prior year-to-date revenue

# City of Copperas Cove Sales Tax Revenue Trends FYTD (October through January)

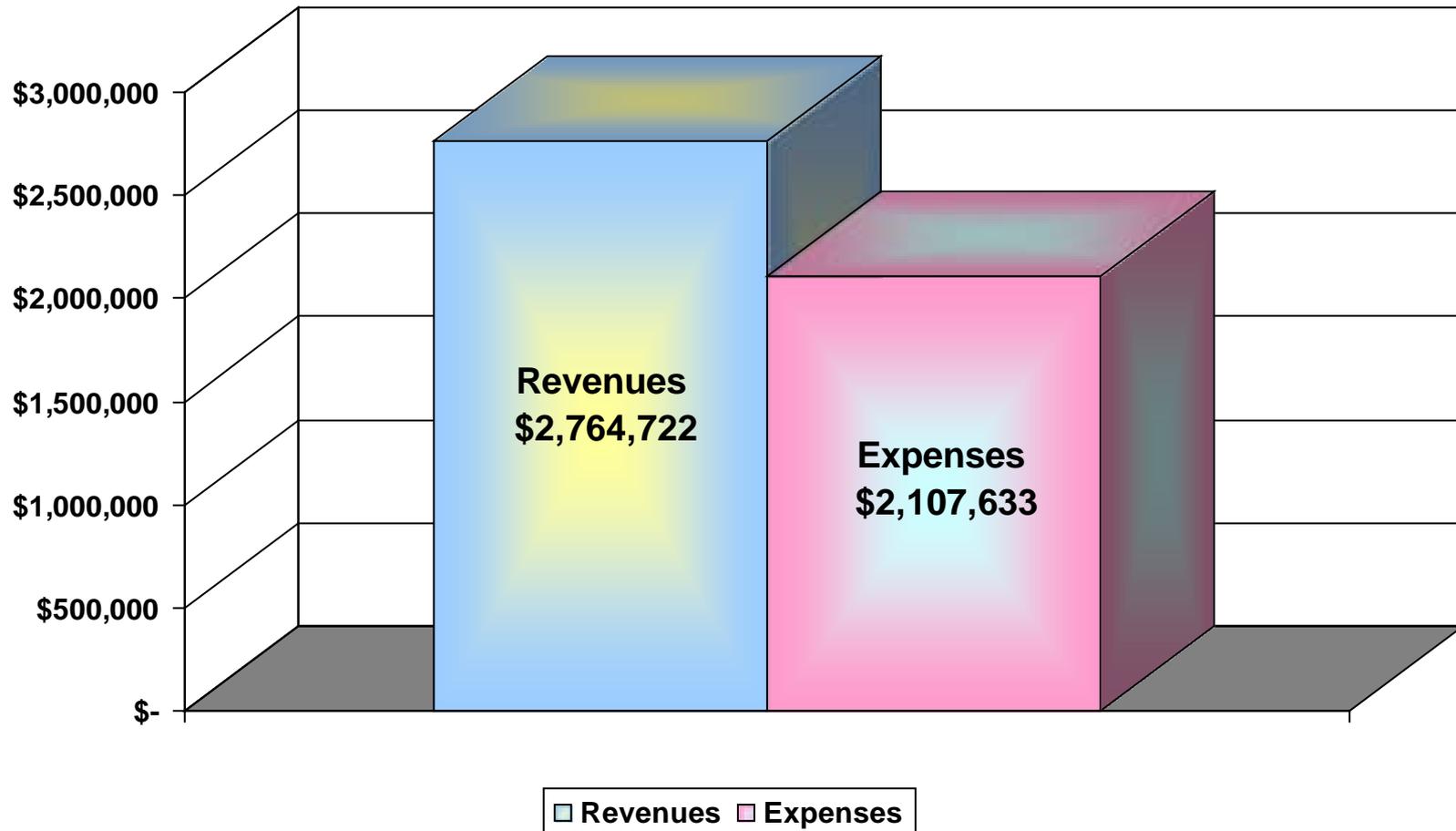


➤ Sales Tax Revenue through 01/31/08 was **\$723,742**

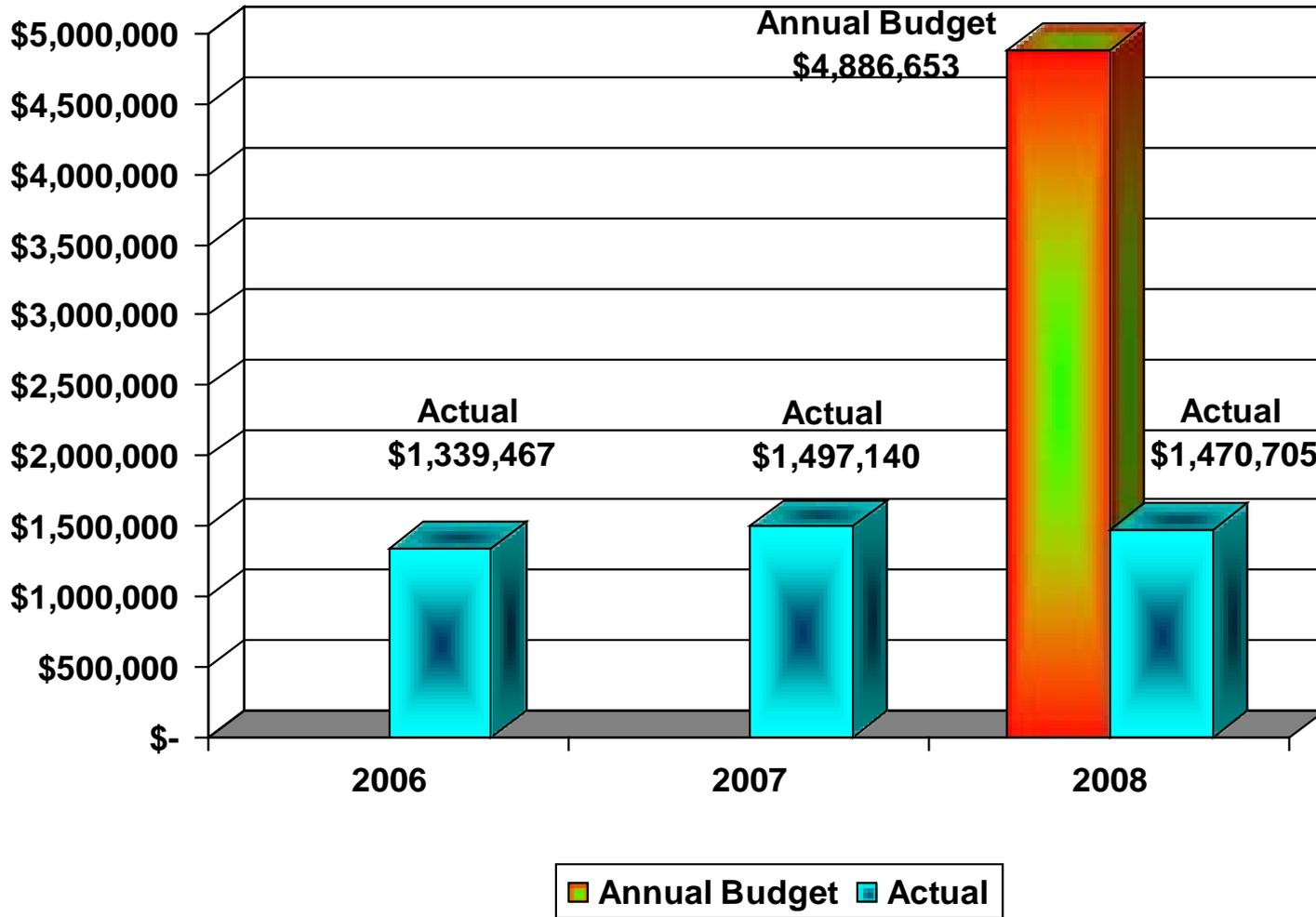
➤ **\$35,607** or 5.2% above prior year-to-date Sales Tax Revenue

■ Annual Budget ■ Actual

# City of Copperas Cove Water & Sewer Fund Revenues vs. Expenses FYTD (October through January)

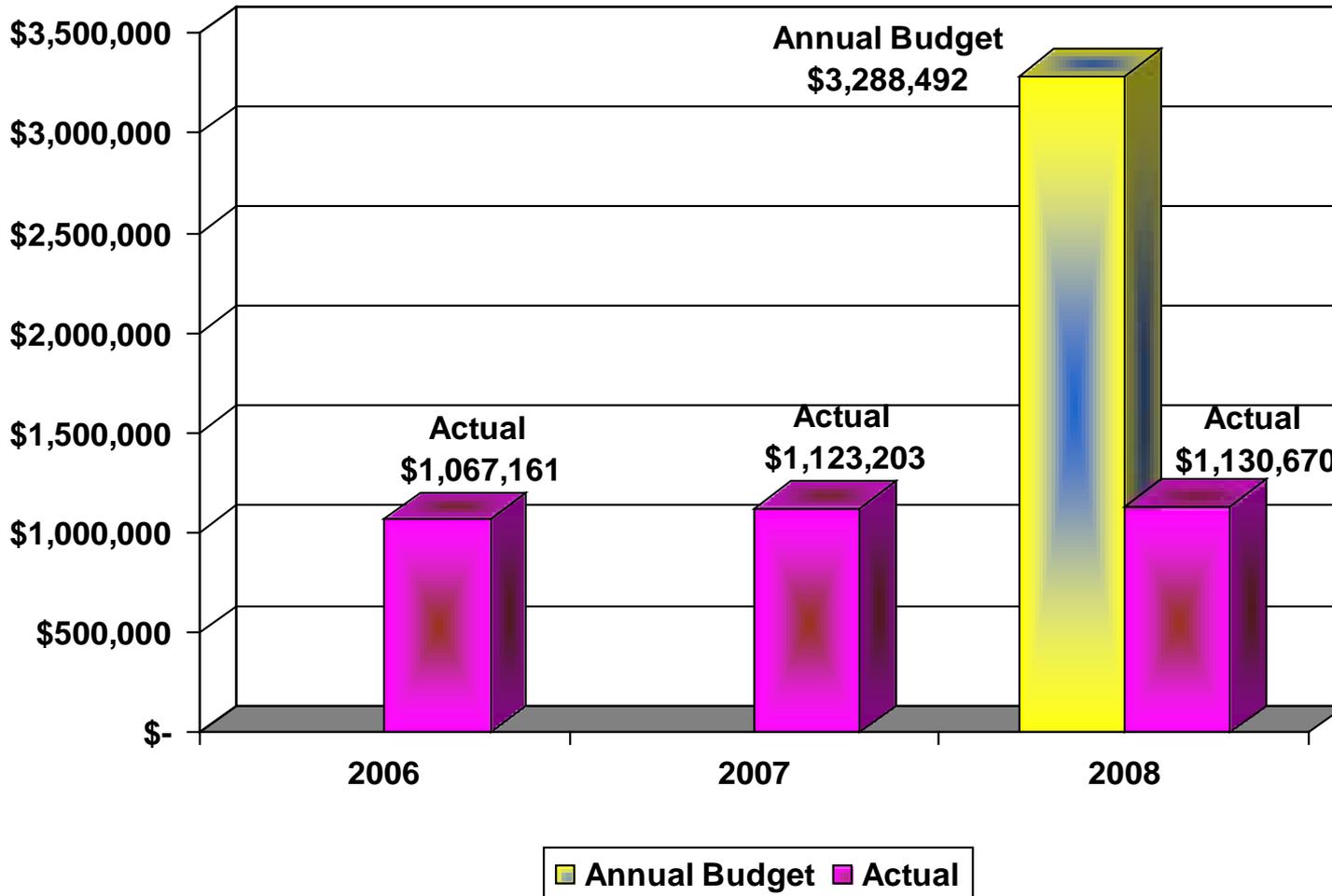


# City of Copperas Cove Water Revenue Trends FYTD (October through January)



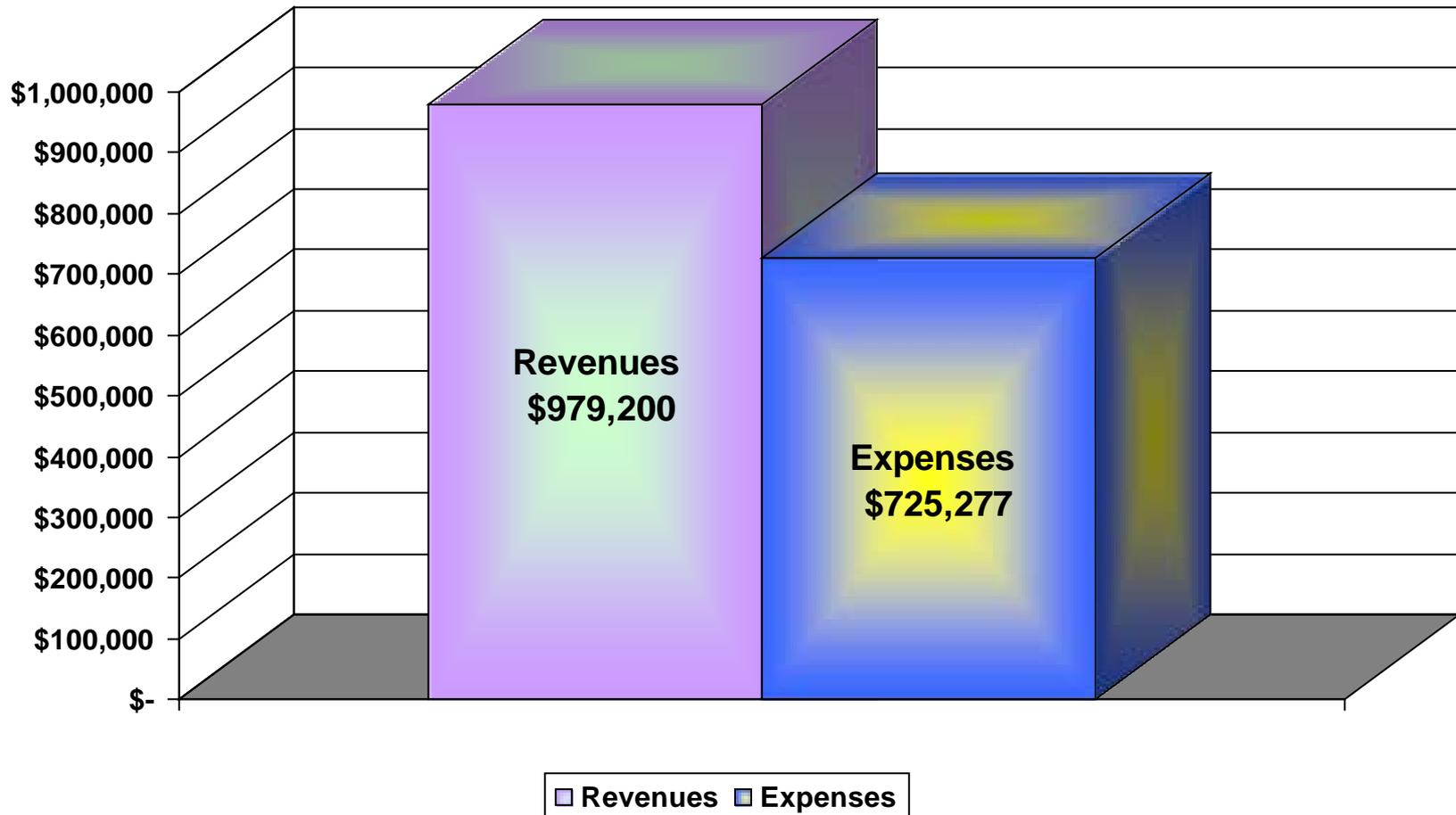
- Water Revenue through 01/31/08 was **\$1,470,705**
- **\$26,435** or 1.8% below prior year-to-date revenue

# City of Copperas Cove Sewer Revenues FYTD (October through January)

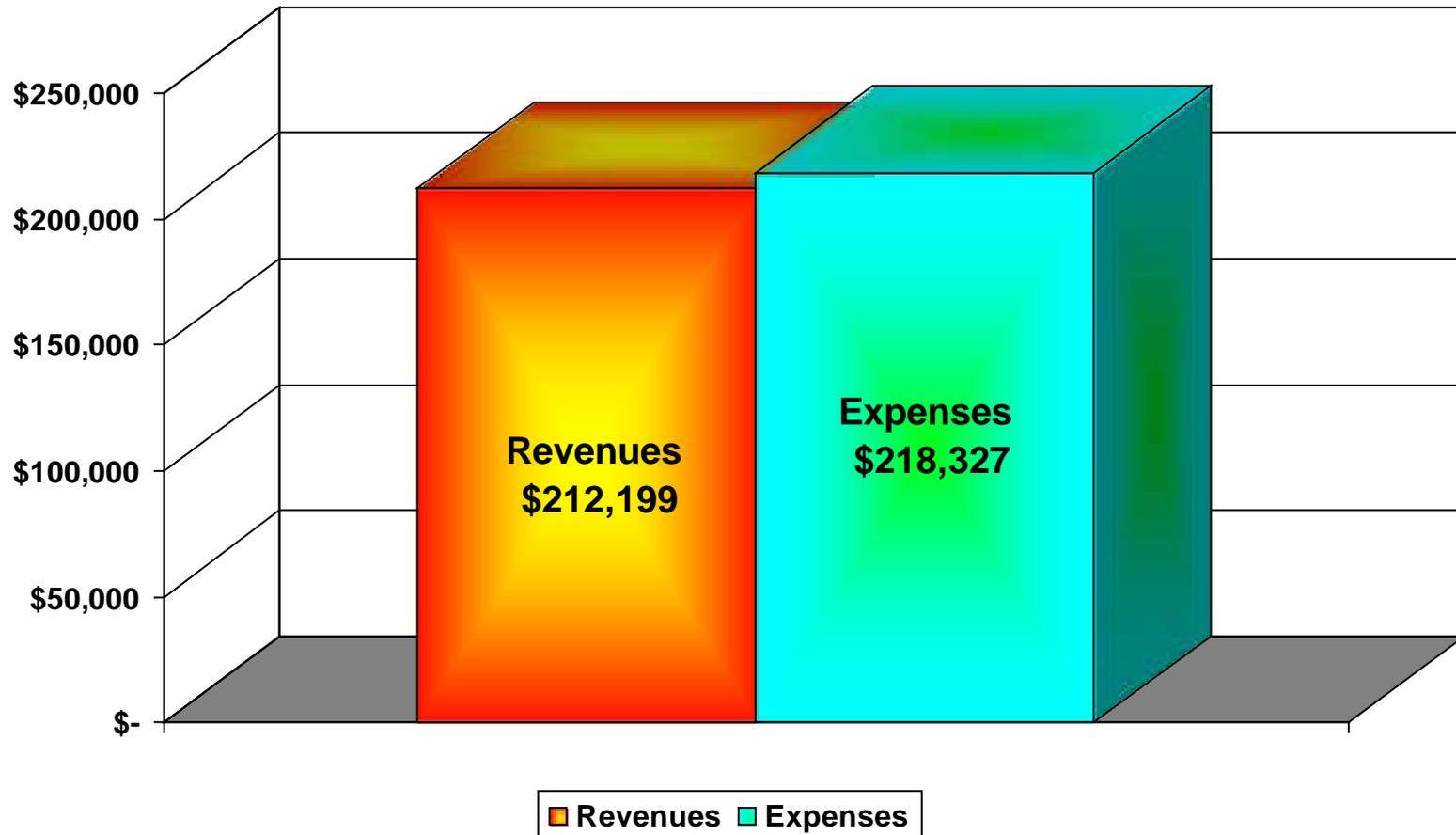


- Sewer Revenue through 01/31/08 was **\$1,130,670**
- **\$7,467** or 0.7% above prior year-to-date revenue

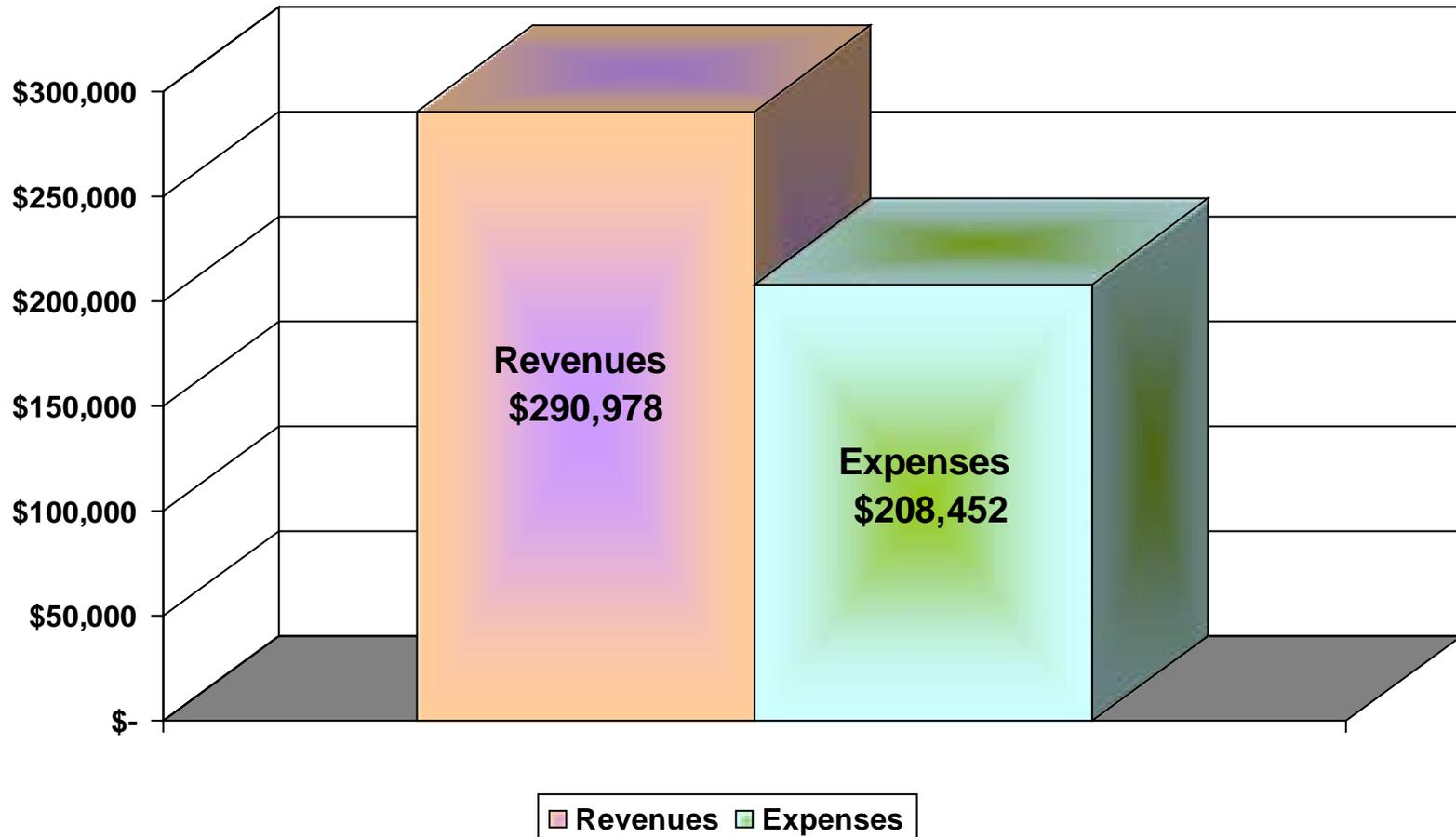
# City of Copperas Cove Solid Waste Fund Revenues vs. Expenses FYTD (October through January)



# City of Copperas Cove Golf Course Fund Revenues vs. Expenses FYTD (October through January)



# City of Copperas Cove Drainage Fund Revenues vs. Expenses FYTD (October through January)



**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GENERAL FUND  
As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2008	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Designated	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Unreserved, Undesignated	2,384,115	1,916,222	2,279,959	
<b>TOTAL BEG. FUND BALANCE</b>	<b>\$ 3,384,115</b>	<b>\$ 2,916,222</b>	<b>\$ 3,279,959</b>	
<b>GENERAL FUND REVENUE</b>				
<b>Taxes</b>				
Current Ad Valorem Taxes	\$ 5,874,431	\$ 3,724,865	\$ 5,216,510	89%
Delinquent Ad Valorem Taxes	47,000	6,409	38,244	81%
Penalty & Interest	38,000	1,926	58,669	154%
Sales Tax	2,245,000	174,107	723,742	32%
Franchise Tax	1,346,208	77,427	167,410	12%
TXU Settlement	35,633	-	-	0%
Mixed Drink Tax	17,000	3,022	5,894	35%
Bingo Tax	110,000	-	22,717	21%
Used Oil Revenue-Safety Clean/H&H	700	-	95	14%
<b>Subtotal Taxes</b>	<b>\$ 9,713,972</b>	<b>\$ 3,987,756</b>	<b>\$ 6,233,280</b>	<b>64%</b>
<b>Licenses &amp; Permits</b>				
License-Bicycle	\$ 100	\$ -	\$ 2	2%
License-Contractors	45,000	4,190	19,705	44%
License-Animal	4,000	545	1,640	41%
Permits-Building	90,000	5,775	23,971	27%
Permits-House Moving	200	-	-	0%
Permits - Street Cuts	9,000	-	1,640	18%
Permits-Electrical	23,000	1,495	6,055	26%
Permits-Solicitors	2,500	270	1,100	44%
Permits-Natural Gas Lines	2,000	90	645	32%
Permits-Garage Sales	7,000	250	1,970	28%
Permits-Plumbing	30,000	1,907	8,523	28%
Permits-Mechanical	18,000	995	3,955	22%
License-Taxicabs	1,000	-	300	30%
Permits-Car Wash	500	15	45	9%
Permits-Signs	1,500	100	205	14%
Permits-Swimming Pools	900	-	85	9%
Wrecker License	600	-	510	85%
Permit-Certificate of Occupancy	2,000	200	600	30%
Permits-Alarms	6,200	380	880	14%
False Alarm Penalties	400	1	801	200%
Permits-Alcohol License	600	240	510	85%
Permits-Well/Gas Drilling	0	-	2,000	N/A
<b>Subtotal Licenses &amp; Permits</b>	<b>\$ 244,500</b>	<b>\$ 16,452</b>	<b>\$ 75,141</b>	<b>31%</b>

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GENERAL FUND  
As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2008	Total Year to Date	Percent Year to Date
<b>Services &amp; Charges</b>				
Swimming Pool Receipts	\$ 52,400	\$ -	\$ -	0%
Community Building Rental	21,000	(200)	7,785	37%
Misc. Library Receipts	14,500	1,246	4,206	29%
Animal Shelter Fees	40,000	2,261	9,268	23%
Ambulance Fee Revenue <sup>(1)</sup>	776,818	57,506	217,921	28%
Copy Machines	5,200	317	1,528	29%
Mowing Revenue	20,000	784	11,246	56%
Sale of City Maps	600	50	299	50%
Service Charge-NSF Checks	12,000	900	3,825	32%
Plat Filing Fee Revenue	6,500	-	1,100	17%
RV Park Fees	12,000	865	3,130	26%
Police Overtime Reimbursement	20,000	2,473	11,240	56%
Police Restitution Revenue	3,000	464	1,393	46%
Festival Reimbursements	13,094	-	203	2%
Special Events-Seniors	1,500	-	596	40%
Library Meeting Room Rental	1,500	-	2,153	144%
Open Records Revenue	1,000	62	216	22%
Senior Games	1,500	-	-	0%
Fax Machine Fees	700	151	400	57%
Pool Rental Revenue	4,000	-	-	0%
Re-Inspection Fees	700	-	50	7%
Micro Chip of Animals Revenue	7,175	190	579	8%
<b>Subtotal Services &amp; Charges</b>	<b>\$ 1,015,187</b>	<b>\$ 67,067</b>	<b>\$ 277,138</b>	<b>27%</b>
<sup>(1)</sup> Recorded net of billing fees.				
<b>Fines &amp; Forfeitures</b>				
Municipal Court Fines	\$ 161,500	\$ 9,018	\$ 32,133	20%
Traffic Violation Fines	404,600	26,160	95,383	24%
Library Fines	16,500	1,262	5,313	32%
Arrest Warrant Income	138,500	7,044	27,052	20%
Child Safety Fund	12,800	1,046	3,306	26%
City's % of State Court Fines	57,500	12,402	25,512	44%
HB 70 Fees	14,000	954	3,581	26%
Arresting Officer Fees	33,000	2,094	7,673	23%
CCISD Liaison Funding	101,508	-	25,377	25%
Admin Fee-Teen Court	1,500	80	330	22%
Admin Fee-Defensive Driving	8,600	830	3,080	36%
Rezone Request Fees	3,000	-	400	13%
Variance Request Fees	300	-	110	37%
<b>Subtotal Fines &amp; Forfeitures</b>	<b>\$ 953,308</b>	<b>\$ 60,890</b>	<b>\$ 229,249</b>	<b>24%</b>
<b>Administration Reimb.</b>				
Admin. Reimb.-W & S Fd	\$ 792,500	\$ -	\$ 198,125	25%
Admin. Reimb.-Solid Waste Fd	428,000	-	107,000	25%
Admin. Reimb.-Drainage Utility Fd	80,000	-	20,000	25%
<b>Subtotal Admin. Reimb.</b>	<b>\$ 1,300,500</b>	<b>\$ -</b>	<b>\$ 325,125</b>	<b>25%</b>

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GENERAL FUND  
As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2008	Total Year to Date	Percent Year to Date
<b>Miscellaneous Revenue</b>				
Interest Earned Revenue	\$ 235,000	\$ 17,306	\$ 60,826	26%
Rental Income	20,000	1,440	5,760	29%
Miscellaneous Police Revenue	3,000	287	1,447	48%
Miscellaneous Grant Revenue	1,500	-	-	0%
Miscellaneous Revenues	75,300	427	13,264	18%
Insurance Proceeds	3,000	-	-	0%
Food Workers' Permit	12,000	294	4,563	38%
Food Establishment Licenses	11,000	375	3,135	29%
Maintenance & Landscape Revenue	2,100	-	1,050	50%
Street Sign Revenue	2,400	-	-	0%
Auction Proceeds	5,000	7,115	7,115	142%
<b>Subtotal Miscellaneous Rev.</b>	<b>\$ 370,300</b>	<b>\$ 27,244</b>	<b>\$ 97,159</b>	<b>26%</b>
<b>TOTAL G. F. REVENUE</b>	<b>\$ 13,597,767</b>	<b>\$ 4,159,409</b>	<b>\$ 7,237,091</b>	<b>53%</b>

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GENERAL FUND**

**As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2008	Total Year to Date	Percent Year to Date
<b>GENERAL FUND EXPENDITURES</b>				
City Council	\$ 42,700	\$ 4,271	\$ 14,733	35%
City Manager	270,334	16,390	72,033	27%
City Secretary/Elections	147,339	9,145	35,746	24%
City Attorney	105,080	9,262	31,589	30%
Finance	506,924	30,811	177,495	35%
Grants Administration	62,546	-	-	0%
Human Resources	176,796	13,220	63,210	36%
Information Systems	197,219	12,807	63,034	32%
Municipal Court	361,583	25,504	125,031	35%
Police	4,378,484	313,539	1,357,454	31%
Public Information Office	0	4,201	15,289	N/A
Animal Control	213,593	14,629	62,930	29%
Fire/EMS	3,000,931	257,099	1,146,821	38%
Emergency Management	65,496	98	5,327	8%
Engineering	166,629	13,380	39,747	24%
Building & Development Services	281,485	21,871	97,110	34%
Streets	985,565	52,211	220,202	22%
Parks and Recreation	929,962	59,944	265,069	29%
Fleet Services	235,422	21,496	84,651	36%
Public Works	39,418	3,162	13,372	34%
Facility Maintenance	172,390	12,964	58,687	34%
Planning	188,868	6,222	54,307	29%
Library	519,730	38,095	173,242	33%
Code & Health	155,289	12,991	52,635	34%
Non-Departmental	371,815	41,884	206,902	56%
<b>TOTAL GENERAL FUND EXPENDITURES</b>				
	\$ 13,575,598	\$ 995,195	\$ 4,436,614	33%
<b>ENDING FUND BALANCE</b>				
Unreserved, Designated	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Unreserved, Undesignated	\$ 2,406,284	\$ 5,080,436	\$ 5,080,435	
<b>TOTAL ENDING FUND BALANCE</b>				
	\$ 3,406,284	\$ 6,080,436	\$ 6,080,435	
<b>IDEAL RESERVE FUND BALANCE</b>				
	\$ 3,393,900	\$ 3,393,900	\$ 3,393,900	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>				
	\$ 12,384	\$ 2,686,536	\$ 2,686,535	

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
WATER & SEWER FUND  
As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2007	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 2,029,827	\$ 2,261,026	\$ 1,730,982	
<b>TOTAL BEGINNING FUND BALANCE</b>	\$ 2,029,827	\$ 2,261,026	\$ 1,730,982	
<b>W &amp; S FUND REVENUES</b>				
<b>Operating Revenues</b>				
Water Revenue	\$ 4,886,653	\$ 349,271	\$ 1,470,705	30%
Sewer Revenue	3,288,492	287,565	1,130,670	34%
Senior Discount	(140,300)	(9,851)	(42,892)	31%
Water Tap Fees	122,000	9,722	25,392	21%
Sewer Tap Fees	30,000	1,760	7,310	24%
Connect Fee	55,000	7,215	22,515	41%
Meter Box Reset Fee	0	-	300	N/A
<b>Subtotal Operating Revenues</b>	\$ 8,241,845	\$ 645,682	\$ 2,614,000	32%
<b>Other Revenues</b>				
Composting Sales Revenue	\$ 15,000	\$ 418	\$ 3,326	22%
Admin Reimb--Drainage	20,000	-	5,000	25%
Interest Revenue	140,000	10,245	38,535	28%
Late Charge For Billing	250,000	19,366	86,428	35%
Riser Forfeiture Revenue	3,000	-	230	8%
Auction Proceeds	1,000	-	(45)	-4%
Insurance Proceeds	500	-	-	0%
Miscellaneous Revenues	50,000	5,294	17,249	34%
<b>Subtotal Other Revenues</b>	\$ 479,500	35,323	150,723	31%
<b>TOTAL W &amp; S FD REVENUES</b>	\$ 8,721,345	\$ 681,005	\$ 2,764,722	32%
<b>W &amp; S FUND EXPENDITURES</b>				
Water & Sewer Administration	\$ 152,025	\$ 12,127	\$ 53,328	35%
Utility Administration	517,891	41,467	183,612	35%
Water Distribution	1,126,698	71,374	352,740	31%
Sewer Collection	497,329	35,296	142,736	29%
Wastewater Treatment	1,013,042	93,391	408,200	40%
Composting	161,262	11,434	51,322	32%
Non-Departmental	4,714,017	288,870	915,695	19%
<b>TOTAL W &amp; S FUND EXPENDITURES</b>	\$ 8,182,264	\$ 553,960	\$ 2,107,633	26%
<b>ENDING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 2,568,908	\$ 2,388,072	\$ 2,388,072	
<b>TOTAL ENDING FUND BALANCE</b>	\$ 2,568,908	\$ 2,388,072	\$ 2,388,072	
<b>IDEAL RESERVE FUND BALANCE</b>	\$ 2,045,566	\$ 2,045,566	\$ 2,045,566	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	\$ 523,342	\$ 342,505	\$ 342,505	

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
SOLID WASTE FUND  
As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2008	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 653,725	\$ 903,314	\$ 769,842	
Unreserved, Designated	0	-	-	
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>\$ 653,725</b>	<b>\$ 903,314</b>	<b>\$ 769,842</b>	
<b>SOLID WASTE FUND REVENUE</b>				
<b>Operating Revenue</b>				
Refuse Collection Fees	\$ 2,211,872	\$ 193,572	\$ 772,376	35%
Sanitary Landfill Fees	425,000	25,719	118,592	28%
Senior Discount	(38,325)	(3,156)	(12,633)	33%
Recycling Proceeds	35,000	2,670	14,289	41%
Sale of Scrap Metal	18,000	1,055	6,656	37%
Sale of Kraft Bags	9,500	764	3,418	36%
Container Reload Fees	13,500	123	923	7%
Return Service/Overload Container	1,000	-	29	3%
Roll-Off Rental Income	40,000	7,080	18,869	47%
Rear Load Dumpster Rental	800	262	672	84%
Auto Lid Locks	750	122	458	61%
<b>Subtotal Operating Revenue</b>	<b>\$ 2,717,097</b>	<b>\$ 228,212</b>	<b>\$ 923,648</b>	<b>34%</b>
<b>Other Revenue</b>				
Interest Revenue	\$ 33,000	\$ 3,042	\$ 12,018	36%
Late Charge For Billing	116,000	9,683	43,214	37%
Auction Proceeds	1,000	-	-	0%
Miscellaneous Revenues	2,000	94	321	16%
<b>Subtotal Other Revenue</b>	<b>\$ 152,000</b>	<b>\$ 12,819</b>	<b>\$ 55,553</b>	<b>37%</b>
<b>TOTAL SOLID WASTE REVENUE</b>	<b>\$ 2,869,097</b>	<b>\$ 241,031</b>	<b>\$ 979,200</b>	<b>34%</b>
<b>SOLID WASTE FUND EXPENDITURES</b>				
Solid Waste Administration	\$ 205,723	\$ 15,331	\$ 72,626	35%
Solid Waste Collection - Residential	330,012	24,842	90,218	27%
Solid Waste Collection - Recycling	159,375	7,086	27,962	18%
Solid Waste Collection - Brush	117,174	9,548	37,302	32%
Solid Waste Collection - Commercial	379,273	25,664	105,475	28%
Solid Waste Disposal - Transfer Station	1,100,536	22,460	248,447	23%
Solid Waste Recycling - KCCB	22,200	570	4,203	19%
Non-Departmental	503,095	15,078	139,044	28%
<b>TOTAL SOLID WASTE FUND EXPENDITURES</b>	<b>\$ 2,817,388</b>	<b>\$ 120,580</b>	<b>\$ 725,277</b>	<b>26%</b>
<b>ENDING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 705,434	\$ 1,023,765	\$ 1,023,765	
Unreserved, Designated	0	-	-	
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 705,434</b>	<b>\$ 1,023,765</b>	<b>\$ 1,023,765</b>	
<b>IDEAL RESERVE FUND BALANCE</b>	<b>\$ 704,347</b>	<b>\$ 704,347</b>	<b>\$ 704,347</b>	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	<b>\$ 1,087</b>	<b>\$ 319,418</b>	<b>\$ 319,418</b>	

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
DRAINAGE UTILITY FUND  
As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2008	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 385,402	\$ 542,075	\$ 324,584	
<b>TOTAL BEGINNING FUND BALANCE</b>	\$ 385,402	\$ 542,075	\$ 324,584	
<b>DRAINAGE UTILITY FUND REVENUE</b>				
Drainage Utility Fee	\$ 841,839	\$ 69,380	\$ 276,876	33%
Maintenance Revenue	500	44	194	39%
<b>Subtotal Drainage Utility Revenue</b>	\$ 842,339	\$ 69,424	\$ 277,070	33%
<b>Other Revenue</b>				
Miscellaneous Revenue	\$ 1,900	\$ 929	\$ 929	49%
Interest Revenue	37,000	3,133	12,979	35%
<b>Subtotal Other Revenue</b>	\$ 38,900	\$ 4,063	\$ 13,908	36%
<b>TOTAL DRAINAGE UTILITY REVENUE</b>	\$ 881,239	\$ 73,486	\$ 290,978	33%
<b>DRAINAGE UTILITY FUND EXPENDITURES</b>				
Drainage	\$ 1,051,485	\$ 42,636	\$ 207,365	20%
Administration	1,668	335	1,087	65%
<b>TOTAL DRAINAGE UTILITY FUND EXPENDITURES</b>	\$ 1,053,153	\$ 42,971	\$ 208,452	20%
Unreserved, Undesignated	\$ 213,488	\$ 572,591	\$ 407,110	
<b>TOTAL ENDING FUND BALANCE</b>	\$ 213,488	\$ 572,591	\$ 407,110	
<b>IDEAL RESERVE FUND BALANCE</b>	\$ 263,288	\$ 263,288	\$ 263,288	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	\$ (49,800)	\$ 309,303	\$ 143,822	

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GOLF COURSE FUND  
As of January 31, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jan. 2008	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 3,113	\$ (8,609)	\$ (22,335)	
<b>TOTAL BEGINNING FUND BALANCE</b>	\$ 3,113	\$ (8,609)	\$ (22,335)	
<b>GOLF COURSE FUND REVENUE</b>				
Green Fees	\$ 198,735	\$ 7,573	\$ 46,708	24%
Cart Rental Fees	172,000	6,908	42,511	25%
Membership Dues	107,425	1,257	6,802	6%
Cart Storage Fees	22,100	-	1,075	5%
Trail Fees	15,300	199	972	6%
Pro Shop Sales	101,000	3,140	18,157	18%
Handicap Fees	300	-	-	0%
Driving Range Fees	36,500	1,326	8,450	23%
Snack Bar Revenue F&B	62,000	3,687	16,585	27%
Snack Bar Revenue-Beer & Wine	25,000	742	5,122	20%
Transfer From General Fund	59,072	-	59,072	100%
Facility Rental Income	500	200	700	140%
Swimming Pool Receipts	500	-	-	0%
Interest Revenue	100	-	5	5%
Winter Special Green Fees	0	252	525	N/A
Winter Special Lunch	0	176	320	N/A
Revenue Food & Beverages	0	165	415	N/A
Tournament Green Fees	18,000	264	2,752	15%
Tournament Cart Fees	14,500	311	2,018	14%
Auction Proceeds	5,000	-	-	0%
Miscellaneous Receipts	260	26	10	4%
<b>TOTAL G. C. FD REVENUE</b>	\$ 838,292	\$ 26,225	\$ 212,199	25%
<b>GOLF COURSE FUND EXPENDITURES</b>				
Golf Course Administration	\$ 286,492	\$ 16,773	\$ 101,355	35%
Golf Course Concessions	89,953	6,521	29,601	33%
Golf Course Maintenance	387,734	22,785	87,371	23%
<b>TOTAL GOLF COURSE FUND EXPENDITURES</b>	\$ 764,179	\$ 46,079	\$ 218,327	29%
<b>ENDING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 77,226	\$ (28,463)	\$ (28,463)	
<b>TOTAL ENDING FUND BALANCE</b>	\$ 77,226	\$ (28,463)	\$ (28,463)	
<b>IDEAL RESERVE FUND BALANCE</b>	\$ 191,045	\$ 191,045	\$ 191,045	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	\$ (113,819)	\$ (219,508)	\$ (219,508)	

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
OTHER FUNDS  
As of January 31, 2008 (FY 2007-08)**

Fund Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
<b>Special Revenue Funds:</b>				
Recreation Activities Fund	\$ 88,185	\$ 34,427	\$ 46,421	\$ 76,192
Cemetery Fund	12,865	4,140	12,401	4,604
Library Gifts and Memorials	8,894	282	116	9,060
Small Business Revolving Loan Fund *	197,521	722	-	198,243
Hotel Occupancy Tax Fund	56,405	41,972	36,229	62,148
Animal Shelter Fund	21,560	129	3,031	18,658
City-Wide Donation Fund	40,795	14,507	15,748	39,553
Municipal Court Fund	175,638	18,682	42,555	151,765
<b>Sub-Total Special Revenue Funds</b>	<b>\$ 601,863</b>	<b>\$ 114,862</b>	<b>\$ 156,502</b>	<b>\$ 560,223</b>
** Beginning fund balance includes \$150,274 in notes receivables.				
<b>Debt Service Fund:</b>				
Tax Interest & Sinking Fund	\$ 143,493	\$ 1,266,789	\$ 375	\$ 1,409,907
<b>Sub-Total Debt Service Fund:</b>	<b>\$ 143,493</b>	<b>\$ 1,266,789</b>	<b>\$ 375</b>	<b>\$ 1,409,907</b>
<b>Capital Projects Funds:</b>				
2001 C.O. (Capital Equip./Improvement)	\$ 285,983	\$ 4,457	\$ -	\$ 290,440
2001 C.O. (Water/Wastewater Phase I)	434,649	7,134	13,374	428,409
2003 C.O. (CIP)	471,247	9,554	352,137	128,664
2003 C.O. (W/WW Phase III)	1,532,155	28,726	82,139	1,478,742
2005 C.O. (Water Infrastructure Project)	2,228,891	37,259	27,329	2,238,822
2006 Tax Notes (CIP)	1,015,058	13,146	214,231	813,973
2007 C.O. (Police Facility)	5,338,633	(413,305)	-	4,925,328
<b>Sub-Total C.I.P. Funds:</b>	<b>\$ 11,306,616</b>	<b>\$ (313,029)</b>	<b>\$ 689,210</b>	<b>\$ 10,304,378</b>
<b>Total Other Funds</b>	<b>\$ 12,051,972</b>	<b>\$ 1,068,621</b>	<b>\$ 846,087</b>	<b>\$ 12,274,508</b>

**City of Copperas Cove, Texas  
2001 Certificates of Obligation  
(Capital Equipment/Improvements)  
As of January 31, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
<b>Beginning Fund Balance</b>				
90-300-0001	Fund Balance	\$ -	\$ -	\$ 285,983
<b>Revenues</b>				
90-390-1001	Bond Proceeds	\$ 1,915,000	\$ 1,914,227	\$ -
90-370-6001	Interest Income	-	82,505	4,457
90-370-6005	Miscellaneous Revenue	-	1,500	-
<b>Total Revenues</b>		<u>\$ 1,915,000</u>	<u>\$ 1,998,233</u>	<u>\$ 4,457</u>
<b>Expenditures</b>				
90-4606-9000-8600	Bond Issuance Costs	\$ 43,832	\$ 56,766	\$ -
90-4606-9000-6050	Inspection Services	-	3,263	-
90-4606-3500-xxxx	City-Wide Network	148,700	148,623	-
90-4606-4100-8500	Municipal Court	182,594	196,778	-
90-4606-4300-xxxx	Animal Control Facility	60,147	60,119	-
90-4606-4400-8500	Fire Station No. 3	179,509	215,496	-
90-4606-4400-8300	Fire Equipment	250,000	248,856	-
90-4606-5300-8400	Street Equipment	126,170	126,170	-
90-4606-5300-8400	Reliever Route ROW Acquisition	400,000	148,455	-
90-4606-5400-8505	Ogletree Improvements	364,548	394,604	-
90-4606-5600-8500	Public Works Facility (1/2)	159,500	113,119	-
<b>Total Expenditures</b>		<u>\$ 1,915,000</u>	<u>\$ 1,712,250</u>	<u>\$ -</u>
<b>Ending Fund Balance</b>				
90-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 285,983</u>	<u>\$ 290,440</u>

**City of Copperas Cove, Texas**  
**2001 Certificates of Obligation**  
**(Phase II of Water/Wastewater CIP)**  
**As of January 31, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
<b>Beginning Fund Balance</b>				
91-300-0001	Fund Balance	\$ -	\$ -	\$ 434,649
<b>Revenues</b>				
91-390-1001	Bond Proceeds	\$ 6,485,000	\$ 6,482,383	\$ -
91-370-6001	Interest Income	-	324,782	7,134
91-370-6005	Miscellaneous Revenue	-	-	-
<b>Total Revenues</b>		<b>\$ 6,485,000</b>	<b>\$ 6,807,165</b>	<b>\$ 7,134</b>
<b>Expenditures</b>				
91-4607-9100-8600	Bond Issuance Costs	\$ 162,800	\$ 165,380	\$ -
91-4607-9100-6100	Advertising	-	191	-
91-4607-5600-6800	Professional Services	-	23,867	-
91-4607-9100-9032	Public Works Facility (1/2)	159,500	132,784	-
91-4607-9100-9034	Turkey Run Pumps & Tank	439,000	443,736	-
91-4607-9100-9036	Hogg Mt. Pumps & Tank	819,000	86,762	-
91-4607-9100-9038	Killeen/CC Water Line	3,073,700	3,211,692	-
91-4607-9100-9040	Turkey Run Tank Rehab.	180,000	275,763	-
91-4607-9100-xxxx	W. Hwy 190 Sewer Ext.	-	-	-
91-4607-9100-9042	Joint Pump Station	700,000	754,487	-
91-4607-9100-9044	Grimes Crossing Water Line	701,000	507,968	-
91-4607-9100-9046	Joes Road Water Line	50,000	68,981	-
91-4607-9100-9047	Wolfe Road	75,000	75,855	-
91-4607-9100-9048	Taylor Mountain Pump Stn	-	243,276	-
91-4607-9100-0952	Mickan Mountain Rehab	-	214,078	13,374
91-4607-9100-9054	Hughes Mountain Rehab	-	35,000	-
91-4607-9100-9050	South Wastewater Plant	-	93,380	-
91-4607-5100-xxxx	Salaries/Related Expense	125,000	37,041	-
91-4607-5600-6800	Professional Services	-	2,276	-
<b>Total Expenditures</b>		<b>\$ 6,485,000</b>	<b>\$ 6,372,516</b>	<b>\$ 13,374</b>
<b>Ending Fund Balance</b>				
91-300-0001	Fund Balance	\$ -	\$ 434,649	\$ 428,409

**City of Copperas Cove, Texas  
2003 Certificates of Obligation  
Tax Supported Capital Projects  
As of January 31, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
<b>Beginning Fund Balance</b>				
70-300-0001	Fund Balance	\$ -	\$ -	\$ 471,247
<b>Revenues</b>				
70-390-1003	Bond Proceeds	\$ 4,190,000	\$ 4,190,000	\$ -
70-370-6001	Interest Income	-	214,451	9,554
70-370-6005	Miscellaneous Revenue	-	1,953	-
<b>Total Revenues</b>		<u>\$ 4,190,000</u>	<u>\$ 4,406,404</u>	<u>\$ 9,554</u>
<b>Expenditures</b>				
70-231-0920	Bond Issuance Costs	\$ 82,539	\$ 82,543	\$ -
70-231-0922	Unamortized Bond Discount	20,061	20,061	-
70-4615-4400-9021	Communications System	1,645,140	1,636,236	-
70-4615-4400-9023	Fire Department Pumper Truck	250,000	247,064	-
70-4615-5100-xxxx	Salary/Benefits	-	5,344	-
70-4615-4200-9039	Police Department Bldg. Repairs	20,000	22,537	-
70-4615-5300-9029	Improvements to FM 1113	320,000	363,398	11,331
70-4615-5400-9025	Renovation of Civic Center	130,000	132,691	-
70-4615-5400-9027	Construction of Skate Park	25,000	24,750	-
70-4615-5400-9033	Feeder Road	600,000	95,021	-
70-4615-5400-9035	City Hall Roof Repairs	20,000	11,441	-
70-4615-5400-9037	Human Resources Bldg. Repairs	95,000	92,661	-
70-4615-8500-9019	Construction of Big Divide	579,000	951,353	340,807
70-4615-8500-9043	Street Reconstruction	400,000	250,058	-
<b>Total Expenditures</b>		<u>\$ 4,186,740</u>	<u>\$ 3,935,157</u>	<u>\$ 352,137</u>
<b>Ending Fund Balance</b>				
70-300-0001	Fund Balance	<u>\$ 3,260</u>	<u>\$ 471,247</u>	<u>\$ 128,664</u>

**City of Copperas Cove, Texas**  
**2003 Certificates of Obligation**  
**(Phase III of Water/Wastewater CIP)**  
**As of January 31, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
<b>Beginning Fund Balance</b>				
71-300-0001	Fund Balance	\$ -	\$ -	\$ 1,532,155
<b>Revenues</b>				
71-390-1003	Bond Proceeds	\$9,820,000	\$ 9,820,000	\$ -
71-370-6001	Interest Income	-	491,531	28,726
71-390-1001	Developer Contributions	-	21,086	-
71-370-6005	Miscellaneous Revenue	-	167,965	-
<b>Total Revenues</b>		<u>\$9,820,000</u>	<u>\$ 10,500,581</u>	<u>\$ 28,726</u>
<b>Expenditures</b>				
71-4615-xxxx-xxxx	Bond Issuance Costs	\$ 192,591	\$ 192,601	\$ -
71-4615-xxxx-xxxx	Bond Discount	46,809	46,809	-
71-4615-4400-9021	Communications System	195,680	181,613	-
71-4615-5100-xxxx	Salaries/Benefits	60,000	86,829	-
71-4615-8500-9001	Transfer To General Funds	-	65	-
71-4615-8500-9003	Meadow Brook Sewer Project	235,714	158,996	-
71-4615-8500-9005	Hwy 190 Sewer Project	162,430	177,948	-
71-4615-8500-9007	Mountain Top Water Project	460,000	533,933	58,824
71-4615-8500-9009	Big Divide (Sewer)	484,000	625,951	-
71-4615-8500-9011	Big Divide (Water)	1,710,000	824,215	-
71-4615-8500-9013	NE WW Plant Expansion	4,138,389	4,359,165	-
	Add'l Engineering-NE WW Plant	55,869	60,889	-
71-4615-8100-9041	Utility Admin. Bldg. Repairs	20,000	19,081	-
71-4615-8500-9014	South Plant-Fine Screens	101,500	101,500	-
71-4615-8500-xxxx	NE and NW Change Orders	48,231	-	-
71-4615-8500-9015	NW WW Plant Expansion	1,104,456	1,134,003	-
71-4615-8500-9017	4th Year Sewer Improvement	594,000	268,769	23,315
71-4615-8500-9021	Water Model Study	60,000	84,126	-
71-4615-8500-9029	FM 1113 Improvement (Sidewalk)	-	(10,066)	-
71-4615-8500-9031	Expansion of Constitution	122,000	122,000	-
<b>Total Expenditures</b>		<u>\$ 9,791,669</u>	<u>\$ 8,968,427</u>	<u>\$ 82,139</u>
<b>Ending Fund Balance</b>				
71-300-0001		<u>\$ 28,331</u>	<u>\$ 1,532,155</u>	<u>\$ 1,478,742</u>

"Sewer (Skyline Valley Lift Station)" is now "Big Divide (Sewer)"  
"Water (Ogletree Pass to Colorado)" is now "Big Divide (Water)"

**City of Copperas Cove, Texas  
2005 Certificates of Obligation  
Water Projects  
As of January 31, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
<b>Beginning Fund Balance</b>				
93-300-0001	Fund Balance	\$ -	\$ -	\$ 2,228,891
<b>Revenues</b>				
93-390-1003	Bond Proceeds	\$ 3,080,000	\$ 3,050,000	\$ -
93-340-2001	Miscellaneous Revenue	-	-	-
93-370-6001	Interest Revenue	-	250,372	37,259
<b>Total Revenues</b>		<u>\$ 3,080,000</u>	<u>\$ 3,300,372</u>	<u>\$ 37,259</u>
<b>Expenditures</b>				
93-4616-5100-xxxx	Salary/Benefits	\$ -	\$ 458	\$ -
93-4615-8500-6100	Contractual Services	-	-	244
93-4616-8500-8600	Issuance Costs	89,000	62,050	-
93-4616-8500-9032	East Pump Station	1,380,000	178,500	7,000
93-4616-8500-9034	Turkey Run Pump Station	868,000	132,000	20,085
93-4616-8500-9036	Hogg Mountain Water Tank	743,000	698,473	-
<b>Total Expenditures</b>		<u>\$ 3,080,000</u>	<u>\$ 1,071,481</u>	<u>\$ 27,329</u>
<b>Ending Fund Balance</b>				
93-253-0001		<u>\$ -</u>	<u>\$ 2,228,891</u>	<u>\$ 2,238,822</u>

**City of Copperas Cove, Texas**  
**2006 Limited Tax Notes**  
**Capital Equipment/Land & Professional Services**  
**As of January 31, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
<b>Beginning Fund Balance</b>				
73-300-0001	Fund Balance	\$ -	\$ -	\$ 1,015,058
<b>Revenues</b>				
73-390-1003	Bond Proceeds	\$ 1,260,000	\$ 1,260,000	\$ -
73-340-2001	Miscellaneous Revenue	-	-	-
73-370-6001	Interest Revenue	-	59,154	13,146
<b>Total Revenues</b>		<u>\$ 1,260,000</u>	<u>\$ 1,319,154</u>	<u>\$ 13,146</u>
<b>Expenditures</b>				
73-4617-4200-6800	Professional Services	\$ 600,000	\$ 15,331	\$ 17,097
73-4617-4200-8600	Land	400,000	-	197,134
73-4617-4400-8300	Ambulance	100,000	97,525	-
73-4617-5300-8300	Street Sweeper	160,000	199,298	-
73-4617-9900-9500	Bond Issuance Costs	-	(8,057)	-
<b>Total Expenditures</b>		<u>\$ 1,260,000</u>	<u>\$ 304,097</u>	<u>\$ 214,231</u>
<b>Ending Fund Balance</b>				
73-253-0001		<u>\$ -</u>	<u>\$ 1,015,058</u>	<u>\$ 813,973</u>

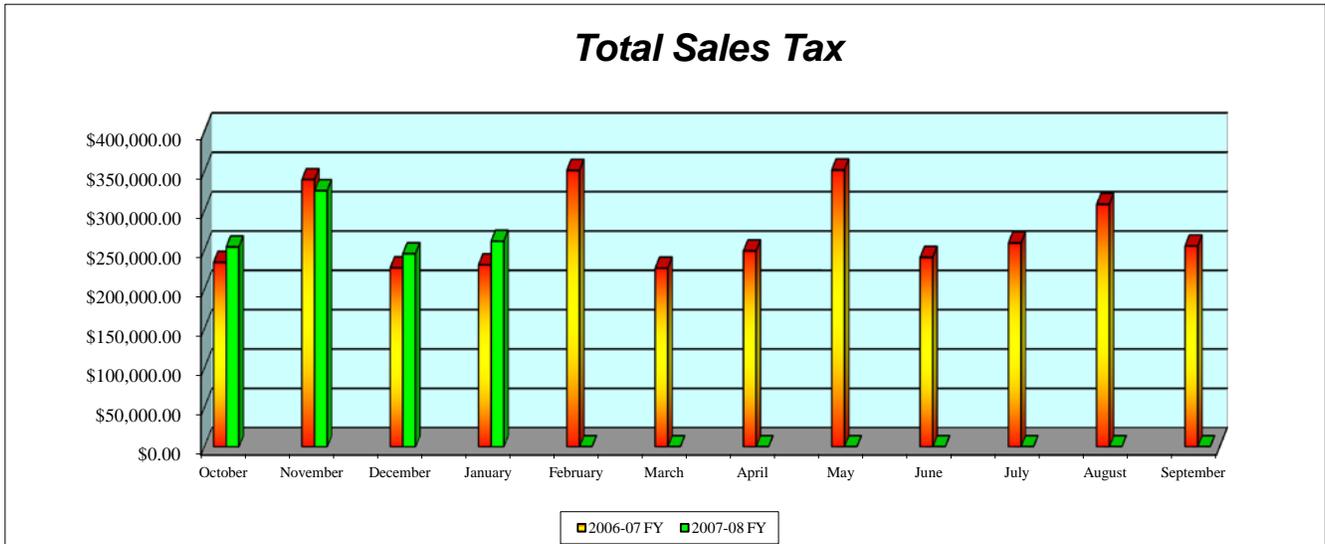
**City of Copperas Cove, Texas**  
**2007 Certificates of Obligation**  
**Police Facility**  
**As of January 31, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
<b>Beginning Fund Balance</b>				
74-300-0001	Fund Balance	\$ -	\$ -	\$ 5,338,633
<b>Revenues</b>				
74-390-1001	Bond Proceeds	\$ 5,300,000	\$ 5,300,000	\$ -
74-370-6001	Interest Revenue	50,000	92,974	86,695
74-390-1002	Discount Note Proceeds	-	-	(500,000)
<b>Total Revenues</b>		<u>\$ 5,350,000</u>	<u>\$ 5,392,974</u>	<u>\$ (413,305)</u>
<b>Expenditures</b>				
74-4618-4200-2200	Postage	\$ -	\$ 23	\$ -
74-4618-4200-8600	Bond Issuance Costs	50,000	54,318	-
74-4617-4200-8500	Police Facility	5,300,000	-	-
<b>Total Expenditures</b>		<u>\$ 5,350,000</u>	<u>\$ 54,341</u>	<u>\$ -</u>
<b>Ending Fund Balance</b>				
74-253-0001		<u>\$ -</u>	<u>\$ 5,338,633</u>	<u>\$ 4,925,328</u>

**CITY OF COPPERAS COVE**  
**MONTHLY COUNCIL REPORT**  
**SCHEDULE OF SALES TAX COLLECTIONS**  
**(WITH COMPARATIVE COLLECTIONS IN FY 2006-07)**  
**As of January 31, 2008 (FY 2007-08)**

<b>Fiscal Year 2006-07</b>	<b>City's Revenue</b>	<b>EDC's Revenue</b>	<b>Total Sales Tax</b>	<b>Fiscal Year 2007-08</b>	<b>City's Revenue</b>	<b>EDC's Revenue</b>	<b>Total Sales Tax</b>
October	\$156,182.25	\$78,091.13	\$234,273.38	October	\$169,247.52	\$84,623.76	\$253,871.28
November	\$226,324.55	\$113,162.28	\$339,486.83	November	\$216,891.12	\$108,445.56	\$325,336.68
December	\$151,566.28	\$75,783.14	\$227,349.42	December	\$163,496.24	\$81,748.12	\$245,244.36
January	\$154,062.22	\$77,031.11	\$231,093.33	January	\$174,106.89	\$87,053.45	\$261,160.34
February	\$234,096.96	\$117,048.48	\$351,145.44	February			\$0.00
March	\$151,231.18	\$75,615.59	\$226,846.77	March			\$0.00
April	\$165,791.41	\$82,895.71	\$248,687.12	April			\$0.00
May	\$234,485.52	\$117,242.76	\$351,728.28	May			\$0.00
June	\$160,309.35	\$80,154.68	\$240,464.03	June			\$0.00
July	\$172,527.88	\$86,263.94	\$258,791.82	July			\$0.00
August	\$205,359.88	\$102,679.94	\$308,039.82	August			\$0.00
September	\$170,015.51	\$85,007.76	\$255,023.27	September			\$0.00
<b>Total</b>	<b>\$2,181,952.99</b>	<b>\$1,090,976.50</b>	<b>\$3,272,929.49</b>	<b>Total</b>	<b>\$723,741.77</b>	<b>\$361,870.89</b>	<b>\$1,085,612.66</b>

NOTE 1 - Total revenues collected for sales tax by the month ending January 31, 2008, in FY 2007-08 was \$1,085,612.66 (\$723,741.77 City's revenues and \$361,870.89 EDC's revenues); total revenues collected for sales tax by the month ending January 31, 2006 in FY 2006-07 was \$1,032,202.96 (\$688,135.30 City's revenues and \$344,067.66 EDC's revenues).



CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)  
As of January 31, 2008 (FY 2007-08)

FUNDS IN INVESTMENT POOLS	
TEXSTAR	\$ 5,540,450.86
TEXPOOL	18,143,414.71
DISCOUNT NOTES	501,031.08
<b>Subtotal on Funds in Investment Pools</b>	<b><u>\$ 24,184,896.65</u></b>
CHECKING ACCOUNTS	
1988 W&S Bond	\$0.00
1994 Fire G.O. Bond Issue	0.00
1994 Fire Station Retainage	0.00
1994 Landfill C O's	0.00
Caddy Shack - Pool Account	0.00
Drainage Utility Reserve	0.00
G.O. Bonds Interest & Sinking	0.00
Master Account	2,530,761.61
Payroll	4,299.99
Rental Rehab	15,082.21
Golf Course	0.00
State Revolving Fund 1994	0.00
State Revolving Fund 1994 - Cash in Escrow	0.00
W & S Interest & Sinking	0.00
Water & Sewer Revenue	0.00
Law Enforcement Block Grant	13,424.43
Certificate of Obligations Series 1997	0.00
Solid Waste Interest & Sinking	0.00
Library Retainage	0.00
Pending Forfeitures	17,653.71
Small Business Revolving Loan Fund	0.00
1998 G.O. Bond Issue	0.00
1998 G.O. Bond Issue Retainage	0.00
1998 C.O. Bond Issue Retainage	0.00
Community Development	0.00
<b>Subtotal Checking Accounts</b>	<b><u>\$2,581,221.95</u></b>
SAVINGS ACCOUNTS (Per Quarterly Stmt)	
Subdivision Escrow	2,529.04
<b>Subtotal Savings Accounts</b>	<b><u>\$2,529.04</u></b>
<b>TOTAL INVESTMENTS &amp; CASH ACCOUNTS</b>	<b><u><u>\$26,768,647.64</u></u></b>

CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)  
As of January 31, 2008 (FY 2007-08)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$7,254,657.03
Water & Sewer Fund	\$2,946,628.38
Solid Waste Fund	\$958,822.94
Youth Activity Fund	\$101,659.87
Drainage Utility Fund	\$900,084.29
Cemetery Fund	(\$1,181.70)
General Obligation Interest & Sinking Fund	\$1,423,344.33
Curb & Gutter Assessment Fund	\$39.49
Municipal Golf Course Fund	\$27,545.67
Small Business Revolving Loan Fund	\$2,954.04
Library Gifts & Memorials Fund	\$8,456.53
Hotel/Motel Tax Fund	\$159,831.26
Animal Shelter Donations Fund	\$21,276.21
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$44,121.64
Abandoned Vehicle Auction Fund	\$0.00
City Wide Grants	\$287,628.00
FEMA Grant Funds	\$135,401.36
Fire Special Revenue Fund	\$11,103.55
Joint Image Campaign	\$28,887.04
Tx. Parks & Wildlife Grant	\$0.00
Municipal Court Fund	\$187,036.25
Police Restricted Fund	\$18,965.67
Police Federal Seizure Fund	\$2,104.23
Fire/EMS Loan	\$37,853.05
County Mutual Aid Agreement	\$48,247.03
1997 Combination Tax & Revenue C/O's (Golf Course; Library)	\$26,879.91
1997 CO's Golf Course Phase 1	\$0.00
Law Enforcement Block Grant Fund	\$13,424.43
Fire Department Grant Fund	\$22,038.60
Library Grant Fund	\$40,645.97
Step Grant	\$3,306.65
Tobacco Grant	\$2,577.73
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$820,376.45
1994 WW/SS Revenue Bonds	\$0.00
EDA Industrial Park	\$4,642.44
Reliever Route	\$270,809.51
2005 Certificates of Obligation (Water Projects)	\$2,418,360.81
1998 Park Improvements G.O.	\$0.00
1998 Combination Tax & Revenue C/O's (Street; Compost)	\$3,830.00
1999 Combination Tax & Revenue C/O's (Golf Course)	\$2,206.60
1999 Combination Tax & Revenue C/O's (Animal Control; Municipal Court)	\$243.26
1999 Combination Tax & Revenue C/O's (Water/Wastewater Phase I CIP)	\$0.00
1999 Combination Tax & Revenue C/O's (Solid Waste Vehicles & Equip.)	\$7,909.14
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$290,439.97
2001 Combination Tax & Revenue C/O's (Water/Wastewater Phase II CIP)	\$459,770.38
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$476,674.69
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	\$1,825,496.16
2007 Combination Tax & Revenue C/O's (Police Facility)	\$5,423,370.12
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b><u>\$26,768,647.64</u></b>

RECAP OF CASH & INVESTMENTS:

INVESTMENTS IN TEXPOOL	\$ 18,143,414.71
INVESTMENTS IN TEXSTAR	5,540,450.86
DISCOUNT NOTES	501,031.08
CASH IN BANK	2,583,750.99
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b><u>\$ 26,768,647.64</u></b>

CITY OF COPPERAS COVE  
INVESTMENT SCHEDULE  
As of January 31, 2008 (FY 2007-08)

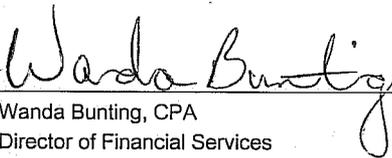
As of December 31, 2007, the City of Copperas Cove's investment portfolio was made up of investments in TEXPOOL, TEXSTAR, Discount Note and bank deposits with the City's local depository. This portfolio accomplishes the objective of maintaining liquidity while earning a modest yield on invested taxpayers dollars.

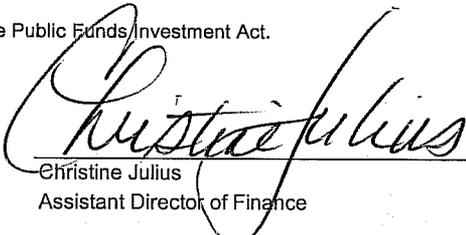
TEXPOOL Investments	Market Value 11/30/07	Investments	Redemptions	Accrued Interest	Book Value 12/31/07	Market Value 12/31/07
General Fund	\$ 3,451,471.66	\$ 4,252,593.71	\$ 1,752,368.71	\$ 16,816.19	\$ 5,968,512.85	\$ 5,968,512.85
Water & Sewer Fund	2,702,400.06	566,604.00	500,000.00	10,180.55	2,779,184.61	2,779,184.61
Solid Waste Fund	777,102.26	100,000.00	-	3,012.40	880,114.66	880,114.66
Drainage Utility Fund	841,856.93	83,594.00	55,000.00	3,123.46	873,574.39	873,574.39
Interest & Sinking Fund	392,665.03	815,010.22	-	2,889.22	1,210,564.47	1,210,564.47
Youth Activities Fund	92,462.81	11,000.00	6,000.00	332.63	97,795.44	97,795.44
Cemetery Fund	-	-	-	1.81	-	-
Golf Course Interest & Sinking	39.44	-	-	0.05	39.49	39.49
Small Business Revolving Loan Fund	46,947.79	425.00	-	170.73	47,543.52	47,543.52
Hotel/Motel Fund	146,686.94	5,235.49	-	533.36	152,455.79	152,455.79
Municipal Court Special Revenue Fund	189,144.11	5,500.00	11,000.00	668.27	184,312.38	184,312.38
1997 C/O Fund	1,307.24	-	-	4.72	1,311.96	1,311.96
1998 G.O. Bond Fund	455.57	-	-	1.68	457.25	457.25
1998 C/O Bond Fund	3,816.24	-	-	13.76	3,830.00	3,830.00
1999 C/O Bond Fund (Animal Control, etc.)	242.36	-	-	0.90	243.26	243.26
1999 C/O Bond Fund (Golf Course)	2,198.67	-	-	7.93	2,206.60	2,206.60
1999 C/O Bond Fund (Solid Waste)	7,880.73	-	-	28.41	7,909.14	7,909.14
2001 C/O Bond Fund (Governmental)	289,396.38	-	-	1,043.59	290,439.97	290,439.97
2001 C/O Bond Fund (W&S Phase II)	458,118.34	-	-	1,652.04	459,770.38	459,770.38
2007 C/O Police Facility	4,894,687.99	-	-	17,651.05	4,912,339.04	4,912,339.04
Reliever Route	311,056.07	-	41,326.89	1,080.33	270,809.51	270,809.51
<b>Total TEXPOOL Investments</b>	<b>\$ 14,609,936.62</b>	<b>\$ 5,839,962.42</b>	<b>\$ 2,365,695.60</b>	<b>\$ 59,213.08</b>	<b>\$ 18,143,414.71</b>	<b>\$ 18,143,414.71</b>

TEXSTAR Investments	Market Value 11/30/07	Investments	Redemptions	Accrued Interest	Book Value 12/31/07	Market Value 12/31/07
2003 C/O Project Fund (Governmental)	\$ 518,285.67	\$ -	\$ 43,343.47	\$ 1,732.49	\$ 476,674.69	\$ 476,674.69
2003 C/O Project Fund (W&S Phase III)	1,833,838.00	-	14,850.00	6,508.16	1,825,496.16	1,825,496.16
EDA Grant	-	-	-	-	-	-
2005 C/O Project Fund (Water Projects)	2,414,888.09	-	5,735.00	8,615.47	2,417,768.56	2,417,768.56
2006 Tax Notes - Police Building Project	822,198.85	-	4,618.32	2,930.92	820,511.45	820,511.45
<b>Total TEXSTAR Investments</b>	<b>\$ 5,589,210.61</b>	<b>\$ -</b>	<b>\$ 68,546.79</b>	<b>\$ 19,787.04</b>	<b>\$ 5,540,450.86</b>	<b>\$ 5,540,450.86</b>

Discount Notes	Market Value 11/30/07	Investments	Redemptions	Accrued Interest	Book Value 12/31/07	Market Value 12/31/07
2007 C/O Police Facility	\$ -	\$ 500,000.00	\$ -	\$ 1,031.08	\$ 501,031.08	\$ 500,000.00
<b>Total Discount Notes</b>	<b>\$ -</b>	<b>\$ 500,000.00</b>	<b>\$ -</b>	<b>\$ 1,031.08</b>	<b>\$ 501,031.08</b>	<b>\$ 500,000.00</b>
<b>Total Investments</b>	<b>\$ 20,199,147.23</b>	<b>\$ 6,339,962.42</b>	<b>\$ 2,434,242.39</b>	<b>\$ 80,031.20</b>	<b>\$ 24,184,896.65</b>	<b>\$ 24,183,865.57</b>

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

  
Wanda Bunting, CPA  
Director of Financial Services

  
Christine Julius  
Assistant Director of Finance



# TEXPOOL

THE TEXAS INVESTMENT SERVICE FOR PUBLIC FUNDS

February 2008

## PERFORMANCE

<i>As of January 31, 2008</i>	<i>TexPool</i>	<i>TexPool Prime</i>
Current Invested Balance	\$21,650,423,226.92	\$1,789,196,384.93
Weighted Average Maturity (1)*	28 Days	22 Days
Weighted Average Maturity (2)*	78 Days	24 Days
Net Asset Value	1.00060	1.00028
Total Number of Participants	2,070	86
Management Fee on Invested Balance	0.0485%	0.065%
Interest Distributed	\$73,275,099.36	\$5,964,241.03
Management Fee Collected	\$830,421.07	\$86,803.90
Standard & Poor's Current Rating	AAAm	AAAm
<b>January Averages</b>		
Average Invested Balance	\$20,370,680,025.12	\$1,602,253,359.41
Average Monthly Yield, on a simple basis (3)*	4.2460%	4.4056%
Average Weighted Average Maturity (1)*	30 Days	20 Days
Average Weighted Average Maturity (2)*	78 Days	22 Days

\*Definitions for Average Weighted Maturity can be found on Page 2.

## Economic and Market Commentary – January 31, 2008

Racing to get ahead of the gathering economic storm, the Federal Reserve in late January aggressively eased monetary policy, slashing benchmark interest rates on two occasions by a combined 125 basis points. The first reduction, an inter-meeting cut of 75 bps, took investors by surprise and followed a sharp sell-off in most international equity markets. By the end of the month, the federal funds rate had fallen to 3% and futures contracts assigned a nearly 70% chance that the central bank would cut rates by another half-percentage point at its March FOMC meeting.

While plunging cash yields reflected a virtually uninterrupted series of tepid economic data, liquidity conditions actually improved markedly during the period. As we noted in our December commentary, we do not expect credit spreads to return to the unrealistically tight levels that prevailed prior to the onset of the subprime mortgage crisis last summer. Still, LIBOR dropped dramatically and Treasury/LIBOR spreads contracted towards what we have characterized as the "new normal" shortly after the clock struck midnight on January 1, suggesting that a significant portion of the recent liquidity shortfall was related to year-end financing needs in the context of extreme economic uncertainty. Though the liquidity crunch has largely abated for most borrowers, some lower-rated credits (SIVs in particular) are still having difficulty securing funding. We welcome this more tiered marketplace, since it tends to reward those managers who diligently perform their credit homework.

We continued to manage the portfolios with an eye towards maximizing relative value in a declining interest rate environment. At various times during the month, we moved to lock-in yields at the longer end of the cash curve, especially on those relatively infrequent occasions when the economic outlook brightened enough to hint at fewer Fed rate cuts down the road. We also added to our floating-rate positions, a sector of the market where buying had been muted and prices remained attractive. Looking ahead, we anticipate that benchmark rates will decline by another 100 basis points. In our view, however, the Bernanke Fed will be reluctant to take rates below 2% for fear of stoking inflation or inflating another asset bubble. As such, we believe that the eventual trough in interest rates will be higher and shorter-lived than was the case during the last monetary easing cycle earlier this decade.

## ANNOUNCEMENTS

### New Participants

We would like to recognize and welcome the following entities who joined the TexPool/TexPool Prime program in January, 2008:

1. Sienna Plantation Management District
2. Texas State Technical College - Waco
3. Texas State Technical College - Harlingen
4. Valley Ranch MUD
5. Kaufman County Single Appraisal District
6. South Plains Public Health District
7. Montgomery County ESD #5
8. Kent County
9. City of Princeton

### New Participants (Continued)

10. City of Collinsville
11. Tenaha ISD
12. City of Waskom

### Holiday Reminder

In observance of President's Day, TexPool will be closed on Monday, February 18, 2008. ACH transactions placed on Friday, February 15, 2008 will settle Tuesday, February 19, 2008. Please plan accordingly for your liquidity needs.

### Market Updates

For the latest in Market Updates check the TexPool website, [www.texpool.com](http://www.texpool.com).



# TexPool

## PORTFOLIO ASSET SUMMARY AS OF January 31, 2008

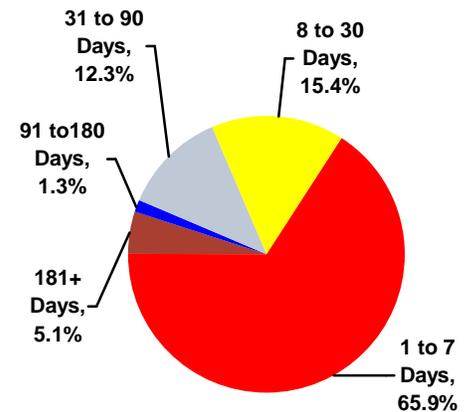
	<b>Book Value</b>	<b>Market Value</b>
Uninvested Balance	\$1,481,512.23	\$1,481,512.23
Accrual of Interest Income	37,998,795.33	37,998,795.33
Interest and Management Fees Payable	(573,269,494.15)	(573,269,494.15)
Payable for Investments Purchased	00.00	00.00
Repurchase Agreements	15,802,291,000.00	15,802,562,913.75
Mutual Fund Investments	0.00	0.00
Government Securities	6,381,921,413.51	6,394,702,251.05
<b>Total</b>	<b>\$21,650,423,226.92</b>	<b>\$21,663,475,978.21</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investors and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

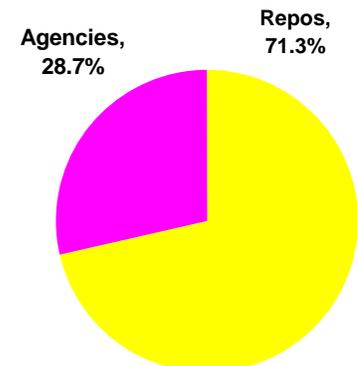
### DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
01/01	4.4485%	0.000121877	\$18,397,035,467.96	1.00019	34	81
01/02	4.5136%	0.000123660	\$18,630,042,881.91	1.00019	33	80
01/03	4.4668%	0.000122378	\$19,038,492,778.78	1.00022	33	80
01/04	4.4037%	0.000120650	\$19,294,099,741.04	1.00029	33	80
01/05	4.4037%	0.000120650	\$19,294,099,741.04	1.00029	33	80
01/06	4.4037%	0.000120650	\$19,294,099,741.04	1.00029	33	80
01/07	4.3973%	0.000120473	\$19,519,056,398.21	1.00027	31	77
01/08	4.3968%	0.000120460	\$19,741,630,100.31	1.00028	31	76
01/09	4.4145%	0.000120946	\$19,922,157,336.13	1.00031	30	76
01/10	4.4452%	0.000121785	\$20,176,948,056.19	1.00033	30	74
01/11	4.4438%	0.000121749	\$20,397,552,312.31	1.00040	30	74
01/12	4.4438%	0.000121749	\$20,397,552,312.31	1.00040	30	74
01/13	4.4438%	0.000121749	\$20,397,552,312.31	1.00040	30	74
01/14	4.4452%	0.000121787	\$20,443,683,290.01	1.00042	28	76
01/15	4.5179%	0.000123779	\$20,529,587,783.39	1.00045	27	75
01/16	4.4487%	0.000121881	\$20,505,750,396.43	1.00045	27	75
01/17	4.4269%	0.000121286	\$20,616,505,212.74	1.00045	27	75
01/18	4.3691%	0.000119701	\$20,759,932,481.59	1.00044	29	79
01/19	4.3691%	0.000119701	\$20,759,932,481.59	1.00044	29	79
01/20	4.3691%	0.000119701	\$20,759,932,481.59	1.00044	29	79
01/21	4.3691%	0.000119701	\$20,759,932,481.59	1.00044	29	79
01/22	4.0945%	0.000112178	\$20,819,826,565.41	1.00062	27	77
01/23	3.9150%	0.000107260	\$20,924,754,007.97	1.00067	30	82
01/24	3.9595%	0.000108480	\$20,987,476,980.40	1.00066	30	82
01/25	3.9396%	0.000107935	\$21,080,833,313.35	1.00061	31	83
01/26	3.9396%	0.000107935	\$21,080,833,313.35	1.00061	31	83
01/27	3.9396%	0.000107935	\$21,080,833,313.35	1.00061	31	83
01/28	3.8812%	0.000106335	\$21,223,357,268.36	1.00059	29	81
01/29	3.8617%	0.000105801	\$21,429,001,628.14	1.00058	29	80
01/30	3.6844%	0.000100942	\$21,578,165,372.85	1.00057	29	79
01/31	3.4693%	0.000095050	\$21,650,423,226.92	1.00060	28	78
<b>Averages</b>	4.2460%	0.000116328	\$20,370,680,025.12		30	78

**Portfolio By Maturity**  
As of January 31, 2008



**Portfolio By Type of Investment**  
As of January 31, 2008



	<b>Number of Participants</b>	<b>Balance</b>
School District	527	\$8,632,503,459.81
Higher Education	53	\$2,151,116,412.76
Health Care	78	\$898,061,678.39
Utility District	624	\$2,004,552,945.46
City	414	\$5,568,137,762.72
County	161	\$2,020,671,826.33
Other	213	\$366,374,594.33

### Definition of Weighted Average Maturity (1) & (2)

\* (1) This weighted average maturity calculation uses the SEC Rule 2A-7 definition for stated maturity for any floating rate instrument held in the portfolio to determine the weighted average maturity for the pool. This rule specifies that a variable rate instrument to be paid in 397 calendar days or less shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate.

\* (2) This weighted average maturity calculation uses the final maturity of any floating rate instruments held in the portfolio to calculate the weighted average maturity for the pool.

## TexPool Prime

### PORTFOLIO ASSET SUMMARY AS OF January 31, 2008

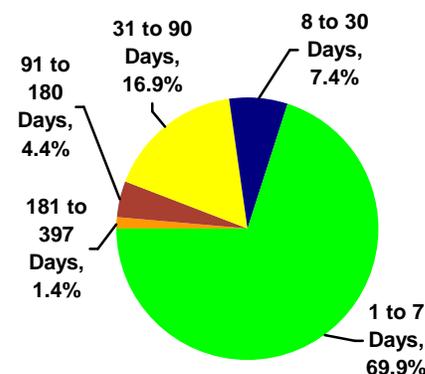
	Book Value	Market Value
Uninvested Balance	\$1,778.41	\$1,778.41
Accrual of Interest Income	403,084.30	403,084.30
Interest and Management Fees Payable	(5,964,241.00)	(5,964,241.00)
Payable for Investments Purchased	00.00	00.00
Repurchase Agreements	983,607,000.00	983,607,000.00
Mutual Fund Investments	50,000,000.00	50,000,000.00
Government Securities	00.00	00.00
Commercial Paper	723,348,763.22	723,862,636.30
Bank Instruments	0.00	0.00
Variable Rate Note	37,800,000.00	37,783,783.80
<b>Total</b>	<b>\$1,789,196,384.93</b>	<b>\$1,789,694,041.81</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investors and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

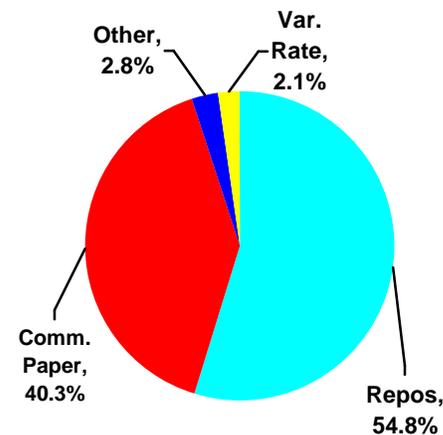
### DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
01/01	4.8867%	0.000133883	\$1,356,711,581.69	0.99864	20	23
01/02	4.7786%	0.000130920	\$1,361,664,493.01	1.00015	19	22
01/03	4.6558%	0.000127556	\$1,387,832,716.52	1.00003	18	21
01/04	4.6229%	0.000126655	\$1,410,537,173.93	0.99996	18	21
01/05	4.6229%	0.000126655	\$1,410,537,173.93	0.99996	18	21
01/06	4.6229%	0.000126655	\$1,410,537,173.93	0.99996	18	21
01/07	4.6425%	0.000127193	\$1,433,433,724.70	1.00009	16	19
01/08	4.6412%	0.000127156	\$1,452,272,983.08	1.00009	15	18
01/09	4.6543%	0.000127515	\$1,468,640,435.08	1.00010	15	18
01/10	4.6350%	0.000126987	\$1,533,504,773.87	1.00011	15	17
01/11	4.6079%	0.000126245	\$1,608,789,072.27	1.00003	18	21
01/12	4.6079%	0.000126245	\$1,608,789,072.27	1.00003	18	21
01/13	4.6079%	0.000126245	\$1,608,789,072.27	1.00003	18	21
01/14	4.5998%	0.000126023	\$1,596,334,364.00	1.00013	19	22
01/15	4.6646%	0.000127798	\$1,622,629,016.48	1.00010	19	22
01/16	4.5937%	0.000125856	\$1,621,615,336.65	1.00008	20	22
01/17	4.5669%	0.000125120	\$1,642,675,931.00	1.00008	20	23
01/18	4.5039%	0.000123395	\$1,689,831,470.21	0.99991	21	23
01/19	4.5039%	0.000123395	\$1,689,831,470.21	0.99991	21	23
01/20	4.5039%	0.000123395	\$1,689,831,470.21	0.99991	21	23
01/21	4.5039%	0.000123395	\$1,689,831,470.21	0.99991	21	23
01/22	4.2465%	0.000116342	\$1,705,367,733.39	1.00022	19	22
01/23	4.0331%	0.000110495	\$1,752,176,841.14	1.00029	21	23
01/24	4.0490%	0.000110932	\$1,718,333,319.62	1.00031	22	24
01/25	4.0126%	0.000109933	\$1,729,660,228.14	1.00011	24	26
01/26	4.0126%	0.000109933	\$1,729,660,228.14	1.00011	24	26
01/27	4.0126%	0.000109933	\$1,729,660,228.14	1.00011	24	26
01/28	3.9490%	0.000108192	\$1,732,226,290.77	1.00022	22	24
01/29	3.9386%	0.000107907	\$1,744,649,394.88	1.00021	21	23
01/30	3.7497%	0.000102731	\$1,744,303,517.12	1.00021	23	25
01/31	3.5438%	0.000097090	\$1,789,196,384.93	1.00028	22	24
Averages	4.4056%	0.000120702	\$1,602,253,359.41		20	22

Portfolio By Maturity  
As of January 31, 2008



Portfolio By Type of Investment  
As of January 31, 2008



	Number of Participants	Balance
School District	49	\$1,467,064,921.75
Higher Education	4	\$14,473,301.12
Health Care	5	\$7,530,151.78
Utility District	2	\$49,419,201.85
City	13	\$66,985,186.79
County	7	\$183,413,459.88
Other	6	\$308,396.23

\*(3) This current yield for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.

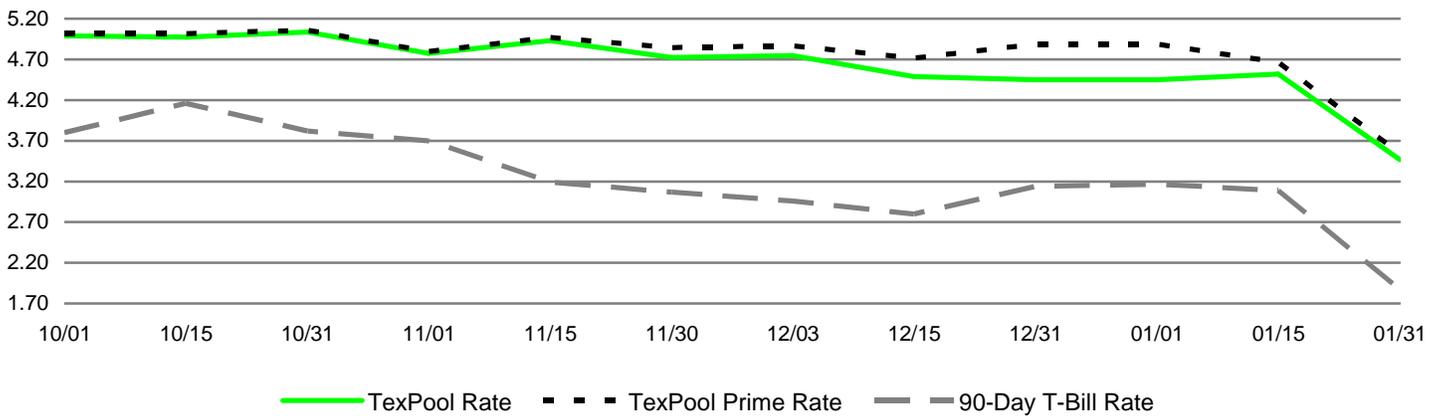


# TEXPOOL

THE TEXAS INVESTMENT SERVICE FOR PUBLIC FUNDS

TexPool Participant Services  
c/o Lehman Brothers  
600 Travis St., Suite 7200  
Houston, TX 77002

## TEXPOOL & TEXPOOL PRIME VS. 90-DAY TREASURY BILL



**TexPool Advisory Board Members**

R.C. Allen	Kathy Dubose	Ron Leverett	Clay McPhail
Pati Buchenau	Jose Elizondo, Jr.	LaVonne Mason	Anita Thetford
James L. Cotton	Dan Haggerty	John McGrane	Vivian Wood

**Additional information regarding TexPool is available upon request:**  
[www.texpool.com](http://www.texpool.com) • 1-866-839-7665 (1-888-TEX-POOL) • Fax: 866-839-3291

# City of Copperas Cove City Council Agenda Item Report

March 11, 2008

## Agenda Item No. J-2

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

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**SUBJECT: Financial Report for the Month ended January 31, 2008.**

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**1. BACKGROUND/HISTORY**

Attached is the Monthly Council Report for the month ended January 31, 2008. This report is submitted to the City Council for review. The report provides a detailed analysis of the City's financial condition and results of operations for the month ended January 31, 2008.

**2. FINDINGS/CURRENT ACTIVITY**

None.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

None.