



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

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

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **19th day of August 2008** at **7:15 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ANNOUNCEMENTS

E. PUBLIC RECOGNITION

1. Employee Service Awards: ***Andrea M. Gardner, City Manager***
 - Michael Merrell, Sewer Collection Operator II – 5 years
 - Elke Hutto, Library Reference Assistant/Electronic Technology Coordinator – 5 years
 - Michael Mundell, Solid Waste Superintendent – 5 years

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 July 1, 2008 regular council meeting. ***Jane Lees, City Secretary***

2. Consideration and action on approval of minutes from the July 15, 2008 regular council meeting. **Jane Lees, City Secretary**
3. Consideration and action on approval of minutes from the August 5, 2008 regular council meeting. **Jane Lees, City Secretary**
4. Consideration and action on approval of minutes from the August 7, 2008 special council meeting. **Stefanie Brown, Deputy City Secretary**
5. Consideration and action on approval of minutes from the August 8, 2008 special council meeting. **Stefanie Brown, Deputy City Secretary**
6. Consideration and action on approval of minutes from the August 9, 2008 special council meeting. **Jane Lees, City Secretary**
7. Consideration and action on authorizing the release of funds in the amount of \$7,204 from the Hotel Occupancy Tax Fund to the Boys and Girls Club of Copperas Cove. **Wanda Bunting, Director of Financial Services**
8. Consideration and action on authorizing the release of funds in the amount of \$42,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending June 30, 2008 and the additional funds requested to cover the reimbursement of costs associated with the Rabbit Fest. **Wanda Bunting, Director of Financial Services**

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on Ordinance No. 2008-25, amending the 2007-08 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

I. ACTION ITEMS

1. Consideration and action on re-appointments of four (4) returning members to the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**
2. Consideration and action on appointment/re-appointment of members to the Copperas Cove Hospital Authority Board of Directors. **Jane Lees, City Secretary**
3. Consideration and action on Ordinance No. 2008-26, amending the City of Copperas Cove's Code of Ordinances, Chapter 11, Municipal Utilities and Services, Article IV, Solid Waste Collection and Disposal. **Michael Mundell, Solid Waste Superintendent**

4. Consideration and action on authorizing the City Manager to enter into an Inter-local Agreement with the Copperas Cove Independent School District to share facilities for recreational purposes. **Ken Wilson, Director of Community Services**
5. Consideration and action to authorize the City Manager to enter into an agreement with Tyler Technologies for the Incode Building Module software purchase in the amount of \$50,823. **Carl Ford, Director of Development Services**
6. Consideration and action authorizing the City Manager to execute a contract with Shelton & Shelton Plumbing of Killeen, Texas for Improvements to Turkey Run Pump Station and Installation of a 30-Inch Waterline, in the amount of \$1,579,982.67. **Robert M. McKinnon, Public Works Director**
7. Consideration and action authorizing the City Manager to execute a contract with UCS Restoration, Harker Heights, Texas for repairs to the Allin House, in the amount of \$48,978.83. **Robert M. McKinnon, Public Works Director**
8. Consideration and action on Resolution No. 2008-30, accepting the quarterly investment report as presented for the quarter ending June 30, 2008 per the Investment Policy. **Wanda Bunting, Director of Financial Services**
9. Consideration and action on approving Ordinance No. 2008-27 of the City Council of the City of Copperas Cove, Texas, calling a bond election to be held within the City of Copperas Cove, Texas; making provisions for the conduct and the giving of notice of the election; containing other provisions relating thereto; and finding and determining that the meeting at which this ordinance is passed is open to the public as required by law. **Andrea M. Gardner, City Manager**
10. Consideration and action on Ordinance No. 2008-28, approving a moratorium on Chapter 14, Oil & Gas Wells, of the Copperas Cove Code of Ordinances. **Andrea M. Gardner, City Manager**
11. Consideration and action on authorizing the City Manager to execute an agreement between the City of Copperas Cove and River City Engineering, LTD. for professional engineering services associated with the construction of the Mesa Verde Water Project in the amount of \$135,200. **Andrea M. Gardner, City Manager**
12. Conducting the annual evaluation for the Municipal Judge. **Kelli Sames, Human Resources Director**

13. Consideration and action on continuing or terminating the Independent Contractor Agreement with F.W. Price, Municipal Court Judge and the City of Copperas Cove as approved in on January 3, 2008. ***Kelli Sames, Human Resources Director***
14. Conducting the annual evaluation for the City Attorney. ***Kelli Sames, Human Resources Director***
15. Consideration and action on continuing or terminating the Independent Contractor Agreement with James R. Thompson, City Attorney and the City of Copperas Cove as approved in on January 3, 2008. ***Kelli Sames, Human Resources Director***

J. STAFF REPORTS

1. Financial Report for the Month ended June 30, 2008. ***Wanda Bunting, Director of Financial Services***

K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.

L. ITEMS FOR FUTURE AGENDAS

M. EXECUTIVE SESSION

1. Pursuant to §551.087 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the offer or other incentive to a business prospect that the governmental body seeks to have locate in the territory of the governmental body and with which the governmental body is conducting economic development negotiations – Cinergy Cinemas Contract and Performance Agreement.
2. Pursuant to §551.074 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the evaluation of the City Manager.
3. Pursuant to §551.074 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the evaluation of the City Secretary.

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 at _____, August 15, 2008, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, City Secretary



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

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

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **19th day of August 2008**, at **6:00 p.m.**, in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522 at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP ITEMS

1. Discussion of the Fiscal Year 2008-2009 City Council changes to the proposed budget. **Wanda Bunting, Director of Financial Services**

D. ADJOURNMENT

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 at _____, August 15, 2008 on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
July 1, 2008 – 7:00 P.M.**

A. CALL TO ORDER

Mayor Pro Tem Robert L. Reeves 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

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

Mayor Pro Tem Reeves read Section 2.10 of the City Charter, *“The Council shall, by ordinance, determine its own rules and order of business and the rules shall provide that citizens of the city shall have a reasonable opportunity to be heard at all regular and special council meetings in regard to any matter under consideration.”* The rules of order for the City Council were adopted on September 5, 2000, with the passage of Ordinance No. 2000-26. Section 6.1 of Ordinance No. 2000-26 reads as follows, *“This portion of the City Council meeting is set aside for members of the public to address the City Council on any item of business that is not formally scheduled on the agenda or scheduled as a public hearing. Members of the public should complete a ‘Public Meeting Appearance Card’ prior to the item being heard and present it to the City Secretary.”* Section 8.5 of the Code of Ordinances reads as follows, *“Should any Section, Clause or Provision of this policy be declared in conflict with the City Charter, the City Charter shall prevail.”* Therefore, the citizens of Copperas Cove will be provided fair opportunity to speak during Council Meetings, provided the citizens and other visitors speaking observe the same rules of propriety, decorum, and good conduct applicable to the members of the City Council. Due to the fact that the Charter does not specify an exact procedure to be utilized, all communications by citizens, both about items on the agenda and items not on the agenda, are required to occur during the Citizen’s Forum portion of the agenda. As a reminder to the Council, it is important to remember with respect to items not on the agenda, there can be no discussion, other than a factual recitation and a request to place the item on a future agenda, or providing direction on whom to contact for information regarding the issue. The City Staff will be including the revision of Ordinance No. 2000-26 as a future workshop item with the City Council. Upon revision of the ordinance, a citizen’s guide for council meeting procedures will be provided to each citizen present at the future meetings of the City Council. We appreciate your patience during this time.

E. PUBLIC RECOGNITION

Mayor Pro Tem Reeves stated that he received a request to move item E-2 before item E-1. Council Member Clayton made a motion to move item E-2 first, which was seconded by Council Member Heinze and passed unanimously.

2. Presentation: Recognition and farewell to Council Member Frank D. Somera, Jr., Place Seven. **Robert L. Reeves, Mayor Pro Tem**

Mayor Pro Tem Reeves thanked Mr. Somera for the excellent job he did while serving on the Council. In recognition of Mr. Somera's service to the City, Mayor Pro Tem Reeves presented a "Freedom" picture to Council Member Frank D. Somera, Jr., which also contained a plaque commemorating his service on the City Council, July 5, 2005 to July 1, 2008, and an official coin of the City of Copperas Cove.

Mr. Somera thanked the people of the City of Copperas Cove for the opportunity to serve them for the last three years. He appreciated all the support and encouraging words offered him. He said he had a deep appreciation for those who diligently served our City. He thanked all City employees and stated that they are the backbone of what goes on in the City—the ones who get things done for each of us, the citizens. He said that he is leaving the Council with mixed emotion. His experience was enjoyable and wholesome for the most part and he learned a great deal about governance and politics. He stated that it is time for him to move off the dais and go back to the community. He intends to continue to serve the community in other ways and strive to make our community a better place to live. He said that he feels that the City is in good hands and that the Council will continue to govern with the betterment of the community in mind.

1. Presentation: Recognition and farewell to Council Member Frederick R. Harris, Place Six. **Robert L. Reeves, Mayor Pro Tem**

Mayor Pro Tem Reeves thanked Mr. Harris for a job well done while serving on the Council. In recognition of Mr. Harris' service to the City, Mayor Pro Tem Reeves presented a "Freedom" picture to Council Member Frederick R. Harris, which also contained a plaque commemorating his service on the City Council, June 2, 2005 to July 1, 2008, and an official coin of the City of Copperas Cove.

Mr. Harris thanked all the City Staff and all the citizens of Copperas Cove for all the years of unwavering support. He thanked his wife and family for supporting him while on the Council and all the people who voted for him. He said that in spite of all the tabloid press and ill reporting and malicious untruths, he remains undefeated. He stated that because he knew his friends outnumbered those who sought to recall him, he continued to stay on the Council. He said that winning is a choice and that the Council would win and be able to overcome anything that was thrown against them. The Council has to believe in order to achieve this. He said that most of the different Councils he has worked with recognized the power of networking and partnerships. He said he was always clear as to why he was here. He said he has always believed in the City's goals, especially the one that states the City will attract and retain quality employees. Although there are many citizens who want to fight about everything the Council does and strive to create political discord, he told the Council to never buy their hype and continue to build a City of diversity.

3. Oath of Office: The Oath of Office will be administered to Willie C. Goode. **F. W. "Bill" Price, Municipal Court Judge**

F.W. "Bill" Price, Municipal Court Judge administered the oath of office to Willie C. Goode, Council Member Position 6. Mr. Goode thanked all the people who supported him during the elections. He said that he will work for the best interests of the citizens of Copperas Cove as well as the City of Copperas Cove. He believes that the Council can work together and make everything come out well for the City.

4. Oath of Office: The Oath of Office will be administered to Frank Seffrood. **F. W. "Bill" Price, Municipal Court Judge**

F.W. "Bill" Price, Municipal Court Judge administered the oath of office to Frank Seffrood, Council Member Position 7. Mr. Seffrood thanked everyone who supported him. He said there are a lot of things that this community can do. First, we can get together as a community. He hopes that he can help do that. He will work with the Council and said that he has found no one he can't work with. Some people you have to work harder to work with them, but he is willing to do that. He stated that he has lost things in his life and he has gained things in his life. Gaining this position is not a gain, it is a dedication, and that is exactly what the citizens will get from him. If issues come up he knows he will be a part of it, but he will always find out what is going on. This is simply good business. He said we don't invest ourselves in things we don't believe in and we don't invest our money in things that we know are going to go broke. He thanked everyone again and said he looks forward to serving and that he will serve.

5. Proclamation: "Watch Your Car Awareness Month – July 2008. **Robert L. Reeves, Mayor Pro Tem**

Mayor Pro Tem Robert L. Reeves read the proclamation and presented it to Lt. Danny Austin of the Police Department who introduced Lt. Joey Kennedy, with the Auto Theft Task Force. Lt. Kennedy said that the Task Force has a mission to get people to lock their vehicles, take their keys and hide items from sight within the vehicles. Nearly half of all auto thefts in Texas are because keys were left in the vehicle. There are some very simple things that people can do to prevent auto theft and make the numbers come down.

6. Proclamation: "Code Compliance Month – July 2008. **Robert L. Reeves, Mayor Pro Tem**

Mayor Pro Tem Robert L. Reeves read the proclamation and presented it to Don Denniston, Autumn Downing and Carol Ballesteros of the Code Enforcement and Health Division for the City. Mr. Denniston thanked the Council for the proclamation to highlight Code Compliance Month. During the first three weeks of July, neighborhoods will be canvassed. A door notice will be given to any violations spotted. No citations will be given during the first three weeks, however, the officers will re-inspect the addresses that received door notices and write citations, if necessary. Their brochure outlines the seven top violations and will be mailed out in water bills during the month of July. Last year 11,115 brochures were distributed, 397 inspections performed, 348 violations were noted, followed by 15 citations. In addition, they conducted four food handler classes and trained a total of 94 students. Mr. Denniston said that the Division anticipates accomplishing far greater things this year.

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.

Diane Steele, 905 North 4th Street. Ms. Steele said she was glad to hear that the Council decided to acknowledge that our Charter allows for citizens to speak during citizens forum. She referred to the *Home Rules Cities Handbook for Mayors and Councilmembers*, page 56, where it states that all councilmembers need to know the risks expressly contained in Section 1983, Title 42, of the United States Code. The language in this section "makes all persons, councilmembers included, personally liable for damages if their acts result in depriving others of their civil rights, regardless of whether such acts were reasonable and made in good faith. Additionally, the U.S. Supreme Court has held that Section 1983 does not require proof that a defendant deliberately intended to deprive the plaintiff of his legal rights; the mere deprivation is itself a violation."

G. CONSENT ITEMS

1. Consideration and action on approval of minutes from the June 3, 2008 regular council meeting. **Jane Lees, City Secretary**

2. Consideration and action on approval of minutes from the June 17, 2008 regular council meeting. **Jane Lees, City Secretary**

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

H. PUBLIC HEARINGS/ACTION

1. Public hearing on Ordinance No. 2008-23, amending the 2007-08 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item H-1.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

I. ACTION ITEMS

1. Consideration and action on the appointment of a mayor pro tem to serve for a period of one (1) year and who shall act as mayor during the absence or disability of the mayor. **Jane Lees, City Secretary**

Council Member Clayton nominated Robert L. Reeves for the office of Mayor Pro tem. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action on appointment of members to the Planning and Zoning Commission to fill vacancies. **Carl Ford, City Planner**

Carl Ford, City Planner, gave an overview of agenda item I-2.

Council Member Peterson made a motion to appoint as follows:

Position 1	Danny K. Palmer	(to fill an unexpired term ending June 2009)
Position 3	Jason M. Ziegler	(to fill an unexpired term ending June 2010)
Position 6	Coley Howell	(July 1, 2008 to June 30, 2011)
Position 7	Rick Ott	(July 1, 2008 to June 30, 2011)

Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

3. Consideration and action on appointment of members and alternates to fill vacancies on the Board of Adjustment. **Carl Ford, City Planner**

Carl Ford, City Planner, gave an overview of agenda item I-3.

Council Member Heinze made a motion to appoint as follows:

Position 1	Phillip Lavalis	(July 1, 2008 to June 30, 2009)
Position 2	Robin Hopkins	(July 1, 2008 to June 30, 2011)
Position 4	L.O. "Bud" Owsley	(July 1, 2008 to June 30, 2011)
Alternate	James Morival	(July 1, 2008 to June 30, 2011)
Alternate	Frank D. Somera, Jr.	(July 1, 2008 to June 30, 2011)

Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

4. Consideration and action on approving Resolution No. 2008-23, authorizing the City Manager to enter into a tax-exempt lease agreement with Chase Equipment Leasing in the amount of \$314,003.34 for a term of four years on the equipment and three years on the software with an interest rate of 3.48 percent. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-4.

Council Member Peterson made a motion to approve agenda item I-4. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

RESOLUTION NO. 2008-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A TAX-EXEMPT LEASE AGREEMENT WITH CHASE EQUIPMENT LEASING IN THE AMOUNT OF \$314,003.34 FOR A TERM OF FOUR YEARS ON THE EQUIPMENT AND THREE YEARS ON THE SOFTWARE WITH AN INTEREST RATE OF 3.48 PERCENT.

5. Consideration and action to authorize the City Manager to enter into a lease purchase agreement for Golf Course equipment. **Mike Chandler, Golf Course General Manager**

Mike Chandler, Golf Course General Manager, gave an overview of agenda item I-5.

Council Member Peterson made a motion to approve agenda item I-5. Council Member Clayton seconded the motion, and with a unanimous vote, motion carried.

6. Consideration and action on Ordinance No. 2008-22, amending Personnel Policy No. 510 – Family and Medical Leave Act. **Kelli Sames, Human Resources Director**

Kelli Sames, Human Resources Director, gave an overview of agenda item I-6.

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

The Ordinance caption is as follows:

ORDINANCE NO. 2008-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING PERSONNEL POLICY NO 510 – FAMILY AND MEDICAL LEAVE ACT.

J. STAFF REPORTS

1. Municipal Update – Fiscal Year 2007-08. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave a municipal update on fiscal year 2007-08.

2. Capital improvements update. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an update on capital improvements. Ms. Gardner announced that a City Engineer has been hired and that the engineer will be presenting this report to the Council in the future.

K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.

L. ITEMS FOR FUTURE AGENDAS

Mayor Pro Tem Reeves said he would like to discuss all council committee appointments on the next agenda. Council Members Heinze, Clayton and Sheppard 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 City Attorney.

The Council adjourned to Executive Session at 8:21 p.m.

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

The Council reconvened the open meeting at 8:58 p.m. Mayor Pro Tem Reeves stated that there was no action to be taken on the discussion from Executive Session.

O. ADJOURNMENT

There being no further business, Mayor Pro Tem Reeves adjourned the meeting at 8:59 p.m.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
July 15, 2008 – 7:00 P.M.**

A. CALL TO ORDER

Mayor Pro Tem Robert L. Reeves 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 Sheppard gave the Invocation and led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

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

Council Member Goode announced that on Saturday, July 19, 2008, Music at the Gap will be sponsored by the Boys & Girls Club. Events start at 11:00 a.m. for children, with a 6:00 p.m. evening performance as well. He said this is a family event and it's free.

E. PUBLIC RECOGNITION

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

June 2008 Recipients: Stephen Clendenen, Fire Lieutenant, 5 years; Tiffany Oakes, Assistant Supervisor Municipal Court, 5 years; Steven Wright, Firefighter/Paramedic, 5 years; Rachel Brooks, Police Department Communications Operator, 5 years; James Stayton III, Firefighter/EMT, 10 years; James Bednar Jr., Fire Inspector/Lieutenant, 10 years; Joe Wooten, Wastewater Senior Lab Technician, 30 years.

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.

Linda Williams, 3011 Grimes Crossing Road. Ms. Williams stated that she and her husband, Rayford, leased land for oil and gas drilling before they became part of the City. She said that in previous meetings, the Council heard from citizens who do not want any additional drilling permits issued. She said she was there to tell the other side of the story. The very presence of the houses that have now surrounded their property has permanently altered their lifestyle. First there was the noise and dust of the construction of Big Divide Road and the subsequent traffic noise. Prior to all this activity they had lived a very quiet life. More noise, dust and trash became

part of their life when the houses began to be built. Now they have to watch carefully for trespassers and vehicles running through fences on their property. She said that they certainly understand lifestyle change. Regarding the noise and dangers of drilling, she said that the drilling companies must follow very strict safety regulations. During drilling near her home, she said that drilling noise and lights were not a problem even though the rig ran day and night. She said that it was a great learning experience for them and that the people who worked on the rigs answered all their questions. They are learning to live by the new rules and intend to be cooperative with the City and their neighbors. The drilling offers them the prospect for a return on their investment that cattle would not have given to them. She asked that the Council also consider the rights of the non-traditional citizens when considering issuing drilling permits.

Roger O'Dwyer, 1703 Highland Drive. Mr. O'Dwyer said that at the July 1, 2008 Council Meeting, the Mayor Pro Tem talked about Ordinance No. 2000-26, however he did not discuss that portion of the ordinance which talks about missing two consecutive regular meetings and that it disqualifies a person from sitting on the Council. He asked that the Council think about this. He said that another Council Member has quoted from the *Home Rule Cities Handbook for Mayors and Councilmembers*. He said that Chapter 9 discusses conflicts of interest. He stated that the conflict of interest rule applies to all public offices whether paid or unpaid. Mr. O'Dwyer stated that some people said that he gave orders every day to people in the City. He said that those who testified at his hearing stated that he never gave any orders. He told the Council to present people to him who believes he gave orders to City Staff, or stop making comments to the press.

William Thomas, 1110 Cummings Avenue. This Council has a duty to uphold the image of this City and the image of the Council as well. He said that he made a statement that a conflict of interest existed between Council Member Sheppard and Council Member Goode. He never challenged it; he said he was merely stating that there was a conflict. Mr. Thomas said that if the voters of the City say that this is O.K., then so be it. His only purpose was to make the voters aware that a conflict existed. Mr. Thomas stated that the Council seriously hurt the image of this City by removing the Mayor, although he feels that the motives for doing so were exceptional. He felt that the Council allowed people to challenge their fairness to the X-Mayor in a trial that never existed. It was only an item on the agenda that they should have studied and come to the meeting with a legitimate knowledge of the violations of the City Charter. Mr. Thomas said that the Council should pay attention to their image, language and logic, when it comes to telling the truth. He told them to not let an over-exuberance to protect an image change the focus of the Council's job. The Council are the guardians of the City and of its Charter, and if someone violates the Charter, act with due dispatch to correct that situation.

Ralph Roberts, 2983 Grimes Crossing Road. He said he wanted to commend the Copperas Cove Police Department. He said that last Saturday he laid his wife to rest and four officers escorted them to the Bell County Line. He said that he will be sending a personal letter of appreciation to Sgt. Ruiz and Officers Dudden, Ellis, and Terry.

G. CONSENT ITEMS

1. Consideration and action on authorizing the Mayor Pro Tem to represent the City of Copperas Cove's position regarding TxDOT Category 3 Funding with written correspondence to the Texas Transportation Commission. **Andrea M. Gardner, City Manager**

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

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on Ordinance No. 2008-23, amending the 2007-08 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item H-1.

Mayor Pro Tem Reeves opened the public hearing.

Speaking: Roger O'Dwyer, 1703 Highland Drive. He said that the original \$15,000 request from the Chamber was for overtime for the police. This has been amended to include other items. Mr. O'Dwyer said he did not like round numbers and would like to see things accounted for down to the penny. He said that events were supposed to make money for the Chamber and that the Golf Course should make money for the City. He suggested that policies should be changed to make things more profitable.

Mayor Pro Tem Reeves closed the public hearing.

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

2. Public hearing on the permit applications of Central Basin Oil Investments, Inc. and Halek Energy LLC for Atkinson #3CB through #8CB to drill for oil and gas within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**

James R. Thompson, City Attorney, gave an overview of agenda item H-2.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

3. Public hearing on the permit application of Central Basin Oil Investments, Inc. and Halek Energy LLC for re-entry drill on Williams #1 within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**

James R. Thompson, City Attorney, gave an overview of agenda item H-3.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: Nate Freeman, representing Central Basin Oil/Halek Energy of Ft. Worth, Texas. He clarified that the re-entry permit is for a drill depth of 1,998 ft.

Linda Williams, 3011 Grimes Crossing Road. Ms. Williams spoke earlier so that the Council could hear the other side of the story. She said that when both sides are known, everyone understands each other better.

William Thomas, 1110 Cummings Avenue. Mr. Thomas stated that drilling upsets a lot of people because they believe it is detrimental to the environment. He stated that drilling is a very temporary thing. Once it is finished, production begins. The potential revenue—jobs and consumers—must be considered, because it will benefit all of us. He said that these proposed wells do not represent a threat.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

4. Public hearing on the permit applications of Central Basin Oil Investments, Inc. and Halek Energy LLC for Moten #1CB through #13CB to drill for oil and gas within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**

James R. Thompson, City Attorney, gave an overview of agenda item H-4.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

I. ACTION ITEMS

1. Consideration and adoption of Resolution No. 2008-25 of the City of Copperas Cove, Texas approving an application for funding through the Texas Department of Agriculture Downtown Revitalization Program. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item I-1.

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

The Resolution caption is as follows:

RESOLUTION NO. 2008-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, TEXAS APPROVING AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE DOWNTOWN REVITALIZATION PROGRAM.

2. Consideration and action on Resolution No. 2008-27, authorizing the City Manager to execute a Standing Steering Committee Participation Agreement and payment of the initial membership fee. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item I-2.

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

The Resolution caption is as follows:

RESOLUTION NO. 2008-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A STANDING STEERING COMMITTEE PARTICIPATION AGREEMENT AND PAYMENT OF THE INITIAL MEMBERSHIP FEE.

3. Consideration and action on Resolution No. 2008-24, suspending the August 8, 2008 effective date of Oncor Electric Delivery Company requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with Oncor Cities Steering Committee to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals.
Andrea M. Gardner, City Manager

Andrea M. Gardner, City Manager, gave an overview of agenda item I-3. John Toone, Area Manager, Oncor Electric Deliver, was present to add to Ms. Gardner's presentation. He explained that Oncor was formed as part of deregulation in 2001 and rates were set at that time. The rates have been flat for seven years and there is a need to increase them at this time. They currently have the lowest delivery rates in the State of Texas. The increase requested will increase the average citizen's bill by a total of 2.7% or \$5.09 per month. They are recommending that cities deny the rate case because they want to appeal all those decisions in order to have the same rates in all 400 communities that they currently serve.

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

The Resolution caption is as follows:

RESOLUTION NO. 2008-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, SUSPENDING THE AUGUST 8, 2008 EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH ONCOR CITIES STEERING COMMITTEE TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATIONS AND APPEALS.

4. Consideration and action on authorizing the Mayor Pro Tem to execute an Interlocal Cooperation Agreement between the City of Copperas Cove and the County of Lampasas to provide health related services regarding on-site water/sewer treatment facilities. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item I-4. The Agreement should be changed to reflect only sewer and not water treatment facilities. In addition, the words "county health officer" should be stricken from the agreement.

Council Member Clayton made a motion to approve agenda item I-4 with the above-mentioned changes. Council Member Peterson seconded the motion, and with a unanimous vote, motion carried.

5. Consideration and action on authorizing the City Manager to solicit proposals (Request for Proposals) for full-time legal services. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, gave an overview of agenda item I-5.

Council Member Goode made a motion to approve agenda item I-5. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

6. Consideration and action on Resolution No. 2008-26, ordering a special election to be held on November 4, 2008 and, if necessary, a runoff election; establishing polling locations; naming the presiding judge and alternate for the runoff if necessary; and establishing procedures for said elections. **Jane Lees, City Secretary**

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

Council Member Sheppard made a motion to negate the March 25 action that was taken by the Council and restore Roger O'Dwyer to the position of Mayor that he was duly elected to. Council Member Goode seconded the motion. Mayor Pro Tem Reeves stated that this item was not posted on the agenda and could not be voted on at this time.

Mayor Pro Tem Reeves asked for a motion on item I-6. Council Member Peterson made a motion to approve agenda item I-6. Council Member Heinze seconded the motion. Discussion continued. Council Member Peterson called the previous question. Council Member Heinze seconded the motion. A roll call vote was taken with the following results:

Larry D. Sheppard	Against
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	For
Willie C. Goode	Against
Frank Seffrood	For

Motion carried 4-2.

A roll call vote was taken on the main motion with the addition of adding a date to hold a runoff election, if necessary, on December 20, 2008, as follows:

Larry D. Sheppard	Against
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	For
Willie C. Goode	Against

Frank Seffrood For

Motion passed 4-2.

The Resolution caption is as follows:

RESOLUTION NO. 2008-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2008 AND, IF NECESSARY, A RUNOFF ELECTION; ESTABLISHING POLLING LOCATIONS; NAMING THE PRESIDING JUDGE AND ALTERNATE FOR THE RUNOFF IF NECESSARY; AND ESTABLISHING PROCEDURES FOR SAID ELECTIONS.

7. Schedule a Public Hearing on City Manager's Proposed Budget for the 2008-2009 fiscal year for August 7, 2008. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-7.

Council Member Peterson made a motion to schedule the public hearing for August 7, 2008. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

J. STAFF REPORTS

1. Financial Report for the Month ended May 31, 2008. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, presented the Financial Report for the month ended May 31, 2008.

K. REPORTS OF ADVISORY COMMITTEES AND BOARDS – None.

L. ITEMS FOR FUTURE AGENDAS

Council Member Clayton stated that there would be an update at the next meeting on K-TUTS.

Council Member Clayton asked when the City would be revising the oil and gas ordinance. Ms. Gardner said that she would have an item in the August 5, 2008 agenda to rewrite the oil and gas ordinance for the City. Council Member Clayton asked if the City would be issuing any more permits prior to the writing of the new ordinance. Ms. Gardner said that would be a decision that the Council would have to make.

Mayor Pro Tem Reeves said he would like Council's concurrence again to look at the committee assignments. The Council gave unanimous consent.

M. EXECUTIVE SESSION – None.

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

O. ADJOURNMENT

There being no further business, Mayor Pro Tem Reeves adjourned the meeting at 8:55 p.m. p.m.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
August 7, 2008 – 7:00 P.M.**

A. CALL TO ORDER

Mayor Pro Tem Robert L. Reeves called the special meeting of the City Council of the City of Copperas Cove Texas to order at 7:22 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Goode gave the Invocation and led the Pledge of Allegiance.

C. ROLL CALL

Robert L. Reeves
Larry D. Sheppard
Mark E. Peterson
Charlotte Heinze
Ray Don Clayton
Willie C. Goode
Frank Seffrood

ALSO PRESENT

Andrea M. Gardner, City Manager
James R. Thompson, City Attorney
Stefanie Brown, Deputy City Secretary

D. PUBLIC HEARING

1. Public hearing on the proposed budget for Fiscal Year 2008-09. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services gave an overview of agenda item D-1. The proposed changes were summarized for the Council.

Mayor Pro Tem Reeves opened the public hearing.

Speaking for: None.

Speaking Against: None.

Mayor Pro Tem Reeves closed the public hearing.

E. ACTION ITEMS – None.

F. ADJOURNMENT

There being no further business, Mayor Pro Tem Reeves adjourned the meeting at 7:25 p.m.

ATTEST:

Robert L. Reeves, Mayor Pro Tem

Stefanie Brown, Deputy City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL SPECIAL MEETING MINUTES
August 8, 2008 – 5:30 P.M.**

A. CALL TO ORDER

Mayor Pro Tem Robert L. Reeves called the special meeting of the City Council of the City of Copperas Cove Texas to order at 5:42 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Heinze gave the Invocation and led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

Robert L. Reeves
Larry D. Sheppard
Mark E. Peterson
Charlotte Heinze
Ray Don Clayton
Willie C. Goode
Frank Seffrood (excused absence)

Andrea M. Gardner, City Manager
Jim Thompson, City Attorney
Stefanie Brown, Deputy City Secretary

D. PUBLIC HEARING – None.

E. ACTION ITEMS

1. Consideration and action to adopt the tax rate for fiscal year 2008-09 on the agenda of a future meeting. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services gave an overview of agenda item E-1.

Council Member Peterson made a motion to propose a tax rate of .74 cents per \$100 of taxable value and set a date to adopt a tax rate for the 2008-09 fiscal year to be held on September 16, 2008 at City Hall at 7:00 p.m. Council Member Clayton seconded the motion. A roll call vote was taken with the following results:

Larry D. Sheppard	For
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	For
Willie C. Goode	For

Motion passed unanimously.

2. Consideration and action on calling for Public Hearings on the proposed tax increase for the 2008-2009 fiscal year to be held on August 19, 2008 and September 2, 2008 at City Hall at 7:00 p.m. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services gave an overview of agenda item E-2.

Council Member Clayton made a motion to call for Public Hearings on the proposed tax increase for the 2008-2009 fiscal year to be held on August 19, 2008 and September 2, 2008 at City Hall at 7:00 p.m. Council Member Heinze seconded the motion, and with a unanimous vote, motion carried.

F. ADJOURNMENT

There being no further business, Mayor Pro Tem Bob Reeves adjourned the meeting at 5:47 p.m.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Stefanie Brown, Deputy City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
August 9, 2008 – 2:00 P.M.**

A. CALL TO ORDER

Mayor Pro Tem Robert L. Reeves called the regular meeting of the City Council of the City of Copperas Cove Texas to order at 2:00 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Clayton gave the Invocation and led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

Robert L. Reeves
Larry D. Sheppard
Mark E. Peterson
Charlotte Heinze
Ray Don Clayton
Willie C. Goode
Frank Seffrood

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

D. PUBLIC HEARING – None.

E. ACTION ITEMS

1. Consideration and action on authorizing the City Manager to enter into an agreement for professional services with Blackwell Environmental, LLC in an amount not to exceed \$8,500 for assisting the City with a new/revised Oil & Gas Ordinance and to obtain municipal legal assistance through Denton, Navarro, Rocha & Bernal in an amount not to exceed \$8,000 and oil & gas legal assistance through Hays & Owens in an amount not to exceed \$7,000. **Andrea M. Gardner, City Manager**

Council Member Clayton stated that he must recuse himself from Items E-1, E-2, E-3, and E-4 and that the appropriate paperwork was filed with the City Secretary.

Andrea M. Gardner gave an overview of agenda item I-1.

Council Member Heinze made a motion to approve agenda item I-1. Council Member Peterson seconded the motion. Motion carried four to one as follows:

Larry D. Sheppard	Against
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	Recused
Willie C. Goode	For
Frank Seffrood	For

2. Consideration and action on authorizing the Mayor Pro-Tem to issue drilling permits on the applications of Central Basin Oil Investments, Inc. and Halek Energy LLC for Atkinson #3CB through #8CB to drill for oil and gas within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**

James R. Thompson gave an overview of agenda item I-2.

Council Member Peterson made a motion to approve agenda item I-2. Council Member Heinze seconded the motion. Motion carried unanimously as follows:

Larry D. Sheppard	For
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	Recused
Willie C. Goode	For
Frank Seffrood	For

3. Consideration and action on authorizing the Mayor Pro-Tem to issue a drilling permit on the application of Central Basin Oil Investments, Inc. and Halek Energy LLC for re-entry drill on Williams #1 within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**

James R. Thompson, City Attorney gave an overview of agenda item I-3.

Council Member Seffrood made a motion to approve agenda item I-3. Council Member Heinze seconded the motion. Motion carried unanimously as follows:

Larry D. Sheppard	For
Mark E. Peterson	For
Charlotte Heinze	For
Ray Don Clayton	Recused
Willie C. Goode	For
Frank Seffrood	For

4. Consideration and action on authorizing the Mayor Pro-Tem to issue drilling permits on the applications of Central Basin Oil Investments, Inc. and Halek Energy LLC for Moten #1CB through Moten #13CB to drill for oil and gas within the corporate limits of the City of Copperas Cove. **James R. Thompson, City Attorney**

James R. Thompson, City Attorney gave an overview of agenda item I-4. Nate Freeman of Halek Energy/Central Basin Oil spoke during the discussion and entered a map into the record which is made part of these minutes and marked "Exhibit A."

Mayor Pro Tem Reeves asked the Council if there was any further discussion or questions. He stated that hearing no further discussion, a motion and a second had been made and asked that all in favor signify by saying "aye". He asked for all opposed to signify by the same sign. The results of the vote carried unanimously as follows:

Larry D. Sheppard	For
Mark E. Peterson	For

Charlotte Heinze	For
Ray Don Clayton	Recused
Willie C. Goode	For
Frank Seffrood	For

F. ADJOURNMENT

There being no further business, Mayor Pro Tem Bob Reeves adjourned the meeting at 2:47 p.m.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

Boys & Girls Club of Copperas Cove

INVOICE

The Positive Place for Kids

1216 Phil Avenue
Copperas Cove, TX 76522
254-547-5578

DATE: July 30, 2008
INVOICE # MAG073008
FOR: *Music at the Gap*

Bill To:

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

DESCRIPTION	AMOUNT
Music at the Gap June 21, 2008 Performer (Jimmy LaFave) fee	\$1,800.00
Music at the Gap June 21, 2008 Performers (Fyre Flys - George Macias) fee	\$500.00
Music at the Gap advertising - Invoice 404 - Leader-Press	\$66.00
Music World - Sound & Lights (Trey Hooten)	350.00
Banners - The Lampasas Sign Company	468.00
Posters - Cove Printing Signs & Designs	198.00
Music at the Gap July 19, 2008 Performers Fees - Trout Fishing In America (2 shows)	3,250.00
Music at the Gap advertising - Invoice 621 - Leader Press	572.00
TOTAL	\$ 7,204.00

Please make checks payable to the Boys & Girls Club of Coryell County

THANK YOU FOR SUPPORTING THE YOUTH OF COPPERAS COVE!

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.
THE POSITIVE PLACE FOR KIDS
304 W. AVE B
KILLEEN, TX 76541
(254) 699-5808

UNION STATE BANK SINCE 1928
P.O. BOX 790, KILLEEN, TX 76540-0790
FLORENCE, KILLEEN, GEORGETOWN
LIBERTY HILL, ROUND ROCK
88-1056-1149

PAY TO THE ORDER OF JIMMY LAFAVE

\$ **1,800.00

One Thousand Eight Hundred and 00/100 *****

DOLLARS

JIMMY LAFAVE

Wallace Vernon

MEMO PERFORMANCE -MAG 06/21/2008

⑈001703⑈ ⑆14910565⑆

⑈27027120⑈

MP

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.
JIMMY LAFAVE

FUND RAISING:Supplies

PERFORMANCE -MAG 06/21/2008

6/17/2008

1,800.00

UNION STATE BANK PERFORMANCE -MAG 06/21/2008

1,800.00

1703

1703

9897107-05

Date Sent: 1/9/2008 Date Returned _____ Deposit Req. Yes No
Amount \$2000CK # 11108

Jimmy LaFave Artist Contract

COPY

This agreement made **Wednesday, January 10** shall henceforth be considered legal and binding contract between **Jimmy LaFave** (hereinafter referred to as "Artist") and **Jon Charles** (hereinafter referred to as "Purchaser").

It is mutually agreed between the parties as follows: Jimmy LaFave agrees to perform the engagement herein after provided, upon all the terms and conditions herein set forth, including those hereof entitled "**Additional Terms and Conditions**"

NAME AND PLACE OF ENGAGEMENT: "**Music at the Gap,**" **Ogletree Gap Pavillion, 1878 Post Office Rd (Hwy 190 West), Copperas Cove, TX**

2) DATE (s) OF EMPLOYMENT: **6/21/08** Day of Week: **Saturday**

3) HOURS OF EMPLOYMENT: **7:15pm**

4) LOAD IN: **3:30** SOUND CHECK: **4:00pm** DOORS: **5:00 (VIP reception)**
PRODUCTION AND ADVANCE: **Jon Charles**

5) TYPE OF ENGAGEMENT: **Fundraiser for Boys and Girls Club**

6) COMPENSATION AGREED UPON: **\$2,000** DEPOSIT: **\$200**

7) PURCHASER WILL MAKE PAYMENT AS FOLLOWS: **Cash or check payable to Jimmy LaFave, Day of show**

8) TICKET PRICE: **N/A**
ROOM CAPACITY: **N/A**

9) ADDITIONAL TERMS: **N/A**

10) MERCHANDISE: **Music at the Gap will pay \$10 for every CD signed and donated**

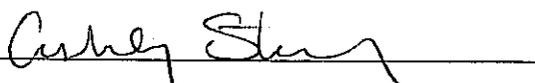
CONTRACT MUST BE RETURNED TO CONFIRM ABOVE DATE BY 1/15/07

Both PURCHASER and ARTIST acknowledge that they have read and approved the terms and conditions set forth in this agreement.

ACCEPTED BY PURCHASER

X 
Jon Charles; Boys & Girls Club
304 W. Ave. B
Killeen, TX 76541
512-525-9037

JIMMY LAFAVE/BOOKING

X 
Jimmy LaFave/Signature of Agent
P.O. Box 2500
Austin, TX 78768
AshleyS2@aol.com
832-465-2817

ADDITIONAL TERMS AND CONDITIONS

1. In all headline situations, ARTIST shall receive 100% headline billing. When not headlining, ARTIST shall always receive guest star billing.
2. The ARTIST shall have the sole and exclusive control over the production, presentation and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right, as ARTIST may see fit, to designate and change at any time the performing personnel.
3. No performance during the engagement shall be recorded, reproduced or transmitted from the place of the performance, in any manner or by any means whatsoever, in the absence of a specific written agreement between PURCHASER and ARTIST relating to and permitting such recording, reproduction or transmission.
4. In all advertising, ARTIST shall be billed as Jimmy LaFave
5. PURCHASER shall be held liable for any injury or damages to ARTIST or ARTIST's property while on the premises of said place of engagement, unless such injury or damage is caused by ARTIST or ARTIST's organization.
6. In all headline situations, other acts on the bill must be approved by ARTIST prior to confirmation of supporting act. If approved, the opening act will perform a maximum of 30 minutes, including encore.
7. ARTIST shall have the right, but not the obligation, to sell souvenir items in connection with and at the performance hereunder and the receipts hereof shall belong exclusively to ARTIST. PURCHASER hereby agrees not to use ARTIST's name or likeness in connection with any souvenir merchandise without the express consent of ARTIST.
8. PURCHASER will provide a clean, private dressing/warm-up room that is readily accessible to the stage, yet far enough from the audience to allow for tuning and vocalizing prior to the performance. Dressing room shall be locked or guarded when ARTIST is on stage. Room should have mirrors and, if possible, running water. If a formal dressing room is not available, ARTIST requests that a small, private space be set aside that will be clear of all other persons.
9. PURCHASER shall provide, in the dressing room, for the exclusive use of the ARTIST'S personnel:
 - Two bottles of cranberry juice
 - Sparkling mineral water
 - Twelve bottles of water
 - One six-pack of beer
 - Ice and cups or glasses

- One tray of assorted fruits and cheeses (or veggie snacks)
- Assorted chips, snacks, candy

PURCHASER will provide bottled water and several small towels on stage.

10. If applicable, PURCHASER agrees to provide ground transportation to and from the nearest airport for ARTISTS.

11. ARTIST'S representative will provide a stage plot, number of band members, and equipment needs a minimum of one week prior to the performance.

12. To set up interviews with the media, contact Ashley Stanberry at AshleyS2@aol.com or 832-465-2817.

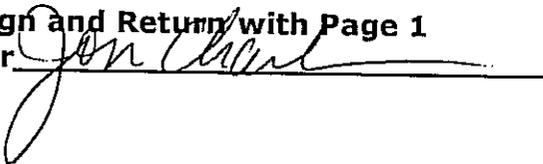
13. Lodging (where applicable): When ARTIST is performing solo, one non-smoking motel room is required. When appearing with band, ARTIST requires three safe, clean, comfortable rooms.

14. Should PURCHASER, prior to the date of this Agreement, breach any of the terms or provisions of this contract, he shall pay the ARTIST's in addition to damages, 10% hereon plus a reasonable attorney's fee.

If there are any questions or changes to this rider, please contact Jimmy LaFave's Music Agent: Ashley Stanberry.

Please Sign and Return with Page 1

Purchaser



Page 3 of 3



Ms Ashley Stanberry
5918 Valley Forge Dr Apt 29101
Houston, TX 77057

1701

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

THE POSITIVE PLACE FOR KIDS!

304 W. AVE. B
KILLEEN, TX 76541
(254) 699-5808

UNION STATE BANK SINCE 1928
P.O. BOX 790 KILLEEN, TX 76540-0790
FLORENCE-KILLEEN-GEORGETOWN
LIBERTY HILL-ROUND ROCK
86-1056-1149

PAY TO THE ORDER OF GEORGE MACHIAS

\$ **500.00

Five Hundred and 00/100*****

DOLLARS

GEORGE MACHIAS

Wallace Vernon

MEMO FIRE FLYS -MAG 06/12/2008

⑆001701⑆ ⑆114910565⑆

⑆27027120⑆

MP

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

GEORGE MACHIAS

FUND RAISING:Supplies

6/17/2008

FIRE FLYS -MAG 06/12/2008

500.00

1701

UNION STATE BANK FIRE FLYS -MAG 06/12/2008

500.00

FYRE FLYS

Artist Services Agreement

THIS AGREEMENT made on May 28, 2008 between FYRE FLYS (herein referred to as the ARTIST) and the Boys & Girls Clubs of Copperas Cove, an affiliated entity of the Boys & Girls Clubs of Central Texas (herein referred to as the PURCHASER) is understood and mutually agreed that the Purchaser engages the Artist to perform the following engagement upon all the terms and conditions hereinafter set forth:

1. PLACE OF ENGAGEMENT: **Music at the Gap**

- a. Venue Address: 1878 Post Office Road, Copperas Cove, TX
- b. Name: Francie Charles
- c. Company: Boys & Girls Clubs of Copperas Cove
- d. Address: Club Address: 1306 S FM 116 – Copperas Cove
Business Address: 304 W Avenue B, Killeen
- e. Office Phone: 254.699.5808
- f. Office FAX: 254.699.5692
- g. Cell Phone: 254.371.4550
- h. Email: fcharles@cbgclub.org

2. DATE(S) OF ENGAGEMENT: Saturday, June 21, 2008

3. SHOW SCHEDULE:

- # of Shows: 1 (Opening Act for Jimmy LaFave)
- No. of Sets: 1
- Set Length: 45 minutes
- Sound Check: 4:00 PM – Ogletree Gap Park
- Doors Open: 5:30 PM

4. ARTIST'S FEE: \$500 flat fee – payable to George Machias

Artist fee shall be paid in full prior to show time.

- Tickets: Free
- Capacity: 250

5. TRAVEL AND ACCOMODATIONS: Request 2 Hotel Rooms

6. SUPPORT TALENT: None

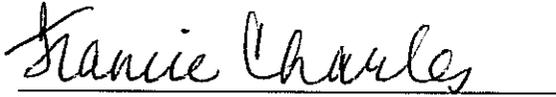
7. SOUND & LIGHTS: To be provided by Purchaser

Artist shall retain all income from sale of Fyre Flys Merchandise. Purchaser shall provide adequate space, lighting and tables for sale of such Merchandise.

FORCE MAJEURE: If either party is prevented from performing the obligations created because of illness, Act of God (defined as fire, flood, accident, riot, order of any authority or any other calamity), or if by reason of strikes, lockouts, or any causes beyond the control of either of the parties, neither party shall be liable for the balance of the contract.

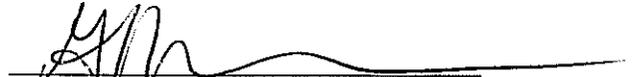
IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

PURCHASER:



Francie Charles
Boys & Girls Clubs of Central Texas

ARTIST:



George Machias
Fyre Flys

Copperas Cove Leader

115 W. Avenue D
PO BOX 370
Copperas Cove, TX 76522

Invoice

Date	Invoice #
5/31/08	404

Bill To
BOYS & GIRLS CLUBS OF CENTRAL TEXAS 304 W. AVE. B KILLEEN, TX 76541

P.O. No.	Terms	ACCOUNT NO.
	due 10th of t...	162

Publication	Description	Column Inches	Rate	Amount
5/20/08	Display ad, Music at the Gap	12	5.50	66.00

RECEIVED JUN 10 2008

Total	\$66.00
Payments/Credits	\$0.00
Balance Due	\$66.00

Phone #	Fax #
254 547-4207	254 542-3299

1702

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

THE POSITIVE PLACE FOR KIDS!
304 W. AVE B
KILLEEN, TX 76541
(254) 699-5808

UNION STATE BANK SINCE 1928
P.O. BOX 790 KILLEEN, TX 76540-0790
FLORENCE-KILLEEN-GEORGETOWN
LIBERTY HILL-ROUND ROCK
88-1056-1149

PAY TO THE ORDER OF **MUSIC WORLD**

\$ ****350.00**

Three Hundred Fifty and 00/100 ***** DOLLARS

MUSIC WORLD

Wallace Vernon

MEMO SOUND & LIGHTS -MAG 06/21/2008

⑆001702⑆ ⑆114910565⑆

⑆27027120⑆

MP

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

MUSIC WORLD
FUND RAISING:Supplies

6/17/2008

SOUND & LIGHTS -MAG 06/21/2008

350.00

1702

UNION STATE BANK SOUND & LIGHTS -MAG 06/21/2008

350.00

08097107-05

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

THE POSITIVE PLACE FOR KIDS!
304 W AVE B
KILLEEN, TX 76541
(254) 699-5808

UNION STATE BANK SINCE 1928
P.O. BOX 790 KILLEEN, TX 76540-0790
FLORENCE-KILLEEN-GEORGETOWN
LIBERTY HILL-ROUND ROCK
88-1056-1149

PAY TO THE ORDER OF THE LAMPASAS SIGN COMPANY

\$ **468.00

Four Hundred Sixty-Eight and 00/100*****

THE LAMPASAS SIGN COMPANY
508 S KEY AVE
LAMPASAS TX 76550

MEMO INVOICE#1211

Wilrose Varner

⑈001794⑈ ⑆114910555⑆

⑈27027120⑈

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

THE LAMPASAS SIGN COMPANY
FUND RAISING:Supplies

BANNERS MUSIC AT THE GAP

6/30/2008

468.00

UNION STATE BANK INVOICE#1211

468.00

1794

DOLLARS

1794

08971107-03

1579

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

THE POSITIVE PLACE FOR KIDS!
304 W AVE B
KILLEEN, TX 76541
(254) 699-5808

UNION STATE BANK SINCE 1928
P.O. BOX 790 KILLEEN, TX 76540-0790
FLORENCE-KILLEEN-GEORGETOWN
LIBERTY HILL-ROUND ROCK
88-1056-1149

6/2/2008

PAY TO THE ORDER OF COVE PRINTING SIGNS & DESIGNS

\$**198.00

One Hundred Ninety-Eight and 00/100***** DOLLARS

COVE PRINTING SIGNS & DESIGNS
306 N 1ST ST
KILLEEN TX 76541

Wallace Vernon

MEMO INVOICE #53378

⑈001579⑈ ⑆14910565⑆ ⑈27027120⑈

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

COVE PRINTING SIGNS & DESIGNS
FUND RAISING:Supplies

6/2/2008

300 POSTERS MUSIC AT THE GAP

1579

198.00

UNION STATE BANK INVOICE #53378

198.00

Cove Printing Signs & Designs

Invoice

306 N. 1st St.
Copperas Cove, TX 76522

Date	Invoice #
5/30/2008	53378

Bill To
Boys & Girls Club of Central Texas 304 W. Ave B Killeen, Texas 76541

Ship To
Boys & Girls Club of Central Texas 304 W. Ave B Killeen, Texas 76541

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
	Due on receipt	VP	5/30/2008			

Quantity	Item Code	Description	Price Each	Amount
300	Posters	11 x 17, Full Color-Posters-Music at the Gap, 100 per night	0.66	198.00

It's been a pleasure working with you!			Total	\$198.00
--	--	--	--------------	----------

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.

UNION STATE BANK
FUND RAISING:Supplies

7/16/2008

MAG-TROUT FISHING INC

1910

3,250.00

PAYMENT PREPARED

UNION STATE BANK MAG-TROUT FISHING INC

3,250.00

 DELTA BUSINESS FORMS 1-800-328-0304 www.deltaxforms.com



Check Request Form

Note: Please allow time to process and deliver.

Date	7-15-08	Branch Location	COVE
Amount Requested	3,250. ⁰⁰	Requested By	J. Char
Description of Need	TROUT Fishing INC - CASHIER CHECK MUSIC AT GAP		
Expense Account		Approved By CPO or DCPO	
Signature			
Amount Approved	3,250. ⁰⁰	Received By	
Signature	J. Char		
Check Payable To:	Union State Bank		

MUZIK MANAGEMENT/PRODUCTIONS

25904 Freedom Rd. Chester, AR 72934-9119 479-369-2221

TROUT FISHING IN AMERICA - ENTERTAINMENT CONTRACT

Whenever the Term "The Local Union" is Used in This Contract, It Shall Mean The Local Union Of The Federation With Jurisdiction Over The Territory In Which The Engagement Covered By This Contract Is To Be Performed.

THIS AGREEMENT, made this 8th day of February, 2008, shall henceforth be considered a legal and binding contract between **TROUT FISHING IN AMERICA**, the performers (hereinafter known as the Artist), and **BOYS & GIRLS CLUB OF CENTRAL TEXAS** the purchaser of entertainment (hereinafter known as the Purchaser).

WITNESSETH, that the Artist and the consideration hereinafter mentioned, covenants and agrees with the Purchaser to provide entertainment. For tax purposes under this agreement, it is understood that the Artist's leader, the person receiving the compensation from the contract, shall be viewed as an independent contractor, and is responsible for any and all taxes, unemployment insurance and other obligations normally associated with independent contractors.

For the purposes of this contract, Muzik Management/Productions acts only as a booking agent and takes no responsibility for any action or actions by EITHER the Artist or the Purchaser and only warrants that they, the Artist and the Purchaser, have entered into an agreement either verbal or in writing for this engagement.

- 1. Name and Address of Place of Engagement: **OGLETREE GAP PAVILION**
1878 Post Office Road Copperas Cove TX
- 2. Date(s) of Performance: **July 19, 2008 (Saturday)**
- 3. Hours of Performance: **Afternoon show TBA (one 60-minute set)** Load-in/sound check: **TBA**
VIP Meet & Greet 5:00pm / Evening Concert 7:15pm (two 45-minute sets)
- 4. Type of Engagement: **Afternoon Kids Show & Evening Concert** Ticket Price: **FREE**
- 5. Compensation Agreed Upon: **\$3250 flat guarantee**
- 6. Purchaser Will Make Payments as Follows: **Cash or certified funds to TROUT FISHING, INC. upon completion of performance. Contracts due IMMEDIATELY, but no later than April 19, 2008.**

7. Additional Provisions:
Any attached riders, as well as clauses 8 through 18 on page 2 of this contract, are herein made a part of this contract.

Purchaser will provide, at no cost to Artist, adequate sound and lighting as per attached technical rider, plus a qualified sound engineer during sound check & performance. Additionally, Purchaser will provide one or two experienced stage hands for load-in and load-out.

Purchaser will provide, at no cost to Artist, a hot meal for two (2) persons and two (2) single hotel rooms, non-smoking.

IN WITNESS WHEREOF, the Purchaser and agent accepting on behalf of the Artist have hereunto set their hands, the day and year first written above.

ACCEPTED BY PURCHASER
BOYS & GIRLS CLUB OF CENTRAL TEXAS
Francie Charles
Signature of Representative

304 W. Avenue B
Killeen TX 76541

Contact: Francie Charles 254-699-5808

DICK RENKO
for TROUT FISHING IN AMERICA
[Signature]
Signature

c/o Muzik Management/Prod.
25904 Freedom Rd.
Chester, AR 72934-9119
Phone: 479-369-2221
Fax: 479-369-4118
drenko@muzikmgt.com

EIN #71-0720217 (Trout Fishing, Inc.)

8. Purchaser will keep opening act performance time between 35 and 45 minutes maximum including encore. All opening acts must be approved in writing by an authorized TFIA representative. No opening act with drums and/or electric guitars will be approved.
9. Purchaser represents that any and all sponsorship, co-promotions, tie-ins, affiliations, endorsements, and/or any form of association between the Artist and any third party (whether or not commercial) have been disclosed in writing on or before the date that this agreement was signed by the Artist. The failure by the Purchaser to disclose any such third party affiliation shall be deemed a material breach of this agreement.
10. Purchaser agrees that any sponsorship, co-promotion, tie-in, affiliation, endorsement, and/or any form of association between the Artist and any third party shall be consented to in writing signed by the Artist and Purchaser.
11. No performance of the engagement shall be recorded, reproduced or transmitted from the place of performance in any manner or by any means whatsoever, in the absence of a specific written agreement with the Federation relating to and permitting such recording, reproduction or transmission.
12. It is expressly understood by the Purchaser and the musicians(s) who are parties to this contract that neither the Federation nor the Local Union are parties to this contract in any capacity except as expressly provided in 9 above, and therefore that neither the Federation nor the Local Union shall be liable for the performance or breach of any provision hereof.
13. A representative of the Local Union, or the Federation, shall have access to the place of engagement covered by this contract for purposes of communicating with the musician(s) performing the engagement and the Purchaser.
14. The agreement of the musicians to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate conditions beyond their control.
15. This agreement may be terminated by Artist or the Purchaser at any time upon sixty (60) days written notice.
16. In case of default by Purchaser, liquidated damages of the Artist will be the amount stated in line 5 plus reasonable attorney fees and court costs.
17. Any attached riders are an integral part of this contract.

18. Any alterations made to this contract without written consent from Artist or their representative, warrant said contract null and void.

Purchaser should be aware that preshow time is very precious to Trout Fishing in America. Much of the day has already been spent driving to your venue (6 hours drive time is the average gig driving day). After completing the sound check, the band looks forward to a few hours in their hotel rooms to rest and prepare for the show. Please facilitate their comfort by having the stage prepared with mics up when they arrive. Arrival time will be set with purchaser or club production contact when the manager advances the date. If everyone is timely, a great show is insured.

Thank you for your cooperation

TROUT FISHING IN AMERICA - CONTRACT RIDER

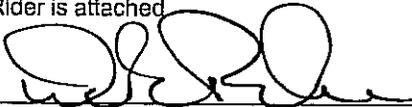
ADDITIONAL TERMS AND CONDITIONS

1. Minimum stage size or staging area shall be ten feet deep by sixteen feet wide by 16 inches high (10' x 16' x 16"). Minimum overhead clearance should be nine (9'). Preferred stage size is 12' x 24'. Band set-up crew shall have access to the stage area at least four (4) hours prior to contracted showtime.
2. Electrical power connections on the stage or in the immediate staging area shall consist of at least two separate 20-amp 110-volt circuits for stage sound gear and musical instruments.
3. Purchaser shall be liable for any damage to band equipment on the premises caused by actions of the Purchaser, his employees, customers, patrons, or guests.
4. At all events that are open to the general public, Purchaser agrees to provide a suitable location and two sellers to vend t-shirts, CDs, cassettes, and other band merchandise, with no royalty or fee due Purchaser from such transactions.
5. At least three weeks in advance of date, Purchaser must provide detailed directions and/or maps to the venue location as well as to the hotel, if applicable.
6. If Purchaser is providing hotel accommodations, the ROOMS CHARGES MUST BE PAID IN ADVANCE of band's arrival. Hotel name, address, phone number and confirmation numbers should be provided at least two weeks in advance of date.
7. Band shall be provided at their request with a private secure dressing room area during the performance.
8. Band and band employees shall be furnished complimentary drinks and food of any type being served at the event by the Purchaser. Fruit juice and bottled water shall be provided by Purchaser during set-up and prior to performance.
9. If an admission charge to the event is being collected, band reserves the right to admit guests at no charge, up to a number equivalent to three guests per band member or band employee. Any guest tickets not reserved within four hours of the performance time may be released for public sale.
10. If performance is an outside engagement and inclement weather interferes, Group will receive the contracted guarantee unless otherwise specified. A covered stage is required for outdoor performances.
11. ~~This contract is subject to cancellation by the band in the event of conflict of schedule caused by appearance of the band on national television or overseas touring or for filming motion pictures.~~
12. Band reserves the right to provide and/or select any recorded music played at the event during breaks between the band's shows or immediately preceding the first show.
13. If performance is a children's show, children should not be seated on stage or within six feet of monitor line.

The foregoing additional terms and conditions of this Rider and attached production and technical Rider are approved and agreed to, and are deemed incorporated in the Contract to which this Rider is attached

ACCEPTED BY PURCHASER

Date



DICK RENKO
for TROUT FISHING IN AMERICA

TECHNICAL RIDER - DUO

STAGE PLOT on reverse

THE FOLLOWING EQUIPMENT MUST BE PROVIDED BY PURCHASER:

SOUND SYSTEM REQUIREMENTS

- Engineer:** 1 qualified sound engineer during sound check and performance
- Microphones:** 2 boom stands, 2 Shure SM58 (or better) mics for vocals
- Mixing Board:** Must be professional quality with 3 or 4 band EQ per channel. See Stage plot for line assignments.
- Outboard Equalization:** 30-33 band (one-third octave) equalization required for mains and monitors.
- Reverb:** Professional quality outboard. No onboard reverb.
- Main Speakers:** Minimum two-way sufficient to provide even coverage to the entire performance area at adequate sound pressure levels.
- Main Amplifiers:** Matched to speaker system with adequate power to meet program and peak requirements.
- Monitors:** 2 professional quality floor monitors with 2 separate monitor mixes. Monitor mix from house console is acceptable provided the mix and EQ are independent from the house.
-
- Power:** AC power required as per stage plot.
- Lighting:** Adequate lighting to illuminate artists.

BACKLINE REQUIREMENTS

- Bass Amp:** Crate BX220-1 or BX220-2, Gallien Krueger, Hartke, SWR, Trace Elliott or equivalent
- Direct Boxes:** 2 (two) professional quality DI boxes

Fruit juice and bottled water should be available at no charge during set-up and performance.

If you have any questions, contact: *Dick Renko* 479-369-2221
drenko@muzikmgt.com

Purchaser's Initials _____

BOYS & GIRLS CLUBS OF CENTRAL TEXAS, INC.
COPPERAS COVE LEADER

ADMINISTRATIVE EXPENSES:Advertisi MUSIC AT THE GAP

7/9/2008

1848

752.00

PAID FOR DEPOSIT

UNION STATE BANK INVOICE #621

752.00

 DELUXE BUSINESS FORMS 1-800-328-9304 www.deluxeforms.com



Copperas Cove Leader

15 W. Avenue D
 PO BOX 370
 Copperas Cove, TX 76522

Invoice

Date	Invoice #
6/30/08	621

Bill To
BOYS & GIRLS CLUBS OF CENTRAL TEXAS 304 W. AVE. B KILLEEN, TX 76541

P.O. No.	Terms	ACCOUNT NO.
	due 10th of t...	162

Publication	Description	Column Inches	Rate	Amount
6/10/08	Display ad-Music at the Gap	13	6.00	78.00
6/10/08	Publication of the ad in color	13	2.00	26.00
6/13/08	Display ad Music at the Gap	13	4.00	52.00
6/13/08	Publication of the ad in color	13	2.00	26.00
6/13/08	COMBO AD, Harker Heights	13	4.00	52.00
6/13/08	COMBO AD, Belton Journal	13	4.00	52.00
6/17/08	Display ad, Music at the Gap	13	6.00	78.00
6/17/08	Publication of the ad in color	13	2.00	26.00
6/20/08	Display ad, Music at the Gap	13	4.00	52.00
6/20/08	Publication of the ad in color	13	2.00	26.00
6/20/08	COMBO AD, Music at the Gap, Harker Heights	13	4.00	52.00
6/20/08	COMBO AD, Music at the Gap, Belton	13	4.00	52.00

Total	\$572.00
Payments/Credits	\$0.00
Balance Due	\$572.00

Phone #	Fax #
254 547-4207	254 542-3299

City of Copperas Cove

City Council Agenda Item Report

August 19, 2008

Agenda Item No. G-7

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

SUBJECT: Consideration and action on authorizing the release of funds in the amount of \$7,204 from the Hotel Occupancy Tax Fund to the Boys and Girls Club of Copperas Cove.

1. BACKGROUND/HISTORY

During the FY 2007-08 budget process, the Boys and Girls Club of Copperas Cove submitted a funding request in the amount of \$13,000 to cover expenditures associated with “Music at the Gap”. On September 4, 2007 the FY 2007-08 Budget was adopted by City Council.

2. FINDINGS/CURRENT ACTIVITY

It was agreed during the budget process that upon presentation of an invoice, receipts and proof of payment, the Boys and Girls Club of Copperas Cove could seek reimbursement from the City of Copperas Cove’s Hotel Occupancy Tax Fund for expenditures incurred as a result of “Music at the Gap”.

On February 5, 2008, the City of Copperas Cove released the first \$200 to cover the deposit for the performer at the June 21, 2008 “Music at the Gap” event.

On June 3, 2008, the City of Copperas Cove released \$2,850 for the May 22, 2008 performer’s fee, the Graphic Artist’s fee, and the advertising for all Music at the Gap events.

At this time, the City of Copperas Cove is presented with an invoice for \$7,204 with receipts and proof of payments to cover the June 21, 2008 and July 19, 2008 performers fees, sound and lights, banners, posters, and advertising for all Music at the Gap events.

3. FINANCIAL IMPACT

At this time, the City has a request for \$7,204 of the \$13,000 budget approved in the FY 2007-08 Hotel Occupancy Tax Fund budget to reimburse expenditures incurred for “Music at the Gap”.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that City Council authorize the release of funds in the amount of \$7,204 from the Hotel Occupancy Tax Fund to the Boys and Girls Club of Copperas Cove.

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. G-8

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

SUBJECT: Consideration and action on authorizing the release of funds in the amount of \$42,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending June 30, 2008 and the additional funds requested to cover the reimbursement of costs associated with the Rabbit Fest.

1. BACKGROUND/HISTORY

On November 9, 2006, the City Council approved the Publicity and Tourism Agreement between the City of Copperas Cove and the Copperas Cove Chamber of Commerce. The said agreement requires payments to be made in quarterly installments at the end of each fiscal quarter. An amendment was approved by City Council on February 19, 2008 to increase the amount of the agreement based on the adopted 2007-08 annual budget.

In addition, the Chamber of Commerce requested that the annual budget for the Chamber of Commerce be increased by \$15,000 to cover the reimbursement of costs associated with the Rabbit Fest. This budget request was approved in the budget amendment on July 15, 2008 by City Council.

2. FINDINGS/CURRENT ACTIVITY

On August 5, 2008 the Chamber of Commerce complied with the Publicity and Tourism Agreement with the presentation of a quarterly tourism financial report accompanied by performance measurement reporting. To date contract requirements have been met.

3. FINANCIAL IMPACT

Total expenditures of \$125,000 including the \$15,000 budget amendment has been approved in FY 2007-08 Budget through the Hotel Occupancy Tax Fund to satisfy the quarterly installments in the amount of \$27,500 and the \$15,000 reimbursement of costs associated with the Rabbit Fest. The total amount requested is \$42,500.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that City Council authorize the release of funds in the amount of \$42,500 from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce.

ORDINANCE NO. 2008-25

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2007, AND ENDING ON SEPTEMBER 30, 2008; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Copperas Cove for the fiscal year October 1, 2007 to September 30, 2008; and

WHEREAS, said budget amendments have been submitted to the City Council by the City Manager in accordance with the City Charter; and

WHEREAS, public notices of public hearings upon this budget have been duly and legally made as required by City Charter and law.

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

SECTION I.

That the City Council of the City of Copperas Cove ratify, approve and adopt the amendments to the budget considered for the fiscal year of October 1, 2007 to September 30, 2008, as identified in "Attachment A" of this ordinance.

SECTION II.

That all ordinances for which provision has heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

SECTION III.

That should any part, portion, or section of this ordinance be declared invalid or inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way affect the remaining portions, parts, or sections or parts of section of this ordinance, which provisions shall be, remain and continue to be in full force and effect.

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 19th day of August 2008, at a regular called 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.

Robert Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney

CITY OF COPPERAS COVE, TEXAS
FISCAL YEAR 2007-08 BUDGET
GENERAL FUND
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2006-07	Budget * FY 2007-08	Proposed Amendment	Amended Budget FY 2007-08
BEGINNING FUND BALANCE:				
Unreserved, Undesignated	\$ 1,000,000	\$ 2,384,115	\$ -	\$ 2,384,115
Unreserved, Designated	2,206,650	1,000,000		\$ 1,000,000
TOTAL BEGINNING FUND BALANCE	\$ 3,206,650	\$ 3,384,115	\$ -	\$ 3,384,115
REVENUES:				
Taxes	\$ 9,118,362	\$ 9,854,672	\$ -	\$ 9,854,672
Permits & Licenses	218,578	248,250		248,250
Fees	740,008	1,019,187		1,019,187
Fines	761,074	953,308		953,308
Administrative Reimbursements	1,200,500	1,300,500		1,300,500
Miscellaneous Revenue	508,954	457,415	22,000	479,415
TOTAL REVENUES	\$ 12,547,477	\$ 13,833,332	\$ 22,000	\$ 13,855,332
EXPENDITURES:				
City Council (21)	\$ 29,205	\$ 42,700	\$ -	\$ 42,700
City Manager (22)	231,622	210,331		210,331
City Secretary (23)	128,543	145,239		145,239
City Attorney (24)	96,455	135,180		135,180
Finance (31)	533,887	559,137		559,137
Grants Administration (32)	68,508	-		-
Human Resources (34)	163,521	182,396		182,396
Information Systems (35)	194,257	212,499		212,499
Municipal Court (41)	303,228	361,583		361,583
Police (42)	3,692,332	4,304,725		4,304,725
Public Information Office (4250)	-	54,990		54,990
Animal Control (43)	180,912	226,705		226,705
Fire/EMS (44)	3,014,327	3,041,232		3,041,232
Emergency Management (4420)	47,234	31,539		31,539
Engineering (51)	97,043	166,629		166,629
Building Development (52)	251,000	299,977		299,977
Streets (53)	892,654	1,042,545		1,042,545
Parks and Recreation (54)	855,828	950,423		950,423
Fleet Services (55)	241,321	237,231		237,231
Public Works (56)	37,166	40,386		40,386
Facility Maintenance (57)	153,131	174,984		174,984
Planning (61)	183,666	162,676		162,676
Library (71)	475,772	526,563		526,563
Code & Health (72)	151,216	156,939		156,939
Non-Departmental (75)	437,386	461,718	22,000	483,718
TOTAL EXPENDITURES	\$ 12,460,215	\$ 13,728,327	\$ 22,000	\$ 13,750,327
ENDING FUND BALANCE:				
Unreserved, Undesignated	\$ 2,293,912	\$ 2,489,120		\$ 2,489,120
Capital Improvement Reserve	-	-		-
Unreserved, Designated	1,000,000	1,000,000		1,000,000
TOTAL ENDING FUND BALANCE	\$ 3,293,912	\$ 3,489,120	\$ -	\$ 3,489,120
IDEAL FUND BALANCE	\$ 3,115,054	\$ 3,432,082		\$ 3,437,582
OVER (UNDER) IDEAL FUND BALANCE	\$ 178,858	\$ 57,038		\$ 51,538

* This budget reflects the budget amendments that were approved by City Council on May 20, 2008, June 17, 2008, and July 15, 2008.

NOTICE OF PUBLIC HEARING

On August 19, 2008, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold the required public hearing on the ordinance to amend the FY 2007-08 Budget for the City of Copperas Cove. The August 19, 2008 City Council Meeting will begin at 7:15 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

The proposed amendments to the FY 2007-08 Annual Budget are as follows:

General Fund	Increase (Decrease)
Revenue Appropriations	\$ 22,000
Expenditure Appropriations	\$ 22,000

City of Copperas Cove

City Council Agenda Item Report

August 19, 2008

Agenda Item H-1

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

SUBJECT: **Public Hearing and action on Ordinance No. 2008-25, amending the 2007-08 fiscal year budget for the City of Copperas Cove.**

1. BACKGROUND/HISTORY

The 2007-08 budget was adopted on September 4, 2007 with budget amendments approved on May 20, 2008, June 17, 2008, and July 15, 2008. According to Section 6.16(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2007-08 budget it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment does not use fund balance, therefore, it only requires one Public Hearing.

2. FINDINGS/CURRENT ACTIVITY

The General Fund will require an increase of 22,000 in an expenditure appropriation. Revenue appropriation increase reflects a total of \$22,000 which offsets the expenditure appropriation increase. The revenues adequately fund the expenditures for the following departmental budgets:

- Non-Departmental \$ 22,000

Increase include:

- This increase should cover the funds necessary to revise the Oil and Gas Ordinance. The City Council approved for the City Manager to enter into an agreement to begin this process at the August 9, 2008 Special City Council meeting and these funds should cover any necessary costs.

General Fund revenue increase includes the following:

- Permit Application Fees for Oil & Gas Permits \$ 22,000

3. FINANCIAL IMPACT

See attached ordinance and proposed amendment.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council hold a public hearing and approve Ordinance No. 2008-25 amending the fiscal year 2007-08 Budget.



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

Name Tom Corll (CORLL)
 Address 2979 CR 4935 Kempner TX 76539
 Home Phone 254 547-3374 Office Phone (254) 526-1484
 Fax _____ E-mail Thomas.corll@ctcd.edu
 Occupation Coord Institutional Research
 Volunteer/Community Service Community Svc - Copperas Cove
 Professional Affiliations Mason
 Areas of Interest history, historic preservation
 Education PhD candidate

I would like to be considered for the following:

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

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

THOMAS E. CORLL

2979 County Road 4935

Kempner, TX 76539

Home: (254) 547-3374

Work: (254) 526-1484

Thomas.Corll@ctcd.edu

Objective

A position on the Keep Copperas Cove Beautiful Council.

Summary of Qualifications

Over 15 years experience in the areas of human resource development, personnel management, and curriculum development. Performed assessments to determine organizational needs. Designed, developed and implemented training programs. Experienced in large group presentations as lecturer or facilitator. Advised training developers on methods to improve course content and methods of delivery. Proficient in Microsoft Word, Excel, PowerPoint and Internet.

Employment History

Coordinator, Institutional Research
Central Texas College, Killeen, TX

September 2006 – Present

Continuously conduct internal and external data analysis and use results to improve instruction, programs, services, and use of valuable resources. Continuously identify where discrepancies exist between intended results and actual results. Assist in the development of enhancement strategies to improve future programs, activities and strategic plans. Examine opportunities and road blocks related to the institutions missions and goals.

Curriculum Manager
Central Texas College, Killeen, TX

October 2003 – September 2006

Supervised three editors, three clerks, on-line technologists, and subject matter experts/content writers in the designing, development and implementation of educational materials. Directed special project teams involved in the overall production of the content, format and graphic components of 35 Paper and Pencil courses. Developed and implemented course revision schedules, production goals and publication deadlines. Assigned projects to development teams, establishing specific timelines and milestones to measure team progress. Completed the in-process final edit and quality control review of all materials. Assisted the multi-media team in transposing formats into on-line courses for specific customer accounts.

Job Counselor
Resource Consultants, Inc., Killeen, TX

June 2002 – October 2003

Collected, organized and analyzed information about clients through records, interviews and professional sources to appraise their interests, aptitudes, and personality characteristics, for vocations and educational planning. Provided information concerning employment and training assistance, including labor market information, civilian work place requirements and employment opportunities, instruction in resume preparation, and job analysis techniques, job search techniques, and job interviewing techniques. Referred clients to recruiters and placement services.

THOMAS E. CORLL

Basic Skills Instructor (Part Time)
Central Texas College, Killeen, TX

March 2002 - Present

Presented classroom instruction. Evaluated adult-student skills in basic areas of reading, writing and mathematics. Designed and developed programs of instruction to assist in developing strength in designated areas. Prepared student work sheets for hands-on performance. Updated training aids to meet classroom and curriculum requirements.

Human Resource Manager
Rosti Plastics, Inc., Searcy, AR

February 2001 - February 2002

Planned and conducted employee orientations designed to integrate new employees into the workforce. Recruited, interviewed and selected employees to fill vacancy positions. Interfaced with personnel placement agencies to locate and hire technicians. Met with shift leaders and supervisors to discuss work issues. Prepared reports and recommendations to reduce employee absenteeism and turnover. Prepared and distributed written and verbal information to inform employees of benefits, compensation, and personnel policies. Designed and developed formal training packets for use within the organization. Presented classes on training, leadership development and employee relations.

Training Developer
Lockheed Martin, Killeen, TX

March 1999 - January 2001

Made training recommendations in support of the U.S. military workforce for the new millennium. Performed job analysis, developing tasks, duties and responsibilities for personnel working within the training and operations section of a tactical operations center. Integrated computer automated programs into operational tasks. Reviewed programs of instruction used in military service schools. Advised academic training developers on appropriate use of automated classroom capabilities pertaining to resident and non-resident courses. Chosen as co-chairperson to a committee that reviewed the capabilities of new automated battlefield systems resulting in career course maps identifying when specific system training should be conducted within a 30-year career span.

Program Coordinator
Transformative Charter School, Killeen, TX

July 1998 - February 1999

Established the administrative procedures and management policies for a newly formed high school program for academically at-risk students. Provided student support, reviewed student transcripts and developed individual class schedules to fulfill academic requirements. Counseled students on academic progression and course selection. Procured all training materials, inventoried and maintained all equipment and facilities, and monitored the program to ensure compliance with State of Texas educational standards. Managed a school budget in excess of \$ 250,000 annually. Recognized by the Region XII Texas Education Association as the model charter school for others to emulate.

Education

- Ph D. Candidate, Doctorate of Education, Training and Performance Improvement, Capella University, Minneapolis, MN
- Master of Science, Human Resource Management, Tarleton State University, Killeen, TX, 2001

THOMAS E. CORLL

Education (con't)

- Bachelor of Science, Business Administration, Wayland Baptist University, Plainview, TX, 1994
- Diploma, Senior Leadership and Management Course, U.S. Army, El Paso, TX, 1995

Memberships and Volunteer Service

- Member, Texas Association of Institutional Research
- Member, Masonic Lodge 137, Mt Horeb, Mohamet, TX
- Member, Masonic Lodge 113, Commandery, Burnet, TX
- Member, Saratoga Lodge 195, Order of the Eastern Star, Lampasas, TX
- Adjutant, 9th Texas Civil War Re-enactment Group, 1998 – Present
- Member, History Club, U.S.A.
- Member, American Civil War Battlefield Preservation Society
- Volunteer, Copperas Cove Community Council
 - Halloween Activities
 - City Founders Day Activities
 - Ogle Tree Gap Festival Activities

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

Name Christine Luciano Date November 16, 2007

Address 405 Suzie Street, Killeen, Texas, 76542

Home Phone N/A Office Phone 254-535-1008 Mobile Phone 254-291-3257

Fax 254-287-3591 E-mail christine.luciano@us.army.mil

Occupation Environmental Outreach Coordinator

Volunteer/Community Service Previously involved in several civic organizations to include Keep Killeen Beautiful, Youth Advisory Commission, Youth AmeriCorps, National Honor Society, and Students In Free Enterprise which focused on community involvement, leadership, and teamwork to conduct volunteer projects for the surrounding communities (Killeen, Fort Hood, Copperas Cove, and Harker Heights). The projects were targeted for specific groups, the general public, schools, and for special events. My involvement within the community has been recognized by local awards from the City of Killeen, the Gold President's Student Service Award (1999-2004), and scholarships received based on community involvement.

Professional Affiliations None.

Areas of Interest Increasing awareness and educating the general public about environmental issues, and helping people become "greener" to sustain a healthier environment. Reaching out to Fort Hood and surrounding communities, like Copperas Cove, that help support our Soldiers and their families.

Education BBA in Marketing & BS in Psychology

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 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 checked="" type="checkbox"/> Keep Copperas Cove Beautiful Commission |
| <input type="checkbox"/> Other _____ | |

Please return this form along with a resume to:

Jane Lces, 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 – jlces@ci.copperas-cove.tx.us

Christine Luciano
405 Suzie Street
Killeen, TX 76542
Cell Phone: (254) 291-3257

OBJECTIVE

Multi-task and organized individual proficient in Microsoft Word, Excel, and Power Point is seeking a Community Manager position to apply knowledge and skills in an effective and efficient matter to improve the productivity of a business and add value to the customers' needs.

EDUCATION

- 2003-2005 Tarleton State University- Central Texas
- Bachelor of Science in Psychology
 - Bachelor of Business Administration in Marketing
 - Graduated Cum Laude
- 2002-2004 Central Texas College
- Associate of Arts in Business Administration
 - Associate of Arts in Social Science
- 1999-2003 Robert M. Shoemaker High School
- Graduated with honors and top 2%

EMPLOYMENT

- Aug. 2007-Present Public Affairs Specialist, Directorate of Public Works-Environmental
Jan. 2006-Aug. 2007 Directorate of Public Works Environmental Outreach Coordinator, Dynamac
Increases awareness of Fort Hood's environmental programs and services through community outreach events; news articles in the installation's newspaper and other local print publications; reporting the EnviroMinute on televised media for Fort Hood on Track; and giving environmental presentations at the local schools. Also responsible for developing environmental public service announcements, marketing campaigns for events, and strategies for environmental grants and awards.
- June 2004-Present Nursery Attendant, Immanuel Lutheran Church
Provides for the emotional, physical and social needs of young children during the time they are in the church nursery. Interacts with the children and encourages their involvement in activities. Establishes and maintains good communication and is sensitive and responsive to parents.
- June 2005-Jan. 2006 Computer Operator II, Raytheon
Monitored radio and maintained communication with Range Control; coordinated with down range maintenance personnel to test targetry; repaired and troubleshoot computer units and motherboards of targetry; and printed various reports for complex manager and maintenance personnel as requested.
- July 2004-April 2005 Lab Assistant & Teacher's Aide, Central Texas College
Aided students with questions regarding the computer lab's PCs, printing, Microsoft Office software programs, and searching for information on Internet Explorer. Monitored students to ensure lab policies were enforced and that students use the computer lab for academic purposes. Also served as a teacher's aide to support classroom management, instruct lessons, and apply individualized teaching techniques for local high school students in the dual-enrollment hospitality program.

Dec. 2004-April 2005 Internet & Marketing Coordinator, Eva Keagle at ERA Colonial Real Estate
Marketed homes through print and online mediums to increase product awareness of real estate properties to customers. Updated property listings, developed e-commercials and inputted slide presentations on web sites to achieve quick turnover.

COMMUNITY SERVICE

- Sept. 2006-Nov. 2007 Board of Director, Keep Killeen Beautiful
Volunteered in beautification projects for Killeen and conducted interactive environmental presentations for schools and the general public. Also informed the community about Killeen's environmental programs and services.
- Sept. 2003-May 2005 Marketing Representative & Project Coordinator, Students In Free Enterprise
Volunteered over 1100 hours, applying classroom knowledge to develop, implement, market, coordinate, and execute projects focused in free market economics, personal financial success, entrepreneurship, and business ethics to over 6000 individuals from pre-k students to senior citizens in hands on workshops and presentations.
- Oct. 2002-Sept. 2004 Teacher's Aide, Willow Springs Elementary
Volunteered work release periods, when in high school, at the local elementary school. Tutored and worked with students in grades 3rd-5th in resource and a kindergarten class in a variety of areas such as math, reading, arts, craft projects, and other activities.
- Oct. 2002-Sept. 2003 Youth Member, AmeriCorps
Volunteered youth member serving in program that focused on tutoring and mentoring disadvantaged youth in the Killeen area. Volunteered as a kindergarten teacher's aide to aid 28 kindergarten students in reading literacy, homework assistance, and improve their attitudes about education.
- Oct. 1998-May 2003 Commissioner, Youth Advisory Commission
Volunteered as a commissioner to serve as a liaison between the City of Killeen and the youth of the community. Involvement in city government and volunteering gave the opportunity to fulfill the needs of the community and participate in a variety of projects such as trash pick ups, Relay for Life, March of Dimes, provided beverages at festivals and carnival, tutored students, and other volunteer activities.

SPECIAL HONORS AND AWARDS

- May 2007 Directorate of Public Works Coin
- Apr. 2007 Hood Hero-Team of Excellence
- Feb. 2006 Garrison Commander Coin
- May 2005 Students In Free Enterprise National Honors, 4th in the Nation & #1 in Texas
- April 2005 Students In Free Enterprise USA Regional Champion
- Oct. 2004 President's Student Service Award
- Sept. 2004 Volunteer of the Week in the Killeen Daily Herald
- May 2004 Students In Free Enterprise National Honors, 4th in the Nation & #1 in Texas
- Apr. 2004 Students In Free Enterprise USA Regional Champion

Dec. 2003	Students In Free Enterprise Star for Top Performance in Volunteer Service
May 2003	Volunteer of the Week in the Killeen Daily Herald
2002-2003	Youth Volunteer of the Year for Willow Springs Elementary
2002-2003	Volunteer of the Year for the Youth Advisory Commission
2002-2003	Gold Presidential Student Service Award
2001-2002	Gold Presidential Student Service Award
2000-2001	Gold Presidential Student Service Award

Appointment Resource Form For Volunteers

Name Dorothy Hardy

Address 2015 E. Hwy. 190 Apartment 118 Copperas Cove, TX 76522

Home Phone 254-518-1388 Office Phone N/A

Fax N/A E-mail dorothy forbes 2000@yahoo.com

Occupation Retired E-7 U.S. Army Medical Manager

Volunteer/Community Service Keep Copperas Cove Beautiful & Ancient Temple of Wisdom

Professional Affiliations _____

Areas of Interest Land Committee, Area Beautification and Voting Clerk

Education 4 years of college without a degree

I would like to be considered for the following:

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

Please return this form along with a resume to:

Pamela Russell, TRMC City Secretary

P O Drawer 1449

507 South Main Street

Copperas Cove TX 76522

254-547-4221 - 254-547-5116 fax

prussell@ci.copperas-cove.tx.us

Dorothy Hardy

906 Kelso Dr.

Copperas Cove, TX 76522

(254) 238-7149

dorothy_forbes2000@yahoo.com

Objective: Seeking to obtain a position on the Board of Directors for The Keep Copperas Cove Beautiful Commission

Experience:

2004 Kellogg Brown & Root Anaconda, Iraq Warehouseman II

- Inspected and Inventoried all incoming shipments requisitioned in supply distribution system for redistribution to all Army units and Contractors through out Iraq
- Promoted to Logistics Coordinator Personnel
- Requisition personnel theater wide in support of Corporate mission
- Prepare and submit all Travel Request and Transfer Authorization Oconus and Conus
- Manage personnel placement

2001 – Retired United States Army Senior Noncommissioned Officer

1999–2001 U.S. Army Fort Knox, Kentucky Manager Womens Specialty Health Clinic

- Conduct 10% daily inventory of all Medical Equipment and a 100% quarterly inventory of all equipment totaling in value of \$380,000.
- Plan, prepare, and revise work schedules and duty assignments according to customer needs, problems, work-load, and statistical forecasts for 9 Para-professionals and 10 licensed professionals
- Oversaw, coordinated, and performed activities associated with shipping, receiving, distribution, and transportation of supplies and equipment
- Verified completeness and accuracy of subordinates' work computations and records
- Interviewed, selected, and discharges employees including Temporary hires

- Consult with supervisor and other personnel to resolve problems, such as equipment performance, output quality, and work schedules
- Train employees in work and safety procedures and company policies
- Maintain civilian personnel timecards with accuracy and personnel records, and prepared payrolls

1996–1999 U.S. Army Germany Manager Nursing/Medical Supply

- Conduct 100% daily Inventory of entire Health Clinic medical equipment
- Advise employees on care and preservation of items received, stored, and shipped. On methods and use of equipment handling, storing, maintaining, and shipping stock, and related problems
- Review records for accuracy of information and compliance with established procedures, and to determine adequacy of stock levels
- Schedule work for special and periodic inventories
- Trace history of items to determine reasons for discrepancies between inventories and stock-control records and recommend remedial actions to resolve discrepancies
- Maintain Department of Defense (DOD) and Local Nationals (LN) timecards, in put payroll

1993-1995 U.S. Army Fort Hood, Texas Supervisor Installation Medical In-processing Center

- Supervise small size medical logistics team consisting of 7 personnel, medical supply stock control, property management and accounting of medical supplies and equipment, storage activities, receipt, packing, shipping, care, inspection, quality control, segregation, inventory control, requisitioning, storage, preservation, issue, salvage, destruction, repair
- Parts management, distribution, and supply management
- Assign duties and examined work for exactness, neatness, and conformance to policies and procedures
- Assisted subordinates in performing duties

1989–1993 U.S. Army Germany Supply Specialist

- Provide re-supply support to 8 frontline medics during Operation Dessert Shield/Storm

- Performed requisitioning, receipt, inventory management, storage, preservation, issue, salvage, destruction, stock control, quality control, property management, repair parts management, inspection, packing and shipping, care segregation and accounting of medical supplies and equipment valuing over \$1.8 Million for Georgia Russia Humanitarian Campaign

- Inspected equipment for defects and notifies maintenance personnel or outside service contractors for repairs

Education:

Central Texas College – Continuing Studies-Business Management 2004

University of Phoenix – On Line, Information Technology 2002

Central Texas College - European Division 120 hours, Emergency Medical Technician 1996

City College of Chicago – European Division, 12 hours, General Studies 1992-1993

Graduate - Wayne County High School, Jesup, Georgia 1974

Graduate – Phillips College, Columbus, Georgia, Civil Service Secretary,

1979-1980 Graduate - U.S. Army Advanced Noncommissioned Officer Course-MEDCOM, Fort Sam Houston, Texas 1999

Graduate - U.S. Army Basic Noncommissioned Officer Course-MEDCOM, Fort Sam Houston, Texas 1994

Graduate - U.S. Army Primary Leadership Development Course, SGM Academy, Badtolz, Germany 1988

Licensed -Emergency Medical Service Driver (Ambulance), Army 1985

Licensed - Military 5 ton and below driver, Army

Licensed - Military 6 & 8K Forklift Operator, Army/KBR 2004

Licensed - Military 10k Generator Operator, Army

Certificate - International Hazmat, Balad, Iraq 2004

Certificate - Total Quality Management (TQM) Training, Darmstadt, Germany 1998

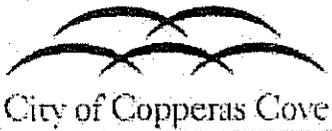
Certificate – Emergency Medical Technician, Hornsfel, Germany 1997

Certificate - Leadership, Education, and Development Training, Heidelberg, Germany
1996

Certificate – Equal Opportunity Leader, Vilseck, Germany 1996

Interests:

Keep Copperas Cove Beautiful Commissioner and Executive Board of Directors
Treasurer; Ancient Temple of Wisdom, Treasurer and Executive Board of Directors



**Appointment Resource Form
For
Volunteers**

Name Barbara Lehmkuhler
 Address 8095 Suiza Lane CC 76522
 Home Phone 542-1090 Office Phone _____
 Fax _____ E-mail b.lehmkuhler@hotmail.com
 Occupation Retired
 Volunteer/Community Service VA Hospital - DAV - church
 Professional Affiliations _____
 Areas of Interest working with flowers - yard - sewing, cooking
 Education HS - some college

I would like to be considered for the following:

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

Please return this form along with a resume to:
 Pamela Russell, TRMC City Secretary
 P O Drawer 1449
 507 South Main Street
 Copperas Cove TX 76522
 254-547-4221 - 254-547-5116 fax
 prussell@ci.copperas-cove.tx.us

BARBARA LEHMKUHLER

2085 Suja Lane • Copperas Cove, TX 76522 • 254-542-1090

OBJECTIVE

To be appointed to the KCCB Board as a volunteer.

EMPLOYMENT

RETIRED CIVIL SERVICE

1982-2002

Organization Name
Ft Hood Commissary

City and State of Organization

Ft Hood Texas

I worked in the warehouse and was responsible for ordering and receiving groceries. Also, stocked shelves and helped customers.

Volunteer at VA Hospital in Temple Texas.

I work at the information desk directing patients to the proper clinics and look to see when there appointments are. Also, visit with patients in the Wards in the Hospital. 2005 to present.

I am a member of the First Presbyterian Church, Copperas Cove, Tx. I am on the Session where I help make decisions for my Church. I assist the Minister with Church Services and with Sunday School.

EDUCATION

HIGH SCHOOL AND SOME COLLEGE

GRADUATED HIGH SCHOOL 1958.

North Platte, Nebraska

Business School

Graduated in 1961

North Platte, Nebraska

I like to garden, crafts, and work on the computer. Am trustworthy, reliable and am punctual

City of Copperas Cove

City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-1

Contact – Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful, 547-4242
srhoads@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on re-appointments of four (4) returning members to the Keep Copperas Cove Beautiful Commission.

1. Background/History

During a regular council meeting on September 17, 2002, Ordinance 2002-20 was approved allowing the formation of the Keep Copperas Cove Beautiful Commission. This commission allows for 15 members to be approved by the City Council. According to KCCB by-laws, eight members of the Commission originally appointed shall be for a term of one (1) year. Seven members of the Commission originally appointed shall be for a term of two (2) years. Thereafter, the term of each Commission member shall be two (2) years.

2. FINDINGS/CURRENT ACTIVITY

The sixth year for Keep Copperas Cove Beautiful is coming to an end in September 2008.

During the Regular City Council Meeting on May 6, 2008, one position was successfully filled bringing the total on the commission to 15. Since then, two (2) members had to resign due to relocating out of the area. Four (4) members have successfully completed their term and are seeking re-appointment.

The Keep Copperas Cove Beautiful Commission is seeking approval to re-appoint four (4) members already on the commission. After council approval of the members, a total of two (2) positions remain vacant.

The following individuals are seeking re-appointment to the Keep Copperas Cove Beautiful Commission:

Mr. Tom Corll
Ms. Christine Luciano
Ms. Dorothy Hardy
Mrs. Barbara Lehmkuhler

Keep Copperas Cove Beautiful will continue to seek out new members to fill the remaining two (2) positions.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council re-appoint the following four (4) individuals to the Keep Copperas Cove Beautiful Commission:

Mr. Tom Corll
Ms. Christine Luciano
Ms. Dorothy Hardy
Mrs. Barbara Lehmkuhler

ORDINANCE NO. 2008-28

AN ORDINANCE ESTABLISHING A ONE HUNDRED AND EIGHTY (180) DAY MORATORIUM ON THE ACCEPTANCE AND ISSUANCE OF PERMITS FOR THE DRILLING OF OIL AND GAS WELLS WITHIN THE CITY LIMITS OF THE CITY OF COPPERAS COVE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Copperas Cove is a home rule municipality incorporated under the authority of Article XI, Section 5 of the Texas Constitution; and

WHEREAS, the City of Copperas Cove Code of Ordinances Chapter 14 regulates the drilling of oil and gas wells; and

WHEREAS, the City of Copperas Cove Code of Ordinances Chapter 14 has not been substantially reviewed for the purposes of determining its effects or the need for revision since its adoption in 1982; and

WHEREAS, the City Council of the City of Copperas Cove has determined that future drilling of oil and gas wells within the City limits of the City of Copperas Cove in accordance with the City's existing oil and gas drilling regulations may severely impact the public health, safety, and welfare of its citizens; and

WHEREAS, the City Council of the City of Copperas Cove has determined that it must have sufficient time to review the potential impact of future drilling of oil and gas wells; and

WHEREAS, the City Council of the City of Copperas Cove has determined that a one hundred and eighty (180) day moratorium on the acceptance and issuance of permits for the drilling of oil and gas wells within the City limits of the City of Copperas Cove is necessary in order to allow the City Council of the City of Copperas Cove time to discuss, investigate, and report on the issues involved in the future drilling of oil and gas wells; and

WHEREAS, the City Council of the City of Copperas Cove has also determined that it is in the best interests of the City and in the protection of the public health, safety, and welfare of our citizens to propose a one hundred and eighty (180) day moratorium on the acceptance and issuance of permits for the drilling of oil and gas wells in order that City staff, the regulated community, and the citizens of Copperas Cove may determine the best possible approach for the future regulation of such activities; and

WHEREAS, during such a moratorium, the City of Copperas Cove will not accept permits and/or requests for authorizations or approvals for the drilling of oil and gas wells within the City limits of the City of Copperas Cove.

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

SECTION 1: The City Council of the City of Copperas Cove hereby establishes a moratorium on the City's acceptance of requests for permits for the drilling of or within the City limits of the City of Copperas Cove, beginning with the date of the passage of this Ordinance for one hundred and eighty (180) days or until such time as the City Council of the City of Copperas Cove concludes a comprehensive evaluation regarding the future regulation of the drilling of oil and gas wells within the City limits of the City of Copperas Cove and adopts new regulations regarding such activities.

SECTION 2: This Ordinance shall take effect immediately upon passage.

SECTION 3: This Ordinance shall not affect the operation of oil and gas wells currently in existence and operating under a previously issued and valid permit.

PASSED, APPROVED AND ADOPTED this 19th day of August 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.

Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney

City of Copperas Cove

City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-10

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

SUBJECT: Consideration and action on Ordinance No. 2008-28, approving a moratorium on Chapter 14, Oil & Gas Wells, of the Copperas Cove Code of Ordinances.

1. BACKGROUND/HISTORY

At the June 17, 2008 City Council Workshop, the City Attorney provided an overview of the Oil & Gas Drilling Ordinance. During this workshop the Council consensus was to revise the Oil & Gas Drilling Ordinance with the guidance and direction being provided by the City Manager.

After review, it was determined an engineer with oil and gas drilling expertise along with appropriate legal counsel in fields of municipal law and oil & gas law would be required for the ordinance revision process. Thus, an agenda item to approve an agreement for said services was presented to the City Council on August 9, 2008. During the August 9, 2008 Special Meeting of the City Council, a comment was made by a member of the Council regarding the possibility of a moratorium until such time of the ordinance revision.

2. FINDINGS/CURRENT ACTIVITY

City staff consulted with appropriate legal counsel to construct an ordinance calling for a moratorium on the issuance of Oil & Gas Drilling permits until such time as the existing ordinance was revised and adopted by the City Council.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council approve Ordinance No. 2008-28, approving a moratorium on the issuance of Oil & Gas Drilling permits under Section 14 of the City of Copperas Cove Code of Ordinances.

**AGREEMENT BETWEEN THE CITY
OF COPPERAS COVE, TEXAS AND
RIVER CITY ENGINEERING, LTD.
FOR
PROFESSIONAL SERVICES**

OWNER: The City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 76522

ENGINEER: River City Engineering

PROJECT: Mesa Verde Elevated Storage Tank Project

PROJECT SCOPE shall be as defined in Exhibit A attached to this Agreement.

OWNER'S REPRESENTATIVE shall mean the City Engineer of the City of Copperas Cove or a person designated by the City Engineer.

ENGINEER'S AGREEMENT: ENGINEER shall provide professional engineering services for OWNER in all phases of the Project described below, serve as OWNER's professional engineering representative for the Project as set forth below, and give professional engineering consultation and advice to OWNER during the performance of services hereunder.

OWNER'S AGREEMENT: OWNER agrees to pay for the services as set forth below.

SECTION 1 - BASIC SERVICES OF ENGINEER

1.1 General.

1.1.1. ENGINEER shall perform professional services as hereinafter stated which include customary incidental engineering services.

1.2. Preliminary Design Phase. ENGINEER shall:

1.2.1. Consult with OWNER to clarify and define OWNER's requirements for the Project and review available data.

1.2.2. Advise OWNER of the need to provide or obtain from others data or services of the types described in paragraph 3.3, and act as OWNER's representative in connection with any such services.

- 1.2.3. Provide engineering surveys required to properly design the Project.
- 1.2.4. Prepare preliminary design documents consisting of final design criteria, preliminary drawings and outline specifications.
- 1.2.5. Based on the information contained in the preliminary design documents, submit a revised opinion of probable Project Cost.
- 1.2.6. Furnish two (2) copies of the above preliminary design documents and review them in person with OWNER's REPRESENTATIVE.
- 1.3. **Final Design Phase.** ENGINEER shall:
 - 1.3.1. On the basis of the accepted preliminary design documents and the revised opinion of probable Project Cost, prepare for incorporation in the Contract final drawings (hereinafter called 'Drawings') and Specifications to show the character and extent of the Project.
 - 1.3.2. Furnish to OWNER's REPRESENTATIVE assistance in the preparation of required documents so that OWNER may apply for approvals of governmental authorities having jurisdiction over the Project, and assistance in negotiations with appropriate authorities.
 - 1.3.3. Advise OWNER's REPRESENTATIVE of any adjustments to the revised opinion of probable Project Cost caused by changes in the Project and furnish a final opinion of probable Project Cost based on the final Drawings and Specifications.
 - 1.3.4. Prepare documents to comprise the contract for construction of the Project (hereinafter the 'Contract') for review and approval by OWNER's REPRESENTATIVE, including agreement forms, general, special and supplementary conditions, bidding documents, and other related documents. ENGINEER shall use forms provided by OWNER where applicable.
 - 1.3.5. Furnish two (2) copies of the above documents and review them in person with the OWNER's REPRESENTATIVE.
- 1.4. **Bidding Phase.** ENGINEER shall:
 - 1.4.1. Provide twenty (20) sets of plans, specifications, and bid documents.
 - 1.4.2. Assist OWNER in obtaining bids for a contract for construction of the Project.

- 1.4.3. Consult with OWNER's REPRESENTATIVE as to the acceptability of subcontractors proposed by the prime contractor (hereinafter called Contractor) when such acceptability is required by the bidding documents.
- 1.4.4. Consult with OWNER's REPRESENTATIVE as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of the Contract is allowed by the bidding documents.
- 1.4.5. Assist OWNER's REPRESENTATIVE in evaluating bids and in assembling and awarding the Contract.
- 1.5. **Construction Phase.** ENGINEER shall:
 - 1.5.1. Consult with OWNER and act as its representative as provided in the *Standard General Conditions of the Construction Contract* prepared by the Engineers Joint Contract Documents Committee; act on behalf of the OWNER to the extent provided in the *Standard General Conditions of the Construction Contract* except as otherwise provided herein.
 - 1.5.2. Provide initial staking when necessary to allow Contractor to construct the Project. The ENGINEER shall set vertical and horizontal controls one time only for Contractor.
 - 1.5.3. Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the Contractor's work and to determine if the work is proceeding substantially in accordance with the plans and specifications. The frequency of such visits shall not be less than one (1) visit per week and of a duration sufficient to ensure that the contractor is building the project according to plans and specifications. Such visits to the site shall be carried on in the presence of the City Inspector. Such visits shall be followed by a weekly written report describing observed progress, submitted no later than 3 working days after the weekly visit. ENGINEER shall keep OWNER informed of the progress of the work, and shall endeavor to protect the OWNER against defects and deficiencies in the work. ENGINEER does not guarantee the performance of the Contractor and is not responsible for the actual supervision of construction operations or for safety measures that the Contractor takes or should take. ENGINEER shall inform OWNER's REPRESENTATIVE of any work failing to conform to the Contract, and shall disapprove or reject any such work and require it to be corrected.
 - 1.5.4. Review and approve or take other appropriate action regarding Shop Drawings and samples, the results of tests and inspections and other data which Contractor is required to submit, for conformance with the design concept of the Project and compliance with the Contract; determine the acceptability of

substitute materials and equipment proposed by Contractor; and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are provided by Contractor in accordance with the plans and specifications.

- 1.5.5. Issue all instructions of OWNER to Contractor; issue necessary interpretations and clarifications of the plans and specifications; prepare change orders as required; require special inspection or testing of the work; act as judge of the acceptability of the Contractor's work.
- 1.5.6. Based on ENGINEER's on-site observations and on review of Contractor's applications for payment, determine the amount owing to Contractor and recommend in writing payments to Contractor in such amounts. These recommendations of payment will constitute a representation to OWNER that the work has progressed to the point indicated; that the quality of the work is in accordance with the plans and specifications (subject to the results of any subsequent tests called for in the Contract, and to any qualifications stated in its recommendation), and that payment of the amount recommended is due Contractor. All letters recommending payment shall include a certification from the ENGINEER that all work performed to the date on which payment is requested is in substantial compliance with the plans and specifications.
- 1.5.7. Conduct an inspection to determine if the Project is substantially complete, and a final inspection to determine if the Project has been completed in accordance with the plans and specifications. If Contractor has fulfilled all of its obligations, ENGINEER shall recommend, in writing, final payment to Contractor and shall give written notice to OWNER and the Contractor that the work is acceptable and meets plans and specifications as developed by the ENGINEER (subject to any conditions therein expressed).
- 1.5.8. Furnish two sets of reproducible as-built record prints of the Project to the OWNER's REPRESENTATIVE upon project completion. At least one set shall be hard copy and one set shall be in a digital format as specified by the OWNER's REPRESENTATIVE.

SECTION 2 - ADDITIONAL SERVICES OF ENGINEER

2.1 General.

If authorized in writing by OWNER, ENGINEER shall furnish or obtain from others Additional Services of the following types when not specifically identified as basic services; these will be paid for by the OWNER as indicated in Section 4:

- 2.1.1. Preparation of applications for governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review of the effect on the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.2. Conducting a detailed investigation of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER, except as necessary for the proper design and construction of the Project.
- 2.1.3. Providing services resulting from significant changes in the extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond ENGINEER's control.
- 2.1.4. Providing renderings or models for OWNER's use.
- 2.1.5. Furnishing land surveys establishing boundaries and monuments, and related office computations and drafting.
- 2.1.6. Preparation of property or easement descriptions.
- 2.1.7. Preparation of any special reports required for marketing of bonds.
- 2.1.8. Furnishing soil and foundation tests and borings.
- 2.1.9. Providing detailed mill, shop and/or laboratory inspection of materials or equipment.
- 2.1.10. Investigations involving detailed consideration of operation and maintenance expenses; the preparation of feasibility studies and appraisals; in obtaining financing for the Project.
- 2.1.11. Furnishing the services of special consultants for purposes other than the normal engineering incidental to the Project, and providing data or services of the types described in paragraph 3.2 when OWNER authorizes ENGINEER to provide such data or services in lieu of OWNER furnishing them. For the purposes of this contract, services of a special consultant will be allowed only when the need is confirmed by the OWNER's representative.
- 2.1.12. Services resulting from the award of more than one prime contract for construction, materials, equipment or services for the Project, and services

resulting from the arranging for performance by persons other than the Contractor and administering OWNER's contracts for such services.

- 2.1.13. Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the change in services rendered; services after the award of the contract in evaluating substitutions proposed by the Contractor which require extensive revisions to Drawings and Specifications; and services resulting from significant delays, changes or price increases occurring as a result of material, equipment or energy shortages.
- 2.1.14. Services during out-of-town travel required of ENGINEER other than visits to the site as required by Section 1.
- 2.1.15. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of Contractor, (3) prolongation of the contract time of the Contract by more than sixty days, (4) acceleration of the progress schedule involving services beyond normal working hours, and (5) default by Contractor.
- 2.1.16. Services after completion of the Construction Phase, such as inspections during any guarantee period called for in the Contract.
- 2.1.17. Serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the Project except as agreed to under Basic Services.
- 2.2. Whenever the need for any Additional Services described herein results from any negligence, mistake, oversight or other fault on the part of ENGINEER, the cost of these services shall be deemed to be included in OWNER's payments to ENGINEER for basic services. Any such Additional Services not performed by ENGINEER that would otherwise be paid separately by OWNER shall be paid for by ENGINEER.

SECTION 3 - OWNER'S RESPONSIBILITIES. OWNER shall:

- 3.1 Provide full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.

- 3.2. Furnish to ENGINEER, as required for the performance of ENGINEER's Basic Services, data prepared by or services of others, environmental assessment and impact statements; property, boundary, easement and right-of-way descriptions; deed and other land use restrictions; and other special data or consultations not covered in Section 2.
- 3.3. Arrange for access to public property as necessary for ENGINEER to perform its services.
- 3.4. Examine all studies, reports, drawings, specifications, and other documents presented by ENGINEER; provided, that approval of any such documents by OWNER or by OWNER's REPRESENTATIVE shall not release ENGINEER from responsibility and liability for any negligence, mistake, inaccuracy, or other flaw in such documents, and shall not be deemed an assumption by OWNER or OWNER's REPRESENTATIVE of any such responsibility or liability.
- 3.5. Apply for permits from all governmental authorities having jurisdiction over the Project and furnish such approvals and consents from others as may be necessary for completion of the Project.
- 3.6. Provide such auditing service as may be required to ascertain how Contractor has used the monies paid to it under the Contract.
- 3.7. Give prompt notice to ENGINEER whenever OWNER'S REPRESENTATIVE observes developments that affect the ENGINEER's services, including defects in the work of Contractor.

SECTION 4 - PAYMENTS TO ENGINEER

4.1. Methods of Payment for Services and Expenses of ENGINEER.

- 4.1.1. OWNER shall pay ENGINEER, for Basic Services rendered under Section 1 a lump sum amount of \$135,200.00 in such amounts and at such times as are specified in Section 4.3.

4.2. Additional Services.

- 4.2.1. OWNER shall pay ENGINEER for Additional Services rendered under Section 2 as follows:
 - 4.2.1.1. General. Payment for Additional Services of ENGINEER rendered under this contract and/or referenced under paragraphs 2.1.1 through 2.1.17 inclusive shall be paid at the rates established in Exhibit B, ENGINEER's Schedule of

Rates, attached to this Agreement, when supported by invoices or as negotiated at time of authorization.

4.2.1.2 All others additional expenses: actual cost to ENGINEER based on rates referenced in Exhibit B, ENGINEER's Schedule of Rates or as previously agreed upon in writing.

4.3. Times of Payments.

4.3.1. ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For Basic Services, the statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

4.3.2. Upon conclusion of each phase of the Basic Services, OWNER shall pay such additional amount, if any, as may be necessary to bring the total compensation paid for each phase to the following percentages:

<u>PHASE</u>	<u>PERCENTAGE OF BASIC SERVICES</u>	<u>AMOUNT</u>
Preliminary Design	15%	\$ 20,280
Final Design	60%	\$ 81,120
Bidding Phase	5%	\$ 6,760
Construction	20%	\$ 27,040
TOTAL	100%	\$ 135,200

Total compensation for Basic Services shall be \$135,200.00.

4.4. Other provisions Concerning Payments.

4.3.1. In the event of termination by OWNER under paragraph 6.1 and upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of termination by OWNER during any phase of the Basic Services, ENGINEER will be paid for services rendered during that phase on the basis of Exhibit B, ENGINEER's Schedule of Rates. In the event of any termination, whether any phase is completed or not, the ENGINEER shall be paid for all requested Additional Services and Reimbursable Expenses.

SECTION 5 - CONSTRUCTION COST AND OPINIONS OF COST

5.1. Construction Cost.

The construction cost of the Project means the total cost of the Project to OWNER, but it does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for damages to properties, nor does it include OWNER's legal, accounting, insurance counseling or auditing services, or laboratory of testing services, or interest and financing charges incurred in connection with the Project. Construction Cost is one of the items comprising Project Costs which is defined in paragraph 1.2.5.

5.2. Opinions of Cost.

5.2.1. ENGINEER's opinions of the probable Project Cost and Construction Cost represent its best judgment as a professional engineering firm, familiar with the construction industry; but the ENGINEER does not guarantee that the proposals, bids or actual Project or Construction Cost will not vary from its opinions of probable cost.

5.2.2. If a Construction Cost limit is established between OWNER and ENGINEER, the following will apply:

5.2.2.1. The acceptance by OWNER at any time during the Basic Services of a revised opinion of probable Project or Construction cost in excess of the then established cost limit will constitute a corresponding revision in the Construction Cost limit.

5.2.2.2. ENGINEER will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Drawings and Specifications and to make reasonable adjustments to bring the Project within the cost limit.

5.2.2.3. If the OWNER does not solicit bids for the Project within six months after completion of the Final Design Phase, the established Construction Cost limit will not be binding on ENGINEER, and OWNER shall consent to an adjustment in cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which bids are sought.

5.2.2.4. If the lowest bona fide bid exceeds the established Construction Cost limit, OWNER shall (1) give written approval to increase cost limit, (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's extent or character. In the case of (3),

ENGINEER shall, without additional charge, modify the Contract Documents one time as necessary to bring the Construction Cost within the cost limit; subsequent modifications by the ENGINEER shall be paid for as Additional Services.

SECTION 6 - GENERAL CONSIDERATIONS

6.1. Termination.

6.1.1. OWNER may terminate this Agreement upon fifteen (15) days written notice to the ENGINEER with the understanding that all services being performed under this Agreement shall cease upon the date specified in such notice. ENGINEER shall invoice OWNER for all services completed and shall be compensated in accordance with terms of this Agreement for all services performed prior to the date specified in such notice. All drawings, field surveys, maps, estimates, investigations, studies, and other data and work related to the project will become the property of the OWNER upon termination of this Agreement.

6.1.2. Nothing contained in paragraph 6.1.1 will require the OWNER to pay for any work which is unsatisfactory as determined by the OWNER's Representative or which is not submitted in compliance with the terms of the Agreement. The Owner will not be required to make any payments to the ENGINEER when the ENGINEER is in default under this agreement, nor will this Section constitute a waiver of any rights, at law and at equity, which the OWNER may have if ENGINEER is in default, including the right to bring to action for damages or to force specific performance of this contract.

6.1.3 The ENGINEER will be responsible to use that degree of care and skill ordinarily exercised upon similar conditions in similar localities in developing contractual documents in accordance with this agreement. Where damage is caused to the OWNER due to the ENGINEER's failure to perform these circumstances, the OWNER may withhold all or any portion of the ENGINEER's payments hereunder without waiver of any of the OWNER's additional legal rights or remedies.

6.1.4 ENGINEER may terminate this Agreement upon fifteen (15) days written notice to the OWNER should the OWNER fail to satisfactorily perform its obligation herein. In the event of termination, the ENGINEER will be paid for all services rendered to date of termination. Nothing contained herein will constitute a waiver of ENGINEER's right to bring a suit for damages or to enforce specific performances of this agreement under these circumstances. In the event of termination hereunder, ENGINEER will invoice OWNER for all work

satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of the Agreement.

6.1.5 Notwithstanding anything contained herein to the contrary, the OWNER will have the right to withdraw from this Agreement on the last day of the OWNER's fiscal year in the event of non-appropriation of funds from its governing body.

6.2. **Ownership of Documents.**

All documents including drawings and specifications prepared by ENGINEER are designed specifically for the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written approval by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability to ENGINEER. Upon acceptance or approval by OWNER, all documents prepared and assembled by ENGINEER under this Agreement shall become the sole property of the OWNER and shall be delivered to OWNER, without restriction on future use. ENGINEER may make copies of any and all documents for its files.

6.3. **Venue.**

6.3.1. Venue and jurisdiction of any suit or right of action arising under or in connection with this Agreement will be exclusively in Coryell County, Texas, and any court of competent jurisdiction will interpret this agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought or concerning this agreement may recover costs of court, reasonable attorney's fees, and expert witnesses' and consultants' fees.

6.4. **Successors and Assigns.**

6.4.1. OWNER and ENGINEER each binds itself and its partners, successors, executors, administrators, assigns and legal representatives in respect to all covenants, agreements and obligations of this agreement.

6.4.2. Neither OWNER nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing independent consultants, associates and subcontractors to assist it in the performance of services hereunder.

6.4.3. Nothing herein shall be construed to give any rights or benefits to anyone other than OWNER and ENGINEER.

6.5. **Independent Contractor.**

6.5.1. In performing services under this Agreement, the relationship between OWNER and ENGINEER is that of independent contractor, and OWNER and ENGINEER by the execution of this Agreement do not change the independent status of ENGINEER. NO term or provision of this Agreement shall be construed as making ENGINEER the agent, servant, or employee of OWNER.

6.6. **Insurance.**

6.6.1. The ENGINEER will maintain at all times professional liability insurance covering any claim hereunder occasioned by the ENGINEER's negligent act, or error or omission in an amount of not less than \$250,000 per person and \$500,000 per occurrence. ENGINEER agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims-made basis, maintain the policy for a period of not less than one (1) year after the Project is complete and provide OWNER proof of such continuing coverage. ENGINEER further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if ENGINEER changes insurance carriers during this extended indemnity period.

6.6.2. ENGINEER shall also maintain general commercial liability coverage with minimum limits for damages resulting from bodily injury or death of \$250,000 per person and \$500,000 per occurrence, and \$100,000 per occurrence for property damage or a combined single limit of \$500,000. Further, said insurance policy or policies shall name the OWNER as an additional insured.

6.6.3 All insurance policies required to be maintained by ENGINEER under the provisions of this Agreement shall be written by solvent insurance company or companies reasonably acceptable to OWNER and which are duly licensed to issue such policies in the State of Texas. Said policies shall provide for at least thirty (30) days written notice to OWNER by the insurer or insurers prior to cancellation. ENGINEER shall promptly cause a certificate or certificates of insurance to be delivered to OWNER and certificate or certificates evidencing renewals thereof shall be delivered to OWNER at least thirty (30) days prior to the expiration of the respective policy terms.

6.7. Indemnity.

6.7.1 The liability of the ENGINEER shall be limited to the amount of any insurance coverage available to satisfy any claim made within the scope of any such coverage in existence at the time that the claim is first made. ENGINEER represents and warrants that he has and shall attempt to maintain professional liability ("errors and omissions") insurance in the amount of \$1,000,000.00 and general liability insurance in the amount of \$1,000,000. Engineer will provide evidence of such insurance.

6.8 Compliance with Laws

6.8.1. ENGINEER, its consultants, agents, and employees and subcontractors, shall comply with all applicable Federal and State laws, the Charter and Code of Ordinances of the City of Copperas Cove, and all other applicable rules and regulations promoted by all local, State, and Federal boards, bureaus, and agencies.

6.9 Section Headings

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

6.10 Legal Construction.

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

6.11. Contract Agreement

6.11.1. This Agreement, together with referenced attachments, constitutes the entire Agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement and said attachments may only be amended, supplemented, modified or canceled by a duly executed written instrument signed by both parties.

6.12.2. The City Council of Copperas Cove authorized the City Manager to enter into this Agreement on the _____ day of _____, 2008.

EXECUTED, this the _____ day of _____, 2008.

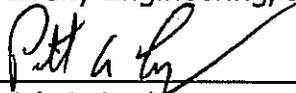
OWNER:

ENGINEER:

City of Copperas Cove, Texas

River City Engineering, Ltd.

Andrea Gardner
City Manager



Patrick A. Lackey, P.E.
President

(SEAL)

(SEAL)

(If a corporation)

ATTEST:

ATTEST:

APPROVED AS TO FORM:

**EXHIBIT A
TO
AGREEMENT BETWEEN THE CITY
OF COPPERAS COVE, TEXAS AND
RIVER CITY ENGINEERING, LTD.
FOR
PROFESSIONAL SERVICES**

Project: Mesa Verde Elevated Storage Tank Project

Scope: Provide basic professional engineering services as outlined in the Agreement for the Mesa Verde Elevated Storage Tank Project. These improvements include construction of a 300,000 gallon elevated storage tank, yard piping, electrical, control and instrumentation, and miscellaneous site improvements. This proposal does not include services required for the extension of a 12-inch water line along Skyline Drive or 1.2 million gallon ground storage tank, pump station and water line to FM 1113.

Surveying for design shall be provided by the development partners. A geotechnical investigation including soil tests, borings, and design and construction recommendations will be included as part of basic services. Tank erection, welding and coating inspection will be included as part of basic services. Construction surveying shall be limited to providing horizontal and vertical control one time only for the construction contractor.

The project budget for engineering and construction is a total of \$1,308,200. Refer to following project cost summary.

Project Cost Summary

Construction Cost		\$1,020,000
Contractor Bonding, Insurance and Mobilization	\$50,000	
300,000 Gallon Pedisphere Elevated Tank	\$885,000	
Yard Piping / Site Work	\$35,000	
Electrical, Control and Instrumentation	\$50,000	
Construction Contingency (15%)		\$153,000
Engineering		\$107,300
Geotechnical Investigation		\$ 6,700
Tank Construction Inspection		\$ 21,200
Total Project Cost		\$1,308,200

**EXHIBIT B
TO
AGREEMENT BETWEEN THE CITY
OF COPPERAS COVE, TEXAS AND
RIVER CITY ENGINEERING, LTD.
FOR
PROFESSIONAL SERVICES**

River City Engineering, Ltd.

2008 HOURLY RATE SCHEDULE

Principal Registered Engineer	\$150.00
Registered Engineer	\$125.00
Three-person Survey Crew (Includes vehicle and equipment)	\$120.00
Registered Public Land Surveyor	\$100.00
Graduate Engineer	\$100.00
Project Representative (Includes vehicle and equipment)	\$100.00
GIS Analyst	\$ 85.00
Design Technician	\$ 85.00
Drafter / CADD Operator	\$ 75.00
Administrative / Secretarial Personnel	\$ 45.00
Design Clerk	\$ 35.00
Non-Labor Expense	Billed at Cost Plus 15%
Sub-consultants	Billed at Cost Plus 15%

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-11

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

SUBJECT: Consideration and action on authorizing the City Manager to execute an agreement between the City of Copperas Cove and River City Engineering, LTD. for professional engineering services associated with the construction of the Mesa Verde Water Project in the amount of \$135,200.

1. BACKGROUND/HISTORY

On May 20, 2008, City Council approved an Economic Development Agreement between the City of Copperas Cove and Mesa Verde Partnership. The agreement provides for water improvements to be completed by the City with the developer contributing \$700,000 and the City contributing \$620,750. The funds contributed by the developer are to be repaid by the City to the developer in the form of economic development grant payments. The City is granted the authority under Chapter 380 of the Texas Local Government Code to make grants and loans in the area of economic development.

2. FINDINGS/CURRENT ACTIVITY

River City Engineering estimates the project construction cost of \$1,173,000 and the project is planned to include the construction of a 300,000 gallon elevated storage tank, yard piping/site work and electrical, control and instrumentation. The Geotechnical Investigation and the Tank Construction Inspection will be included as Basic Engineering Services for this project.

3. FINANCIAL IMPACT

The total cost for the project engineering services is \$135,200. Sufficient funds exist in account 76-4615-8500-9036 to cover the engineering fees for this project.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council authorize the City Manager to execute an agreement between the City of Copperas Cove and River City Engineering, LTD. for professional engineering services associated with the construction of the Mesa Verde Water Project in the amount of \$135,200.



Evaluation of Independent Contractor

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

Name and Title: F.W. Price, Judge of the Municipal Court – Independent Contractor Position
Contract Beginning Date: January 3, 2008 **Contract Ending Date:** January 3, 2010

Functional areas as listed in Independent Contractor Agreement:

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

Comments for evaluation:

VACANT

Mayor

Council member/Mayor Pro Tem

Council member

F.W. Price, Contractor

Date

Acknowledgement of City Secretary for Filing

Date

ARTICLE V. LEGAL DEPARTMENTS AND MUNICIPAL COURT

Sec. 5.03. Municipal judge.

There shall be a magistrate of the municipal court known as the "judge of the municipal court", appointed by the city council for a period of two years, or until resignation, or replacement by the city council for cause, whichever shall occur earlier. He/she shall receive such compensation as may be fixed by the city council.

The city council and the mayor shall evaluate the municipal judge annually, and each council member and the mayor shall sign the evaluation.

Further, the city council may appoint an associate municipal judge to serve in the absence of the municipal judge. The associate judge shall serve at the discretion of the city council, who shall fix his/her compensation.

(Amended 4-2-83; Amended 5-1-93; As Amended 5-3-97; Ord. No. 2003-03, § 1, 2-4-03/5-3-03; Ord. No. 2003-09, §§ 1--3, 5-6-03/5-3-03; Ord. No. 2008-17, § 3, 5-10-08/5-20-08)

State law references: Municipal Courts, V.T.C.A., Government Code, Chap. 29 and Art XI, Sec. 11, Texas Constitution as they are amended, may be amended or disposed of in the future.

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-12

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

SUBJECT: Conducting the annual evaluation for the Municipal Judge.

1. BACKGROUND/HISTORY

Section 5.03 of the City of Copperas Cove charter states that the City Council and the Mayor shall evaluate the Municipal Judge annually, and each council member and the mayor shall sign the evaluation.

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove entered into an Independent Contractor Agreement with F.W. Price, Municipal Court Judge, on January 3, 2008. This Agreement commenced on January 3, 2008 and will terminate on January 3, 2010. Additionally either party shall have the right to terminate the Agreement upon 30 days' written notice to the other party. A form has been attached to this item for the City Council's use.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends City Council complete the evaluation of the Municipal Court Judge in accordance with the City's Charter.

Sec. 5.02. Municipal court.

There shall be a court for the trial of misdemeanor offenses known as the "Municipal Court of Copperas Cove, Texas," with such powers and duties as are given and prescribed by laws of the State of Texas and this charter.

The municipal court shall be presided over by a magistrate, who shall be known as "the judge of the municipal court."

The court shall be served by a clerk, to be known as the "municipal court clerk", who shall be a city employee.

All fines imposed by the municipal court, or by any court in cases appealed from judgments of the municipal court, shall be paid into the city treasury for the use and benefit of the city. The municipal judge will review with the city attorney all ordinances that are suspected for or need review by the city council for updating or deletion as a city ordinance.

(As Amended 5-1-93; Ord. No. 2008-17, § 3, 5-10-08/5-20-08)

State law references: Municipal Courts, V.T.C.A., Government Code, Chap. 29 as amended, may be amended or disposed of in the future.

Sec. 5.03. Municipal judge.

There shall be a magistrate of the municipal court known as the "judge of the municipal court", appointed by the city council for a period of two years, or until resignation, or replacement by the city council for cause, whichever shall occur earlier. He/she shall receive such compensation as may be fixed by the city council.

The city council and the mayor shall evaluate the municipal judge annually, and each council member and the mayor shall sign the evaluation.

Further, the city council may appoint an associate municipal judge to serve in the absence of the municipal judge. The associate judge shall serve at the discretion of the city council, who shall fix his/her compensation.

(Amended 4-2-83; Amended 5-1-93; As Amended 5-3-97; Ord. No. 2003-03, § 1, 2-4-03/5-3-03; Ord. No. 2003-09, §§ 1--3, 5-6-03/5-3-03; Ord. No. 2008-17, § 3, 5-10-08/5-20-08)

State law references: Municipal Courts, V.T.C.A., Government Code, Chap. 29 and Art XI, Sec. 11, Texas Constitution as they are amended, may be amended or disposed of in the future.

City of Copperas Cove

City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-13

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

SUBJECT: Consideration and action on continuing or terminating the Independent Contractor Agreement with F.W. Price, Municipal Court Judge and the City of Copperas Cove as approved in on January 3, 2008.

1. BACKGROUND/HISTORY

The City of Copperas Cove entered into an Independent Contractor Agreement with F.W. Price, Municipal Court Judge, on January 3, 2008. This Agreement commenced on January 3, 2008 and will terminate on January 3, 2010 with the Agreement renewing automatically. Additionally either party shall have the right to terminate the Agreement upon 30 days' written notice to the other party.

2. FINDINGS/CURRENT ACTIVITY

F.W. Price is an Independent Contractor with the City of Copperas Cove that provides legal services to the City of Copperas Cove as its Municipal Court Judge in accordance with Sections 5.02 and 5.03 of the City's Charter.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council and Mayor Pro Tem

- a. Continue with the Agreement as adopted on January 3, 2008 or
- b. Terminate the Agreement as adopted on January 3, 2008 by providing 30 days' written notice to F.W. Price.



Evaluation of Independent Contractor

The City of Copperas Cove Charter, Sec. 5.01 states the City Council and the Mayor shall evaluate the City Attorney annually, and each Council Member and the Mayor shall sign the evaluation.

Name and Title: James R. Thompson, City Attorney – Independent Contractor Position

Contract Beginning Date: January 3, 2008

Contract Ending Date: Upon 180 days’ notice to either party

Functional areas as listed in Independent Contractor Agreement:

A. Shall represent the City of Copperas Cove in all litigation; be the City’s legal advisor and counsel for all departments of the City.

B. Shall review any and all ordinances considered suspect for change or deletion and cause said ordinance to be brought before the City Council with recommendations.

C. Shall represent the City in all matters before the Copperas Cove Municipal Court or the appeal of any cases from that court.

D. Shall provide the services of a qualified legal assistant who is subject to approval by the City Council to assist the attorney in clerical work required by the duties of the City Attorney.

Comments for evaluation:

VACANT

Mayor

Council member/Mayor Pro Tem

Council member

James R. Thompson, Contractor

Date

Acknowledgement of City Secretary for Filing

Date

ARTICLE V. LEGAL DEPARTMENTS AND MUNICIPAL COURT

Sec. 5.01. City attorney.

The city council shall appoint a competent attorney, licensed by the State of Texas, who shall be its "city attorney". The city attorney shall serve at the discretion of the city council. The city attorney shall designate assistant(s) city attorney and submit the name(s) to the city council for concurrence, if the council appropriates sufficient funds for that position. The city attorney shall receive for his/her services such compensation as may be fixed by the council. The city attorney shall appear, in any court, on behalf of the city.

The city attorney shall represent the city in all litigation. He/she shall be the legal advisor, counsel for the city, and counsel for the departments of the city.

The city attorney shall review any and all ordinances considered suspect for change or deletion and cause said ordinance to be brought before the city council with his/her recommendations. The city council and the mayor shall evaluate the city attorney annually, and each council member and the mayor shall sign the evaluation.

(Amended 5-1-93; As Amended 5-3-97; Ord. No. 2003-03, § 1, 2-4-03/5-3-03; Ord. No. 2008-17, § 3, 5-10-08/5-20-08)

City of Copperas Cove

City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-14

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

SUBJECT: Conducting the annual evaluation for the City Attorney.

1. BACKGROUND/HISTORY

Section 5.01 of the City of Copperas Cove charter states that the City Council and the Mayor shall evaluate the City Attorney annually, and each council member and the mayor shall sign the evaluation.

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove entered into an Independent Contractor Agreement with James R. Thompson, City Attorney on January 3, 2008. This Agreement commenced on January 3, 2008 and continues until terminated by Mr. Thompson or the City of Copperas Cove, upon 180 days notice to either party. A form has been attached to this item for the City Council's (serving on City Council at least 90 days) use.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends City Council complete the evaluation of the City Attorney in accordance with the City's Charter.

ARTICLE V. LEGAL DEPARTMENTS AND MUNICIPAL COURT

Sec. 5.01. City attorney.

The city council shall appoint a competent attorney, licensed by the State of Texas, who shall be its "city attorney". The city attorney shall serve at the discretion of the city council. The city attorney shall designate assistant(s) city attorney and submit the name(s) to the city council for concurrence, if the council appropriates sufficient funds for that position. The city attorney shall receive for his/her services such compensation as may be fixed by the council. The city attorney shall appear, in any court, on behalf of the city.

The city attorney shall represent the city in all litigation. He/she shall be the legal advisor, counsel for the city, and counsel for the departments of the city.

The city attorney shall review any and all ordinances considered suspect for change or deletion and cause said ordinance to be brought before the city council with his/her recommendations. The city council and the mayor shall evaluate the city attorney annually, and each council member and the mayor shall sign the evaluation.

(Amended 5-1-93; As Amended 5-3-97; Ord. No. 2003-03, § 1, 2-4-03/5-3-03; Ord. No. 2008-17, § 3, 5-10-08/5-20-08)

City of Copperas Cove

City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-15

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

SUBJECT: Consideration and action on continuing or terminating the Independent Contractor Agreement with James R. Thompson, City Attorney and the City of Copperas Cove as approved in on January 3, 2008.

1. BACKGROUND/HISTORY

The City of Copperas Cove entered into an Independent Contractor Agreement with James R. Thompson, City Attorney on January 3, 2008. This Agreement commenced on January 3, 2008 and continues until terminated by Mr. Thompson or the City of Copperas Cove, upon 180 days notice to either party.

2. FINDINGS/CURRENT ACTIVITY

James R. Thompson is an Independent Contractor with the City of Copperas Cove that provides legal services to the City of Copperas Cove as its City Attorney in accordance with Section 5.01 of the City's Charter.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council and Mayor Pro Tem

- a. Continue with the Agreement as adopted on January 3, 2008 or
- b. Terminate the Agreement as adopted on January 3, 2008 by providing 180 days' written notice to James R. Thompson.

Copperas Cove Hospital Authority
Copperas Cove, Texas 76522

received
7/11/08
J. Lees

July 3, 2008

Jane Lees
City Secretary
City of Copperas Cove
P.O. Drawer 1449
Copperas Cove, Texas 76522

Dear Ms. Lees:

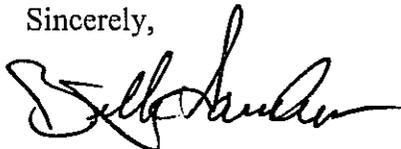
Under the provisions of ARTICLE I of the Bylaws of the Board of Trustees of the Copperas Cove Hospital Authority, City of Copperas Cove dated October 10, 1993 and the Ordinance by the City Council of the City of Copperas Cove, Texas creating a Hospital Authority dated February 18, 1966, the appointment of some of the current Copperas Cove Hospital Authority members will expire in August 2008.

Place 1 – John Noel
Place 4 – Harold Irlbeck
Place 8 – Earl Trabue
Place 11 – Ross Caviness

Note that Place 6 – Jack Hemingway has resigned due to health reasons and has not been filled to date.

Transmitted herewith are the applications of recommended appointments and re-appointments for appropriate action by the Copperas Cove City Council. These appointments and re-appointments will be effective for a two (2) year period effective September, 2008 and ending August 31, 2010.

Sincerely,



Billy Sanders
Secretary
Copperas Cove Hospital Authority

/bj

Enclosure

COPPERAS COVE HOSPITAL AUTHORITY
BOARD MEMBER LISTING
TWO-YEAR TERMS – SEPTEMBER 1 THROUGH AUGUST 31

	Name	Address/Phone Number	Date Appointed	Term of Appt.
1	John Noel	617 Judy Lane Copperas Cove, TX 76522 H: (254) 547-3770 W: (254) 547-2235	09/05/06	09/01/06 – 08/31/08
2	Randy Sutton	PO Box 2489 Harker Heights, TX 76548 W: (254) 616-2265 randys@fsbcentex.com	08/21/07	09/01/07 – 08/31/09
3	Randy Curtis	121 Windridge Harker Heights, Tx 76548 H: (254) 699-3491 randyc@heightslumbersupply.com	08/21/07	09/01/07 – 08/31/08
4	Harold Irlbeck	P.O. Box 488 Copperas Cove, Tx 76522 W: (254) 547-2171 Harold@lott-vernon.com	08/21/07	09/01/07 – 08/31/09
5	Diane Connell	1802 E Centex Exp Killeen, TX 76541 H: (254) 289-1829 W: (254) 200-4640 dconnell@connellcars.com	09/05/06	09/01/06 – 08/31/08
6	VACANT			09/01/07 – 08/31/09
7	VACANT			09/01/06 – 08/31/08
8	Earl Trabue	714 Houston Copperas Cove, TX 76522 H: 547-6474 ccscurly@hotmail.com	08/21/07	09/01/07 – 08/31/09
9	Billy Sanders	1115 N. Main Street Copperas Cove, TX 76522 H: (254) 547-9859 W: (254) 547-7470	09/05/06	09/01/06 – 08/31/08
10	Janie French	709 Houston Copperas Cove, TX 76522 H: (254) 547-6809 ffrench@hotmail.com	08/21/07	09/01/07 – 08/31/09
11	Ross Caviness	2201 S WS Young Dr Suite 105A H: (254) 526-4434 W: (254) 526-4400 rosscaviness@gmail.com	09/05/06	09/01/06 – 08/31/08

Henderson Garrett
Barbara Alber, Executive Assistant,
Metroplex Health System (254) 519-8165,
Fax: (254) 526-3483, barbara.alber@ahss.org

Appointment Resource Form For Boards and Commissions

Name John Noel
Address 617 Judy Lane, Copperas Cove, Texas 76522
Home Phone 254-547-3770
Office Phone n/a
Fax n/a
E-mail _____

I would like to be considered for the following:

- | | |
|--|---|
| <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Hospital Authority |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Gold Advisory Committee |
| <input type="checkbox"/> Electrical Examining & Advisory Board | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Holiday Decoration Committee |

Occupation Retired Principal
Volunteer/Community Service Several years
Professional Affiliations TEPSA
Areas of Interest _____
Education MA Education

Please return this form along with your resume to:

City Secretary
P.O. Drawer 1449
507 South Main Street
Copperas Cove, Texas 76522

(254) 547-4221
Fax (254) 547-5116

Resume

John E. Noel

Education

BA Mathematics
BA Business
BA Economics
MA Administration
MA Counseling

Employment

Copperas Cove ISD (29 years)
Jr. High Math teacher
Jr. High Counselor
Intermediate School Assistant Principal
Intermediate Principal

Volunteer/Community Service

JAYCEES
Copperas Cove Exchange Club
City League Coach (soccer, baseball, fast pitch softball, basketball, flag football)
Hospital Authority Board

received
10/21/07 Jiles

Appointment Resource Form For Boards and Commissions

Name Randy Curtis

Address 121 Windridge, Harker Heights, TX 76548

Home Phone 254-698-3943

Office Phone 254-699-3491

Fax 254-699-3321

E-mail hhlumber@nlink.com ^{Randy C} @ heightslumber.com

I would like to be considered for the following:

- | | |
|--|---|
| <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Hospital Authority |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Gold Advisory Committee |
| <input type="checkbox"/> Electrical Examining & Advisory Board | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Holiday Decoration Committee |

Occupation General Manager Lumber & Hardware (retail)

Volunteer/Community Service Trustee Central Christian Church, Lion's Club, Lion's

Foundation, Boys & Girls Club Killeen, Director

Professional Affiliations Homebuilders Assoc, Director Lumbermen's Association of

Texas, Director First National Bank, Texas KILLEEN

Areas of Interest Collecting Southwestern artifacts, hunting, fishing traveling

Education BS Mary Hardin Baylor 1972, Business

Please return this form along with your resume to:

City Secretary
P.O. Drawer 1449
507 South Main Street
Copperas Cove, Texas 76522

(254) 547-4221
Fax (254) 547-5116

Appointment Resource Form For Boards and Commissions

Name Diane Connell
Address 1802 E. Central Texas Expressway, Killeen, Texas 76541
Home Phone 254-699-1944
Office Phone 254-200-4600
Fax 254-200-4680
E-mail dconnell@connellcars.com

I would like to be considered for the following:

- | | |
|--|---|
| <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Hospital Authority |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Gold Advisory Committee |
| <input type="checkbox"/> Electrical Examining & Advisory Board | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Holiday Decoration Committee |

Occupation Car dealer
Volunteer/Community Service See Resumé
Professional Affiliations Texas Automobile Dealers Association, Texas Thoroughbred Association, Thoroughbred Owners & Breeders
Areas of Interest Arts, Equestrian Activities
Education Bachelor of Arts, University of Texas, Austin (1967)

Please return this form along with your resume to:

City Secretary
P.O. Drawer 1449
507 South Main Street
Copperas Cove, Texas 76522

(254) 547-4221
Fax (254) 547-5116

DIANE MOORE CONNELL

EXPERIENCE

1974 – Present

Business

- 2002: Connell Chevrolet, Killeen, TX: Dealer Operator
Grand Chevrolet, Copperas Cove, Tx: Dealer Operator
- President, Nolan Creek Farm 1985 to present
- Director, Texas Automobile Dealers Association

Personal Investments/Community Charity projects

- Director, Killeen Chamber of Commerce 2004-2006
 - Committee Chair, Government Affairs
- Director & President, Peaceable Kingdom Retreat for Children 2004-2006
- Director, Copperas Cove Hospital Authority 2004-2007
- Director, Heart of Texas Defense Alliance 2004-2006
- Steering Committee, Bell County Museum 2003 Capital Campaign
- Director, Central Texas College Foundation 2004-2006
- Director, Texas Horse Racing Hall of Fame 2004-2006
- Member Friends of West Point
- Founding Chairman of Vive Les Arts Societe (1976 - 1982) Killeen, TX
- Treasurer, Vive Les Arts 2005-2007
- Chairman of \$1.3 million Capital Campaign for Vive Les Arts Center for the Performing Arts 1985
- Chairman, Operation Wildflower 1983-1986
- Vice-Chairman, Killeen Centennial Commission 1982
- Commissioner, Killeen Bi-Centennial Celebration 1976

1972 - 1974

Real Estate Agent with Amelia Bullock Realtors, Austin, Texas

1967 - 1972

Political Office Staffs

- Austin office manager, Lloyd Bentsen Senate Campaign (1970-1971)
- Staff secretary, Texas Speaker of the House
- Social Secretary, Rep. Olin E. Teague, Washington, D.C.

RESUME FOR DIANE MOORE CONNELL

EDUCATION

- 1964 - 1967 UNIVERSITY OF TEXAS at AUSTIN
 - Bachelor of Arts in International Studies
 - Graduated Cum Laude
- 1962 - 1964 OREGON STATE UNIVERSITY

PROFESSIONAL

- Texas Real Estate Broker's License
- Texas Property & Casualty Insurance License
- Texas Horse Racing Owner's License

INTERESTS

Equestrian Sports, Thoroughbred Racing, Fine Arts

Appointment Resource Form for Boards and Commissions

Name BILLY R. SANDERS

Address 1115 NORTH MAIN STREET

Home Phone (254) 547-9859

Office Phone (254) 547-7470, EXT. 6

Fax (254) 547-1124 Cellular (254) 290-0290

E-mail pastor trinitylivingcenter.org

I would like to be considered for the following:

- | | |
|--|---|
| <input type="checkbox"/> Planning and Zoning Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Hospital Authority |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Golf Advisory Committee |
| <input type="checkbox"/> Electrical Examining & Advisory Board | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Holiday Decoration Committee |

Occupation Trinity Living Center PASTOR & Child Care ADMINISTRATOR

Volunteer/Community Service Hospital Board, Jack Welch Foundation, Rotary Chamber of Commerce, Cove Quarterback Club, & Emmaus Community

Professional Affiliations Cove Ministerial Alliance, Central Texas Chariots of Light Area Leader, Southwest Texas District & Who's Who

Areas of Interest Motorcyclist, Fishing, Golfing, Hunting & Traveling

Education Master in Theology

Please return this form along with a resume to:

City Secretary
P O Drawer 1449
507 South Main Street
Copperas Cove TX 76522

254-547-4221
Fax 254-547-5116

CITY OF COPPERAS COVE

RESUME

Billy Rex Sanders
1891 North Highway 116
Copperas Cove, TX 76522
(254) 547-9859

Employment Experience

January 1983 – present	Trinity Living Center & Child Care Center 1115 North Main Street Copperas Cove, TX 76522
	Pastor & Administrator
August '01 – August '04	Southwest Texas District PC of G 3107 Ranch Road 12 P. O. Box 766 San Marcos, TX 78667
	Secretary & Treasurer

Education

2003 – 2004	Life Christian University Tampa, FL	Master of Theology
1987 – 1991	School of Bible Theology San Jacinto, CA	Bachelor of Theology
1977 – 1979	Central Texas College Killeen, TX	Associate of Arts
1965 – 1969	Pomona High School Pomona, KS	Diploma

Special Skills

counseling
clerical

References

References will be provided on request

Appointment Resource Form For Boards and Commissions

Name James Ross Caviness

Address 1075 Llewellyn, Killeen, Texas 76541

Home Phone 254-526-4434

Office Phone 254-526-2309

Fax _____

E-mail _____

I would like to be considered for the following:

- | | |
|--|---|
| <input type="checkbox"/> Planning & Zoning Commission | <input type="checkbox"/> Housing Authority |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Hospital Authority |
| <input type="checkbox"/> Library Advisory Board | <input type="checkbox"/> Gold Advisory Committee |
| <input type="checkbox"/> Electrical Examining & Advisory Board | <input type="checkbox"/> Economic Development Corporation |
| <input type="checkbox"/> Cemetery Committee | <input type="checkbox"/> Holiday Decoration Committee |

Occupation State Farm Insurance

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest _____

Education MBA (Baylor)

Please return this form along with your resume to:

City Secretary
P.O. Drawer 1449
507 South Main Street
Copperas Cove, Texas 76522

(254) 547-4221
Fax (254) 547-5116

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-2

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

SUBJECT: Consideration and action on appointment/re-appointment of members to the Copperas Cove Hospital Authority Board of Directors.

1. BACKGROUND/HISTORY

In 1966 the City Council created the Copperas Cove Hospital Authority. The Authority was to be governed by eleven (11) Board of Directors each to be appointed by the City Council for terms of two years. On September 15, 1998, Council amended the ordinance creating the authority to stagger the terms.

The City of Copperas Cove's Code of Ordinances states: *Sec. 8-4. Same-- Board of directors. (a) The hospital authority shall be governed by a board of directors consisting of eleven (11) members, to be appointed by the city council. Each board member shall occupy a position on the hospital authority, such positions being numbered one (1) through eleven (11) consecutively.*

(b) Each member of the board of directors shall serve for a term of two (2) years except during the first year in which the staggered terms are established. During this first year, the even numbered positions shall serve for a period of only one (1) year. At the end of this one (1) year period, the city council shall appoint six (6) members to the even-numbered positions of the board of directors for a period of two (2) years. During the first year in which the staggered terms are established, the odd-numbered positions shall serve for a period of two (2) years. Thereafter, the six (6) members of the even-numbered positions shall be appointed every odd-number year and the five (5) members of the odd-numbered positions shall be appointed every even-numbered year, each member serving a term of office for two (2) years.

(c) Each of the eleven (11) directors appointed shall qualify by executing the oath of office required of appointed officials of the state.

2. FINDINGS/CURRENT ACTIVITY

The City received a letter from the Copperas Cove Hospital Authority, along with applications, requesting that the City Council re-appoint Board Members to the positions whose terms expire on August 31, 2008. Those positions are as follows:

Position 1 John Noel
Position 3 Randy Curtis
Position 5 Diane Connell
Position 7 (*Vacant*)
Position 9 Billy Sanders
Position 11 Ross Caviness

In addition to the vacancy in Position Seven, please note that Position Six is also vacant as this time due to a resignation.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council appoint/re-appoint individuals to the Copperas Cove Hospital Authority Board for two-year terms to begin September 1, 2008 through August 31, 2010.

ORDINANCE NO. 2008-26

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 11, MUNICIPAL UTILITIES AND SERVICES, ARTICLE IV, SOLID WASTE COLLECTION AND DISPOSAL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, The City of Copperas Cove's Solid Waste Department Staff, City Attorney, and Municipal Court Judge, and City Staff have studied and reviewed the current Solid Waste Collection and Disposal Ordinance; and

WHEREAS, The City of Copperas Cove's Solid Waste Department Staff, City Attorney, and Municipal Court Judge, and City Staff have proposed amendments to Chapter 11, Municipal Utilities and Services, Article IV, Solid Waste Collection and Disposal Ordinance; and

WHEREAS, The City Council held a workshop April 1, 2008 to discuss the proposed amendments.

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

SECTION 1.

That the City of Copperas Cove's Code of Ordinances, Chapter 11, Municipal Services and Utilities, Article IV, Solid Waste Collection and Disposal is hereby amended, and "Exhibit A" attached hereto is made a part of this ordinance and for all purposes reflects the changes to Chapter 11, Municipal Services and Utilities, Article IV, Solid Waste Collection and Disposal, whether amended, added or deleted from the Code of Ordinances, is hereby adopted and incorporated herein as if fully set out.

SECTION 2.

That any ordinances or resolutions or part of ordinances or resolutions in conflict with the provisions of this Solid Waste Collection and Disposal Ordinance are hereby repealed to the extent of such conflict.

SECTION 3.

That should any section, clause, or provision of the Solid Waste Collection and Disposal Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall

not affect the validity of this ordinance or any other ordinance of the City as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 4.

That these amendments shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 19th day of August 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.

Robert L. Reeves, Mayor ProTem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney

Chapter 11

MUNICIPAL UTILITIES AND SERVICES

ARTICLE IV. SOLID WASTE COLLECTION AND DISPOSAL*

Sec. 11-50. General penalty; continuing violations; citation authority.

- (a) In this section “violation of this code” means:
 - (1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance;
 - (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
 - (3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.
- (b) In this section “violation of this code” does not include the failure of a city officer or employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section.
- (c) Except as otherwise provided, a person convicted of a violation of this code shall be punished by a fine not exceeding five hundred dollars (\$500.00), except that a fine not exceeding two thousand dollars (\$2,000.00) may be imposed for violation of provisions that govern fire safety, zoning, or public health and sanitation, including dumping of refuse. The penalty imposed for a violation of this code shall not exceed or be less than the penalty prescribed by state law for the same offense. With respect to violations of this code that are continuous with respect to time, each day the violation continues is a separate offense.
- (d) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise.
- (e) Violations of this code that are continuous with respect to time may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief or civil or quasi-judicial enforcement of a violation of this code.
- (f) All persons duly designated to be code enforcement officers are hereby authorized to enforce all provisions of this code by prescribed administrative procedures for relief, or to issue and serve citations for violations of this code. The citation authority granted by this section shall be in addition to, and not to the exclusion of, all other remedies, methods, or proceedings provided by law for enforcement of this code. Moreover unless specifically stated elsewhere in this code, the enforcement and citation authority granted herein to code enforcement officers shall not be construed to limit or impinge upon the authority or actions of police officers, firefighters, fire marshals, or inspectors of any department, to discharge their respective duties in the enforcement of this code.

(Ord. No. 2000-06, § 1, 2-1-00)

State law reference(s)—Penalties for ordinance violations, V.T.C.A., Local Government Code § 54.001 et seq.

Sec. 11-51. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates or requires a different meaning.

- Approved Receptacle: (a) A container of various sizes furnished by the city to residential and commercial customers to store solid waste for collection.
- (b) A plastic bag having sufficient wall strength, a thickness of not less than 2 mils, to maintain physical integrity when lifted at the top, the opening closed by tie or other seal, and contents not weighing more than forty (40) pounds.
- Automated Collection: The collection of municipal solid waste by a garbage truck equipped with a mechanical lifting device which will empty garbage containers.
- Automated Container: A container provided by the City of varying capacity used for garbage collection.
- Bag: Plastic sack or trash compactor sacks designed to store refuse and having sufficient wall strength, a thickness of no less than two (2) mils, to maintain physical integrity when lifted at the top, with opening closed.
- Biodegradable: Decomposable by natural process.
- Brush: Cuttings or trimmings from trees, shrubs, or lawns and similar materials.
- Bulky Waste: Large objects or stable matter with weights and/or dimensions and proportions greater than those allowed for in basic collection, including but not limited to mattresses, bed frames, dressers, items with physical characteristics that will not allow them to fit into the container, and bundles in excess of forty pounds (40 lb.) in weight. This definition shall exclude household waste, construction debris, dead animals, or hazardous waste.
- Business: As used herein, shall mean any commercial operation, or any usage of property for other than residential purposes, involving the employment of any individual, or the sale or manufacture of any product.
- Church: A place for the purpose of religious study, worship, fellowship, education and contemplation, including but not limited to a sanctuary, parish house, public school, parochial school, rectory or convent. For the purpose of this ordinance, real property used as a church shall be considered a commercial usage.
- Chlorofluorocarbons (CFC's): Coolant found in air conditioners, freezers and refrigerators.
- City: The City of Copperas Cove located in Coryell and Lampasas County, Texas.

Collection:	The act of removing solid waste (or materials that have been separated for the purpose of recycling) for transport elsewhere.
Collection Day:	Monday, Tuesday, Wednesday, Thursday, or Friday between 7:00 am and 5:00 pm in accordance with the current collection schedule.
Collection Frequency:	The number of times per week that collection service is provided.
Collection/Service Stop:	A term used to describe a unique address that is a point of collection and requires the collection vehicle to stop and collect solid waste and/or recyclables, or other materials.
Collection System:	A combination of the various components (e.g. Automated side loading vehicle, front loading vehicle, rear loading vehicle, roll off vehicle, and pickup truck with trailer).
Commercial Customer:	Any enterprise or establishment whose main purpose is to carry on a commercial activity whether for profit or not, and typically includes, but not limited to, such enterprises as: hotels, motels, restaurants, fast food establishments, retail stores, schools, offices, shopping centers/malls/plazas, factories/manufacturing facilities, warehouses, and high density occupied dwellings such as apartment complexes and mobile home parks.
Construction Waste:	Waste resulting from construction or demolition projects, remodeling or repair; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to paper, cartons, gypsum board, wood, rubber, and plastics.
Curblin:	The area directly behind the curb. In the absence of a curb, the area directly behind the edge of the roadway.
Customer:	A person, firm, partnership, association, corporation, governmental entity, or other entity receiving service provided from the City.
Superintendent:	City official appointed by the City Manager, whose responsibility is the overall direction of a specific department or division.
Disabled Household:	A residential dwelling unit where all occupants over the age of sixteen (16) are physically incapable of transporting garbage and/or rubbish to the property curbside. A statement or certification from a licensed medical doctor shall be required to substantiate the incapacity.
Disposal Site:	A managed area of land upon which solid waste is disposed of in accordance with standards, rules or orders established by the Texas Commission on Environmental Quality (TCEQ).
Excess Garbage:	Garbage or rubbish that will not fit into the City issued approved receptacle but may be put in plastic bags, not larger than 33 gallons, and placed at the curb at least three (3) feet from the approved receptacle.

Garbage:	Shall mean solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.
Hazardous Waste Material:	Any commercial or residential garbage, trash, rubbish or other solid waste identified or listed as a hazardous waste by the administrator of the U. S. Environmental Protection Agency (EPA) pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., as amended.
Litter:	Any man-made or man-used object, organic or inorganic material, or solid waste and specifically includes trash which is not placed in: a container, or an authorized sanitary waste disposal site; or another approved area, depository, a vehicle designated for transport or disposal of litter, trash, garbage or waste.
Manual Collection:	A method of collecting solid waste where the operator and/or collector(s) leave the collection vehicle and manually empty the approved receptacle(s). Approved receptacle(s) may be brought to the point of collection by the generator or a member of the collection crew.
Mechanical Assistance:	The use of city owned equipment to remove unauthorized items from the dumpster or roll off container, such as appliances, couches, mattresses, motorcycles, etc.
Missed Service:	Residential or Commercial customers whose containers were not collected because they were not placed at the required point of collection on time or were blocked when the collection vehicle arrived.
Municipal Solid Waste:	Solid waste resulting from or incidental to municipal community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other solid waste other than industrial solid waste.
Non-collection Material:	Materials that shall not be collected by the solid waste department, including, but not limited to, rock, dirt, manure, dead animals, tire and wheel combinations, tires, hazardous waste material, lead acid batteries, engines, lawn mowers, riding mowers, liquid waste of any kind, vehicle bodies, boats, mobile homes, trailers, campers, and other items of like size; waste from undeveloped property, and landscaping waste for new homes or commercial sites.
Overloaded Container:	A container in which the capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly.
Point of Collection:	A geographical point on a customer's property where approved receptacles are placed for collection service.

- Premises:** Businesses, houses, boardinghouses, theaters, hotels, restaurants, cafes, eating houses, tourist camps, apartments, sanitariums, rooming houses, schools, private residences, vacant lots and all other places within the city where garbage, trash or rubbish accumulates in ordinary quantities.
- Putrescible Waste:** Organic wastes, such as garbage, waste water treatment plant sludge, and grease trap waste, that is capable of being decomposed by microorganisms with sufficient rapidity as to cause odors or gases or is capable of providing food for or attracting birds, animals, and disease vectors.
- Recycling:** A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.
- Recycling Drop-Off Center:** A location, either temporary or permanent, within the City of Copperas Cove established for the receipt of recyclable solid waste including, but not limited to, aluminum, cardboard, metal, paper, and plastic.
- Recyclable Material:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation. Recyclable material is not solid waste.
- Recycling Program:** The organized collection of recyclable material for the purpose of resource recovery and recycling in pursuit of goals of the city.
- Receptacle:** Anything which holds something.
- Refuse:** All putrescible and nonputrescible solid waste including garbage and rubbish.
- Residential Solid Waste:** Solid waste generated from single and multi-family sources; frequently called household solid waste or household waste.
- Residential Unit:** A dwelling within the corporate limits of the City within Coryell and Lampasas Counties, Texas occupied by a person or group of persons.
- Roll-Off Container:** A container used for the storage, collection and transportation of commercial, institutional, or industrial solid waste. The container is pulled onto the tilt frame of the collection vehicle with a winch and cable, revving cylinders, or by hooks and taken to a solid waste management facility for emptying. Normally, an empty roll-off container is delivered to a customer at the site of collection, rolled off, and left for future use.

Route:	A round of stops to collect solid waste; a path regularly visited by a collection vehicle.
Rubbish:	Non-putrescible solid waste (excluding ashes) consisting of both combustible and noncombustible waste materials. Combustible waste materials include but are not limited to paper, rags, cartons, wood, furniture, rubber, plastic, yard trimmings and leaves. Noncombustible waste materials include but not limited to glass, tin cans, and metals.
Salvaging:	The controlled removal of waste materials for utilization, recycling, or sale.
Scavenging:	The uncontrolled and unauthorized removal of materials from any container, bag, or receptacle within the corporate limits of the City.
Scrap Tire:	Any tire that can no longer be used for its original intended purpose.
Screening:	Process to detect unauthorized waste from entering the waste stream.
Service Area:	A geographic area within which solid waste collection services are provided.
Special Pickup:	Service required picking up and disposing of discarded items not serviced under normal collection procedures outlined in these provisions.
Special Waste:	Any commercial or residential garbage, trash, rubbish, hazardous waste, infectious waste, or other solid waste that because of its quantity, concentration, physical or chemical characteristics or biological properties is not collected by the City's solid waste department.
Transfer Station:	A fixed facility used for transferring solid waste from collection vehicles to long-haul vehicles (one transportation unit to another transportation unit). It is not a storage facility.
Uncovered:	"Uncovered" as that term is used herein shall mean any load of garbage or refuse which is uncontrolled to the extent that the garbage or refuse can escape from the carrier either from the top, sides or the bottom of the carrier under ordinary circumstances of travel.
Unprepared Solid Waste:	Any solid waste garbage, brush, rubbish, or yard waste which has not been placed in an approved container or prepared for collection and is in contact with the ground, regardless of surface.
Vacant Land or Lot Area:	Land held and maintained in its natural state.
Vector:	An agent such as an insect, snake, rodent, or bird, or animal capable of transferring a pathogen from one organism to another.
White Goods:	Major appliances such as refrigerators, freezers, washing machines, dryers, hot water heaters, stoves, and dishwashers.

Yard waste: Leaves, grass clippings, and garden trimmings resulting from yard maintenance that can be placed in a biodegradable Kraft bag for disposal.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-52. City to provide solid waste services.

- a) The City's Solid Waste Department or an approved City provider shall be the exclusive provider of residential and commercial garbage, rubbish, recycling, and refuse collection and disposal services for all premises within the City and it shall be unlawful for any person or corporation to provide residential or commercial garbage, rubbish, recycling, or refuse collection or disposal services to any person for compensation within the City, or to make use of the public streets for that purpose, without first obtaining an approved service agreement with the City.
- b) All residential, commercial, governmental, and non-profit premises must subscribe to City solid waste services or an approved City provider.
- c) Any customer desiring garbage collection service from the city but whose classification hereunder cannot be determined shall receive garbage collection service only after the customer has reached an agreement in writing with the city manager as to a monthly charge for the service desired and such agreement shall expire automatically or at such shorter time as indicated in the agreement that the city manager may call for.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-53. Solid waste compliance.

The City's Solid Waste Department will not make collection of garbage, trash, recycling, rubbish, tree limbs, brush and bulky items, or white goods where same is or are not prepared for collection and placed as designated by the terms of this article and failure to comply will be an offense and each day's failure to comply will constitute a separate offense.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-54. Placement in receptacle.

Each person within the city having garbage and rubbish to be disposed of is hereby required to place same in approved receptacles. It is unlawful for any person to place any garbage or rubbish on the ground, or in anything other than an approved receptacle.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-55. Customers required to maintain sufficient capacity.

Each owner, occupant, tenant or lessee using or occupying any residence or structure or who has a place of business within the city is required to keep and maintain at all times at such residence or structure or place of business approved receptacles in sufficient numbers to properly contain all garbage and rubbish disposed of from such residence or structure or place of business.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-56. Securing receptacles required.

- a) All plastic bags shall be securely closed at all times and other approved receptacles shall be equipped with adequate lids or coverings and shall be covered by such lids or coverings at all times.

b) Refuse and recyclables subject to being blown or scattered by winds and/or vectors shall be covered, tied, weighted, or appropriately contained.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-57. Non-collection material.

Non-collection material (see **Sec. 11-64.**) shall be hauled away from the premises by the owner, occupant, tenant or lessee thereof at his own expense and by his own means. Such material shall not be considered garbage or rubbish and shall not be collected by the solid waste department. Such material shall not be dumped, placed in alleys, streets or retained on the premises so as to become a nuisance.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-58. Collection of fees.

The charges for the removal and disposal of all garbage, trash or rubbish shall be assessed by the city in their respective amounts as charges against each such person on the utility bill of such person and the amount so fixed and charged shall be collected monthly in connection with and as part of the utility bills of the city. Should any person of any place of abode or of any place of business fail or refuse to pay the charges fixed against them and their place of abode or their place of business when due, the city shall be authorized to cut off and disconnect the water and sewer services to their place of abode or place of business and against which such solid waste pickup fees have been fixed and assessed, and in addition thereto shall be authorized to discontinue solid waste pickup services until such fees have been paid in full.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-59. Hauling to Solid Waste Operational Center does not avoid charges.

Should any person, owner, occupant, tenant or lessee within the city haul all or any part of his garbage or rubbish to the Solid Waste Operational Center, he shall nevertheless be required to pay garbage and rubbish collection fees in accordance with this division, and shall be required to dump his garbage and rubbish at the Solid Waste Operational Center in accordance with and subject to the rules and regulations of the refuse services department.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-60. Credit for vacancy.

No credit shall be given to any owner, occupant, tenant, or lessee of any residence, structure or place of business for vacancy thereof unless the manager of the utility collections department is notified by such owner, occupant, tenant or lessee within five (5) days after such property is vacated. Credit will only be given from the date of the nearest subsequent billing period after such notice has been given to the department.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-61. Garbage uncollected due to non-payment of fees or unapproved containers declared a nuisance.

Fermenting, putrefying, or odoriferous garbage on the ground or in containers, uncollected due to non-payment of sanitary fees or unapproved containers shall be declared a nuisance.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-62. Unauthorized handling of garbage and trash prohibited.

- a) It shall be unlawful for any person other than the owner, employees of the city, or persons operating under a service agreement issued by the city to empty automated containers, commercial containers, or recycling bins.
- b) It shall be unlawful for any person other than the owner, employees of the City of Copperas Cove or persons operating under a service agreement issued by the City of Copperas Cove to empty, disturb or tamper with the contents of any automated containers, commercial containers, or recycling bins.
- c) It shall be unlawful for any person other than the owner, employees of the City of Copperas Cove or persons operating under a service agreement issued by the City of Copperas Cove to in any way meddle with, pilfer or scatter any materials placed for collection or disposal in any alley, street, or curb within the City.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-63. Prohibited materials.

The following categories of solid waste are defined as non-collection items and shall not be placed at curbside at any residence or premises for collection by the solid waste department.

- (a) Rock
- (b) Dirt
- (c) Dead animals or dead animal waste.
- (d) Tires; tire and wheel combinations
- (e) Hazardous waste material.
- (f) Lead acid batteries
- (g) Vehicle bodies, engines, boats, camper shells.
- (h) Lawn mowers; riding mowers.
- (i) Other waste classified as special waste by the Texas Commission on Environmental Quality.
- (j) Construction and demolition site material including, but not limited to, bricks, building blocks, concrete, sand, gravel, and roofing; and further including, but not limited to, mobile homes, travel trailers or other items of like size, and waste from undeveloped or vacant property, including brush shall not be collected by the City. These materials shall be the responsibility of the owner and/or contractor and must be removed at the expense of the owner and/or contractor.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-64. Dumping in other than designated areas.

The disposal of garbage, brush or refuse in any unapproved container or location within the city limits or one thousand (1,000') feet outside the city limits shall be prohibited.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-65. Refusal of Service.

If any of the regulations and provisions contained herein is not adhered to, the city retains the right to refuse service to that container and/or customer.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-66. Residential collection services.

- a) Utility account: All residential units that are in the city limits shall establish a solid waste account with the utility administration department. A mandatory monthly collection fee shall be assessed and shall entitle the residential unit to receive standard weekly collection services. A separate deposit as established in the fee schedule shall be required for solid waste services. A waiver of the deposit may be given to all active duty military members. All residential customers who maintain their utility account with out incurring a penalty for late payment for a period of eighteen (18) months shall receive refund of their deposit. Such refund shall be credited to the customer's utility account. If the customer incurs more than one (1) late charge during any subsequent eighteen (18) month period, a deposit in the amount of the solid waste deposit charge in effect at the time the penalty is incurred will be billed to the customer's utility account. Multifamily dwellings having more than six (6) units or apartment complexes will be charged at the commercial rate, and be serviced with a dumpster. The property owner/management company or responsible party shall be charged for the service.
- b) Standard collection service: Standard collection services that are included in the base monthly rate (fee) shall be:
- (1) Once per week collection of garbage/rubbish placed in the city provided roll out approved receptacle(s).
 - (2) Biweekly collection of brush, up to three (3) cubic yards.
 - (3) Biweekly collection of yard waste (leaves, grass clippings, garden trimmings), placed in biodegradable Kraft bags only.
 - (4) Biweekly collection of recyclable materials as outlined in Sec. 11-76
- c) Special collection services:
- (1) Special collection services will be provided biweekly, for an additional fee, on the scheduled collection service day for the pickup of bulky items such as furniture, white goods (appliances), dismantled fencing material, lumber, carpet, carpet padding, plumbing fixtures, and other materials as approved by the Solid Waste Superintendent or appointed designee.
 - (2) The additional fees for this special collection service are stated in the fee schedule and shall be charged to the monthly utility bill for the residential unit or address that generated the waste.
- d) Materials must not be placed in alleys, in a street, sidewalk, or other right of way, or in any manner That would interfere with vehicular or pedestrian traffic.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-67. Evictions, move-outs, and households with inactive accounts.

Nuisance conditions or garbage/trash rubbish at curb for residential evictions, move-outs, and households with an inactive utility account shall be abated at the direction of the solid waste Superintendent. All costs associated with the cleanup shall be billed to the owner of the property. The fee shall be the greater of: fees as stated in the fee schedule or actual costs related to the cleanup, including but not limited to: employee wages, vehicle hourly rates, and the transport and disposal costs for all solid waste collected. An active utility account, including water, sewer, and solid waste, shall not be allowed for the responsible party until fees are paid for the nuisance abatement.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11.68. Automated residential collection system.

- a) Residential units shall be provided an approved receptacle or receptacles by the City. The approved

receptacle or receptacles may be roll-out containers of various sizes or volume as provided by the City. The monthly fees assessed on the customer utility bill shall be based on number of containers requested by the customer and /or the size of the container(s).

- b) The container(s) shall be issued to a residential address and shall not be removed from the premises.
- c) The roll-out containers shall be the property of the City and must not be painted, marked, abused, mutilated, altered or modified in any way. Abuse and damage to a container by customers shall result in an assessment equal to the replacement cost of the container and/or time and materials involved to repair such container. Collection service may be discontinued until the assessed fees are paid to the City. Without limiting the foregoing general statement, examples of abuse include but are not limited to: overloading the container beyond the rated weight capacity of the container; fire damage caused by hot coals and/or ashes; painting or marking the container in any manner; or failing to follow the proper care and use instructions for the container.
- d) Point of collection: The container shall be placed at the curb or designated point of collection no earlier than 8:00 p.m. prior to the scheduled collection day and no later than 7:00 a.m. on the scheduled collection day. The container must be placed on the addressed side of the residence approximately four (4') feet from any mailbox or other obstacle. The container shall be placed in the street with the wheels against the curb, if there is no curb the container will be set at the edge of the pavement with the wheels toward the residence. If a resident has more than one container they must be set at least four feet apart. The Superintendent of Solid Waste or his designee may make reasonable exceptions to the foregoing location requirements as needed to meet unique circumstances or to avoid undue hardship caused by literal compliance.
- e) The container shall be removed from the designated point of collection and returned to a location at least three (3) feet from the front edge of the structure no later than 9:00 pm the day that pickup is made. Residents whose container is not removed from the curb or designated point of collection by 9:00 pm the day of scheduled collection and has to be removed by a city employee will have a fee assessed to their utility account as established in the fee schedule.
- f) Missed service: Residents whose containers were not collected because they were not placed at the required time or location as required by subsection (d) above are considered a "missed service." Customers with a "missed service" may receive collection service for a fee as stated in the fee schedule which will be added to the monthly utility bill for that resident.
- g) A lost or stolen container shall be reported to the Solid Waste Department. If the container is found by an employee of the Solid Waste Department a fee will be charged to the utility account as outlined in the fee schedule. Also if a container is stolen at a time other than that described in subsection (d) and (e) above, the customer shall be assessed a fee to replace the container. If the container is later recovered, the replacement fee will be credited to the customer's utility account.
- h) If a container is confiscated due to non-payment of solid waste fees a charge will be assessed to the utility account as stated in the fee schedule and the container will be returned only when the bill is paid in full.
- i) A customer may request a different size container when made available by the City. A container exchange fee will be charged for an exchange to a larger container. There is no exchange fee for requesting a smaller container. An additional container of any size may be acquired by paying the fee stated in the fee schedule.

- j) Excess garbage or rubbish placed in plastic bags: Excess garbage or rubbish that will not fit into the container may be put in plastic bags, not larger than 33 gallons, and placed at the curb at least four (4') feet from the container. After dumping the container provided for in the base service, the driver will load the excess bagged garbage into the container for dumping. The driver will reload the container a maximum of twice per collection day. An Excess Garbage Fee will be assessed to the residential unit as outlined in the fee schedule.
- k) Overloaded container: An overloaded container is one in which the capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly. An overloaded container fee will be assessed to the residential unit as outlined in the fee schedule.
- l) Additional collection services will be provided to assist with excess garbage/rubbish that accumulates during the Christmas Holiday. There shall be no charge for this service; this special free service does not apply to other collections such as white goods, bulky items or brush. On other holidays that cause the collection schedule to be delayed by one day each residential unit shall be authorized one additional bag of trash at no charge.
- m) Carry out service for residents: Disabled households desiring special assistance on collection day must apply for that service at least one week prior to the first collection day, by providing the information and verifications required by the Superintendent of solid waste. At qualifying residential units, the solid waste department employees shall roll the container from its storage location to the curbside for emptying, and return the container to its storage location. The storage location shall be coordinated with the household, but shall be on the premises outside the residence and safely accessible to the employee.
- n) It shall be unlawful to park, place, allow, permit or cause to be parked, place any motor vehicle, trailer, boat, or similar obstruction at the curb, or obstruct in any manner the collection of solid waste contained in a residential solid waste container on the scheduled collection day. In areas where there is no parking area available other than the curb the container must be at least six (6) feet away from any obstruction.

Sec. 11-69. Brush collection

- a) Brush collection shall be done biweekly on the scheduled collection day for that service area.
- b) Brush, tree limbs, and tree trunks must be cut in lengths of not more than ten (10) feet, and the pile shall not be mixed with any other waste, because it is taken to a location to be shredded or chipped and used for mulch or compost.
- c) Brush must be set within three (3) feet of the curb on the addressed side of the residence by 7:00 a.m. on the scheduled collection day, and placed away from fences, shrubs, signs, fire hydrants, gas meters, mailboxes, water meters, overhead wires, low hanging tree branches or other obstacles so as not to restrict pick up with a mechanical boom or grapple. Brush shall be placed at least four (4) feet away from the roll out container so as not to interfere with the automated emptying of the container. Exceptions to this shall only be given by the Superintendent or his designee.
- d) The collection of brush is part of the standard collection service, provided that the brush does not exceed three (3) cubic yards or the representative dimensions of three (3) feet wide x three (3) feet high x ten (10) feet long. Collection of brush in excess of three (3) cubic yards shall be assessed an excess brush fee as established in the fee schedule.

- e) Brush/yard waste shall be prohibited from being disposed of at the Transfer Station. Brush/yard waste shall be accepted at the compost site and or other designated areas on Tuesday and Thursday from 1:30 p.m. to 4:00 p.m. All customers depositing brush at the Compost site must first report to the Transfer Station. It shall be unlawful to deposit any materials other than brush/yard waste in the compost area.
- f) Every nurseryman, tree surgeon, and every person who cuts or trims trees or shrubs as an independent contractor, shall be required to register their business with the city and will be required to haul their cuttings to the compost facility or other site as designated by the solid waste superintendent.
(Ord. No. 2000-06, § 1, 2-1-00).

Sec. 11-70. Yard waste – grass clippings, leaves, garden trimmings.

- a) Yard Waste such as tree leaves, grass clippings and garden trimmings shall be placed at the curb in biodegradable Kraft bags and shall not weigh more than forty pounds (40 lbs.) each. Any waste regardless of quantity or size mixed with tree leaves, grass clippings and garden trimmings constitutes a violation of this section and shall not be collected.
- b) Biodegradable Kraft bags with yard waste shall be placed just behind the front curb of property line or edge of street pavement, on the addressed side of the residence provided the gross weight does not exceed forty (40) pounds. Collection material shall be placed no earlier than 8:00 p.m. the day prior to collection day, and no later than 7:00 a.m. on the day of scheduled collection. At all other times garbage and trash shall be kept at the side or rear of structure no closer to the street than the front of said structure.
- c) The bags of yard waste shall be placed at least four (4) feet away from any obstacle to include the roll out container and they shall not be placed under any power lines or low hanging tree limbs.
- d) The biweekly collection of yard waste in biodegradable Kraft bags is included in the standard collection service fee.
- e) Biodegradable Kraft bags may be purchased from the City at the following locations: Solid Waste Operational Center, City Hall, Utility Administration, and the Central Fire Station. A fee will be charged for the bags as established in the fee schedule.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-71. Special collection services.

- a) Fees shall be assessed for collection services not included in the standard collection service. Fees shall be assessed to the residential address that generated the waste materials. The rates are as stated in the fee schedule.
- b) Special collection services are provided once every other week on the normally scheduled collection day. Waste materials shall be placed at curbside no later than 7:00 a.m.
- c) Examples of waste material collected for a fee are:
 - (1) Bulky waste.
 - (2) Home furnishing or furniture items such as chairs, tables, couches, and mattresses.
 - (3) White goods or appliances such as, washers, dryers, and stoves. See other

instructions pertaining to white goods in section 11-73 b).

- (4) Construction and demolition debris such as carpet, carpet padding, dismantled fences, sinks, commodes, etc.

d) All special collection materials shall not be placed at the curb any earlier than 8:00 p.m. the night before scheduled collection day and no later than 7:00 a.m., the morning of said collection day. Special collection materials shall not be placed out for collection in an alley but shall be placed at the front curb on the addressed side of the property line or edge of street pavement. No items should be placed out for collection under overhead lines of any type or low overhanging branches. Items shall also be at least four (4') feet from any structure, fences, shrubs, signs, fire hydrants, gas meters, water meter boxes, mailboxes so as not to restrict pickup by a vehicle with a mechanical boom and grapple. Exceptions to this shall only be given by the Superintendent or his designee.

Sec. 11-72. White goods collection.

- a) White goods must be totally separated from all other waste to allow pickup by a collection vehicle equipped with a mechanical boom and grapple. The vehicle must have safe clearance for its operation, both lateral and overhead. Such items shall be placed behind front curb of the addressed side of the property line or edge of street pavement, no earlier than 8:00 p.m. on the day prior to collection and no later than 7:00 a.m. on the day of scheduled collection. Exceptions to this shall only be given by the Superintendent or his designee. A fee will be assessed to the utility bill for the collection of these items as established in the fee schedule.
- b) White goods containing chlorofluorocarbons (CFC's) shall not be placed for collection or collected until such time that the CFC's have been reclaimed by licensed personnel and labeled according to state law.
- c) White goods will be accepted at the Transfer Station free of charge provided they are metal and meet the requirements as stated in b) above.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-73. Commercial Collection services.

- a) Utility account: All commercial businesses shall establish a solid waste account with the utility administration department. A separate deposit as established in the fee schedule shall be required for solid waste services. All commercial customers who maintain their utility account with out incurring a penalty for late payment for a period of eighteen (18) months shall receive refund of their deposit. Such refund shall be credited to the customer's utility account. If the customer incurs more than one (1) late charge during any subsequent eighteen (18) month period, a deposit in the amount of the solid waste deposit charge in effect at the time the penalty is incurred will be billed to the customer's utility account.
- b) The owner operator, manager or person having care custody and control of an apartment complex, mobile home park or other high density residential complex (more than six units) that, because of its geography, topography, design, capacity or other reason, impedes the ability of the city to collect solid waste through normal collection procedures, shall obtain collection containers provided by the

city of a size and number sufficient to store garbage from the residential complex. The owner, operator, manager or person having care, custody and control of the complex shall be charged the monthly service collection fee and other special collection fees as stated in the fee schedule.

- c) Service level: Upon request for garbage collection service, the Superintendent or his designee shall designate the service level requirements for that location. Service options that are available, but subject to approval by the solid waste superintendent, or appointed designee are:
- (1) Twice per week collection using the 96 gallon container; maximum of three (3) containers per account.
 - (2) One (1) to five (5) collections per week using a selected size and quantity of dumpster container(s). Available sizes are 3, 4, 6, 8, and 10 cubic yard.
- The Superintendent or his designee, may upon notice, require replacement of containers and/or changes in container type or the service levels at any location when he deems the current service level to be inadequate causing a health, sanitation, or litter problem.
- d) Commercial and industrial garbage customers of the city shall be permitted to store garbage for collection in containers which are provided by the city and shall be charged the monthly collection rates for the scheduled number of days collected and the size container(s) issued, as stated in the fee schedule.
- e) Public, business and commercial institutions shall provide a readily accessible site for placement of container(s) on the establishment's property. Locating containers in streets, right-of-way, the traveled portion of alleys, and sight triangles is strictly prohibited. Maintenance of the site, together with the approach shall be the responsibility of the owner. The City shall not be responsible for damage caused by collection vehicles to driveways, parking lots, or other sites.
- f) Side doors and lids for all containers furnished under this article shall be kept closed at all times except when the container is being filled or unloaded for disposal. Empty boxes shall be flattened before placing in such containers. Items that are larger than the container opening shall not be placed in the container. All items placed out for collection shall be located in a designated container unless otherwise approved in this article. Cleaning up materials spilled from the container when emptying shall be the responsibility of the property owner or occupant. Putrescible waste shall be placed in disposable containers or plastic bags of sufficient wall strength to maintain physical integrity and capable of being secured from leakage. The disposable container with contents shall be placed unbroken, into the container.
- g) Excess garbage or rubbish that will not fit into the container may be put in plastic bags, not larger than 33 gallons, and placed at least three (3') feet from the sides of the container. In no way can the excess garbage impede the collection process. After dumping the container provided for in the base service, the driver will allow the customer to reload the excess bagged garbage into the container for dumping. One (1) on site reload will be allowed per collection day. If the customer elects not to reload the excess trash or the container can not be accessed by the operator it will not be collected and it will be the responsibility of the customer to call the solid waste department and schedule a return service. A fee shall be charged for this service as established in the fee schedule.
- h) The Excess Garbage/On site reload fee also applies to overloaded containers. An overloaded container is one in which the container capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly. A fee shall be charged for this service as established in the fee schedule. Excess garbage and overloaded container criteria for automated containers (96 or 64 gallon) are the same as in Sec.11-69 j) and k).

- i) It shall be unlawful for any person to deposit any garbage, trash, or other material in any container furnished by the City other than the owner or occupant of any premise that is paying for the container service.
- j) For additional fees as established in the fee schedule, commercial customers may request special collection services for:
 - (1) The pickup of segregated brush.
 - (2) The pickup of bulky waste, such as furniture items and appliances.
 - (3) The removal of large or bulky items placed in containers.
- k) To the maximum extent possible, container(s) shall be issued to each commercial customer necessary to accommodate their specific disposal needs. However there are areas in the City that have limited space for container storage, or access is restricted for collection vehicles. In such cases, as approved by the Solid Waste Superintendent or the appointed designee, a container may be placed in a common area to service several business activities or commercial customers. Shared container service shall be prorated by the number of customers using the container and each shall be jointly liable for cost of damages to the container. The fee for use of the container shall be based on the fee schedule.
- l) It shall be unlawful to place any item in any container that because of weight, size, or other physical property, could cause damage to the collection vehicle. These items include, but are not limited to, any one item over three (3') feet in any dimension, any one item weighing in excess of fifty (50 lbs.) pounds, any concrete, masonry products, earthen materials or furniture items such as couches and mattresses.
- m) Other items prohibited for placement in a container are: tires, tire and wheel combinations, dead animals, dead animal waste, lead acid batteries, paint, lawn mowers, liquid waste of any kind, engines, unbagged or unsealed putrescible waste, and hazardous waste materials of any type.
- n) Persons, businesses, and other entities placing such items in any container will be required to remove these items before collection can take place. The solid waste department can be contacted to arrange for mechanical or manual assistance to remove such items for a fee to be established in the fee schedule.
- o) It shall be unlawful for any person to start a fire, burn any material in a solid waste container, or to paint or mark, abuse, damage, alter, or modify the container in any way, or to place any poster, placard, or sign upon the container. If the solid waste container is damaged due to any afore mentioned reasons, and it is found to be customer negligence, the customer will be charged for the repair or replacement of the container in accordance with a fee established in the fee schedule.
- p) Concrete pad and approach apron shall be constructed of concrete and shall consist of at least four and one half (4½) sack mix, be a minimum of six (6") inches thick reinforced with one half (½") inch rebar fourteen inches (14") on center.
- q) The minimum dimensions of the approach apron shall be fourteen (14) feet wide and a depth of six (6) feet.
- r) The minimum dimensions of the concrete pad, where a single container sits, shall be fourteen (14) feet wide and twelve (12) feet deep.
- s) The orientation of the pad shall accommodate a safe approach by the collection vehicle. The pad shall be level with roadway or slope to roadway for easy access by collection vehicle. All pads for

container service shall provide and maintain screening on at least three (3) sides. Screens may be constructed of masonry block; wood or chain link fencing with slats. Doors are optional, but if installed, shall have features to secure doors in an open position while the collection vehicle is emptying the container. The doors will be opened by the collection driver and will be left in the open position to serve as notification that the container has been serviced. The screening shall be constructed so as to screen viewing by persons standing at ground level on the site, or an immediately adjoining property.

- t) The city maintains and repairs city owned containers on an as needed basis, such as painting, replacement of lids and doors, and welding repairs to the container body.
 - u) It is the responsibility of the customer to keep the area around the point of collection clean and sanitary. If conditions are a nuisance, thereby causing a litter, odor, environmental, unsanitary, or potential health hazard, the condition shall be abated as directed by the solid waste superintendent. The customer shall pay all costs related to the cleanup, including but not limited to employee hourly wages, collection vehicle hourly rates, cleaning of the container, and the haul, and disposal costs for all solid waste collected.
 - v) Locking devices are available to secure the container lid to prevent unauthorized access. The locking device allows the container to be secured at times needed, and does not have to be unlocked for the city to service the container. Fees are as stated in the fee schedule, and include a one time installation fee of the locking device and a monthly fee.
 - w) When an existing or prospective customer requires a service that is not covered in this section and the Solid Waste Superintendent has the capability and desire to provide that service, the Solid Waste Superintendent will determine the charges based upon a study by him to determine the cost of providing such a service.
- (Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-74. Roll-off services.

Roll-off containers are large, open top containers used primarily on construction sites to store construction and demolition debris. Roll-off containers are available for rental in sizes of 20, 30, and 40 cubic yards.

- a) To obtain the service, an agreement shall be signed with the Solid Waste Department. Any unauthorized materials found in the container will be removed before service or if they are found after dumping they will be returned to the customer. Examples of unauthorized items may be, but are not limited to; dead animals, brush, yard waste, tires, or white goods still containing CFCs.
- b) The fees for roll-off service are as stated in the fee schedule.

Sec. 11-75. Recycling program.

- a) Placing recyclable material in an authorized recycling receptacle at a designated recycling location shall be deemed to vest title of the material to the city and shall not constitute abandonment of the material. Curbside recycling is a part of the normal collection service fee.

- b) It is hereby declared the recyclable material has value.
- c) Any person, other than an authorized employee, who collects, obtains, possesses, picks up, takes or otherwise removes any recyclable material from an authorized recycling receptacle or removes an authorized recycling receptacle that has been placed at a designated recycling location or both, commits the offense of “theft” as defined in the Texas Penal Code.
- d) The city operates one (1) citizen drop off site for recyclable materials. It is the Solid Waste Operational Center located at 2605 South FM 116.
- e) Generally accepted materials at the drop off site include: News print, office paper, junk mail, steel cans, scrap metal, aluminum cans, plastics #1 & #2, cardboard/chip board, automotive materials such as waste oil, oil filters, and antifreeze of any color. A fee established in the fee schedule will be charged for oil filters.
- f) Scrap tires are accepted at the Solid Waste Operational Center, but a fee is charged as stated in the fee schedule.
- g) Materials brought to the citizen drop off site shall be placed in the designated container, or as directed by a site attendant.
- h) Residents are encouraged to participate in the curbside recycling program for the collection of designated recyclables. These items include:
 - News paper
 - Office paper/Junk mail
 - Cardboard/Chipboard
 - Aluminum cans
 - Steel cans
 - Plastics #1 & #2
- i) The service frequency is once every other week on the scheduled trash collection day, using a 22 gallon recycling “blue” bin.
- j) A resident may request up to two additional bins with lids, provided they are actively participating in the recycling program. If it is determined that a resident is not participating in the recycling program the 22 gallon recycling bins shall be confiscated at the discretion of the Solid Waste Superintendent and returned to inventory.
- k) The recycling bin shall be placed at the curb approximately four (4) feet away from the city furnished roll out container no later than 7:00 a.m. on the scheduled collection day.
- l) In addition to the regular service a one time pickup of move-in cardboard boxes and packing paper is offered to new residents of Copperas Cove. The pickup service must be requested by contacting the solid waste department within three (3) months of establishing an account with the utility collection division. The collection will be done as soon as possible or the next scheduled recycle collection day. The boxes shall be flattened and stacked at the curb no later than 7:00 a.m. Up to six boxes are allowed to be filled with packing paper. Boxes that contain garbage or Styrofoam are not allowed. These materials shall not be collected and are the responsibility of the resident for proper disposal.

- m) Refuse and recyclables subject to being blown or scattered by winds and or vectors shall be covered, tied, weighted, or appropriately contained. Cardboard and paper have no recycling value if they are wet. Do not place at curbside for collection if inclement weather is forecasted. An excess garbage fee is charged for the collection of wet cardboard or paper and other non usable recyclables.
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-76. Transfer Station operations and services

The transfer station facility is the central receiving and transfer point for all municipal solid waste generated by the city. Persons authorized to dispose of waste at the facility are:

- (1) Copperas Cove residents and businesses.
 - (2) Citizens and businesses in the rural areas.
 - (3) Citizens from other municipalities.
 - (4) Out of town contractors or businesses that have a work permit in the city.
- a) All persons or businesses hauling to the solid waste transfer station shall deposit such material only in the place designated by a transfer station attendant. Such dumping shall only be at times determined by the Solid Waste Superintendent and/or the operating permit issued by the Texas Commission on Environmental Quality.
- b) A deposit will be charged for recurring use of the transfer station to be able to charge disposal costs. The amount of the deposit is as stated in the fee schedule.
- c) It shall be unlawful for any person to remove trash, waste or refuse, or any material from the transfer station without written permission of the Superintendent or his designee.
- d) The hours of operation for the public are 8:00 a.m. to 4:30 p.m. Monday through Friday. The facility is closed to the public on Saturday, Sunday, and the holidays of: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas Eve & Christmas day.
- e) The transfer station must operate in compliance with the Texas Commission on Environmental Quality (TCEQ) rules and regulations, and the approved Site Operating Plan (SOP). The facility is not permitted to accept hazardous waste or most special wastes. Special waste is any solid waste because of quantity, concentration, physical or chemical characteristics or biological properties, requires special handling and disposal to protect human health or the environment.
- 1) Special waste **ACCEPTED:**
 - Dead animals (delivered to the site independently of other waste)
 - 2) Special waste **NOT ACCEPTED:**
 - Septic tank pumpings
 - Medical waste from health care facilities.
 - Grease and grit trap waste.
 - Discarded materials containing asbestos.
 - Segregated hazardous waste from small quantity generators.
 - Slaughter house waste.

- Other waste classified as special waste by the Texas Commission on Environmental Quality (TCEQ) rules and regulations.
- f) All material delivered to the transfer station for disposal is the property of the City and no person is allowed to separate and collect, carry off or dispose of same except under the directions of the Superintendent or his designee.
- g) It shall be unlawful for any person to haul or otherwise transport any garbage, trash, refuse or debris within the corporate limits of the City of Copperas Cove in an open vehicle, truck, trailer or container which by its lack of adequate covering can permit the contents thereof to blow or fall from the said vehicle, truck, trailer or container. Nothing herein shall be construed to limit any applicable state or federal law or regulation. A fee for uncovered loads will be charged as established in the fee schedule.
- h) Disposal of acceptable waste materials at the transfer station shall be calculated by the weight as determined by the on site scales. The fees are as established in the fee schedule. In the event the scales are not operational the fee will be based off of the type and amount of material being dumped. In any event there will be a minimum charge for 240 pounds or less per vehicle as established in the fee schedule.
- i) White goods are accepted at the transfer station without the payment of fees. However, any appliance such as freezer, air conditioning unit, or refrigerator must have a certification from a licensed technician that the appliance is free of refrigerant or chlorinated fluorocarbon (CFC).
- j) The transfer station accepts most tires from cars and pick up trucks for disposal. A fee is charged for each tire based on size, as stated in the fee schedule. Tires that have a bead of two (2) inches or greater or are still on the rim shall not be accepted for disposal.
- k) The City of Copperas Cove Solid Waste Operational Center operates a certified public scale which can accommodate most vehicles, except large tractor trailers. A fee is charged for the use of the scale as stated in the fee schedule.
- (Ord. No. 2000-06, § 1, 2-1-00)

DRAFT

City of Copperas Cove Municipal Utilities and Services Solid Waste Collection and Disposal Ordinance Review

Reason for Review: Staff was asked several months ago to review our operations and ordinances for any changes or updates that may need to be made. The last time that this ordinance was reviewed and amended was in 2000 and the main reason for that was due to the transition from manual collection to automated collection. Since then several things have changed and some issues have come to light that needed to be addressed. We also felt that there was no real flow to the ordinance so we tried to arrange it so it would be easier to follow and find information.

Why it is important to update the ordinance: There have been no substantive updates to the ordinance since 2000 and our operating system has had to change along with the increase in our population therefore we feel the need to bring the ordinance in line with the operating system changes to support the growth of the city.

Impact on the public: If approved there will be some significant changes to several of the services that we provide. We will make a very strong effort to advertise the change and give everyone an assimilation period of three months to try and make the transition as smooth as possible.

Will there be a financial impact: Yes, there are some changes to the bulk and brush collection programs that will help us cut back on man hours and tap into some revenue sources that were not available under the old method of operation.

Potentially controversial changes: The following is a list of some the items that we thought would be somewhat controversial, that of course does not mean that there are not others.

- The requirement for a deposit for solid waste collection services
- Changing the bulk collection service to a special item collection service that will be charged for.
- Changing the amount of brush authorized for biweekly collection.

DRAFT

- No parking of boats, trailers, RV's, cars, etc. at the curb on scheduled collection day.
- Increase of missed service fee.
- No longer accepting brush at the Transfer Station.
- The requirement for nurserymen, tree surgeons, and persons who cut or trim trees or shrubs as an independent contractor to register their business with the City.
- Requiring the owner or property manager of an eight plex or above to pay for solid waste services.

DRAFT

Chapter 11

MUNICIPAL UTILITIES AND SERVICES

ARTICLE IV. SOLID WASTE COLLECTION AND DISPOSAL*

~~Editor's note:~~ Ord. No 2000-06, § 1, adopted Feb. 1, 2000, completely repealed the provisions of former Article IV of this chapter (§§ 11-50—11-72) and replaced them with the similar provisions as currently set out herein and encompassing §§ 11-50—11-74. For a detailed history of former article IV of this chapter, please refer to the Code Comparative Table.

~~State law references:~~ Accumulation and removal of garbage and trash, V. T. C. S. art. 4477—1, § 4.

Sec. 11-50. General penalty; continuing violations; citation authority.

- (a) In this section “violation of this code” means:
- (1) Doing an act that is prohibited or made or declared unlawful, an offense or a misdemeanor by ordinance or by rule or regulation authorized by ordinance;
 - (2) Failure to perform an act that is required to be performed by ordinance or by rule or regulation authorized by ordinance; or
 - (3) Failure to perform an act if the failure is declared a misdemeanor or an offense or unlawful by ordinance or by rule or regulation authorized by ordinance.
- (b) In this section “violation of this code” does not include the failure of a city officer or employee to perform an official duty unless it is provided that failure to perform the duty is to be punished as provided in this section.
- (c) Except as otherwise provided, a person convicted of a violation of this code shall be punished by a fine not exceeding five hundred dollars (\$500.00), except that a fine not exceeding two thousand dollars (\$2,000.00) may be imposed for violation of provisions that govern fire safety, zoning, or public health and sanitation, including dumping of refuse. The penalty imposed for a violation of this code shall not exceed or be less than the penalty prescribed by state law for the same offense. With respect to violations of this code that are continuous with respect to time, each day the violation continues is a separate offense.

DRAFT

- (d) The imposition of a penalty does not prevent revocation or suspension of a license, permit or franchise.
- (e) Violations of this code that are continuous with respect to time may be abated by injunctive or other equitable relief. The imposition of a penalty does not prevent equitable relief or civil or quasi-judicial enforcement of a violation of this code.
- (f) All persons duly designated to be code enforcement officers are hereby authorized to enforce all provisions of this code by prescribed administrative procedures for relief, or to issue and serve citations for violations of this code. The citation authority granted by this section shall be in addition to, and not to the exclusion of, all other remedies, methods, or proceedings provided by law for enforcement of this code. Moreover unless specifically stated elsewhere in this code, the enforcement and citation authority granted herein to code enforcement officers shall not be construed to limit or impinge upon the authority or actions of police officers, firefighters, fire marshals, or inspectors of any department, to discharge their respective duties in the enforcement of this code.

(Ord. No. 2000-06, § 1, 2-1-00)

**State law reference(s)—Penalties for ordinance violations, V.T.C.A.,
Local Government Code § 54.001 et seq.**

Sec. 11-51. Definitions.

~~For the purpose of this chapter, the following definitions shall apply unless~~ The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates or requires a different meaning.

~~Approved Type Garbage Can: Shall mean a receptacle furnished by the City of Copperas Cove.~~

Approved Receptacle: (a) A container of various sizes furnished by the city to residential and commercial customers to store solid waste for collection.

(b) A plastic bag having sufficient wall strength, a thickness of not less than 2 mils, to maintain physical integrity when lifted at the top, the opening closed by

DRAFT

tie or other seal, and contents not weighing more than forty (40) pounds.

Automated Collection: The collection of municipal solid waste by a garbage truck equipped with a mechanical lifting device which will empty garbage containers.

Automated Container: A container provided by the City of varying capacity used for garbage collection.

Bag: Plastic sack or trash compactor sacks designed to store refuse and having sufficient wall strength, a thickness of no less than two (2) mils, to maintain physical integrity when lifted at the top, with opening closed.

Biodegradable: Decomposable by natural process.

Brush: Cuttings or trimmings from trees, shrubs, or lawns and similar materials.

Bulky Waste: Large objects or stable matter with weights and/or dimensions and proportions greater than those allowed for in basic collection, including but not limited to ~~stoves, refrigerators, water tanks, washing machines, furniture, loose brush, loose tree limbs and trimmings~~ mattresses, bed frames, dressers, items with physical characteristics that will not allow them to fit into the container, and bundles in excess of forty pounds (40 lb.) in weight. This definition shall exclude household waste, construction debris, dead animals, or hazardous waste.

~~Bundle: Loose objects of the same characteristics, such as tree, shrub or brush trimmings, securely tied together forming an easily handled package not exceeding three cubic feet (3 cu. ft.) in volume, or fifty pounds (50 lb.) in weight or four feet (4') in length.~~

Business: As used herein, shall mean any commercial operation, or any usage of property for other than residential purposes,

DRAFT

involving the employment of any individual, or the sale or manufacture of any product.

Church: A place for the purpose of religious study, worship, fellowship, education and contemplation, including but not limited to a sanctuary, parish house, public school, parochial school, rectory or convent. For the purpose of this ordinance, real property used as a church shall be considered a commercial usage.

Chlorofluorocarbons (CFC's): Coolant found in air conditioners, freezers and refrigerators.

City: The City of Copperas Cove located in Coryell and Lampasas County, Texas.

Collection: The act of removing solid waste (or materials that have been separated for the purpose of recycling) for transport elsewhere.

Collection Day: Monday, Tuesday, Wednesday, Thursday, or Friday between 7:00 am and 5:00 pm in accordance with the current collection schedule.

Collection Frequency: The number of times per week that collection service is provided.

Collection/Service Stop: A term used to describe a unique address that is a point of collection and requires the collection vehicle to stop and collect solid waste and/or recyclables, or other materials.

Collection System: A combination of the various components (e.g. Automated side loading vehicle, front loading vehicle, rear loading vehicle, roll off vehicle, and pickup truck with trailer).

Commercial Customer: Any enterprise or establishment whose main purpose is to carry on a commercial activity whether for profit or not. ~~Said definition shall include all uses not falling in the~~

DRAFT

~~category of Residential~~, and typically includes, but not limited to, such enterprises as: hotels, motels, restaurants, fast food establishments, retail stores, schools, offices, shopping centers/malls/plazas, factories/manufacturing facilities, warehouses, and high density occupied dwellings such as apartment complexes and mobile home parks.

Construction Waste: Waste resulting from construction or demolition projects, **remodeling or repair**; includes all materials that are directly or indirectly the by-products of construction work or that result from demolition of buildings and other structures, including, but not limited to paper, cartons, gypsum board, wood, rubber, and plastics.

Curblin: The area directly behind the curb. In the absence of a curb, the area directly behind the edge of the roadway.

Customer: A person, firm, partnership, association, corporation, governmental entity, or other entity receiving service provided from the City.

~~Director~~ / **Superintendent:** City official appointed by the City Manager, whose responsibility is the overall direction of a specific department or division.

Disabled Household: A residential dwelling unit where all occupants over the age of sixteen (16) are physically incapable of transporting garbage and/or rubbish to the property curbside. A statement or certification from a licensed medical doctor shall be required to substantiate the incapacity.

Disposal Site: A managed area of land upon which solid waste is disposed of in accordance with standards, rules or orders established by the Texas ~~Natural Resource Conservation Commission (TNRCC)~~ **Commission on Environmental Quality (TCEQ)**.

DRAFT

Excess Garbage: Garbage or rubbish that will not fit into the ~~container~~ **approved receptacle** but may be put in plastic bags, not larger than 33 gallons, and placed at the curb at least three (3) feet from the ~~container~~ **approved receptacle**.

~~Garbage: Solid waste from the domestic and commercial preparation, cooking, and dispensing of food and from handling, storage, and sale of produce.~~

Garbage: Shall mean solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products.

~~Household Waste:~~

Hazardous Waste Material: Any commercial or residential garbage, trash, rubbish or other solid waste identified or listed as a hazardous waste by the administrator of the U. S. Environmental Protection Agency (EPA) pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., as amended.

Litter: Any man-made or man-used object, organic or inorganic material, or solid waste and specifically includes trash which is not placed in: a container, or an authorized sanitary waste disposal site; or another approved area, depository, a vehicle designated for transport or disposal of litter, trash, garbage or waste.

Manual Collection: A method of collecting solid waste where the operator and/or collector(s) leave the collection vehicle and manually empty the approved receptacle(s). Approved receptacle(s) may be brought to the point of collection by the generator or a member of the collection crew.

DRAFT

- Mechanical Assistance:** The use of city owned equipment to remove unauthorized items from the dumpster or roll off container, such as appliances, couches, mattresses, motorcycles, etc.
- Missed Service:** Residential or Commercial customers whose containers were not collected because they were not placed at the required point of collection on time or were blocked when the collection vehicle arrived.
- Municipal Solid Waste:** Solid waste resulting from or incidental to municipal community, commercial, institutional, and recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and all other solid waste other than industrial solid waste.
- Non-collection Material:** Materials that shall not be collected by the solid waste department, including, but not limited to, rock, dirt, manure, dead animals, tire and wheel combinations, tires, hazardous waste material, lead acid batteries, engines, lawn mowers, riding mowers, liquid waste of any kind, vehicle bodies, boats, mobile homes, trailers, campers, and other items of like size; waste from undeveloped property, and landscaping waste for new homes or commercial sites.
- Overloaded Container:** A container in which the capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly.
- Point of Collection:** A geographical point on a customer's property where approved receptacles are placed for collection service.
- Premises:** Businesses, houses, boardinghouses, theaters, hotels, restaurants, cafes, eating houses, tourist camps, apartments, sanitariums, rooming houses, schools, private residences, vacant lots and all other places within the city where garbage, trash or rubbish accumulates in ordinary quantities.

DRAFT

Putrescible Waste: Organic wastes, such as garbage, waste water treatment plant sludge, and grease trap waste, that is capable of being decomposed by microorganisms with sufficient rapidity as to cause odors or gases or is capable of providing food for or attracting birds, animals, and disease vectors.

Recycling: A process by which materials that have served their intended use or are scrapped, discarded, used, surplus, or obsolete are collected, separated, or processed and returned to use in the form of raw materials in the production of new products. Except for mixed municipal solid waste composting, that is, composting of the typical mixed solid waste stream generated by residential, commercial, and/or institutional sources, recycling includes the composting process if the compost material is put to beneficial use.

Recycling Drop-Off Center: A location, either temporary or permanent, within the City of Copperas Cove established for the receipt of recyclable solid waste including, but not limited to, aluminum, cardboard, metal, paper, and plastic.

Recyclable Material: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation. Recyclable material is not solid waste.

Recycling Program: The organized collection of recyclable material for the purpose of resource recovery and recycling in pursuit of goals of the city.

Receptacle: Anything which holds something.

Refuse: All putrescible and nonputrescible solid waste including garbage and rubbish.

Residential Solid Waste: Solid waste generated from single and multi-family sources; frequently called household solid waste or household waste.

DRAFT

Residential Unit:	A dwelling within the corporate limits of the City within Coryell and Lampasas Counties, Texas occupied by a person or group of persons.
Roll-Off Container:	A container used for the storage, collection and transportation of commercial, institutional, or industrial solid waste. The container is pulled onto the tilt frame of the collection vehicle with a winch and cable, hydraulic cylinders, or by hooks and taken to a solid waste management facility for emptying. Normally, an empty roll-off container is delivered to a customer at the site of collection, rolled off, and left for future use.
Route:	A round of stops to collect solid waste; a path regularly visited by a collection vehicle.
Rubbish:	Non-putrescible solid waste (excluding ashes) consisting of both combustible and noncombustible waste materials. Combustible waste materials include but are not limited to paper, rags, cartons, wood, furniture, rubber, plastic, yard trimmings and leaves. Noncombustible waste materials include but not limited to glass, tin cans, and metals.
Salvaging:	The controlled removal of waste materials for utilization, recycling, or sale.
Scavenging:	The uncontrolled and unauthorized removal of materials from any container, bag, or receptacle within the corporate limits of the City.
Scrap Tire:	Any tire that can no longer be used for its original intended purpose.
Screening:	Process to detect unauthorized waste from entering the waste stream.
Service Area:	A geographic area within which solid waste collection services are provided.

DRAFT

- Special Pickup:** Service required picking up and disposing of discarded items not serviced under normal collection procedures outlined in these provisions.
- Special Waste:** Any commercial or residential garbage, trash, rubbish, hazardous waste, infectious waste, or other solid waste that because of its quantity, concentration, physical or chemical characteristics or biological properties is not collected by the City's solid waste department.
- Transfer Station:** A fixed facility used for transferring solid waste from collection vehicles to long-haul vehicles (one transportation unit to another transportation unit). It is not a storage facility.
- Uncovered:** "Uncovered" as that term is used herein shall mean any load of garbage or refuse which is uncontrolled to the extent that the garbage or refuse can escape from the carrier either from the top, sides or the bottom of the carrier under ordinary circumstances of travel.
- Unprepared Solid Waste:** Any solid waste garbage, brush, rubbish, or yard waste which has not been placed in an approved container or prepared for collection and is in contact with the ground, regardless of surface.
- Vacant Land or Lot Area:** Land held and maintained in its natural state.
- Vector:** An agent such as an insect, snake, rodent, or bird, or animal capable of transferring a pathogen from one organism to another.
- White Goods:** Major appliances such as refrigerators, freezers, washing machines, dryers, hot water heaters, stoves, and dishwashers.
- Yard waste:** Leaves, grass clippings, ~~yard~~ and garden trimmings **resulting from yard maintenance that can be placed in a biodegradable Kraft bag for disposal.** ~~debris, brush,~~

DRAFT

~~including clean woody vegetative material measuring six inches or less in diameter that results from landscaping maintenance and land clearing operations. This term does not include stumps or roots.~~

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-52. City to provide solid waste services.

- a) The City's Solid Waste Department or an approved City provider shall be the exclusive provider of residential and commercial garbage, rubbish, recycling, and refuse collection and disposal services for all premises within the City and it shall be unlawful for any person or corporation to provide residential or commercial garbage, rubbish, recycling, or refuse collection or disposal services to any person for compensation within the City, or to make use of the public streets for that purpose, without first obtaining an approved service agreement with the City.
- b) All residential, commercial, **governmental, and non-profit** premises must subscribe to City solid waste services or an approved City provider.
- c) Any customer desiring garbage collection service from the city but whose classification hereunder cannot be determined shall receive garbage collection service only after the customer has reached an agreement in writing with the city manager as to a monthly charge for the service desired and such agreement shall expire automatically or at such shorter time as indicated in the agreement **with that** the city manager may call for.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-53. Solid waste compliance.

The City's Solid Waste Department will not make collection of garbage, trash, recycling, rubbish, tree limbs, brush and bulky items, **or white goods** where same is or are not prepared for collection and placed as designated by the terms of this article and failure to comply will be an offense and each day's failure to comply will constitute a separate offense.

(Ord. No. 2000-06, § 1, 2-1-00)

DRAFT

Sec. 11-54. Placement in receptacle.

Each person within the city having garbage and rubbish to be disposed of is hereby required to place same in approved receptacles. It is unlawful for any person to place any garbage or rubbish on the ground, or in anything other than an approved receptacle.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-55. Customers required to maintain sufficient capacity.

Each owner, occupant, tenant or lessee using or occupying any residence or structure or who has a place of business within the city is required to keep and maintain at all times at such residence or structure or place of business approved receptacles in sufficient numbers to properly contain all garbage and rubbish disposed of from such residence or structure or place of business.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-56. Securing receptacles required.

a) All plastic bags shall be securely closed at all times and other approved receptacles shall be equipped with adequate lids or coverings and shall be covered by such lids or coverings at all times.

b) Refuse and recyclables subject to being blown or scattered by winds and/or vectors shall be covered, tied, weighted, or appropriately contained.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-57. Non-collection material.

Non-collection material (see **Sec. 11-64.**) shall be hauled away from the premises by the owner, occupant, tenant or lessee thereof at his own expense and by his own means. Such material shall not be considered garbage or rubbish and shall not be collected by the solid waste department. Such material shall not be dumped, placed in alleys, streets or retained on the premises so as to become a nuisance.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-58. Collection of fees.

The charges for the removal and disposal of all garbage, trash or rubbish shall be assessed by the city in their respective amounts as charges against each such

DRAFT

person on the utility bill of such person and the amount so fixed and charged shall be collected monthly in connection with and as part of the utility bills of the city. Should any person of any place of abode or of any place of business fail or refuse to pay the charges fixed against them and their place of abode or their place of business when due, the city shall be authorized to cut off and disconnect the water and sewer services to their place of abode or place of business and against which such solid waste pickup fees have been fixed and assessed, and in addition thereto shall be authorized to discontinue solid waste pickup services until such fees have been paid in full.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-59. Hauling to Solid Waste Operational Center does not avoid charges.

Should any person, owner, occupant, tenant or lessee within the city haul all or any part of his garbage or rubbish to the Solid Waste Operational Center, he shall nevertheless be required to pay garbage and rubbish collection fees in accordance with this division, and shall be required to dump his garbage and rubbish at the Solid Waste Operational Center in accordance with and subject to the rules and regulations of the refuse services department.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-60. Credit for vacancy.

No credit shall be given to any owner, occupant, tenant, or lessee of any residence, structure or place of business for vacancy thereof unless the manager of the utility collections department is notified by such owner, occupant, tenant or lessee within five (5) days after such property is vacated. Credit will only be given from the date of the nearest subsequent billing period after such notice has been given to the department.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-61. Garbage uncollected due to non-payment of fees or unapproved containers declared a nuisance.

Fermenting, putrefying, or odoriferous garbage on the ground or in containers, uncollected due to non-payment of sanitary fees or unapproved containers shall be declared a nuisance.

(Ord. No. 2000-06, § 1, 2-1-00)

DRAFT

Sec. 11-62. Unauthorized handling of garbage and trash prohibited.

- a) It shall be unlawful for any person other than the owner, employees of the city, or persons operating under a service agreement issued by the city to empty automated containers, commercial containers, or recycling bins.
 - b) The meddling with or in any way pilfering, scattering contents, or junk in any alley or street within the city is prohibited.
- (Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-63. Prohibited materials.

The following categories of solid waste are defined as non-collection items and shall not be placed at curbside at any residence or premises for collection by the solid waste department.

- (a) Rock
- (b) Dirt
- (c) Dead animals or dead animal waste.
- (d) Tires; tire and wheel combinations
- (e) Hazardous waste material.
- (f) Lead acid batteries
- (g) Vehicle bodies, engines, boats, camper shells.
- (h) Lawn mowers; riding mowers.
- (i) Other waste classified as special waste by the Texas Commission on Environmental Quality.
- (j) Construction and demolition site material including, but not limited to, bricks, building blocks, concrete, sand, gravel, and roofing; and further including, but not limited to, mobile homes, travel trailers or other items of like size, and waste from undeveloped or vacant property, including brush shall not be collected by the City. These materials shall be the responsibility of the owner and/or contractor and must be removed at the expense of the owner and/or contractor.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-64. Dumping in other than designated areas.

The disposal of garbage, brush or refuse in any unapproved container or location within the city limits or one thousand (1,000') feet outside the city limits shall be prohibited.

(Ord. No. 2000-06, § 1, 2-1-00)

DRAFT

Sec. 11-65. Refusal of Service.

If any of the regulations and provisions contained herein is not adhered to, the city retains the right to refuse service to that container and/or customer.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-66. Residential collection services.

- a) **Utility account:** All residential units that are in the city limits shall establish a solid waste account with the utility administration department. A mandatory monthly collection fee shall be assessed and shall entitle the residential unit to receive standard weekly collection services. A separate deposit as established in the rate schedule shall be required for solid waste services. A waiver of the deposit may be given to all active duty military members. All residential customers who maintain their utility account with out incurring a penalty for late payment for a period of eighteen (18) months shall receive refund of their deposit. Such refund shall be credited to the customer's utility account. If the customer incurs more than one (1) late charge during any subsequent eighteen (18) month period, a deposit in the amount of the solid waste deposit charge in effect at the time the penalty is incurred will be billed to the customer's utility account. Multifamily dwellings having more than six (6) units or apartment complexes will be charged at the commercial rate, and be serviced with a dumpster. The property owner/management company or responsible party shall be charged for the service.



- b) **Standard collection service:** Standard collection services that are included in the base monthly rate (fee) shall be:
- (1) Once per week collection of garbage/rubbish placed in the city provided roll out approved receptacle(s).
 - (2) Biweekly collection of brush, up to three (3) cubic yards.
 - (3) Biweekly collection of yard waste (leaves, grass clippings, garden trimmings), placed in biodegradable Kraft bags only.

DRAFT

(4) Biweekly collection of recyclable materials as outlined in Sec. 11-76

c) Special collection services:

(1) Special collection services will be provided biweekly, for an additional fee, on the scheduled collection service day for the pickup of bulky items such as furniture, white goods (appliances), dismantled fencing material, lumber, carpet, carpet padding, plumbing fixtures, and other materials as approved by the solid waste superintendent or appointed designee.

(2) The additional fees for this special collection service are stated in the rate schedule and shall be charged to the monthly utility bill for the residential unit or address that generated the waste.

d) **Materials must not be placed in alleys, in a street, sidewalk, or other right of way, or in any manner that would interfere with vehicular or pedestrian traffic.**

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-67. Evictions, move-outs, and households with inactive accounts.

Nuisance conditions or garbage/trash rubbish at curb for residential evictions, move-outs, and households with an inactive utility account shall be abated at the direction of the solid waste Superintendent. All costs associated with the cleanup shall be billed to the owner of the property. The fee shall be the greater of: fees as stated in the rate schedule or actual costs related to the cleanup, including but not limited to: employee wages, vehicle hourly rates, and the transport and disposal costs for all solid waste collected. An active utility account, including water, sewer, and solid waste, shall not be allowed for the responsible party until fees are paid for the nuisance abatement.

(Ord. No. 2000-06, § 1, 2-1-00)



DRAFT

Sec. 11.68. Automated residential collection system.

- a) Residential units shall be provided an approved receptacle or receptacles by the City. The approved receptacle or receptacles may be roll-out containers of various sizes or volume as provided by the City. The monthly fees assessed on the customer utility bill shall be based on number of containers requested by the customer and /or the size of the container(s).
- b) The container(s) shall be issued to a residential address and shall not be removed from the premises.
- c) The roll-out containers shall be the property of the City and must not be painted, marked, abused, mutilated, altered or modified in any way. Abuse and damage to a container by customers shall result in an assessment equal to the replacement cost of the container and/or time and materials involved to repair such container. Collection service may be discontinued until the assessed fees are paid to the City. Without limiting the foregoing general statement, examples of abuse include but are not limited to: overloading the container beyond the rated weight capacity of the container; fire damage caused by hot coals and/or ashes; painting or marking the container in any manner; or failing to follow the proper care and use instructions for the container.
- d) **Point of collection:** The container shall be placed at the curb or designated point of collection no earlier than 8:00 p.m. prior to the scheduled collection day and no later than 7:00 a.m. on the scheduled collection day. The container must be placed ~~at or near the driveway~~ on the addressed side of the residence approximately four (4') feet from any mailbox or other obstacle. On streets where "no parking" is allowed, the container shall be placed behind the curb. On streets where parking is allowed, the container shall be placed in the street with the wheels against the curb. **If a resident has more than one container they must be set at least four feet apart.** The Superintendent of Solid Waste or his designee may make reasonable exceptions to the foregoing location requirements as needed to meet unique circumstances or to avoid undue hardship caused by literal compliance.
- e) The container shall be removed from the designated **point of collection and returned to a location at least three (3) feet from the front edge of the structure** no later than ~~noon~~ **9:00 pm** the day ~~after~~ pickup is made. **Residents whose container is not removed from the curb or designated point of collection by 9:00 pm the day of scheduled collection and has to be removed by a city employee**

DRAFT

will have a fee assessed to their utility account as established in the rate schedule.

- f) **Missed service:** Residents whose containers were not collected because they were not placed at the required time or location as required by subsection (d) above are considered a “missed service.” Customers with a “missed service” may receive collection service for a fee as stated in the rate schedule which will be added to the monthly utility bill for that resident.
- g) A **lost or** stolen container shall be reported to the Solid Waste Department. **If the container is found within a block or two of the residence or on the same street by an employee of the Solid Waste Department a fee will be charged to the utility account as outlined in the rate schedule.** Also if a container is stolen at a time other than that described in subsection (d) and (e) above, the customer shall be assessed a fee to replace the container. If the container is later recovered, the replacement fee will be **credited** to the customer’s **utility account.**
- h) A customer may request a different size container when made available by the City. A container exchange fee will be charged for an exchange to a larger container. There is no exchange fee for requesting a smaller container. **An additional container of any size may be acquired by paying the fee stated in the rate schedule.**
- i) Excess garbage or rubbish **placed in plastic bags:** Excess garbage or rubbish that will not fit into the container may be put in plastic bags, not larger than 33 gallons, and placed at the curb at least four (4’) feet from the container. After dumping the container provided for **in** the base service, the driver will load the excess bagged garbage into the container for dumping. The driver will reload the container a maximum of twice per collection day. An Excess Garbage Fee will be assessed to the residential unit ~~for each reload~~ **as outlined in the rate schedule.**
- j) ~~The Excess Garbage Fee also applies to~~ Overloaded container: An overloaded container is one in which the capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not close properly. **An overloaded container fee will be assessed to the residential unit as outlined in the rate schedule.**
- k) ~~The Excess Garbage Fee shall be established in the Rate Schedule.~~

DRAFT

- l) Additional collection services will be provided to assist with excess garbage/rubbish that accumulates during the Christmas Holiday. There shall be no charge for this service; **this special free service does not apply to other collections such as white goods, bulky items or brush. On other holidays that cause the collection schedule to be delayed by one day each residential unit shall be authorized one additional bag of trash at no charge.**
- m) Carry out service for residents: Disabled households desiring special assistance on collection day must apply for that service at least one week prior to the first collection day, by providing the information and verifications required by the Superintendent of solid waste. At qualifying residential units, the solid waste department employees shall roll the container from its storage location to the curbside for emptying, and return the container to its storage location. The storage location shall be coordinated with the household, but shall be on the premises outside the residence and safely accessible to the employee.
- n) It shall be unlawful to park, place, allow, permit or cause to be parked, place any motor vehicle, trailer, boat, or similar obstruction ~~within five (5) feet of~~ **at the curb**, or obstruct in any manner the collection of solid waste contained in a ~~commercial or residential solid waste container~~ **on the scheduled collection day.** **In areas where there is no parking area available other than the curb the container must be at least six (6) feet away from any obstruction.**



- ~~o) Brush Service Brush shall be collected every other week from all residential and commercial premises. Limited collection of brush from residential and commercial premises shall be made once every other week at no charge provided the residential and commercial premise has an active utility account.~~

DRAFT

~~Brush shall be cut into not more than ten (10') foot lengths. All materials to be collected shall be neatly stacked at a point not more than four (4') feet from the side or front curb. Materials must not be placed in alleys, in a street, sidewalk, or other right-of-way, or in any manner that would interfere with vehicular or pedestrian traffic. No more than one (1) truck load of brush material shall be picked up from any single residential or commercial premise twice per month without charge. A truck load size pile shall represent measurements of 4'w x4't x12'l. Customers may request additional collections. An additional collection fee shall be established in the Rate Schedule.~~

~~(Ord. No. 2000-06, § 1, 2-1-00)~~

Sec. 11-69. Brush collection

- a) Brush collection shall be done biweekly on the scheduled collection day for that service area.
- b) Brush, tree limbs, and tree trunks must be cut in lengths of not more than ten (10) feet, and the pile shall not be mixed with any other waste, because it is taken to a location to be shredded or chipped and used for mulch or compost.
- c) Brush must be set within three (3) feet of the curb on the addressed side of the residence by 7:00 a.m. on the scheduled collection day, and placed away from fences, shrubs, signs, fire hydrants, gas meters, mailboxes, water meters, overhead wires, low hanging tree branches or other obstacles so as not to restrict pick up with a mechanical boom or grapple. Brush shall be placed at least four (4) feet away from the roll out container so as not to interfere with the automated emptying of the container. Exceptions to this shall only be given by the Superintendent or his designee.
- d) The collection of brush is part of the standard collection service, provided that the brush does not exceed three (3) cubic yards or the representative dimensions of three (3) feet wide x three (3) feet high x ten (10) feet long. Collection of brush in excess of three (3) cubic yards shall be assessed an excess brush fee as established in the rate schedule.
- e) Brush/**yard waste** shall be prohibited from being disposed of at the Transfer Station ~~except in designated areas~~. Brush/**yard waste** shall be accepted at the compost site and or other designated areas **on Tuesday and Thursday from 1:30 p.m. to 4:00 p.m.** All customers depositing brush/yard waste at the Compost

DRAFT

site must first report to the Transfer Station. It shall be unlawful to deposit any materials other than brush/**yard waste** in the compost area.

~~a) Every nurseryman, tree surgeon, and every person who cuts or trims trees, shrubs or grass as an independent contractor, shall remove or cause to be removed all trash from premises serviced by him and it shall be unlawful for such a person to deposit any tree, tree or shrub cuttings or trimmings at any location for collection by the city.~~

f) Every nurseryman, tree surgeon, and every person who cuts or trims trees or shrubs as an independent contractor, shall be required to register their business with the city and will be required to haul their cuttings to the compost facility or other site as designated by the solid waste superintendent.

(Ord. No. 2000-06, § 1, 2-1-00)



Sec. 11-70. Yard waste – grass clippings, leaves, garden trimmings.

a) Yard Waste such as tree leaves, grass **clippings and garden trimmings** shall be placed at the curb in biodegradable yard waste bags and shall not weigh more than forty pounds (40 lbs.) each. ~~Brush, tree trimmings and limbs shall be totally separated from all other waste, including metals, lumber, paper, plastic, furniture, and appliances.~~ Any waste regardless of quantity or size mixed with ~~tree and shrubbery~~ tree leaves, grass **clippings and garden** trimmings constitutes a violation of this section and shall not be collected.

DRAFT

- b) ~~Bags, recyclables, oversized brush, and bulky items~~ **Biodegradable Kraft bags with yard waste** shall be placed just behind the front curb of property line or edge of street pavement, **on the addressed side of the residence** provided the gross weight does not exceed forty (40) pounds. Collection material shall be placed no earlier than 8:00 p.m. the day prior to collection day, and no later than 7:00 a.m. on the day of scheduled collection. At all other times garbage and trash shall be kept at the side or rear of structure no closer to the street than the front of said structure.
- c) **The bags of yard waste shall be placed at least four (4) feet away from any obstacle to include the roll out container and they shall not be placed under any power lines or low hanging tree limbs.**
- d) **The biweekly collection of yard waste in biodegradable Kraft bags is included in the standard collection service fee.**
- e) **Biodegradable Kraft bags may be purchased from the City at the following locations: Solid Waste Operational Center, City Hall, Utility Administration, and the Central Fire Station. A fee will be charged for the bags as established in the rate schedule.**
(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-71. Special collection ~~material and noncollection material~~ services.

- ~~b) Special collection material will be collected by the solid waste department in accordance with the following regulations:~~
 - a) **Fees shall be assessed for collection services not included in the standard collection service. Fees shall be assessed to the residential address that generated the waste materials. The rates are as stated in the rate schedule.**
- ~~e) Special collection material will be collected by the solid waste department in accordance with the following regulations:~~
 - b) **Special collection services are provided once every other week on the normally scheduled collection day. Waste materials shall be placed at curbside no later than 7:00 a.m.**
 - d) ~~All items (example: bags, recyclables, tree limbs) intended for City Collection shall be placed behind front curb of property line or edge of street pavement.~~

DRAFT

~~Every person owning, managing, operating, leasing or renting property shall remove any items placed in the alleyway. Alley collection of refuse shall only be for commercial customers when deemed necessary by the Superintendent or his designee.~~

- ~~e) Bags, recyclables, oversized brush, and bulky items shall be placed just behind the front curb of property line or edge of street pavement provided that the gross weight does not exceed forty (40 lbs.) pounds. Collection material shall be placed no earlier than 8:00 p.m. the day prior to collection day, and no later than 7:00 a.m. on the day of scheduled collection. At all other times garbage and trash shall be kept at the side or rear of structure no closer to the street than the front of said structure.~~
- c) Examples of waste material collected for a fee are:
- (1) Bulky waste.
 - (2) Home furnishing or furniture items such as chairs, tables, couches, and mattresses.
 - (3) White goods or appliances such as, washers, dryers, and stoves. See other instructions pertaining to white goods in section 11-73 b).
 - (4) Excess household garbage/rubbish placed in plastic bags. Waste materials in plastic bags must be secured so as to not cause litter.
 - (5) Construction and demolition debris such as carpet, carpet padding, dismantled fences, sinks, commodes, and etc.
- d) All **special collection materials** ~~bulky trash and oversized brush items~~ shall not be placed at the curb any earlier than **8:00 p.m. the night before scheduled collection day.** ~~the weekend before scheduled collection week~~ and no later than 7:00 a.m., the morning of said collection day. ~~Bulky trash and oversize brush~~ **Special collection materials** shall not be placed out for collection in an alley but shall be placed at the front curb **on the addressed side** of the property line or edge of street pavement. No items should be placed out for collection under overhead lines of any type **or** low overhanging branches. **Items shall also be at least four (4') feet from any structure, fences, shrubs, signs, fire hydrants, gas meters, water meter boxes, mailboxes so as not to restrict pickup by a vehicle with a mechanical boom and grapple.** Exceptions to this shall only be given by the Superintendent or his designee.

DRAFT



Cost Of Bulk Disposal

Month	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	
OCT		20.66	107.98	93.47	113.12	112.89	
NOV		30.43	124.01	99.82	81.06	125.75	
DEC		83.22	123.27	102.92	71.82	100.01	
JAN		61.57	119.79	100.94	71.25	164.71	
FEB	57.7	41.83	111.71	82.17	63.56	193.5	
MAR	46.44	113.84	185.74	108.35	146		
APR	69.1	80.78	153.56	144.33	225.69		
MAY	59.77	43.94	141.48	198.43	162.28		
JUN	75.6	289.52	162.28	157.55	158.54		
JUL	77.63	117.31	123.07	129.81	88		
AUG	73.68	131.62	119.04	126.55	121		
SEP	82.65	108.16	91.82	105.29	107		
	14,812	30,654	42,690	43,716	47,147	22,731	\$186,939.21
							Average per year
						\$37,387.84	year
Tons per year	543	1123	1564	1450	1409	697	
Total tons collected					6785		

Sec. 11-72. White goods collection.

- a) White goods must be totally separated from all other waste to allow pickup by a collection vehicle equipped with a mechanical boom and grapple. The vehicle must have safe clearance for its operation, both lateral and overhead. Such items shall be placed behind front curb of the addressed side of the property line or edge of street pavement, no earlier than 8:00 p.m. on the day prior to collection and no later than 7:00 a.m. on the day of scheduled collection. Exceptions to this shall only be given by the Superintendent or his designee. A fee will be assessed to the utility bill for the collection of these items as established in the rate schedule.

DRAFT

- b) White goods containing chlorofluorocarbons (CFC's) shall not be placed for collection or collected until such time that the CFC's have been reclaimed by licensed personnel and labeled according to state law.
- c) White goods will be accepted at the Transfer Station free of charge provided they are metal and meet the requirements as stated in b) above.
(Ord. No. 2000-06, § 1, 2-1-00)

~~Sec. 11-55. Solid waste collection service. Moved to Sec. 11-67.~~

~~Sec. 11-56. Carry out service for residents. Moved to Sec. 11-69.~~

~~Sec. 11-57. Excess garbage or overloaded containers. Moved to Sec. 11-69.~~

~~Sec. 11-58. Disposal of brush/yard waste. Moved to Sec. 11-70 and 71.~~

Sec. 11-73. Commercial Collection services.

- a) Utility account: All commercial businesses shall establish a solid waste account with the utility administration department. A separate deposit as established in the rate schedule shall be required for solid waste services. All commercial customers who maintain their utility account without incurring a penalty for late payment for a period of eighteen (18) months shall receive a refund of their deposit. Such refund shall be credited to the customer's utility account. If the customer incurs more than one (1) late charge during any subsequent eighteen (18) month period, a deposit in the amount of the solid waste deposit charge in effect at the time the penalty is incurred will be billed to the customer's utility account.
- b) **Service level:** Upon request for garbage collection service, the Superintendent or his designee shall designate the service level requirements for that location. **Service options that are available, but subject to approval by the solid waste superintendent, or appointed designee are:**
 - (1) **Twice per week collection using the 96 gallon container.**
 - (2) **One (1) to five (5) collections per week using a selected size and quantity of dumpster container(s). Available sizes are 3, 4, 6, 8, and 10 cubic yard.**

The Superintendent or his designee, may upon notice, require replacement of containers and/or changes in container type or the service levels at any location when he deems the current service level to be inadequate causing a health, sanitation, or litter problem.

- c) The City shall furnish all commercial container(s) to be used in the collection

DRAFT

and removal of garbage and trash. ~~Public, business and commercial institutions owning their own containers shall have them replaced by a city owned container once the container is classified as unserviceable by the director or his designee.~~

- d) ~~Public, business and commercial institutions using the City's container system for the removal of garbage and trash shall provide a readily accessible site for placement of container(s) on the establishment's property. Locating containers in streets, right-of-way, the traveled portion of alleys, and sight triangles is strictly prohibited. Maintenance of the site, together with the approach shall be the responsibility of the owner. The City shall not be responsible for damage caused by collection vehicles to driveways, parking lots, or other sites.~~
- e) **Side doors and** lids for all containers furnished under this article shall be kept closed at all times except when the container is being filled **or unloaded for disposal**. Empty boxes shall be flattened before placing in such containers. Items that are larger than the container opening shall not be placed in the container. All items placed out for collection shall be located in a designated container unless otherwise approved in this article. Cleaning up materials spilled from the container when emptying shall be the responsibility of the property owner or occupant. **Putrescible waste shall be placed in disposable containers or plastic bags of sufficient wall strength to maintain physical integrity and capable of being secured from leakage. The disposable container with contents shall be placed unbroken, into the container.**
- f) **Excess garbage or rubbish that will not fit into the container may be put in plastic bags, not larger than 33 gallons, and placed at least three (3') feet from the sides of the container. In no way can the excess garbage impede the collection process. After dumping the container provided for in the base service, the driver will allow the customer to reload the excess bagged garbage into the container for dumping. One (1) on site reload will be allowed per collection day. If the customer elects not to reload the excess trash or the container can not be accessed by the operator it will not be collected and it will be the responsibility of the customer to call the solid waste department and schedule a return service. A fee shall be charged for this service as established in the rate schedule.**
- g) The Excess Garbage/On site reload fee also applies to overloaded containers. An overloaded container is one in which the container capacity is exceeded, which is indicated by trash extending above the container rim, so the lid will not

DRAFT

close properly. A fee shall be charged for this service as established in the rate schedule.

- h) ~~The customer shall be responsible for providing container screening.~~
- i) It shall be unlawful for any person to deposit any garbage, trash, or other material in any container furnished by the City other than the owner or occupant of any premise that is paying for the container service.
- j) For additional fees as established in the rate schedule, commercial customers may request special collection services for:
 - (1) The pickup of segregated brush.
 - (2) The pickup of bulky waste, such as furniture items and appliances.
 - (3) The removal of large or bulky items placed in containers.
- k) To the maximum extent possible, container(s) shall be issued to each commercial customer necessary to accommodate their specific disposal needs. However there are areas in the city that have limited space for container storage, or access is restricted for collection vehicles. In such cases, as approved by the solid waste superintendent or the appointed designee, a container may be placed in a common area to service several business activities or commercial customers. Shared container service shall be prorated by the number of customers using the container. The fee for use of the container shall be based on the rate schedule.

~~Sec. 11-68. Prohibited items for commercial containers.~~

- l) Is shall be unlawful to place any item in any container furnished by the City that because of weight, size, or other physical property, could cause damage to the collection vehicle. These items include, but are not limited to, any one item over three (3') feet in any dimension, any one item weighing in excess of fifty pounds (50 lbs.), any concrete, masonry products, or earthen materials **or furniture items such as couches and mattresses. Other items prohibited for placement in a container are: tires, tire and wheel combinations, dead animals, dead animal waste, lead acid batteries, paint, lawn mowers, liquid waste of any kind, engines, unbagged or unsealed putrescible waste, and hazardous waste materials of any type.**
- m) ~~Tires will not be accepted. If tires are collected undetected, they will be returned to the owner of the container.~~

DRAFT

- n) ~~Hazardous materials of any type or quantity either placed separately or commingled with any other garbage or trash.~~
- o) Persons, businesses, and other entities placing such items in any container furnished by the City will be required to remove these items before collection can take place. The solid waste department can be contacted to arrange for mechanical or manual assistance to remove such items for a fee to be established in the rate schedule.
- p) It shall be unlawful for any person to start a fire, burn any material in a solid waste container, or to paint or mark, **abuse, damage, alter, or modify the container in any way**, or to place any poster, placard, or sign upon the container. If the solid waste container is damaged due to any of the afore mentioned reasons, and it is found to be customer negligence, the customer will be charged for the repair or replacement of the container in accordance with a fee established in the rate schedule.

~~As of the effective date of this ordinance, all new container service requests must first comply with the following standards for container pads and screening prior to collection by the City:~~

- q) Concrete pad **and approach apron shall be constructed of concrete and shall** consist of at least four and one half (4½) sack mix, be a minimum of six (6") inches thick reinforced with one half (½") inch rebar ~~twelve~~ **fourteen** inches (12") **(14")** on center and the following measurements:
 - ~~3 cubic yard 12' x 10'~~
 - ~~6 cubic yard 12' x 16'~~
 - ~~8 cubic yard 12' x 17'~~
- r) The minimum dimensions of the approach apron shall be fourteen (14) feet wide and a depth of six (6) feet.
- s) The minimum dimensions of the concrete pad, where a single container sits, shall be fourteen (14) feet wide and twelve (12) feet deep.
- t) **The orientation of the pad shall accommodate a safe approach by the collection vehicle.** The pad shall be level with roadway or slope to roadway for easy access by collection vehicle. All pads for container service shall provide and maintain screening on at least three (3) sides. Screens may be constructed of

DRAFT

masonry block; wood or chain link fencing with slats. Doors are optional, but if installed, shall have features to secure doors in an open position while the collection vehicle is emptying the container. The doors will be opened by the collection driver and will be left in the open position to serve as notification that the container has been serviced. The screening shall be constructed so as to screen viewing by persons standing at ground level on the site, or an immediately adjoining property.

- u) The city maintains and repairs city owned containers on an as needed basis, such as painting, replacement of lids and doors, and welding repairs to the container body.
- v) It is the responsibility of the customer to keep the area around the point of collection clean and sanitary. If conditions are a nuisance, thereby causing a litter, odor, environmental, unsanitary, or potential health hazard, the condition shall be abated as directed by the solid waste superintendent. The customer shall pay all costs related to the cleanup, including but not limited to employee hourly wages, collection vehicle hourly rates, and the haul, and disposal costs for all solid waste collected.
- w) Locking devices are available to secure the container lid to prevent unauthorized access. The locking device allows the container to be secured at times needed, and does not have to be unlocked for the city to service the container. Fees are as stated in the rate schedule, and include a one time installation fee of the locking device and a monthly fee.

(Ord. No. 2000-06, § 1, 2-1-00)

~~Sec. 11-69. Refusal of service.~~

~~If any of the regulations and provisions contained herein is not adhered to, the City retains the right to refuse service to that container and/or customer.~~

~~(Ord. No. 2000-06, § 1, 2-1-00)~~

~~Sec. 11-70. Container pads for commercial containers.~~

Sec. 11-74. Roll-off services.

Roll-off containers are large, open top containers used primarily on construction sites to store construction and demolition debris. Roll-off containers are available for rental in sizes of 20, 30, and 40 cubic yards.

DRAFT

- a) To obtain the service, an agreement shall be signed with the Solid Waste Department. Any unauthorized materials found in the container will be removed before service or if they are found after dumping they will be returned to the customer. Examples of unauthorized items may be, but are not limited to; dead animals, brush, yard waste, tires, or white goods still containing CFCs.
- b) The fees for roll-off service are as stated in the rate schedule.
- ~~(j) Recycling Service. Recycling shall be collected every other week from all residential households. Collection of recyclables from residential households shall be made once every other week at no charge, provided the residential unit has an active utility account. Items to be picked up by the city may vary. Residents shall be given proper notice of such items.~~

Sec. 11-75. Recycling program.

- a) Placing recyclable material in an authorized recycling receptacle at a designated recycling location shall be deemed to vest title of the material to the city and shall not constitute abandonment of the material. Curbside recycling is a part of the normal collection service fee.
- b) It is hereby declared the recyclable material has value.
- c) Any person, other than an authorized employee, who collects, obtains, possesses, picks up, takes or otherwise removes any recyclable material from an authorized recycling receptacle or removes an authorized recycling receptacle that has been placed at a designated recycling location or both, commits the offense of “theft” as defined in the Texas Penal Code.
- d) The city operates one (1) citizen drop off site for recyclable materials. It is the Solid Waste Operational Center located at 2605 South FM 116.
- e) Generally accepted materials at the drop off site include: News print, office paper, junk mail, steel cans, scrap metal, aluminum cans, plastics #1 & #2, automotive materials such as waste oil, oil filters, and antifreeze of any color. A fee established in the rate schedule will be charged for oil filters.
- f) Scrap tires are accepted at the Solid Waste Operational Center, but a fee is charged as stated in the rate schedule.

DRAFT

- g) Materials brought to the citizen drop off site shall be placed in the designated container, or as directed by a site attendant.
- h) Residents are encouraged to participate in the curbside recycling program for the collection of designated recyclables. These items include:
 - News paper
 - Office paper/Junk mail
 - Cardboard/Chipboard
 - Aluminum cans
 - Steel cans
 - Plastics #1 & #2
- i) The service frequency is once every other week on the scheduled trash collection day, using a 22 gallon recycling “blue” bin.
- j) A resident may request up to two additional bins with lids, provided they are actively participating in the recycling program. If it is determined that a resident is not participating in the recycling program the 22 gallon recycling bins shall be confiscated at the discretion of the solid waste superintendent and returned to inventory.
- k) The recycling bin shall be placed at the curb approximately four (4) feet away from the city furnished roll out container no later than 7:00 a.m. on the scheduled collection day.
- l) In addition to the regular service a one time pickup of move-in cardboard boxes and packing paper is offered to new residents of Copperas Cove. The pickup service must be requested by contacting the solid waste department within three (3) months of establishing an account with the utility collection division. The collection will be done as soon as possible or the next scheduled recycle collection day. The boxes shall be flattened and stacked at the curb no later than 7:00 a.m. Up to six boxes are allowed to be filled with packing paper. Boxes that contain garbage or Styrofoam are not allowed. These materials shall not be collected and are the responsibility of the resident for proper disposal.
- m) Refuse and recyclables subject to being blown or scattered by winds and or vectors shall be covered, tied, weighted, or appropriately contained. Cardboard and paper have no recycling value if they are wet. Do not place at curbside for

DRAFT

collection if inclement weather is forecasted. An excess garbage fee is charged for the collection of wet cardboard or paper and other non usable recyclables. (Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-76. Transfer Station operations and services

The transfer station facility is the central receiving and transfer point for all municipal solid waste generated by the city. Persons authorized to dispose of waste at the facility are:

- (1) Copperas Cove residents and businesses.
- (2) Citizens and businesses in the rural areas.
- (3) Citizens from other municipalities.
- (4) Out of town contractors or businesses that have a work permit in the city.

~~Sec. 11-79. Transfer Station Vehicles entitled to unload.~~

- a) All persons or businesses hauling to the solid waste transfer station shall deposit such material only in the place designated by a transfer station attendant. Such dumping shall only be at times determined by the Solid Waste Superintendent and/or the operating permit issued by the Texas **Commission on Environmental Quality**.
- b) It shall be unlawful for any person to remove trash, waste or refuse, or any material from the transfer station without written permission of the Superintendent or his designee.
- c) The hours of operation for the public are 8:00 a.m. to 4:30 p.m. Monday through Friday. The facility is closed to the public on Saturday, Sunday, and the holidays of: New Year's Day, Martin Luther King Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and the day after, Christmas day and the day after.
- d) The transfer station must operate in compliance with the Texas Commission on Environmental Quality (TCEQ) rules and regulations, and the approved Site Operating Plan (SOP). The facility is not permitted to accept hazardous waste or most special wastes. Special waste is any solid waste because of quantity, concentration, physical or chemical characteristics or biological properties,

DRAFT

requires special handling and disposal to protect human health or the environment.

1) Special waste **ACCEPTED:**

- Dead animals (delivered to the site independently of other waste)

2) Special waste **NOT ACCEPTED:**

- Septic tank pumpings
- Medical waste from health care facilities.
- Grease and grit trap waste.
- Discarded materials containing asbestos.
- Segregated hazardous waste from small quantity generators.
- Slaughter house waste.
- Other waste classified as special waste by the Texas Commission on Environmental Quality (TCEQ) rules and regulations.

~~Sec. 11-73. Removal of junk and material from transfer station prohibited, exceptions.~~

- e) All material delivered to the transfer station for disposal is the property of the City and no person is allowed to separate and collect, carry off or dispose of same except under the directions of the Superintendent or his designee.

~~Sec. 11-80. Open vehicles transporting garbage refuse or debris prohibited.~~

- f) It shall be unlawful for any person to haul or otherwise transport any garbage, trash, refuse or debris within the corporate limits of the City of Copperas Cove in an open vehicle, truck, trailer or container which by its lack of adequate covering can permit the contents thereof to blow or fall from the said vehicle, truck, trailer or container. Nothing herein shall be construed to limit any applicable state or federal law or regulation. **A fee for uncovered loads will be charged as established in the rate schedule.**
- g) **Disposal of acceptable waste materials at the transfer station shall be calculated by the weight as determined by the on site scales. The fees are as established in the rate schedule.**
- h) **White goods are accepted at the transfer station without the payment of fees. However, any appliance such as freezer, air conditioning unit, or refrigerator**

DRAFT

must have a certification from a licensed technician that the appliance is free of refrigerant or chlorinated fluorocarbon (CFC).

- i) The transfer station accepts most tires from cars and pick up trucks for disposal. A fee is charged for each tire based on size, as stated in the rate schedule. Tires that have a bead of two (2) inches or greater or are still on the rim shall not be accepted for disposal.
- j) The City of Copperas Cove Solid Waste Operational Center operates a certified public scale which can accommodate most vehicles, except large tractor trailers. A fee is charged for the use of the scale as stated in the rate schedule.

(Ord. No. 2000-06, § 1, 2-1-00)

Sec. 11-81. ~~Materials which will not be collected by the city.~~

- ~~b) Hazardous materials and other items not included in pickup will be identified and a list of such items and any updates will become a part of this provision and will be available for inspection at the city offices. The authority of compiling such list and identification of such items rest with the city manager and or delegated persons.~~
- ~~c) A person who places, or permits another to place refuse from outside the city limits at any location with the intent for refuse to be collected by the city service.~~
- ~~d) Tires will not be collected from residential or commercial premises.~~
- ~~e) Disposal of special waste from a health care related facility by discarding, or by permitting another person to discard, with routine municipal solid waste.~~

Sec. 11-77. Rate Schedule.

- a) Variable rates shall be charged depending on the size and quantity of containers selected. This monthly base rate includes the standard collection services as stated in section 11-66 b). Sales tax shall be added to fees for goods and services where required by state law. A separate deposit of thirty five dollars (\$35.00) for residential and sixty dollars (\$60.00) for commercial shall be required for solid waste services when establishing a water services account with the utility

DRAFT

administration department. ~~The following rate schedules shall be effective and shall be charged to customers:~~

A) Residential Monthly Rates.

- 1) One-family residence \$13.00
 - 2) Two-family residence on one water meter \$26.00
 - 3) Two-family residence on separate water meters, each unit ...\$13.00
 - 4) Multifamily complexes with more than six (6) units and apartment complexes will be serviced with A dumpster utilizing the commercial rates in sec. 11-77. B) d (Commercial Monthly Rates).
- b) An additional container may also be obtained by paying an additional \$13.00 per month for each container. ~~All City provided containers shall remain the property of the City.~~
- c) No more than ~~one (1) truckload~~ **three (3) cubic yards** of brush material shall be picked up from any single residential ~~or commercial~~ premise twice-per-month without charge. ~~Truckload~~ **A three (3) cubic yard size pile** shall represent measurements of ~~4'x4'x12'~~ **3'x3'x10'**. ~~Customers may request additional collections~~ **Brush in excess of this amount shall be** charged a fee at the rate of six dollars (\$6.00) per cubic yard.
- d) Special collection service fee: Solid waste (excluding non-collectibles) that is identified under section 11-67 c) and is at curb on the scheduled collection day and is properly prepared for collection shall be picked up for the following fees:
- (1) Eighteen dollars (\$18.00) minimum for a volume up to three (3) cubic yards.
 - (2) Six dollars (\$6.00) per cubic yard in excess of three (3) cubic yards.
- f) Replacement cost for lost, stolen, or damaged roll out containers, recycling bins or parts through customer abuse or neglect: Fifteen dollars (\$15.00) service fee, plus cost to purchase replacement container or parts. The Fifteen dollar (\$15.00) fee shall also apply to containers that are reported as lost or stolen but found by an employee of the Solid Waste Department.

DRAFT

g) Yard waste bags shall be sold to residents at City's cost **thirty one cents (.31) plus tax.**

~~h) Excess Garbage Fee..... \$4.50~~

h) Automated container reload for excess garbage placed in plastic bag: Four dollars and fifty cents (\$4.50) per reload; maximum of two (2) reloads per collection, for a maximum fee of nine dollars (\$9.00).

i) Fee charged for an overloaded container: Four dollars and fifty cents (\$4.50).

j) Fee to remove roll out residential container from curb by city employee: Seven dollars and fifty cents (\$7.50).

k) Missed Service Fee..... \$10.00

~~l) Construction and building material piles smaller than two (2) feet x two (2) feet x six (6) feet in overall size shall be collected at a rate of six (\$6.00) per square yard.~~

n) A container exchange fee of ten dollars (\$10.00) shall be charged for all exchanges to a larger container or additional containers. This is a one time fee charged to the monthly utility bill. There shall be no charge for customers that exchange a larger container for a smaller container.

n) If a container is confiscated due to non-payment of solid waste fees a twenty five dollar (\$25.00) charge will be assessed to the utility account and the container will be returned only when the bill is paid in full.

B. Commercial Monthly Rates.

a) Commercial Automated Container Service: Garbage collected from commercial businesses utilizing the automated container shall be charged a monthly minimum fee of twenty one dollars (\$21.00) for twice-a-week pickup of one (1) automated container. There shall be a maximum of three automated containers at any one business. Additional containers shall be charged accordingly:

DRAFT

Commercial Collection 96 Gallon Container Rates

Number of Cans	Pickups per week	
	1x	2x
1	N/A	\$21.00
2	N/A	\$34.00
3	N/A	\$47.00

- b) ~~Excess garbage or rubbish that will not fit into the container may be put in plastic bags, not larger than 33 gallons, and placed beside the container. After dumping the container provided for in the base service, the driver will load the excess bagged garbage into the container for dumping. The driver will reload the container a maximum of twice per collection day. An Excess Garbage Fee of \$4.50 shall be assessed to the commercial establishment for each reload.~~
- b) **Automated container reload for excess garbage placed in plastic bag: Four dollars and fifty cents (\$4.50) per reload; maximum of two (2) reloads per collection, for a maximum fee of nine dollars (\$9.00).**
- c) Commercial and industrial garbage customers of the city shall be permitted to store garbage for collection in containers which are provided by the city and shall be charged the monthly collection rates and user fees for collection for the scheduled number of days collected from the size containers as shown below:
- d) **The owner operator, manager or person having care custody and control of an apartment complex, mobile home park or other high density residential complex (8 units or more) that, because of its geography, topography, design, capacity or other reason, impedes the ability of the city to collect solid waste through normal collection procedures, shall obtain collection containers provided by the city of a size and number sufficient to store garbage from the residential complex. The owner, operator, manager or person having care, custody and control of the complex shall be charged the monthly service collection fee for the scheduled number of days collected from the size containers as shown below:**

DRAFT

Commercial Collection Dumpster Rates

Days of Pickup Per Week Except Holidays						
Cubic Yards	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	User Fee
3	57.99	109.72	148.78	193.97	237.92	12.00
4	77.31	133.79	182.24	238.32	294.40	14.00
6	96.65	172.12	236.46	309.82	380.73	16.00
8	119.55	212.86	302.72	397.70	489.36	18.00
10	152.85	268.73	384.12	500.50	616.88	30.00

e) Fees for extra pick up:

Size of container	Customer reload on site	Return service fee
3	13.96	28.53
4	17.52	32.09
6	23.31	37.88
8	28.62	43.19
10	33.60	48.17

- f) Sharing of containers. At the discretion of the Solid Waste Superintendent commercial accounts in some areas may share the same container. In this event, each shall pay its respective fees and be jointly liable for cost of damages to the container as if the container were not shared between customers.

- g) Mechanical assistance to customer to unload unauthorized items in container, such as appliances, couches, engine blocks, etc: Forty dollars (\$40.00).

- h) Manual collection: One hundred ten dollars (\$110.00) per hour based on the total amount of time including; but not limited to, travel, loading, and disposal, plus weight of contents.

- i) Installation of locking device on commercial containers: Twenty five (\$25.00) installation fee plus Two dollars and fifty cents (\$2.50) monthly rental.

DRAFT

- j) Dumpster cleaning required by Solid Waste Superintendent or requested by customer, because of odor or unsanitary condition: Fifty dollars (\$50.00) per wash.
- k) Necessary dumpster cleaning, painting, and repair after a fire in the container: Minimum of one hundred eighty five dollars (\$185.00) or total cost of repair/replacement.
- l) When an existing or prospective customer requires a service for which the above rates do not pertain, and the Solid Waste Superintendent has the capability and desire to provide that service, the Solid Waste Superintendent will determine the charges based upon a study by him to determine the cost of providing such a service.

C. Transfer Station Rates.

- a) The following rates on all vehicles, containers, trailers and trucks, from commercial and private haulers, residents and nonresidents of the City of Copperas Cove, Texas depositing Municipal Solid Waste, as defined in the Texas Municipal Solid Waste Act, as amended on June 18, 1993, and more particularly as "Solid Waste resulting from and incidental to Municipal, Community, Commercial, Institutional, and Recreational activities, including garbage, rubbish, ashes, street cleanings, dead animals, brush, yard waste, and all other solid waste other than industrial and hazardous solid waste", shall be charged a fee equal to: forty seven dollars (\$47.00) per ton, unless authorized in a separate agreement with the City.
- b) In the event, the scales at the transfer station are not operational, a rate equal to: seventeen dollars (\$17.00) per cubic yard for all compacted waste, or twelve dollars (\$12.00) per cubic yard for all un-compacted waste will be charged for all waste as listed in paragraph (a) above.
- c) In any event, a minimum charge for two hundred forty pounds (240) or less will be equal to: ~~five dollars (\$5.00)~~ five dollars and sixty four cents (\$5.64) plus tax per vehicle will be charged for any user of the City of Copperas Cove transfer station.
- d) Deposit for recurring use of the transfer station in order to be able to charge disposal costs: Six (6) months of good payment history with cash or check and then 25% of average monthly usage or seven hundred and fifty dollars (\$750.00) which ever is less.

DRAFT

- e) Passenger/light truck tires, less than 17.5 inch rim diameter ~~two dollars (\$2.00)~~
three dollars (\$3.00).
- f) Truck tires, greater than or equal to 17.5 inch rim diameter ~~six dollars (\$6.00)~~
seven dollars (\$7.00).

D. Recycling Center Rates.

- a) Used oil filters **one dollar** \$1.00.

E. Miscellaneous Fees.

~~Container exchange to larger container.....~~\$10.00

- a) **Surcharge for** uncovered load ~~three dollars \$3.00~~ **twelve dollars \$12.00**
- b) An open vehicle, truck, trailer or container which by its lack of adequate covering can permit the contents thereof to blow or fall from the said vehicle, truck, trailer or container, there shall be a penalty for violation hereof shall be by fine of not to exceed two hundred dollars (\$200.00).
- c) **Open top roll off container rental charges will consist of the following:**
 - (a) **Delivery fee \$125.00**
 - (b) **Service fee \$125.00**
 - (c) **Daily rental: 40 yard container \$5.00**
30 yard container \$4.66
20 yard container \$4.33
 - (d) **Waste disposal \$47.00 per ton or the current tipping fee.**
- d) **Public scale fee:**
 - (a) **Weight Ticket \$8.00**
 - (b) **Copy of ticket \$5.00**

DRAFT

~~Sec. 11-85. — Collection of Fees.~~

~~The charges for the removal and disposal of all garbage, trash or rubbish shall be entered by the city controller in their respective amounts as charges against each such person on the water and sewer bill of such person and the amount so fixed and charged shall be collected monthly in connection with and as a part of the water and sewer bills of the city. Should any person of any place of abode or of any place of business fail or refuse to pay the charges fixed against him and his place of abode or his place of business when due, the city shall be authorized to cut off and disconnect the water and sewer services to his place of abode or place of business and against which such garbage pickup fees have been fixed and assessed, and in addition thereto shall be authorized to discontinue garbage pickup services until such fees have been paid in full.~~

City of Copperas Cove City Council Agenda Item Report

August 5, 2008

Agenda Item No. I-3

Contact – Michael Mundell, Solid Waste Superintendent, 547-4242
mmundell@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on Ordinance No. 2008-26, amending the City of Copperas Cove's Code of Ordinances, Chapter 11, Municipal Utilities and Services, Article IV, Solid Waste Collection and Disposal.

1. BACKGROUND/HISTORY

At the beginning of this fiscal year, City staff was asked to review the City's ordinances and operating procedures. After making that review it was determined that the last substantive update to the Solid Waste Ordinance was completed in 2000. It was associated with the transition from manual collection to automated collection. At the time of the change automated collection was still relatively new to the industry and although the overall process remains basically the same, some of the associated sub-processes have been refined. For the average citizen the current version of the ordinance is difficult to utilize and understand.

2. FINDINGS/CURRENT ACTIVITY

During this review it was determined that there were several housekeeping items that needed to be addressed. There were also some major procedural and operating system changes made. Some of the major changes are:

- Requiring a deposit for residential and commercial accounts.
- Changing the bulk collection service to a special items collection service with fees associated with it.
- Reducing the amount of brush collected free of charge per biweekly collection.
- Restricting the parking of boats, trailers, RV's, cars, etc. at the curb on scheduled collection day.
- Increasing the missed service fee.
- No longer accepting brush at the Transfer Station.
- The requirement for nurserymen, tree surgeons, and persons who cut or trim trees or shrubs as an independent contractor to register their business with the City.

- Requiring the owner or property manager of an eight plex or above to pay for solid waste services and all associated charges.
- Charging a fee for removal of a trash container from the curb after collection.

-

There are some other minor changes and service additions such as:

- Manual or mechanical assistance fee to remove unauthorized items from a commercial container.
- Increasing the uncovered load fee from \$3.00 to \$12.00.
- The requirement to have at least four feet (4') between automated containers.
- An improved definition of bulky waste, construction waste, and excess garbage.
- Service fee to send a City employee out to find a lost container.

-

These lists are certainly not all inclusive but are some of the changes that the staff thought might be of the greatest interest to the Council and Citizens.

As required by Article V. Sec. 5.01. and Sec. 5.02. of the City Charter, the Ordinance has been reviewed by the City Attorney and the Municipal Court Judge.

3. FINANCIAL IMPACT

Over the course of the last five years \$213,367 has been spent on the disposal of bulky waste for an annual average of \$42,673. In the current fiscal year the City will spend over \$50,000 on disposal of bulky waste. It is estimated that \$68,000 in revenue will be generated in the coming fiscal year by changing the bulky waste collection process and an estimated \$15,450 by charging for the removal of the trash container from the curb after collection and from providing mechanical and manual assistance. The numbers are expected to decrease over time as the new policy becomes better known.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends City Council approve Ordinance No. 2008-26, amending the City of Copperas Cove's Code of Ordinances, Chapter 11, Municipal Utilities and Services, Article IV. Solid Waste Collection and Disposal.

INTERLOCAL GOVERNMENT AGREEMENT TO SHARE FACILITIES

STATE OF TEXAS, COUNTY OF CORYELL

This agreement is entered into on the 1st day of September, 2008 the between the City of Copperas Cove, a municipal corporation of the State of Texas, herein called the “City” and the Copperas Cove Independent School District, a public school of the State of Texas, herein called the “District.”

WHEREAS, the governing bodies of the City of Copperas Cove and the Copperas Cove Independent School District desire to share facilities with each other for the betterment of the community;

WHEREAS, the City and the District seek to re-affirm their long standing sharing of facility arrangements by formulating a written agreement defining the terms and conditions of shared facilities; and

WHEREAS, the City and the District have determined that in the best interest of taxpayer funds and overall efficiency of service delivery and agreement for sharing facilities is desired.

NOW THEREFORE, THE FOLLOWING TERMS AND CONDITIONS ARE AGREED:

SECTION I

ENTITIES DEFINED

This agreement is applicable only to the legal government entities stated above, and does not apply to organizations associated with, but not legally a part of, each entity. Usage by organizations other than the stated entities must be approved by both the “City” and “District”.

SECTION II

DISTRICT FACILITIES AVAILABLE TO THE CITY

Unless specifically stated, the facilities owned by the District that are available to the City free of charge and are covered under this Agreement include the following facilities for the indicated dates and hours:

- 1) Outdoor Practice Fields at all elementary and intermediate schools year-round, but only after 4:00 p.m. on school days and between the hours of 8:00 a.m. and 8:00 p.m. on all other days. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 2) Tennis Courts at all schools, excluding high school athletic annex courts, year-round, but only after 4:00 p.m. on school days and between the hours of 8:00 a.m. and 8:00 p.m. on all other days; scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 3) Up to five (5) gymnasiums at elementary or intermediate schools (selected on a yearly basis), Mondays, Tuesdays, Wednesdays, Thursdays and Saturdays from November 1 to January 29th, and Sunday afternoons from January through March (not to exceed 968 hours per year) if the high school and/or junior high schools do not need gyms for practice or tournament play. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.

- 4) The gymnasium at Avenue E Alternative Learning Center. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 5) The Soccer Complex at Avenue E alternative Learning Center for games only at times coordinated with Athletic Director.
- 6) One track (selected yearly) on a year-round basis. Scheduling subject to standard District policy and availability as coordinated with the Athletic Director.
- 7) The use of a computer lab for adult and senior citizens basic computer instruction for up to 48 hours of use (evening and weekend) per year. Scheduling subject to standard District policy and availability.

SECTION III
CITY FACILITIES AVAILABLE TO THE DISTRICT

Unless specifically stated, the facilities owned by the City that are available to the District free of charge and are covered under this Agreement include the following facilities for the indicated dates and hours:

- 1) The City Civic Center year-round use; scheduling subject to standard City policy and availability.
- 2) Turkey Creek Activity Center year-round use; scheduling subject to standard City policy and availability.
- 3) Allen House year-round use; scheduling subject to standard City policy and availability.
- 4) City Park and South Park Pools year-round for official swim team use; scheduling subject to availability.
- 5) Softball field #3, #4, and #5 at the City Park.
 - * Girls softball field #3 not available mid March through July.
 - * Adult softball field #5 year-round use scheduling subject to standard City policy and availability.
 - *Field #4 year-round use scheduling subject to standard City policy and availability.
- 6) Hills of Cove Golf Course year-round golf program for the official team.
 - * Unlimited use of golf course and driving range 7 days a week. (Monday through Friday and weekends and holidays after 12:00 p.m. Tee times subject to availability.)
 - * Use restricted to golf coaches and team members of the High School and Junior High School golf programs, as group or individuals with approved adult supervision.
 - * Three (3) tournaments per year.
 - * Cart rental not included.
 - * Annual fee of \$4,000.00 due in September of each year of the contract period.
- 7) Use of Channel 10 subject to availability.

SECTION IV
ADDITIONAL USAGE

If either the City or the District requests the expansion of the number of hours set forth in this Agreement, or if either the City or the District requests the use of additional facilities not described in Sections II or III of this agreement, facilities may be made available based on mutual agreement, and availability of the facility.

SECTION V
MAINTENANCE OF FACILITIES

Maintenance of facilities, to include repairs, upkeep, and custodial services shall be the responsibility of the entity, which owns the facility. When using the other entity's facility, however, each entity shall agree to leave it in the same condition, as it was when the activity began, and shall endeavor to keep the facility as clean as possible.

SECTION VI
SUPERVISION

In cases where the District is using City facilities under the provisions of this Agreement, such activities shall be considered as District sponsored, be an integral part of the District's instructional program, and shall be under the supervision of District personnel designated by the District.

In cases where the City is using District facilities under the provisions of this Agreement, such activities shall be considered as City sponsored, be an integral part of the City's program, and shall be under the supervision of City personnel by the city.

SECTION VII
RESPONSIBILITY AND LIABILITY

In cases where the District uses City facilities under the provisions of the agreement, the District agrees to abide by all City rules and regulations while on City property. In addition, the District also agrees to be responsible for any and all claims, which may arise from the usage, and shall hold the City harmless from any liability claims, which may arise from the event. The District also agrees to be responsible for any property damage, which may arise from such usage.

In cases where the City uses District facilities under the provisions of the agreement, the City agrees to abide by all District rules and regulations while on District property. In addition, the City also agrees to be responsible for any and all claims, which may arise from the usage, and shall hold the District harmless from any liability claims, which may arise from the event. The City also agrees to be responsible for any property damage, which may arise from such usage.

SECTION VIII
POINT OF CONTACT

Unless otherwise stated, the point of contact for the District for implementing and scheduling usage under the provisions of this agreement shall be the Deputy Superintendent. All requests to use District facilities from the city must be submitted by the City point of contact in writing (fax, email, etc.), and it shall be his/her responsibility to coordinate the usage with District personnel and issue written approval to such requests. All District requests to use City facilities must originate with the Deputy Superintendent and be in writing.

Unless otherwise stated, the point of contact for the City for implementing and scheduling usage under the provisions of this agreement shall be the Director of Community Services. All requests to use City facilities from the District must be in writing (fax, email, etc.), and it shall be his/her responsibility to coordinate the usage with City personnel, and issue written approval to such requests. All city requests to use District facilities must originate with the Director of Community Services and be in writing.

SECTION IX
ADMINISTRATIVE PROCEDURES AND SCHEDULING

District activities have precedence in usage of district facilities. In order for the City to use District facilities, the City's point of contact shall submit a written request to the District's point of contact. It shall be the District point of contact's responsibility to work with other District personnel to determine if the facility is available, and to work out the scheduling. Once this has been done, the District point of contact shall inform the City in writing within seven (7) days on the status of the request and the determination made, and shall file copies with appropriate District personnel. The District point of contact shall be responsible for monitoring City usage of District facilities in respect to the provisions of this agreement.

City activities have precedence in usage of City facilities. In order for the District to use City facilities, the District's point of contact shall submit a written request to the City's point of contact. It shall be the City point of contact's responsibility to work with other City personnel to determine if the facility is available, and to work out the scheduling. Once this has been done, the City point of contact shall inform the District in writing within seven (7) days on the status of the request and the determination made, and shall file copies with appropriate City personnel. The City point of contact shall be responsible for monitoring District usage of City facilities in respect to the provisions of this agreement.

SECTION X
TERM OF AGREEMENT

This annual Agreement will be reviewed in August by both parties. Effective dates of this Agreement are September 1, 2008 to August 31, 2009.

Either party may request re-negotiation of the Agreement with 30 days notice.

Agreement is hereby approved and executed in duplicate originals on this 12th day of August 2008, by the representatives of the City and the District as authorized by their governing bodies.

Andrea Gardner
City Manager

Rose Cameron, Ed.D.
Superintendent

ATTEST:

ATTEST:

Jane Lees
City Secretary

Bobby Ott, Ed.D.
Deputy Superintendent

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-4

Contact – Ken Wilson, Director of Community Services, 542-2719

kwilson@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on authorizing the City Manager to enter into an Inter-local Agreement with the Copperas Cove Independent School District to share facilities for recreational purposes.

1. BACKGROUND/HISTORY

The City of Copperas Cove and the Copperas Cove Independent School District continue to benefit from the ongoing relationship through the sharing of athletic and recreational facilities. The City and the District have determined that it is in the best interest of taxpayers' funds and overall efficiency of service delivery to use both facilities.

The Parks and Recreation Department utilizes CCISD tennis courts, practice fields, gymnasiums, the auditorium at Ave. E, the soccer field at Ave. E, a track, and computer labs for city organized sports leagues and recreational classes throughout the year.

The District utilizes the Civic Center, Turkey Creek Activity, Allin House, City Park and South Park pools, softball fields, Hills of Cove Golf Course, and the use of Channel 10 for District sponsored activities.

2. FINDINGS/CURRENT ACTIVITY

This agreement defines the terms and conditions of the shared facilities. The term of this contract will begin September 1, 2008 and will be for a term of one year. The contract will be reviewed by both agencies in August 2009 for the 2009/2010 agreement. Only minor word and date changes are proposed to the existing agreement. This agreement has been reviewed by the City, the City Attorney and the School District.

3. FINANCIAL IMPACT

Utilization of facilities for District or City sponsored activities is free of charge with the exception of the golf course. The District will pay an annual fee of \$4,000 for the use of the golf course and driving range for official golf team use. Upkeep of facilities will be the financial responsibility of each party.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council authorize the City Manager to enter into an agreement with CCISD to provide facilities for city sponsored recreational activities.

Investment Summary

Prepared for:	City of Copperas Cove	Contract ID # :	2008-0066
Contact Person:	Scott Wallace	Issue Date:	4/14/08
Address:	507 Main Street Copperas Cove, Texas 76522	Salesman:	L.Midditt/ S.Cleaveland
Phone:	254.547.4221	Tax Exempt:	Yes / No
Fax:	254.547.4301		
Email:	swallace@ci.copperas-cove.tx.us		

Product Service & Equipment	On Signature	On Delivery	As Verified	As Progress Occurs	Totals	Maintenance
Total Hardware & System Software	275.00	825.00			1,100.00	
Total Applications Software						
License Fees	6,187.50	14,850.00	3,712.50		24,750.00	6,188.00
Total Professional Services						
Hardware Services				250.00	250.00	
On-Site Services				14,250.00	14,250.00	
Data Conversion & Assistance				5,025.00	5,025.00	
Estimated Travel						
Estimated On-Site Services Travel Expense				4,710.00	4,710.00	
Estimated Data Conversion Assistance Travel Expense				738.00	738.00	
Totals	6,462.50	15,675.00	3,712.50	24,973.00	50,823.00	6,188.00

	Initial Fees	Monthly Fees**
Total Monthly Services		
Internet Services and Products	800	250
**Please note this is not an Annual agreement, the fees listed herein are monthly fees.		
Totals	800	250

Software Licenses and Professional Services

Application Software	Pricing			INCODE - Implementation			Annual Maintenance
	QTY	License Fee	Conversion	Estimated Hours	Estimated Services	Total Cost	
INCODE Customer Relationship Management Applications							
Building Projects	1	6,600	5,025	48	6,000	17,625	1,650
Call Center	1	7,700		34	4,250	11,950	1,925
INCODE Mapping	1	4,950		8	1,000	5,950	1,238
INCODE Content Management							
Tyler Content Manager LE	1	5,500		24	3,000	8,500	1,375
- Image Enables all INCODE Applications							
- Requires Microsoft SQL Server							

INCODE Subtotal		24,750	5,025	114	14,250	44,025	6,188
Total		24,750	5,025	114	14,250	44,025	6,188

Accu4GL

Conversion Breakdown

Application Software	Conversion Programming Fee	Estimated Hours	Estimated Services
Building Permits	3,025	16	2,000
Conversion Total	3,025	16	2,000

Hardware, System Software and Installation Fees

Network File Server and System Software	QTY	Purchase Price	Installation Expenses	Annual Maintenance	Maintenance Source
System Software					
Cilix Access Essentials with 5 named connections and subscription advantage	1	1,100			
Installation and Configuration of System	1		250		
Total		<hr/> 1,100	<hr/> 250		

*Please Note: This hardware configuration includes Servers and PC's available at the time of this proposal. Due to the increased rate of obsolescence, INCODE reserves the right to substitute PC's and/or components of equal or greater value based on availability at the time of the order.
Please refer to INCODE's RMA policy for all returns.*

Online Services and Products

Service	QTY	Charges	Initial Year	Annual Fee
INCODE Online Component Setup				
One Time Setup Fee	1	800	800	
- Hardware Configuration				
- DNS registration				
Monthly fee to support and host Web site		50 /month	600	600
INCODE Building Projects Online Component				
Monthly support/maintenance fee		100 /month	1,200	1,200
- Display of project status				
- Display of projects for payment				
- Schedule/Re-Schedule inspections				
- Security -- SSL (Secure Socket Layer)				
- Payment Processing - Credit Card				
• Payment packet is created to be imported to Building Project System				
<i>NOTE: Customer pays \$1.25 fee per transaction for payment on-line.</i>				
INCODE Call Center Online Component				
Monthly support/maintenance fee		100 /month	1,200	1,200
- Create code enforcement complaints online				
- View complaints (open, closed)				
- Security -- SSL (Secure Socket Layer)				
Total			3,800	3,000

Note: INCODE's Online modules support merchant accounts through ETS and Authorize.net.
 INCODE's Online modules utilize INCODE Web Services which require a dedicated public IP address (provided by Entity).

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-5

Contact – Carl Ford, Director of Development Services, 547- 4221
cford@ci.copperas-cove.tx.us

SUBJECT: Consideration and action to authorize the City Manager to enter into an agreement with Tyler Technologies for the Incode Building Module software purchase in the amount of \$50,823.

1. BACKGROUND/HISTORY

In the FY 2007 budget, funds were encumbered to cover a software upgrade for the Building Department. Over this period the Building and Development Department has researched various options. The Building Department requested software demonstrations from multiple vendors in its search for the system that would best serve the City of Copperas Cove. Various members of staff participated in the demonstration and feedback process.

2. FINDINGS/CURRENT ACTIVITY

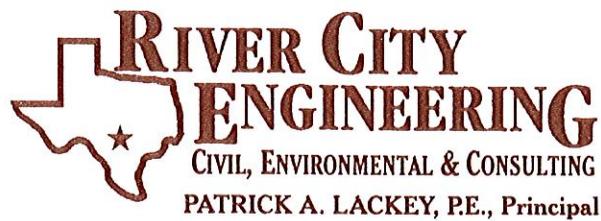
The department decided that using the Incode system would provide several benefits to the City. The City currently uses Incode software as the financial system and this building module will directly link to the financial system which will improve internal controls. The building module software will provide benefits to the Building Department along with other departments throughout the City. This software will link with our current financial and utility software and will allow the building inspectors to work more efficiently out in the field with the software.

3. FINANCIAL IMPACT

The purchase of the Incode Building Module Software will be financed through a three year capital lease purchase with Chase Equipment leasing. The FY 2007 encumbrance is being used to cover this year's capital lease payments. Next year's proposed budget includes the annual requirement for the capital lease. The annual cost is \$17,865.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council to authorize the City Manager to enter into an agreement with Tyler Technologies for the Incode Building Module software purchase in the amount of \$50,823.



August 8, 2008

Mr. Bob McKinnon
CITY OF COPPERAS COVE
P.O. Drawer 1449
Copperas Cove, Texas 76522

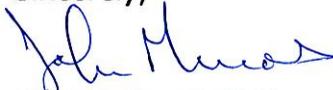
**RE: Bid Recommendation
Turkey Run Pump Station and 30-Inch Water Line Project**

Dear Mr. McKinnon:

On Tuesday, July 29, 2008 five (5) bids were received for the above listed project. Each contractor's bid was in accordance with the contract documents prepared by our firm. **Shelton & Shelton Plumbing** submitted the lowest Base Bid of **\$1,579,982.67**. We have enclosed the bid tabulations results for your review and consideration. We have checked the qualifications and references of the low bidder and find them to be in order. We therefore recommend the City award the project to **Shelton & Shelton Plumbing** in the amount of **\$1,579,982.67**.

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

Sincerely,



John J. Muras, P.E.

P:\Projects\5019 (Copperas Cove)\77-Turkey Run Pump Station Improvements\Construction Services\Bid Documents\Bid-Recommendation.doc

CITY OF COPPERAS COVE
TURKEY RUN PUMP STATION AND 30-INCH WATER LINE
BID TABULATION
JULY 29, 2008 - 2:00 PM

City of Copperas Cove
Bid 2008-11-93

Item #	Item	Shelton & Shelton Plumbing		Austin Engineering Co		Keystone Construction	
		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Section One - Phase One							
1	Bonding, Mobilization and Insurance		\$18,426.00		\$35,000.00		\$37,062.00
2	Environmental Protection / SWPPP	\$514.00	\$514.00	\$600.00	\$600.00	\$1,399.00	\$1,399.00
3	Construction Materials Testing	\$9,803.00	\$9,803.00	\$1,700.00	\$1,700.00	\$5,087.00	\$5,087.00
4	High Service Pump Station	\$334,896.00	\$334,896.00	\$220,000.00	\$220,000.00	\$188,698.00	\$188,698.00
5	Yard Piping	\$196,100.00	\$196,100.00	\$220,000.00	\$220,000.00	\$154,152.00	\$154,152.00
6	Electrical, Instrumentation and Control	\$371,410.00	\$371,410.00	\$318,000.00	\$318,000.00	\$352,997.00	\$352,997.00
7	Electrical Building	\$27,803.00	\$27,803.00	\$10,000.00	\$10,000.00	\$58,137.00	\$58,137.00
8	Site Work	\$33,519.00	\$33,519.00	\$30,000.00	\$30,000.00	\$16,031.00	\$16,031.00
9	Trench Excavation Safety	\$501.00	\$501.00	\$500.00	\$500.00	\$3,179.00	\$3,179.00
10	Erosion and Sedimentation Control	\$3,395.00	\$3,395.00	\$4,400.00	\$4,400.00	\$6,358.00	\$6,358.00
11	Preventative Maintenance for existing pumps	\$29,257.00	\$29,257.00	\$28,200.00	\$28,200.00	\$37,528.00	\$37,528.00
Total Section One:				\$1,025,624.00 *		\$868,400.00	\$860,628.00
Section Two - Phase Two							
12	Bonding, Mobilization and Insurance	\$13,041.00	\$13,041.00	\$40,000.00	\$40,000.00	\$7,630.00	\$7,630.00
13	Environmental Protection / SWPPP	\$514.00	\$514.00	\$600.00	\$600.00	\$1,399.00	\$1,399.00
14	Construction Materials Testing	\$9,803.00	\$9,803.00	\$3,000.00	\$3,000.00	\$6,358.00	\$6,358.00
15	Temporary Traffic Control	\$1,672.00	\$1,672.00	\$14,000.00	\$14,000.00	\$7,630.00	\$7,630.00
16	30" Class 250 D.I.P.	\$146.00	\$373,614.00	\$205.00	\$524,595.00	\$195.00	\$499,005.00
17	30" G.V. w/ valve box	\$30,220.00	\$30,220.00	\$32,000.00	\$32,000.00	\$36,369.00	\$36,369.00
18	24" Stub-out including pipe and valve	\$29,038.00	\$29,038.00	\$13,800.00	\$13,800.00	\$34,810.00	\$34,810.00
19	18" G.V. w/ valve box	\$13,521.00	\$27,042.00	\$10,300.00	\$20,600.00	\$19,033.00	\$38,066.00
20	Connect to existing 18" WL	\$18,408.00	\$18,408.00	\$15,000.00	\$15,000.00	\$8,055.00	\$8,055.00
21	6" Comb. Air/Vacuum Release Valve	\$9,452.00	\$18,904.00	\$9,800.00	\$19,600.00	\$11,147.00	\$22,294.00
22	Street Repair	\$29.53	\$18,574.37	\$48.00	\$30,192.00	\$66.00	\$41,514.00
23	Asphalt Trench Cut & Repair	\$19.84	\$3,134.72	\$52.00	\$8,216.00	\$89.00	\$14,062.00
24	Silt Fence	\$2.06	\$1,266.90	\$2.00	\$1,230.00	\$3.00	\$1,845.00
25	Soil Retention Matting	\$3.76	\$1,654.40	\$2.00	\$880.00	\$4.00	\$1,760.00
26	Site Restoration / Re-vegetation	\$2.45	\$6,269.55	\$2.00	\$5,118.00	\$11.00	\$28,149.00
27	Trench Excavation Safety	\$0.47	\$1,202.73	\$1.00	\$2,559.00	\$1.00	\$2,559.00
Total Section Two:				\$554,358.67		\$731,390.00	\$751,505.00
28	Alt Bid Item for Conc. Cylinder Pipe	\$191.50	\$490,048.50		No Bid		No Bid
29	Alt Bid Item for Steel Pipe	\$260.00	\$665,340.00		No Bid		No Bid
GRAND TOTAL BASE BID (ITEMS 1 - 27)				\$1,579,982.67 *		\$1,599,790.00	\$1,612,133.00
GRAND TOTAL ALT. BID #1 (ITEMS 1-15, 17-26 & 28)				\$1,696,417.17 *		No Bid	No Bid
GRAND TOTAL ALT. BID #2 (ITEMS 1-15, 17-26 & 29)				\$1,871,708.67 *		No Bid	No Bid

* Italics represents corrected values

CITY OF COPPERAS COVE
 TURKEY RUN PUMP STATION AND 30-INCH WATER LINE
 BID TABULATION
 JULY 29, 2008 - 2:00 PM

Item #	Item	Quantity		Matous Construction		Central Road & Utility	
		Unit	Amount	Unit Price	Amount	Unit Price	Amount
Section One - Phase One							
1	Bonding, Mobilization and Insurance	1	LS	\$45,000.00	\$45,000.00	\$76,160.00	\$76,160.00
2	Environmental Protection / SWPPP	1	LS	\$1,000.00	\$1,000.00	\$6,160.00	\$6,160.00
3	Construction Materials Testing	1	LS	\$6,000.00	\$6,000.00	\$5,600.00	\$5,600.00
4	High Service Pump Station	1	LS	\$305,000.00	\$305,000.00	\$366,778.00	\$366,778.00
5	Yard Piping	1	LS	\$198,000.00	\$198,000.00	\$194,320.00	\$194,320.00
6	Electrical, Instrumentation and Control	1	LS	\$350,000.00	\$350,000.00	\$347,200.00	\$347,200.00
7	Electrical Building	1	LS	\$40,000.00	\$40,000.00	\$22,176.00	\$22,176.00
8	Site Work	1	LS	\$27,000.00	\$27,000.00	\$51,811.00	\$51,811.00
9	Trench Excavation Safety	1	LS	\$3,000.00	\$3,000.00	\$2,240.00	\$2,240.00
10	Erosion and Sedimentation Control	1	LS	\$3,000.00	\$3,000.00	\$16,707.00	\$16,707.00
11	Preventative Maintenance for existing pumps	1	LS	\$33,000.00	\$33,000.00	\$23,464.00	\$23,464.00
Total Section One:					\$1,011,000.00		\$1,112,616.00
Section Two - Phase Two							
12	Bonding, Mobilization and Insurance	1	LS	\$40,000.00	\$40,000.00	\$23,520.00	\$23,520.00
13	Environmental Protection / SWPPP	1	LS	\$1,000.00	\$1,000.00	\$5,600.00	\$5,600.00
14	Construction Materials Testing	1	LS	\$6,000.00	\$6,000.00	\$4,480.00	\$4,480.00
15	Temporary Traffic Control	1	LS	\$6,000.00	\$6,000.00	\$10,752.00	\$10,752.00
16	30" Class 250 D.I.P.	2559	LF	\$173.00	\$442,707.00	\$156.00	\$399,204.00
17	30" G.V. w/ valve box	1	EA	\$33,000.00	\$33,000.00	\$35,392.00	\$35,392.00
18	24" Stub-out including pipe and valve	1	LS	\$27,000.00	\$27,000.00	\$26,953.00	\$26,953.00
19	18" G.V. w/ valve box	2	EA	\$10,000.00	\$20,000.00	\$16,744.00	\$33,488.00
20	Connect to existing 18" WL	1	LS	\$12,000.00	\$12,000.00	\$6,608.00	\$6,608.00
21	6" Comb. Air/Vacuum Release Valve	2	EA	\$12,500.00	\$25,000.00	\$5,611.00	\$11,222.00
22	Street Repair	629	SY	\$50.00	\$31,450.00	\$45.00	\$28,305.00
23	Asphalt Trench Cut & Repair	158	SY	\$35.00	\$5,530.00	\$56.00	\$8,848.00
24	Silt Fence	615	LF	\$2.00	\$1,230.00	\$2.00	\$1,230.00
25	Soil Retention Matting	440	SY	\$14.00	\$6,160.00	\$11.00	\$4,840.00
26	Site Restoration / Re-vegetation	2559	LF	\$5.00	\$12,795.00 *	\$4.00	\$10,236.00
27	Trench Excavation Safety	2559	LF	\$2.00	\$5,118.00	\$2.00	\$5,118.00
Total Section Two:					\$674,990.00 *		\$615,796.00
28	Alt Bid Item for Conc. Cylinder Pipe	2559	LF		No Bid	\$173.00	\$442,707.00
29	Alt Bid Item for Steel Pipe	2559	LF		No Bid		No Bid
GRAND TOTAL BASE BID (ITEMS 1 - 27)					\$1,685,990.00 *		\$1,728,412.00
GRAND TOTAL ALT. BID #1 (ITEMS 1-15, 17-26 & 28)					No Bid		\$1,771,915.00
GRAND TOTAL ALT. BID #2 (ITEMS 1-15, 17-26 & 29)					No Bid		No Bid

* Italics represents corrected values

CITY OF COPPERAS COVE
TURKEY RUN PUMP STATION AND 30-INCH WATER LINE
BID TABULATION
JULY 29, 2008 - 2:00 PM

City of Copperas Cove
Bid 2008-11-93

				Shelton & Shelton Plumbing		Austin Engineering Co		Keystone Construction	
Item #	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Section One - Phase One									
1	Bonding, Mobilization and Insurance	1	LS	\$18,426.00	\$18,426.00	\$35,000.00	\$35,000.00	\$37,062.00	\$37,062.00
2	Environmental Protection / SWPPP	1	LS	\$514.00	\$514.00	\$600.00	\$600.00	\$1,399.00	\$1,399.00
3	Construction Materials Testing	1	LS	\$9,803.00	\$9,803.00	\$1,700.00	\$1,700.00	\$5,087.00	\$5,087.00
4	High Service Pump Station	1	LS	\$334,896.00	\$334,896.00	\$220,000.00	\$220,000.00	\$188,698.00	\$188,698.00
5	Yard Piping	1	LS	\$196,100.00	\$196,100.00	\$220,000.00	\$220,000.00	\$154,152.00	\$154,152.00
6	Electrical, Instrumentation and Control	1	LS	\$371,410.00	\$371,410.00	\$318,000.00	\$318,000.00	\$352,997.00	\$352,997.00
7	Electrical Building	1	LS	\$27,803.00	\$27,803.00	\$10,000.00	\$10,000.00	\$58,137.00	\$58,137.00
8	Site Work	1	LS	\$33,519.00	\$33,519.00	\$30,000.00	\$30,000.00	\$16,031.00	\$16,031.00
9	Trench Excavation Safey	1	LS	\$501.00	\$501.00	\$500.00	\$500.00	\$3,179.00	\$3,179.00
10	Erosion and Sedimentation Control	1	LS	\$3,395.00	\$3,395.00	\$4,400.00	\$4,400.00	\$6,358.00	\$6,358.00
11	Preventative Maintenance for existing pumps	1	LS	\$29,257.00	\$29,257.00	\$28,200.00	\$28,200.00	\$37,528.00	\$37,528.00
Total Section One:						\$1,025,624.00 *		\$868,400.00	\$860,628.00
Section Two - Phase Two									
12	Bonding, Mobilization and Insurance	1	LS	\$13,041.00	\$13,041.00	\$40,000.00	\$40,000.00	\$7,630.00	\$7,630.00
13	Environmental Protection / SWPPP	1	LS	\$514.00	\$514.00	\$600.00	\$600.00	\$1,399.00	\$1,399.00
14	Construction Materials Testing	1	LS	\$9,803.00	\$9,803.00	\$3,000.00	\$3,000.00	\$6,358.00	\$6,358.00
15	Temporary Traffic Control	1	LS	\$1,672.00	\$1,672.00	\$14,000.00	\$14,000.00	\$7,630.00	\$7,630.00
16	30" Class 250 D.I.P.	2559	LF	\$146.00	\$373,614.00	\$205.00	\$524,595.00	\$195.00	\$499,005.00
17	30" G.V. w/ valve box	1	EA	\$30,220.00	\$30,220.00	\$32,000.00	\$32,000.00	\$36,369.00	\$36,369.00
18	24" Stub-out including pipe and valve	1	LS	\$29,038.00	\$29,038.00	\$13,800.00	\$13,800.00	\$34,810.00	\$34,810.00
19	18" G.V. w/ valve box	2	EA	\$13,521.00	\$27,042.00	\$10,300.00	\$20,600.00	\$19,033.00	\$38,066.00
20	Connect to existing 18" WL	1	LS	\$18,408.00	\$18,408.00	\$15,000.00	\$15,000.00	\$8,055.00	\$8,055.00
21	6" Comb. Air/Vacuum Release Valve	2	EA	\$9,452.00	\$18,904.00	\$9,800.00	\$19,600.00	\$11,147.00	\$22,294.00
22	Street Repair	629	SY	\$29.53	\$18,574.37	\$48.00	\$30,192.00	\$66.00	\$41,514.00
23	Asphalt Trench Cut & Repair	158	SY	\$19.84	\$3,134.72	\$52.00	\$8,216.00	\$89.00	\$14,062.00
24	Silt Fence	615	LF	\$2.06	\$1,266.90	\$2.00	\$1,230.00	\$3.00	\$1,845.00
25	Soil Retention Matting	440	SY	\$3.76	\$1,654.40	\$2.00	\$880.00	\$4.00	\$1,760.00
26	Site Restoration / Re-vegetation	2559	LF	\$2.45	\$6,269.55	\$2.00	\$5,118.00	\$11.00	\$28,149.00
27	Trench Excavation Safety	2559	LF	\$0.47	\$1,202.73	\$1.00	\$2,559.00	\$1.00	\$2,559.00
Total Section Two:						\$554,358.67		\$731,390.00	\$751,505.00
28	Alt Bid Item for Conc. Cylinder Pipe	2559	LF	\$191.50	\$490,048.50		No Bid		No Bid
29	Alt Bid Item for Steel Pipe	2559	LF	\$260.00	\$665,340.00		No Bid		No Bid
GRAND TOTAL BASE BID (ITEMS 1 - 27)						\$1,579,982.67 *		\$1,599,790.00	\$1,612,133.00
GRAND TOTAL ALT. BID #1 (ITEMS 1-15, 17-26 & 28)						\$1,696,417.17 *		No Bid	No Bid
GRAND TOTAL ALT. BID #2 (ITEMS 1-15, 17-26 & 29)						\$1,871,708.67 *		No Bid	No Bid

* Italics represents corrected values

CITY OF COPPERAS COVE
 TURKEY RUN PUMP STATION AND 30-INCH WATER LINE
 BID TABULATION
 JULY 29, 2008 - 2:00 PM

City of Copperas Cove
 Bid 2008-11-93

				Matous Construction		Central Road & Utility	
Item #	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
Section One - Phase One							
1	Bonding, Mobilization and Insurance	1	LS	\$45,000.00	\$45,000.00	\$76,160.00	\$76,160.00
2	Environmental Protection / SWPPP	1	LS	\$1,000.00	\$1,000.00	\$6,160.00	\$6,160.00
3	Construction Materials Testing	1	LS	\$6,000.00	\$6,000.00	\$5,600.00	\$5,600.00
4	High Service Pump Station	1	LS	\$305,000.00	\$305,000.00	\$366,778.00	\$366,778.00
5	Yard Piping	1	LS	\$198,000.00	\$198,000.00	\$194,320.00	\$194,320.00
6	Electrical, Instrumentation and Control	1	LS	\$350,000.00	\$350,000.00	\$347,200.00	\$347,200.00
7	Electrical Building	1	LS	\$40,000.00	\$40,000.00	\$22,176.00	\$22,176.00
8	Site Work	1	LS	\$27,000.00	\$27,000.00	\$51,811.00	\$51,811.00
9	Trench Excavation Safety	1	LS	\$3,000.00	\$3,000.00	\$2,240.00	\$2,240.00
10	Erosion and Sedimentation Control	1	LS	\$3,000.00	\$3,000.00	\$16,707.00	\$16,707.00
11	Preventative Maintenance for existing pumps	1	LS	\$33,000.00	\$33,000.00	\$23,464.00	\$23,464.00
Total Section One:					\$1,011,000.00		\$1,112,616.00
Section Two - Phase Two							
12	Bonding, Mobilization and Insurance	1	LS	\$40,000.00	\$40,000.00	\$23,520.00	\$23,520.00
13	Environmental Protection / SWPPP	1	LS	\$1,000.00	\$1,000.00	\$5,600.00	\$5,600.00
14	Construction Materials Testing	1	LS	\$6,000.00	\$6,000.00	\$4,480.00	\$4,480.00
15	Temporary Traffic Control	1	LS	\$6,000.00	\$6,000.00	\$10,752.00	\$10,752.00
16	30" Class 250 D.I.P.	2559	LF	\$173.00	\$442,707.00	\$156.00	\$399,204.00
17	30" G.V. w/ valve box	1	EA	\$33,000.00	\$33,000.00	\$35,392.00	\$35,392.00
18	24" Stub-out including pipe and valve	1	LS	\$27,000.00	\$27,000.00	\$26,953.00	\$26,953.00
19	18" G.V. w/ valve box	2	EA	\$10,000.00	\$20,000.00	\$16,744.00	\$33,488.00
20	Connect to existing 18" WL	1	LS	\$12,000.00	\$12,000.00	\$6,608.00	\$6,608.00
21	6" Comb. Air/Vacuum Release Valve	2	EA	\$12,500.00	\$25,000.00	\$5,611.00	\$11,222.00
22	Street Repair	629	SY	\$50.00	\$31,450.00	\$45.00	\$28,305.00
23	Asphalt Trench Cut & Repair	158	SY	\$35.00	\$5,530.00	\$56.00	\$8,848.00
24	Silt Fence	615	LF	\$2.00	\$1,230.00	\$2.00	\$1,230.00
25	Soil Retention Matting	440	SY	\$14.00	\$6,160.00	\$11.00	\$4,840.00
26	Site Restoration / Re-vegetation	2559	LF	\$5.00	\$12,795.00 *	\$4.00	\$10,236.00
27	Trench Excavation Safety	2559	LF	\$2.00	\$5,118.00	\$2.00	\$5,118.00
Total Section Two:					\$674,990.00 *		\$615,796.00
28	Alt Bid Item for Conc. Cylinder Pipe	2559	LF		No Bid	\$173.00	\$442,707.00
29	Alt Bid Item for Steel Pipe	2559	LF		No Bid		No Bid
GRAND TOTAL BASE BID (ITEMS 1 - 27)					\$1,685,990.00 *		\$1,728,412.00
GRAND TOTAL ALT. BID #1 (ITEMS 1-15, 17-26 & 28)					No Bid		\$1,771,915.00
GRAND TOTAL ALT. BID #2 (ITEMS 1-15, 17-26 & 29)					No Bid		No Bid

* Italics represents corrected values

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-6

Contact – Robert M. McKinnon, Public Works Director, 547- 0751
bmckinnon@ci.copperas-cove.tx.us

SUBJECT: Consideration and action authorizing the City Manager to execute a contract with Shelton & Shelton Plumbing of Killeen, Texas for Improvements to Turkey Run Pump Station and Installation of a 30-Inch Waterline, in the amount of \$1,579,982.67.

1. BACKGROUND/HISTORY

The Turkey Run Pump Station is one of the most important stations of Cove's water system. At the present time, all water travels from Killeen Pump Station to Turkey Run, should this station fail the City would be without water. The station was built in the late 1970's with a one million gallon storage tank, and two pumps. An additional pump and a 340,000-gallon storage tank were added in 2002. The electrical and control systems for the station, other than what was required for the third pump, have never been upgraded and two of the three pumps have not been serviced in more that 10 years.

2. FINDINGS/CURRENT ACTIVITY

The City's Water Model recommended improvements to Turkey Run Pump Station and the installation of a 30-inch waterline from the station to the juncture of Golf Course and Wolfe Roads. These recommendations were identified as Phase I projects. The entire project will consist of a complete upgrade of existing electrical and control components, installation of a new pump pad to accommodate three additional pumps. Service/repair of the existing three pumps and the installation of one new pump, and installation of a 30-inch water transmission line, including all related equipment, from the station to the juncture of Golf Course and Wolfe Roads. This project was advertised in July 08 and bids were opened July 29, 2008. Five bids were received; see Bid Tabulation attached, with Shelton & Shelton Plumbing of Killeen, Texas submitting the lowest qualified bid of \$1,579,982.67.

3. FINANCIAL IMPACT

Funds totaling \$1,507,462 exist in Fund 93 (2005 Certificates of Obligation – Water Infrastructure) and in Fund 76 (2008 Tax Notes – W & S Fund). Staff projects sufficient additional interest revenue will be earned on the bond

proceeds in Funds 93 & 76 to cover the difference in the total contract and current available funds. If sufficient interest revenue is not generated over the next year, a tax note issuance or a budget amendment may be necessary in fiscal year 2009-10 to cover the final costs of the project.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Manager be authorized to execute a contract with Shelton & Shelton Plumbing, Killeen, Texas for improvements to Turkey Run Pump Station and installation of a 30-Inch Waterline, in the amount of \$1,579,982.67.

Allen House

105 1/2 Cox Dr.
Harker Heights Tx. 76548
Cell 254-780-6424
Fax 254-731-2520
Office 254-634-7613

Client: Allen House

Home: (254) 547-0751

Property: 401 N. Main
Copperas Cove, TX

Operator Info:

Operator: CRAIG

Estimator: Craig Prather

Business: (254) 780-6424

Business: 105 1/2 Cox Dr.
Harker Heights, TX 76548

Type of Estimate: Water Damage

Date Entered: 5/27/2008

Date Assigned:

Price List: TXBT5B8B
Restoration/Service/Remodel

Estimate: ALLEN-HOUSE

UCS Restoration

105 1/2 Cox Dr.
 Harker Heights Tx. 76548
 Cell 254-780-6424
 Fax 254-731-2520
 Office 254-634-7613

ALLEN-HOUSE

Roof

DESCRIPTION	QNTY	UNIT COST	TOTAL
Roofing repair	1.00 EA @	355.00 =	355.00
repair shingles on south side			
Roofér - per hour	3.00 HR @	66.26 =	198.78
caulk valleys			
Carpenter - General Framér - per hour	40.00 HR @	43.23 =	1,729.20
level barge rafters (if possible?)			

FRONT ROOM

DESCRIPTION	QNTY	UNIT COST	TOTAL
Wood floor covering - Minimum charge	1.00 EA @	365.00 =	365.00
repair water damaged floor. bleed with the rest of house.			

DINING ROOM

LxWxH 15'0" x 15'0" x 8'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Drywall repair - Minimum charge	1.00 EA @	240.00 =	240.00
Seal then paint the ceiling twice (3 coats)	225.00 SF @	0.82 =	184.50
Mask and prep for paint - plastic, paper, tape (per LF)	60.00 LF @	0.78 =	46.80

FRONT PORCH

LxWxH 32'9" x 10'0" x 8'0"

DESCRIPTION	QNTY	UNIT COST	TOTAL
Deck planking - 5/4" x 4" x 10' mat. only	32.75 EA @	21.94 =	718.54
Carpenter - General Framér - per hour	32.00 HR @	43.23 =	1,383.36
labor			
R&R 4" x 4" square wood post (1.33 BF per LF)	32.00 LF @	5.27 =	168.64
R&R 1" x 4" lumber (.333 BF per LF)	32.00 LF @	2.12 =	67.84
R&R Cove molding - 3/4"	32.00 LF @	0.95 =	30.40
R&R 2" x 8" lumber (1.33 BF per LF)	32.00 LF @	2.39 =	76.48

ALLEN-HOUSE

6/4/2008

Page: 2

UCS Restoration

105 1/2 Cox Dr.
 Harker Heights Tx. 76548
 Cell 254-780-6424
 Fax 254-731-2520
 Office 254-634-7613

LxWxH 15'0" x 9'0" x 8'0"

BACK PORCH

DESCRIPTION	QNTY	UNIT COST	TOTAL
Deck planking - 5/4" x 4" x 10' mat. only	45.00 EA @	21.94 =	987.30
Carpenter - General Framer - per hour labor	32.00 HR @	43.23 =	1,383.36
R&R 4" x 4" square wood post (1.33 BF per LF)	32.00 LF @	5.27 =	168.64
R&R 1" x 4" lumber (.333 BF per LF)	32.00 LF @	2.12 =	67.84
R&R Cove molding - 3/4"	32.00 LF @	0.95 =	30.40
R&R 2" x 8" lumber (1.33 BF per LF)	32.00 LF @	2.39 =	76.48
R&R Deck handrail	5.00 LF @	50.26 =	251.30

Gazebo

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R 2" x 4" cedar - deck grade (.667 BF per LF)	168.00 LF @	2.61 =	438.48
Carpenter - General Framer - per hour	16.00 HR @	43.23 =	691.68

PAINT

DESCRIPTION	QNTY	UNIT COST	TOTAL
Paint exterior	1.00 EA @	12,982.00 =	12,982.00

SODA BLAST

DESCRIPTION	QNTY	UNIT COST	TOTAL
Soda blasting - Extra heavy	4,500.00 SF @	2.18 =	9,810.00
General clean - up	16.00 HR @	21.63 =	346.08

Fencing

DESCRIPTION	QNTY	UNIT COST	TOTAL
R&R Handrail - Steel pipe includes paint and concrete repair	50.00 LF @	66.80 =	3,340.00

ALLEN-HOUSE

6/4/2008

Page: 3

UCS Restoration

105 1/2 Cox Dr.
 Harker Heights Tx. 76548
 Cell 254-780-6424
 Fax 254-731-2520
 Office 254-634-7613

CONTINUED - Fencing

DESCRIPTION	QNTY	UNIT COST	TOTAL
General			
DESCRIPTION	QNTY	UNIT COST	TOTAL
Haul debris - per pickup truck load - including dump fees	4.00 EA @	82.39 =	329.56
Scaffold - per section (per week).	6.00 WK @	38.55 =	231.30
Scaffolding Setup & Take down - per hour	24.00 HR @	23.77 =	570.48
Reglaze window, 10 - 16 sf	2.00 EA @	84.83 =	169.66
Heat, vent, & air conditioning repair - Minimum charge	1.00 EA @	190.00 =	190.00
check operation. any damage found will be estimated before repairs are done			
Plumbing repair - Minimum charge	1.00 EA @	215.00 =	215.00
check operation. any damage found will be estimated before repairs are done			
Megohmmeter check electrical circuits - average residence	1.00 EA @	320.78 =	320.78
check operation. any damage found will be estimated before repairs are done			
Replace damaged siding	1.00 EA @	650.00 =	650.00

Grand Total Areas:

1,548.00 SF Walls	687.50 SF Ceiling	2,235.50 SF Walls and Ceiling
687.50 SF Floor	76.39 SY Flooring	193.50 LF Floor Perimeter
502.00 SF Long Wall	272.00 SF Short Wall	193.50 LF Ceil. Perimeter
0.00 Floor Area	0.00 Total Area	0.00 Interior Wall Area
0.00 Exterior Wall Area	0.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

ALLEN-HOUSE

6/4/2008

Page: 4

UCS Restoration

105 1/2 Cox Dr.
Harker Heights Tx. 76548
Cell 254-780-6424
Fax 254-731-2520
Office 254-634-7613

Coverage	Amount	%	Grand Total	%
Dwelling	38,814.88	100.00%	48,978.83	100.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
Total	38,814.88	100.00%	48,978.83	100.00%

UCS Restoration

105 1/2 Cox Dr.
Harker Heights Tx. 76548
Cell 254-780-5424
Fax 254-731-2520
Office 254-634-7613

Summary for Dwelling

Line Item Total				38,814.88
Material Sales Tax	@	8.250% x	11,075.92	913.76
Cleaning Mtl Tax	@	8.250% x	2,790.16	230.19
Subtotal				<hr/> 39,958.83
Overhead	@	10.0% x	39,958.83	3,995.88
Profit	@	10.0% x	39,958.83	3,995.88
Cleaning Sales Tax	@	8.250% x	12,463.52	1,028.24
Replacement Cost Value				<hr/> \$48,978.83
Net Claim				<hr/> <hr/> \$48,978.83

Craig Prather

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-7

Contact – Robert M. McKinnon, Public Works Director, 547- 0751
bmckinnon@ci.copperas-cove.tx.us

SUBJECT: Consideration and action authorizing the City Manager to execute a contract with UCS Restoration, Harker Heights, Texas for repairs to the Allin House, in the amount of \$48,978.83.

1. BACKGROUND/HISTORY

City staff has determined the Allin House to be in need of substantial repairs. Since the Allin House is a designated Texas Historical Site, any repairs, additions, etc. must follow Texas Historical Society guidelines. The THS guidelines must be followed in order to maintain the historical site designation. After contacting the historical society, staff concluded the needed work could not be accomplished as a City project.

2. FINDINGS/CURRENT ACTIVITY

Numerous vendors were contacted and asked to provide bids. The areas of concern were roof repair, outside painting, front & back porch repair, repair water damage front & dining rooms, and repair of the gazebo and fence. Over a three month period, four potential vendors toured the house and site, however only one bid was received and that was from UCS Restoration, Harker Heights, Texas. UCS is a local firm that completes the type of work required at the Allin House on a regular basis. A copy of the bid proposal from UCS is attached for review by the Council.

3. FINANCIAL IMPACT

Sufficient funds for FY 2008 are available in the Hotel/Motel Fund Account 14-4502-1400-8500 and through a prior year encumbrance under purchase order 07-2383.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Manager be authorized to execute a contract with UCS Restoration, Harker Heights, Texas for repairs to the Allin House, in the amount of \$48,978.83.

RESOLUTION NO. 2008-30

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COPPERAS COVE, TEXAS APPROVING
THE INVESTMENT REPORT FOR QUARTER
ENDED JUNE 30, 2008.**

- WHEREAS,** Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act," requires the Investment Officer of the City to present not less than quarterly a written report of investment transactions for all funds covered for the preceding reporting period to the governing body; and
- WHEREAS,** this quarterly investment report must be approved quarterly; and
- WHEREAS,** this reporting is authorized by the Public Funds Investment Act; and
- WHEREAS,** the Public Funds Investment Act requires the quarterly investment report be presented to the governing body; and
- WHEREAS,** the attached quarterly investment report complies with the Public Funds Investment Act.

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

Section 1.

That the City of Copperas Cove has complied with the requirements of the Public Funds Investment Act, and the Quarterly Investment Report for quarter ended June 30, 2008 attached hereto as "Exhibit A," is hereby approved as the quarterly investment report for quarter ended June 30, 2008 of the City effective August 19, 2008.

PASSED, APPROVED, AND ADOPTED on this 19th day of August, 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.

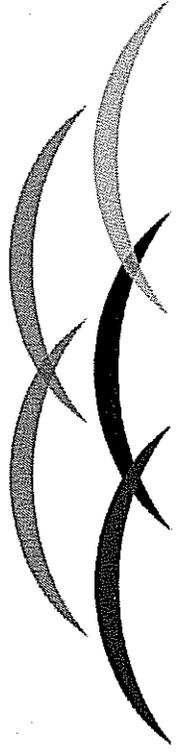
Robert L. Reeves, Mayor Pro Tem

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

James R. Thompson, City Attorney



City of Copperas Cove

Quarterly Investment Report Ending as of June 30, 2008

City of Copperas Cove, Texas

Quarterly Investment Report

March 31, 2008 - June 30, 2008

The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers supplement not required by the Act to fully inform the City Council of the position and activity within the

City of Copperas Cove's portfolio of investments. The reports include a management summary overview, detailed holdings report for the end of the period, and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the City Council.

The City of Copperas Cove's portfolio is managed in full compliance with the Public Funds Investment Act, the City's Investment Policy and Strategy and under the strictest safety parameters as set by the City Council.

A copy of Section 2256.023 of the Act pertaining to Internal Management Reports is attached to the report for reference.

City of Copperas Cove, Texas

**Operating Fund Quarterly Investment Report
March 31, 2008 – June 30, 2008
Portfolio Summary Management Report**

This quarterly report is in compliance with the investment policy and strategy as established by the City and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

<u>Portfolio as of March 31, 2008</u>	<u>Portfolio as of June 30, 2008</u>	
Beginning Book Value	\$25,741,666	Ending Book Value \$26,772,195
Beginning Market Value	\$25,740,120	Ending Market Value \$26,769,875
Unrealized Gain/Loss	\$1,546	Unrealized Gain/Loss \$2,320
		Change in Unrealized Gain/Loss \$774

Prepared by:

Wanda Bunting

City of Copperas Cove

Wanda Bunting, CPA, Director of Financial Services

Andrea Gardner

City of Copperas Cove

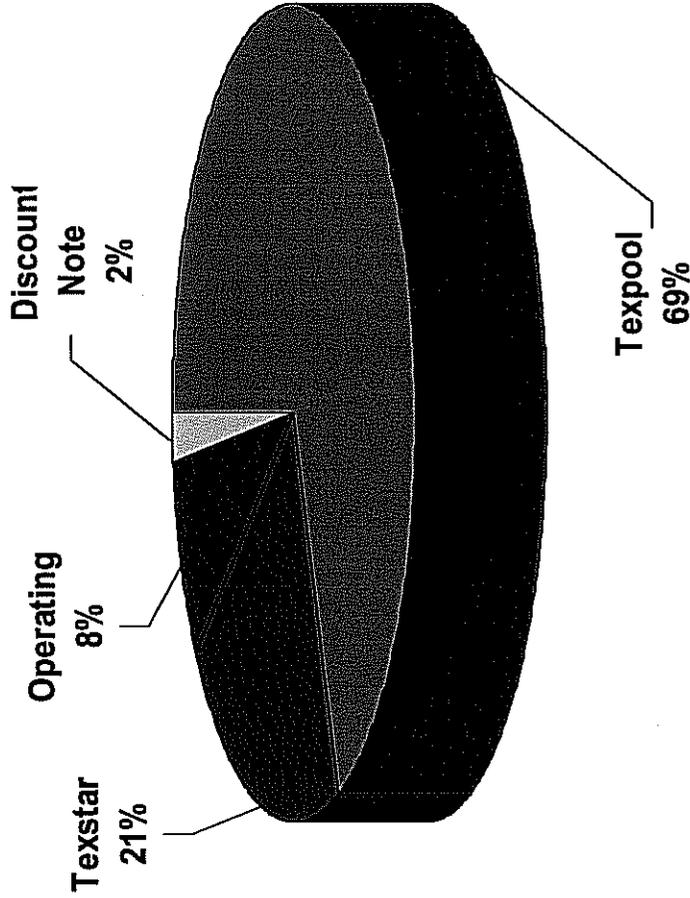
Andrea Gardner, City Manager

City of Copperas Cove, Texas

Portfolio Allocation Analysis

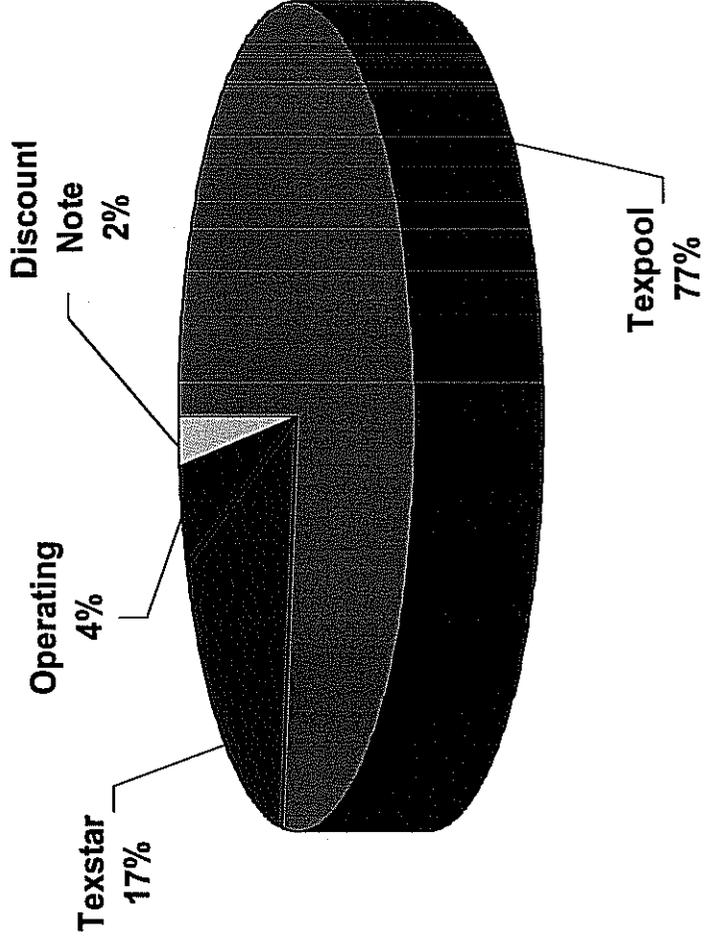
Fiscal Year 2007-08

2nd Quarter (January - March)



Fiscal Year 2007-08

3rd Quarter (April - June)



CITY OF COPPERAS COVE
 QUARTERLY COUNCIL REPORT
 SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)
 As of June 30, 2008 (FY 2007-08)

FUNDS IN INVESTMENT POOLS	
TEXSTAR	\$ 4,100,218.66
TEXPOOL	21,196,603.80
DISCOUNT NOTES	502,319.93
Subtotal on Funds in Investment Pools	<u>\$ 25,799,142.39</u>
 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 Master Account	924,435.80
Payroll	4,264.26
Rental Rehab	15,152.92
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	10,350.59
Certificate of Obligations Series 1997	0.00
Solid Waste Interest & Sinking	0.00
Library Retainage	0.00
Pending Forfeitures	16,314.04
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
 Subtotal Checking Accounts	 <u>\$970,517.61</u>
 SAVINGS ACCOUNTS (Per Quarterly Stmt)	
Subdivision Escrow	2,534.68
 Subtotal Savings Accounts	 <u>\$2,534.68</u>
 TOTAL INVESTMENTS & CASH ACCOUNTS	 <u>\$28,772,194.68</u>

CITY OF COPPERAS COVE
 QUARTERLY COUNCIL REPORT
 SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)
 As of June 30, 2008 (FY 2007-08)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$5,889,052.54
Water & Sewer Fund	\$3,318,097.47
Solid Waste Fund	\$869,412.03
Youth Activity Fund	\$116,216.92
Drainage Utility Fund	\$955,177.54
Cemetery Fund	(\$9,285.36)
General Obligation Interest & Sinking Fund	\$1,285,442.53
Curb & Gutter Assessment Fund	\$0.00
Municipal Golf Course Fund	(\$53,359.09)
Small Business Revolving Loan Fund	\$60,409.73
Library Gifts & Memorials Fund	\$8,491.38
Hotel/Motel Tax Fund	\$170,177.71
Animal Shelter Donations Fund	\$20,531.13
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$49,627.35
Abandoned Vehicle Auction Fund	\$0.00
City Wide Grants	\$123,714.71
FEMA Grant Funds	\$124,151.92
Fire Special Revenue Fund	\$9,855.34
Tirz	(\$2,890.00)
Mesa Verde II	(\$2,425.00)
457 Deferred cmp	\$0.00
Joint Image Campaign	\$23,267.10
Tx. Parks & Wildlife Grant	\$0.00
Municipal Court Fund	\$184,996.50
Police Restricted Fund	\$16,314.04
Police Federal Seizure Fund	\$2,104.23
Fire/EMS Loan	\$37,853.05
County Mutual Aid Agreement	\$53,644.22
1997 Combination Tax & Revenue C/O's (Golf Course; Library)	\$26,921.98
1997 CO's Golf Course Phase 1	\$1,326.55
Law Enforcement Block Grant Fund	\$10,350.59
Fire Department Grant Fund	\$7,236.79
Library Grant Fund	\$27,703.63
Step Grant	\$3,306.65
Tobacco Grant	\$1,059.12
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$544,550.42
2008 Tax Note	\$1,438,551.71
2008 Tax Note (W/S)	\$1,117,949.99
2008 Tax Note (Drainage)	\$80,304.15
2008 Tax Note (Golf)	\$150,427.01
1994 WW/SS Revenue Bonds	\$0.00
EDA Industrial Park	\$4,642.44
Reliever Route	\$262,373.93
2005 Certificates of Obligation (Water Projects)	\$1,732,183.23
1998 Park Improvements G.O.	\$462.29
1998 Combination Tax & Revenue C/O's (Street; Compost)	\$3,872.60
1999 Combination Tax & Revenue C/O's (Golf Course)	\$2,231.13
1999 Combination Tax & Revenue C/O's (Animal Control; Municipal Court)	\$246.01
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.)	\$7,997.02
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$269,736.40
2001 Combination Tax & Revenue C/O's (Water/Wastewater Phase II CIP)	\$464,879.94
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$492,511.86
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	\$1,341,549.95
2007 Combination Tax & Revenue C/O's (Police Facility)	\$5,479,042.64
TOTAL CASH & INVESTMENTS	<u>\$26,772,194.68</u>

RECAP OF CASH & INVESTMENTS:

INVESTMENTS IN TEXPOOL	\$ 21,196,603.80
INVESTMENTS IN TEXSTAR	4,100,218.66
DISCOUNT NOTES	502,319.93
CASH IN BANK	973,052.29
TOTAL CASH & INVESTMENTS	<u>\$ 26,772,194.68</u>

**CITY OF COPPERAS COVE
INVESTMENT SCHEDULE
As of June 30, 2008 (FY 2007-08)**

As of June 30, 2008, 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 06/01/08	Investments	Redemptions	Accrued Interest	Book Value 06/30/08	Market Value 06/30/08
General Fund	\$ 6,590,422.69	\$ 277,183.73	\$ 1,069,183.73	\$ 11,518.86	\$ 5,809,941.55	\$ 5,809,941.55
Water & Sewer Fund	2,994,591.36	216,604.00	100,000.00	5,762.07	3,116,957.43	3,116,957.43
Solid Waste Fund	772,410.36	-	-	1,436.99	773,847.35	773,847.35
Drainage Utility Fund	902,217.34	26,594.00	-	1,708.09	930,519.43	930,519.43
Interest & Sinking Fund	1,269,711.99	11,550.76	-	2,367.96	1,283,630.71	1,283,630.71
Youth Activities Fund	99,281.47	-	-	184.71	99,466.18	99,466.18
Cemetery Fund	-	-	-	-	-	-
Golf Course Interest & Sinking	39.68	-	-	0.04	39.72	39.72
Small Business Revolving Loan Fund	56,919.16	-	-	105.89	57,025.05	57,025.05
Hotel/Motel Fund	184,811.74	2,434.97	19,743.13	321.80	167,825.38	167,825.38
Municipal Court Special Revenue Fund	162,127.86	20,000.00	-	311.70	182,439.56	182,439.56
1997 C/O Fund	1,324.09	-	-	2.46	1,326.55	1,326.55
2008 Tax Supported Note	1,458,398.50	-	22,547.25	2,700.46	1,438,551.71	1,438,551.71
2008 Tax Supported Note/ W&S	1,115,874.03	-	-	2,075.96	1,117,949.99	1,117,949.99
2008 Tax Supported Note/ Golf	80,155.03	-	-	149.12	80,304.15	80,304.15
2008 Tax Supported Note/ Drainage	150,147.68	-	-	279.33	150,427.01	150,427.01
1998 G.O. Bond Fund	461.41	-	-	0.88	462.29	462.29
1998 C/O Bond Fund	3,865.40	-	-	7.20	3,872.60	3,872.60
1999 C/O Bond Fund (Animal Control, etc.)	245.54	-	-	0.47	246.01	246.01
1999 C/O Bond Fund (Golf Course)	2,226.99	-	-	4.14	2,231.13	2,231.13
1999 C/O Bond Fund (Solid Waste)	7,982.16	-	-	14.86	7,997.02	7,997.02
2001 C/O Bond Fund (Governmental)	269,235.53	-	-	500.87	269,736.40	269,736.40
2001 C/O Bond Fund (W&S Phase II)	464,016.69	-	-	863.25	464,879.94	464,879.94
2007 C/O Police Facility	4,967,482.41	-	2,170.00	9,240.30	4,974,552.71	4,974,552.71
Reliever Route	261,886.71	-	-	487.22	262,373.93	262,373.93
Total TEXPOOL Investments	\$ 21,815,835.82	\$ 554,367.46	\$ 1,213,644.11	\$ 40,044.63	\$ 21,196,603.80	\$ 21,196,603.80

TEXSTAR Investments	Market Value 06/01/08	Investments	Redemptions	Accrued Interest	Book Value 06/30/08	Market Value 06/30/08
2003 C/O Project Fund (Governmental)	\$ 481,046.77	\$ -	\$ -	\$ 888.29	\$ 481,935.06	\$ 481,935.06
2003 C/O Project Fund (W&S Phase III)	1,369,129.46	-	30,091.95	2,512.44	1,341,549.95	1,341,549.95
EDA Grant	-	-	-	-	-	-
2005 C/O Project Fund (Water Projects)	2,057,874.32	-	329,115.30	3,424.21	1,732,183.23	1,732,183.23
2006 Tax Notes - Police Building Project	619,293.38	-	75,797.91	1,054.97	544,550.42	544,550.42
Total TEXSTAR Investments	\$ 4,527,343.91	\$ -	\$ 435,005.16	\$ 7,879.91	\$ 4,100,218.66	\$ 4,100,218.66

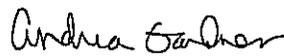
Discount Notes	Market Value 06/01/08	Investments	Redemptions	Accrued Interest	Book Value 06/30/08	Market Value 06/30/08
2007 C/O Police Facility	\$ -	\$ 500,000.00	\$ -	\$ 2,319.93	\$ 502,319.93	\$ 500,000.00
Total Discount Notes	\$ -	\$ 500,000.00	\$ -	\$ 2,319.93	\$ 502,319.93	\$ 500,000.00

Total Investments	\$ 26,343,179.73	\$ 1,054,367.46	\$ 1,648,649.27	\$ 50,244.47	\$ 25,799,142.39	\$ 25,796,822.46
--------------------------	-------------------------	------------------------	------------------------	---------------------	-------------------------	-------------------------

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.



Wanda Bunting, CPA
Director of Financial Services



Andrea Gardner
City Manager

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-8

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

SUBJECT: Consideration and action on Resolution No. 2008-30, accepting the quarterly investment report as presented for the quarter ending June 30, 2008 per the Investment Policy.

1. BACKGROUND/HISTORY

The Public Funds Investment Act of Chapter 2256, Texas Government Code, requires investment management reports to be accepted by the governing body. The City's Investment Policy requires that the Investment Officer shall report to City Council no less than on a quarterly basis, a detailed listing of all purchases, sales and payments, and a description of each security held as well as management summary information. The attached exhibits are those reporting requirements for the quarter ending June 30, 2008.

2. FINDINGS/CURRENT ACTIVITY

See attached quarterly investment report.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council accept the quarterly investment report as presented for the quarter ending June 30, 2008 per the Investment Policy.

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item No. I-9

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

SUBJECT: Consideration and action on approving Ordinance No. 2008-27 of the City Council of the City of Copperas Cove, Texas, calling a bond election to be held within the City of Copperas Cove, Texas; making provisions for the conduct and the giving of notice of the election; containing other provisions relating thereto; and finding and determining that the meeting at which this ordinance is passed is open to the public as required by law.

1. BACKGROUND/HISTORY

The proposed budget that was submitted for the 2008-09 fiscal year included a list of several projects to be funded by the issuance of debt in this fiscal year and in future fiscal years.

Over the past few years, mention was made to place certain capital projects on a ballot for the public to decide which projects the City should move forward with especially if the debt issued for the projects could result in a future tax rate increase.

2. FINDINGS/CURRENT ACTIVITY

The following projects have been identified by City Staff as projects to present to the public for approval:

- Construction of Police Facility
 - 33,569 sq. ft. state of the art facility that will provide for enhanced services and will encourage retainment of officers. Facility to include administrative offices, jail facility, records office, dispatch center, evidence room, criminal investigation division office space, sallyport, staff parking, visitor parking and public access area.
- Construction of Multi-Purpose Recreational Center
 - Facility will provide a gymnasium, natatorium and leisure pool, weight/fitness center, a game room and children's activity center.
- Reconstruction of Lutheran Church Road
 - 40 ft. roadway with designated third turn lane and addition of 2 ft. curb and gutter.

- Construction of Southeast Bypass
 - Proposed highway to connect U.S. Hwy 190 and FM 2657 on the south side of the City.
- Construction of Northeast Bypass
 - Proposed highway to connect U.S. Hwy 190 and FM 116 North via Tank Destroyer Blvd., forming a north loop around the City.
- Permanent Public Improvements to the City's Waterworks and Sewer System

3. FINANCIAL IMPACT

Proposition No. 1 : Construction of Police Facility				
Total Est. Cost	Prior Issuance	Proposed Future Issuance		Anticipated Tax Rate Impact
		Date	Amount	
9,782,340	6,300,000	Summer/Fall 2009	3,700,000	.0216 cents
Proposition No. 2 : Construction of Multi-Purpose Recreational Facility				
9,150,000	500,000	Summer/Fall 2009	2,000,000	.0117 cents
		Summer/Fall 2010	4,000,000	.0207 cents
		Summer/Fall 2011	2,650,000	.0074 cents
Proposition No. 3: Reconstruction of Lutheran Church Road				
1,000,000	N/A	Summer/Fall 2009	1,000,000	.0058 cents
Proposition No. 3: Construction of Southeast Bypass (City Portion Only)				
6,500,000	1,000,000	Summer/Fall 2010	2,000,000	.0103 cents
		Summer/Fall 2011	3,500,000	.0097 cents
Proposition No. 3: Construction of Northeast Bypass (City Portion Only)				
1,400,000	N/A	Summer/Fall 2009	400,000	.0023 cents
		Summer/Fall 2010	1,000,000	.0052 cents
Proposition No. 4: Construction of Permanent Public Improvements				
5,125,000	N/A	Summer/Fall 2010	5,125,000	N/A

All tax rate impacts were calculated independent of each other since the voters have the option of approving propositions independent of each other. Therefore, calculation of the total impact of multiple propositions would require the impact on the tax rate of each proposition planned for a positive vote be added together for the total impact.

The anticipated tax rate impact would not go into effect until the following fiscal year. So for example, the proposed issues for summer/fall 2009 would first affect FY 2009-10. Several assumptions were used when calculating these anticipated tax rate increases:

- 1) 4% Growth in the Total Property Tax Assessed Value each year.

- 2) Bond Issues will have a 25 year amortization schedule.
- 3) Coupon Rate used is 4.5%.
- 4) Projected to use \$250,000 in Debt Service Reserve Funds to avoid additional increase in FY 2010.
- 5) Projected to use \$100,000 in Debt Service Reserve Funds to avoid additional increase in FY 2011.
- 6) Projected to use \$100,000 in Debt Service Reserve Funds to avoid additional increase in FY 2012.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends that the City Council approve Ordinance No. 2008-27, calling a bond election to be held within the City of Copperas Cove, Texas.



City of Copperas Cove

"The City Built for Family Living"

Finance Department

August 11, 2008

Mayor and City Council Members:

The Finance Department is pleased to submit the Monthly Financial Report for the month of June 2008. The fiscal year 2007-08 budget is being monitored very closely and budget amendments will be brought to City Council as the need arises for redistribution of funds or an increase in appropriations. The fiscal year 2008-09 budget process is in the final stages. The City Manager's 2008-09 Proposed Annual Budget was presented to City Council on July 15, 2008. The City has held several budget workshops to discuss the Proposed Budget and a Public Hearing was held on August 7, 2008. The City Council is scheduled to adopt the FY 2008-09 Budget on September 16, 2008.

Year-to-date revenues through June 2008 are exceeding expenditures in all of the major funds of the City with the exception of the Golf Course Fund. Expenses at the Golf Course are exceeding the revenues by \$37,126. The annual membership dues have been invoiced and we should begin to see this revenue in August and September.

The key economic indicators provide some insight for the financial activity of the City. The sales tax collections, hotel occupancy tax collections, and the number of utility accounts established show an increase from the prior year. The building permits are down from the prior year and the unemployment rate in the Killeen/Fort Hood region is consistent with the prior year. 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

City of Copperas Cove
Financial Summary by Fund
June 30, 2008

GENERAL FUND

- June year-to-date revenues are above June year-to-date expenditures by \$1,369,471.
- Property tax revenue for June 2008 is \$20,392 or 43.9% above \$14,172 collected last June. Year-to-date property tax revenue is at \$6,006,293 or 10.6% above prior year-to-date collections.
- Year-to-date sales tax revenue of \$1,754,033 reflects a \$119,983 or 7.3% increase from the prior fiscal year.
- Year-to-date franchise tax revenue of \$399,371 is \$23,687 or 6.3% above prior year-to-date revenue.
- Interest earnings year-to-date of \$135,768 decreased by \$59,240 or 30.4% below the prior fiscal year-to-date earnings.
- General Fund expenditures year-to-date of \$9,659,436 reflect an increase of 6.2% over prior year-to-date expenditures of \$9,091,755.

WATER & SEWER FUND

- Year-to-date revenues are exceeding year-to-date expenses by \$1,065,933.
- Water revenue totaled \$430,953 for the month. This is \$50,723 or 13.3% above June 2007. Year-to-date water revenue is at \$3,252,935 which is above the prior year-to-date revenue by \$94,717 or 3.0%.
- Sewer revenue totaled \$299,869 for the month. This is \$14,345 or 5.0% above June 2007. Year-to-date sewer revenue is at \$2,582,036 which is above the prior year-to-date revenue by \$83,669 or 3.3%.
- Interest earnings year-to-date of \$69,344 decreased by \$46,066 or 39.9% below the prior fiscal year-to-date earnings.
- Connect fees produced revenues of \$4,305 for the month; \$44,445 year-to-date.
- Water tap fees year-to-date are \$64,511; \$17,955 below prior year-to-date. Sewer tap fees year-to-date are \$16,380; \$3,740 below prior year-to-date.
- Expenses year-to-date of \$5,119,368 reflect an increase of 13.2% over prior year-to-date expenses of \$4,523,349. The expenses for the current year are within the budget for FY 2007-08.

SOLID WASTE FUND

- Year-to-date revenues are exceeding year-to-date expenses by \$229,499.
- Sanitary landfill fees for June 2008 are \$38,488; compared to \$33,961 in June 2007. Year-to-date revenue is at \$290,228 which is below the prior year-to-date revenue by \$8,164 or 2.7%.
- Refuse collection fees are \$195,150 for the month; an increase of \$5,879 over June 2007. Year-to-date revenue is at \$1,757,989 which is above the prior year-to-date revenue by \$91,547 or 5.5%.
- Interest earnings year-to-date of \$20,793 decreased by \$2,685 or 11.4% below the prior fiscal year-to-date earnings.
- Expenses year-to-date of \$2,009,856 reflect an increase of 13.9% above prior year-to-date expenses of \$1,765,139.

DRAINAGE UTILITY FUND

- Year-to-date revenues are exceeding year-to-date expenses by \$139,798.
- Drainage Utility fees for the month of June are \$69,148; an increase of \$621 or 0.9 % above June 2007. Year-to-date revenue is at \$626,930 which is above the prior year-to-date revenue by \$19,719 or 3.2%.
- Expenses year-to-date of \$511,043 reflect an increase of 55.3% above prior year-to-date expenses of \$329,100. 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 \$37,126. In addition, the year-to-date operating revenues include a transfer from the General Fund for \$59,072. Net of the transfer, expenses are exceeding revenues year-to-date by \$96,198.
- Revenues for the month of June totaled \$61,066, compared to revenues for June 2007 of \$58,952. Year-to-date operating revenues are at \$435,683 which is above the prior year-to-date operating revenues by \$58,688 or 15.6%.
- Expenses for the month are \$69,566; \$577 above June 2007 expenses. Year-to-date expenses of \$531,881 reflect a decrease of 6.2% below prior year-to-date expenses of \$567,263.

City of Copperas Cove
Economic Indicators Summary
June 30, 2008

Unemployment Rate

- The unemployment rate for the month of June 2008 was 5.1%, which is the consistent from June 2007, recorded at 5.1%.

Sales Tax Collections

- Sales tax collections for June 2008 totaled \$173,098, compared to June 2007 collections of \$160,309. Year to date, sales tax collections are at \$1,754,033 or 7.3% above prior year-to-date collections of \$1,634,050.
- In addition to the City sales tax collected above, \$877,016 year-to-date was paid to the Copperas Cove Economic Development Corporation.

Water Customers

- During the month of June 2008 there were 13,067 active water accounts.
- June 2007 recorded 12,587 water customers, which indicates a 3.8% or 480 increase in water customers from June 2007 to June 2008.

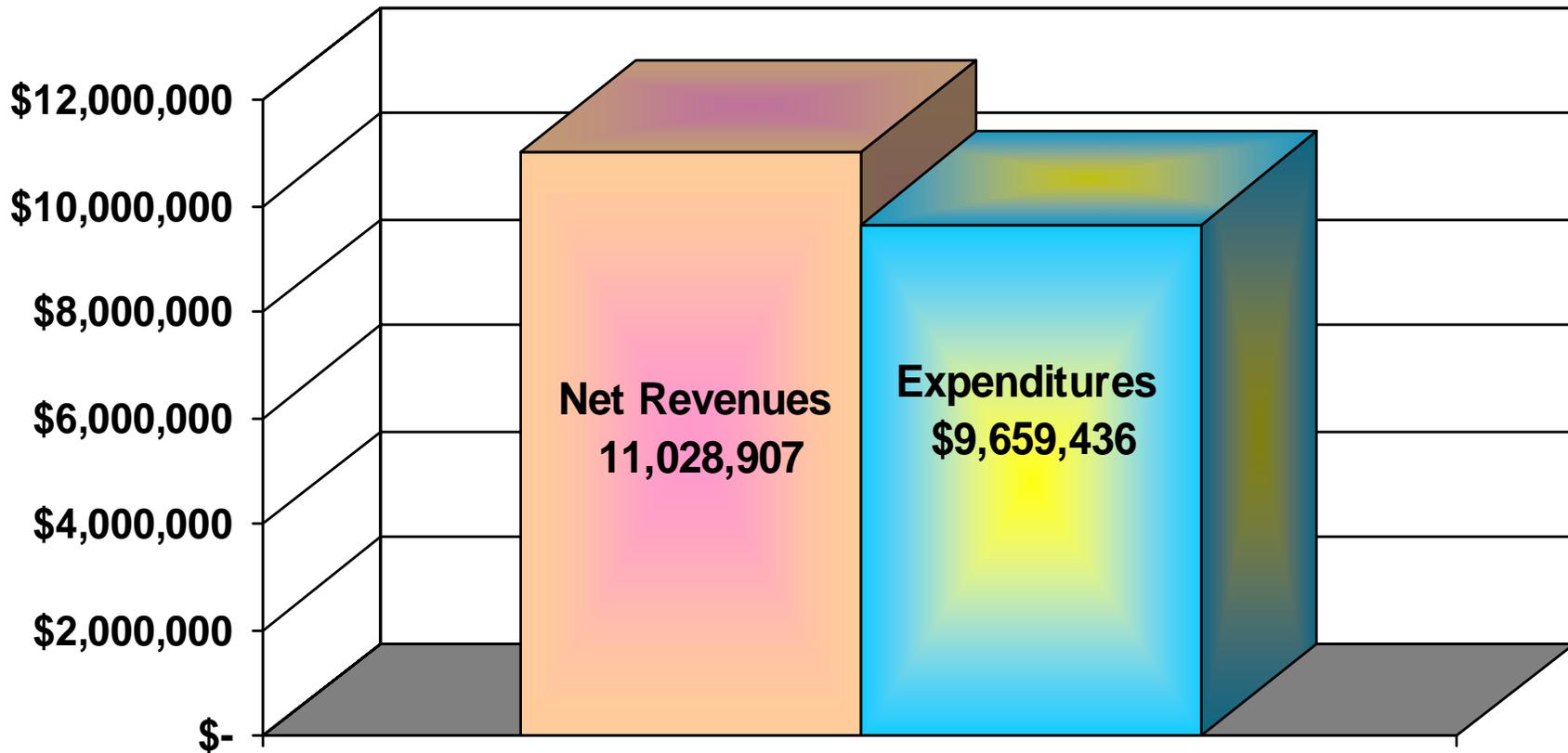
Building Permits

- The total dollar value of building permits issued for June 2008 was \$1,763,498 compared to \$3,014,104 in June 2007.
- 127 building permits were issued in June 2008 which is an increase of 2 compared to that issued in June 2007.

Hotel Occupancy Tax Revenue

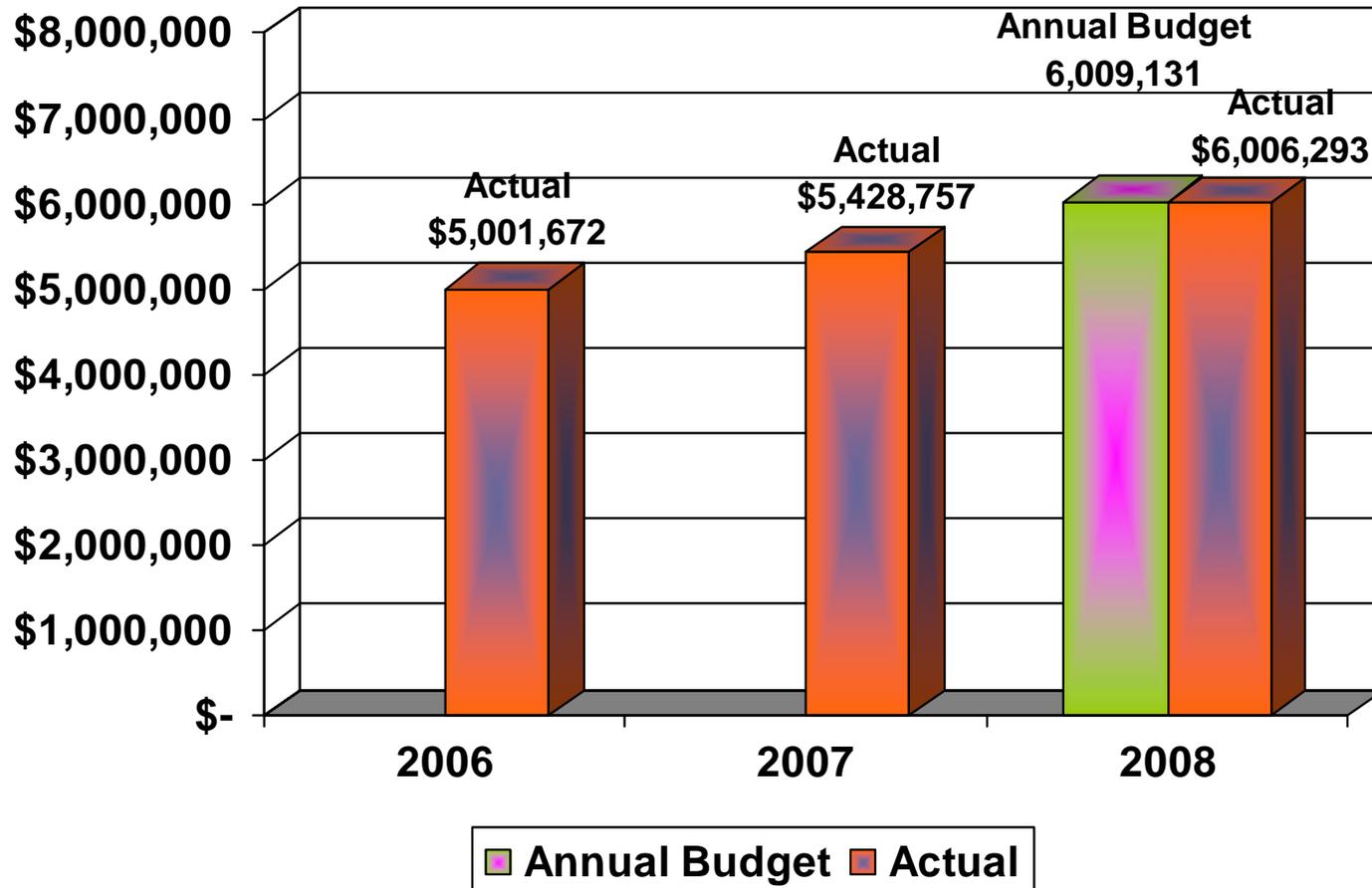
- Hotel occupancy tax collections for June 2008 were \$7,949 compared to \$8,271 collected in June 2007. Year to date, hotel occupancy tax collections are at \$119,077 or 46.9% above prior year-to-date collections of \$81,035.
- The hotel occupancy tax revenue is being reported consistently this fiscal year. Several hotels are reporting quarterly which reflects higher revenue in October, January, April, and July.

**City of Copperas Cove
General Fund
Revenues vs. Expenditures
FYTD (October through June)**



Net Revenues Expenditures

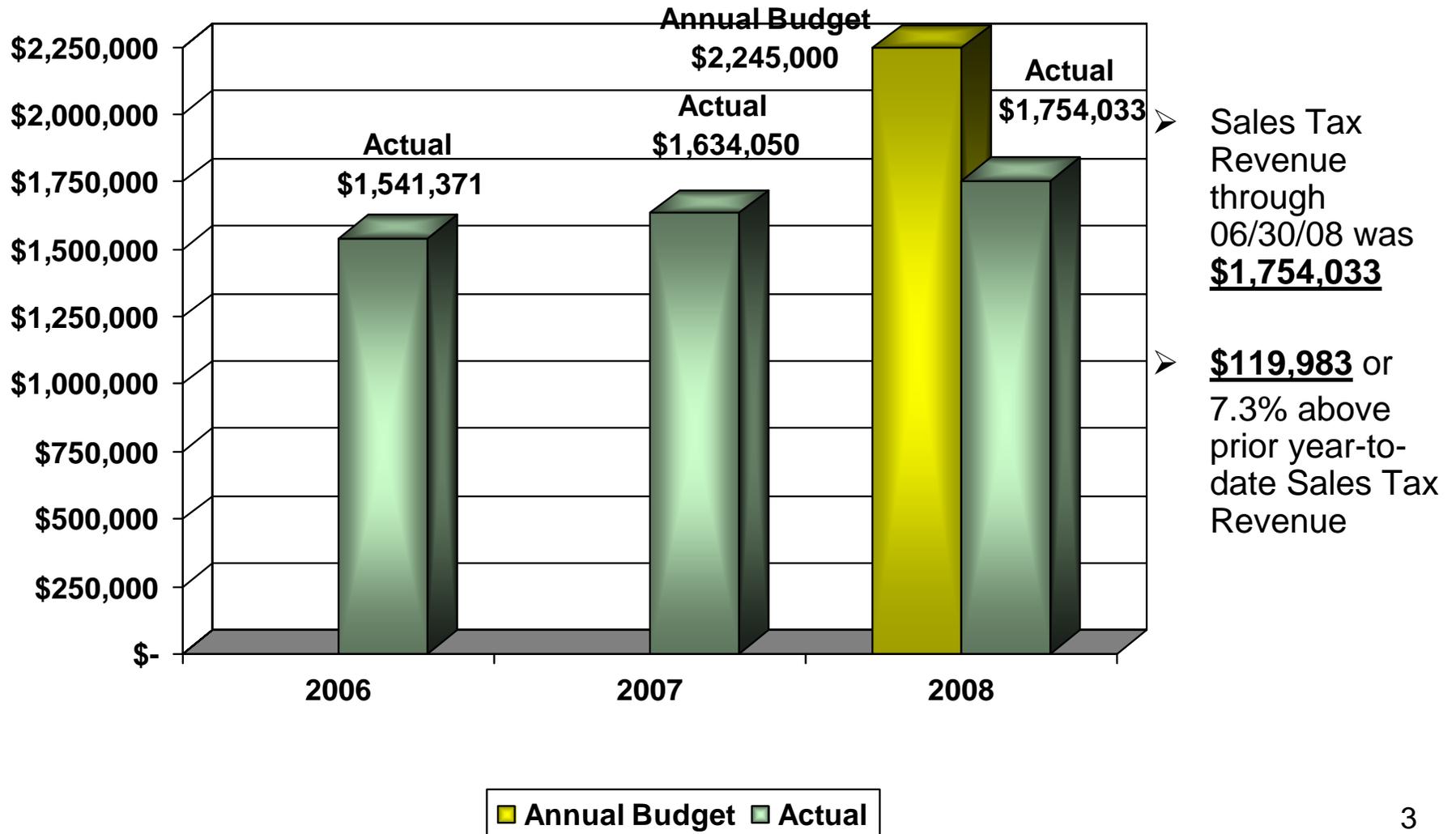
City of Copperas Cove General Fund Property Tax Revenue Trends FYTD (October through June)



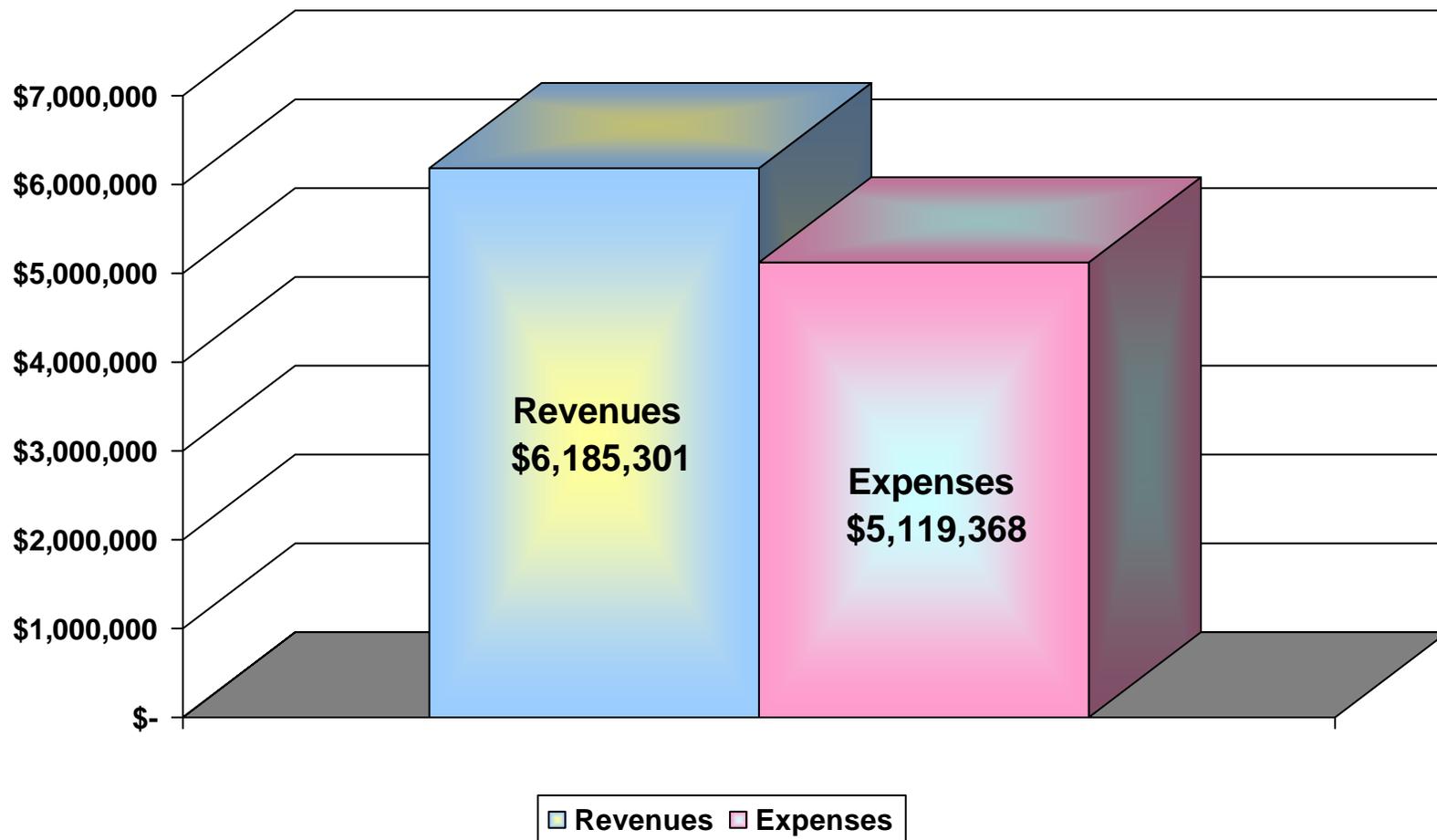
➤ Property Tax revenue through 06/30/08 was **\$6,006,293**

➤ **\$577,536** or 10.6% above prior year-to-date revenue

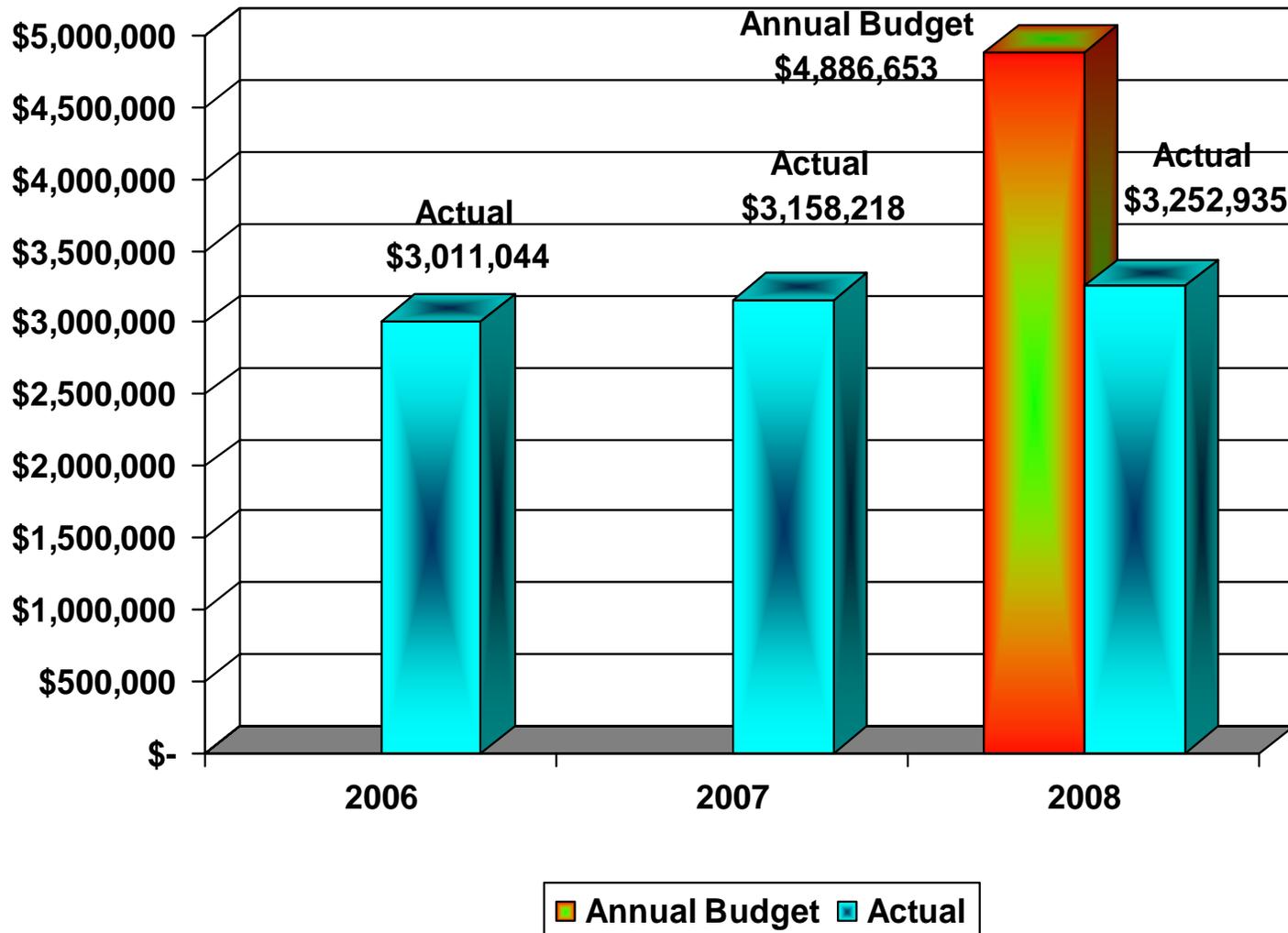
City of Copperas Cove Sales Tax Revenue Trends FYTD (October through June)



City of Copperas Cove Water & Sewer Fund Revenues vs. Expenses FYTD (October through June)



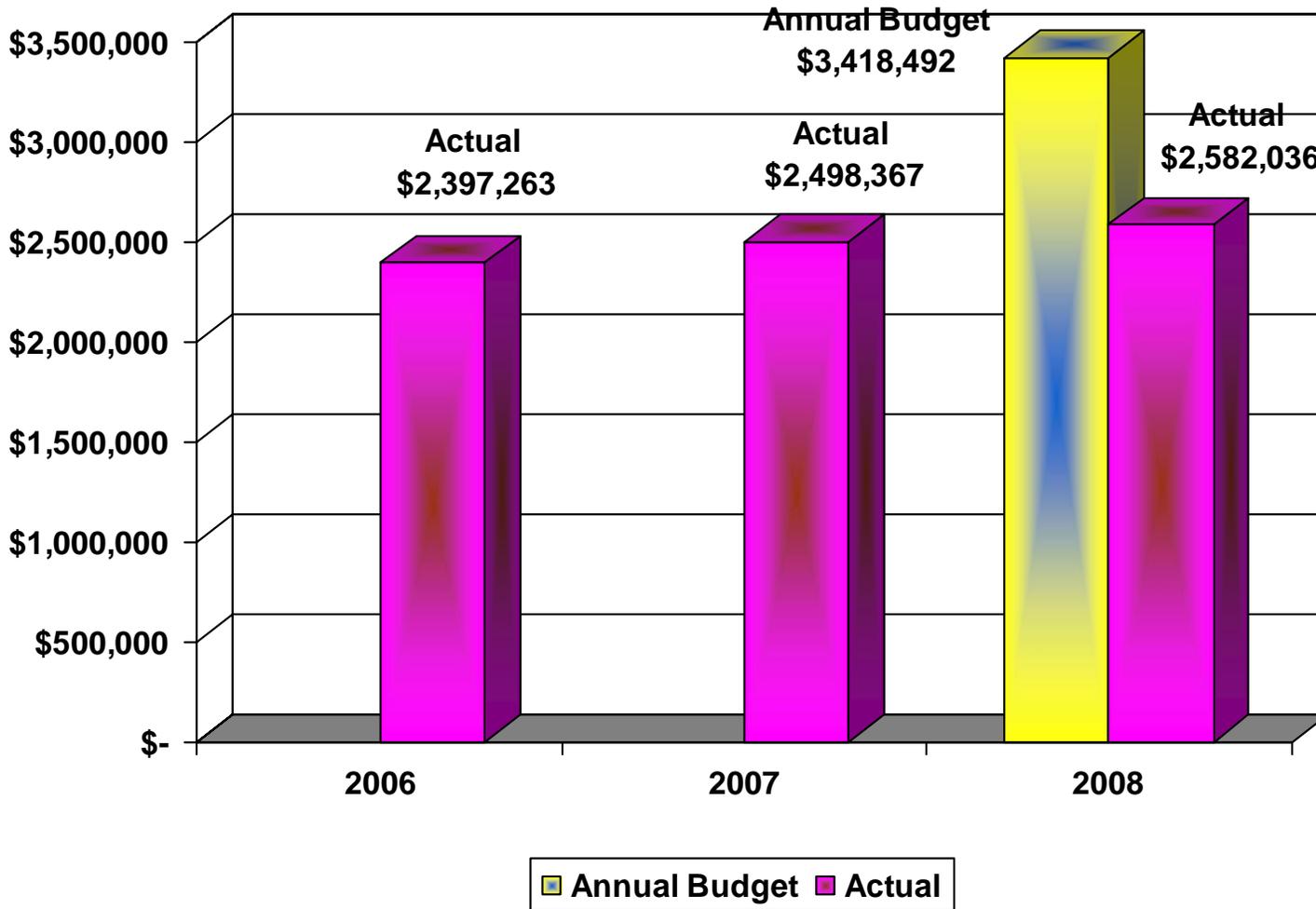
City of Copperas Cove Water Revenue Trends FYTD (October through June)



➤ Water Revenue through 06/30/08 was **3,252,935**

➤ **\$94,717** or 3.0% above prior year-to-date revenue

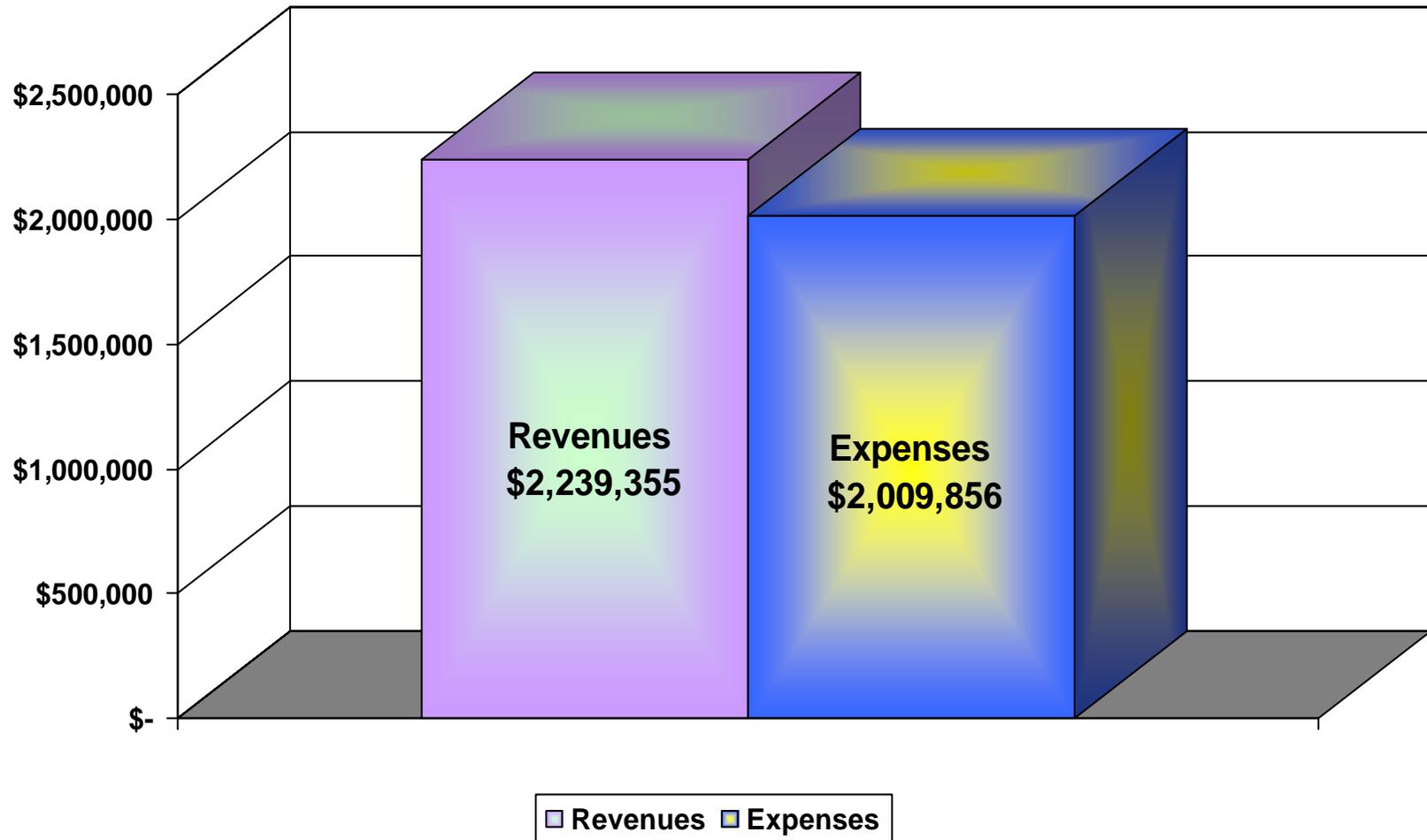
City of Copperas Cove Sewer Revenues FYTD (October through June)



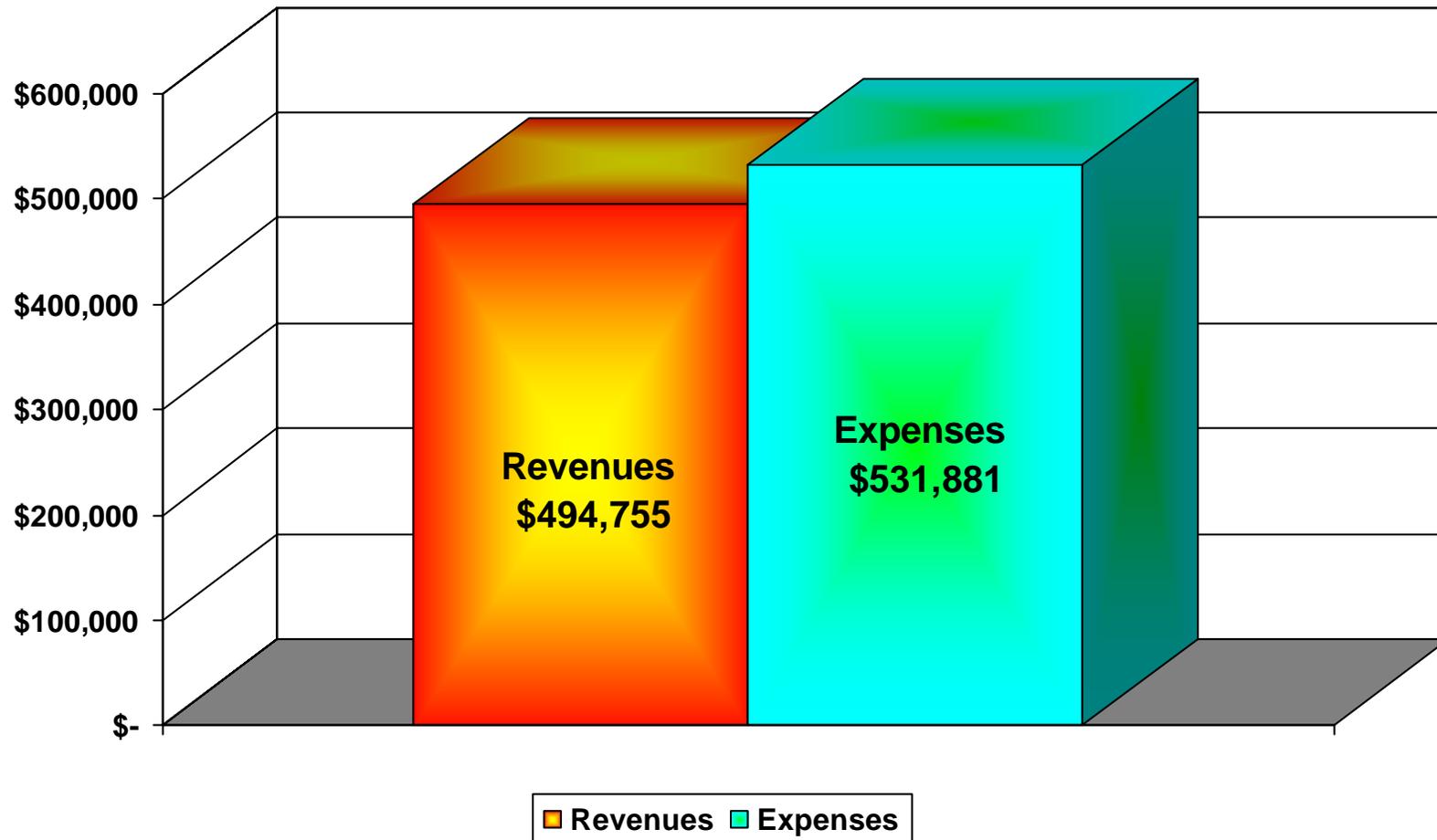
➤ Sewer Revenue through 06/30/08 was **\$2,582,036**

➤ **\$83,669** or 3.3% above prior year-to-date revenue

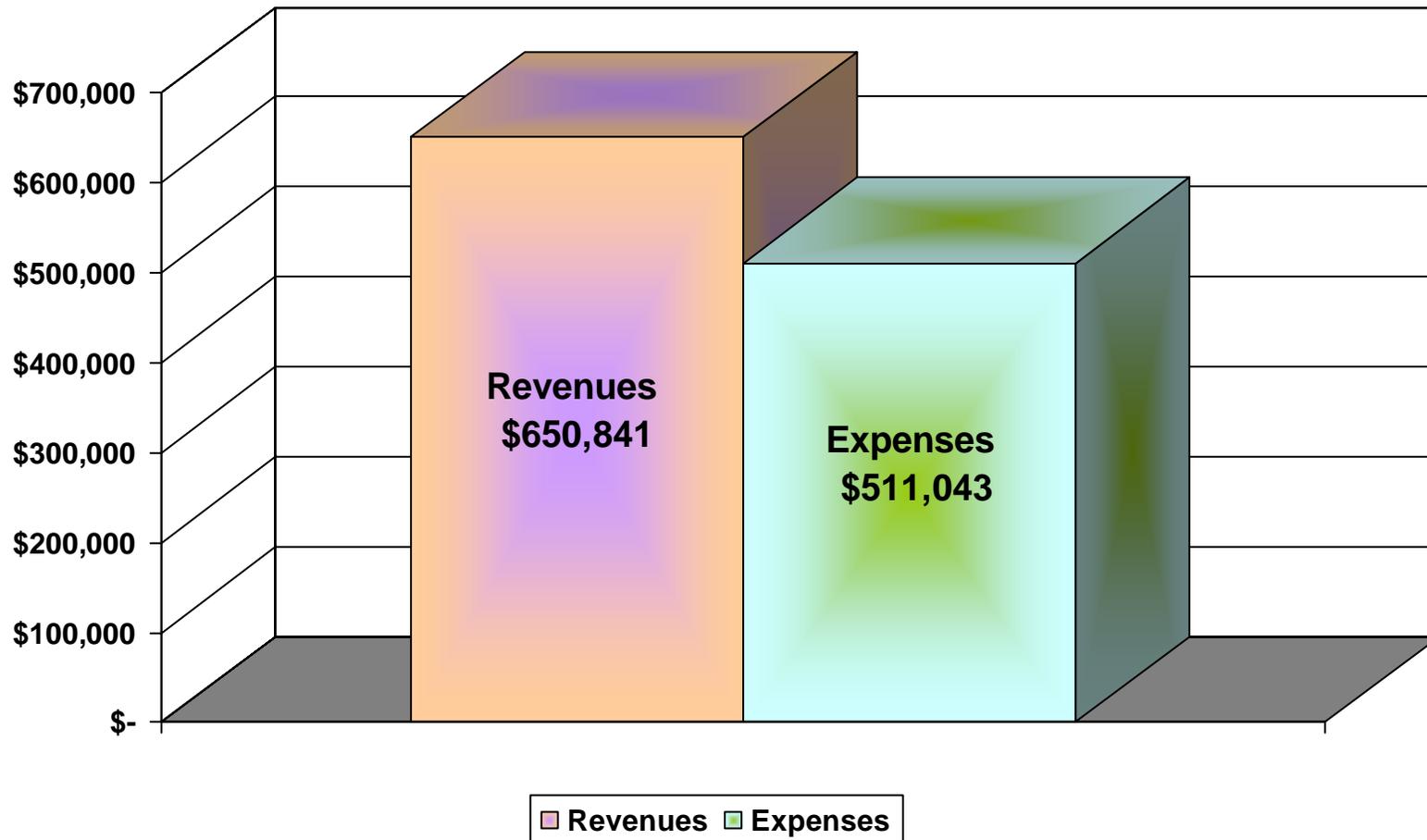
City of Copperas Cove Solid Waste Fund Revenues vs. Expenses FYTD (October through June)



City of Copperas Cove Golf Course Fund Revenues vs. Expenses FYTD (October through June)



City of Copperas Cove Drainage Fund Revenues vs. Expenses FYTD (October through June)



**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GENERAL FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget*	Current Month Jun 2008	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Designated	\$ 1,000,000	1,000,000	1,000,000	
Unreserved, Undesignated	2,384,115	4,258,420	2,279,959	
TOTAL BEG. FUND BALANCE	\$ 3,384,115	5,258,420	3,279,959	
GENERAL FUND REVENUE				
Taxes				
Current Ad Valorem Taxes	\$ 6,009,131	20,392	6,006,293	100.0%
Delinquent Ad Valorem Taxes	53,000	851	59,234	111.8%
Penalty & Interest	38,000	3,423	40,392	106.3%
Sales Tax	2,245,000	173,098	1,754,033	78.1%
Franchise Tax	1,346,208	-	399,371	29.7%
TXU Settlement	35,633	-	35,633	100.0%
Mixed Drink Tax	17,000	-	10,024	59.0%
Bingo Tax	110,000	-	67,302	61.2%
Used Oil Revenue-Safety Clean/H&H	700	131	372	53.2%
Subtotal Taxes	\$ 9,854,672	197,896	8,372,654	85.0%
Licenses & Permits				
License-Bicycle	\$ 100	-	8	8.0%
License-Contractors	45,000	990	28,945	64.3%
License-Animal	4,000	373	3,080	77.0%
Permits-Building	90,000	4,093	49,103	54.6%
Permits-House Moving	200	-	-	0.0%
Permits - Street Cuts	9,000	-	6,861	76.2%
Permits-Electrical	23,000	1,135	12,910	56.1%
Permits-Solicitors	2,500	850	2,715	108.6%
Permits-Natural Gas Lines	2,000	150	1,310	65.5%
Permits-Garage Sales	7,000	930	5,460	78.0%
Permits-Plumbing	30,000	2,352	20,819	69.4%
Permits-Mechanical	18,000	845	10,095	56.1%
License-Taxicabs	1,000	-	300	30.0%
Permits-Car Wash	500	90	300	60.0%
Permits-Signs	1,500	25	435	29.0%
Permits-Swimming Pools	900	30	285	31.7%
Wrecker License	600	-	510	85.0%
Permit-Certificate of Occupancy	2,000	200	1,640	82.0%
Permits-Alarms	6,200	20	2,840	45.8%
False Alarm Penalties	1,150	-	801	69.6%
Permits-Alcohol License	600	-	510	85.0%
Permits-Well/Gas Drilling	3,000	-	5,000	N/A
Subtotal Licenses & Permits	\$ 248,250	12,083	153,927	62.0%

* This budget reflects the budget amendments that were approved by City Council on 05/20/08 and 06/17/08

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GENERAL FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget*	Current Month Jun 2008	Total Year to Date	Percent Year to Date
Services & Charges				
Swimming Pool Receipts	\$ 52,400	24,441	32,949	62.9%
Community Building Rental	23,000	2,025	19,416	84.4%
Misc. Library Receipts	14,500	1,164	9,835	67.8%
Animal Shelter Fees	40,000	2,301	22,326	55.8%
Ambulance Fee Revenue ⁽¹⁾	776,818	46,241	448,725	57.8%
Copy Machines	5,200	388	3,715	71.4%
Mowing Revenue	20,000	306	9,432	47.2%
Sale of City Maps	600	4	473	78.9%
Service Charge-NSF Checks	12,000	725	7,150	59.6%
Plat Filing Fee Revenue	6,500	-	2,750	42.3%
RV Park Fees	12,000	1,450	8,705	72.5%
Police Overtime Reimbursement	20,000	459	14,750	73.8%
Police Restitution Revenue	3,000	253	2,514	83.8%
Festival Reimbursements	13,094	13,640	13,843	105.7%
Special Events-Seniors	1,500	121	1,379	91.9%
Library Meeting Room Rental	2,500	60	2,438	97.5%
Open Records Revenue	1,500	158	1,615	107.7%
Senior Games	1,500	-	-	0.0%
Fax Machine Fees	1,200	99	882	73.5%
Pool Rental Revenue	4,000	2,400	3,000	75.0%
Re-Inspection Fees	700	100	475	67.9%
Micro Chip of Animals Revenue	7,175	173	1,382	19.3%
Subtotal Services & Charges	\$ 1,019,187	96,509	607,754	59.6%
⁽¹⁾ Recorded net of billing fees.				
Fines & Forfeitures				
Municipal Court Fines	\$ 161,500	7,932	76,992	47.7%
Traffic Violation Fines	404,600	31,238	244,024	60.3%
Library Fines	16,500	1,806	13,550	82.1%
Arrest Warrant Income	138,500	5,124	68,529	49.5%
Child Safety Fund	12,800	963	8,592	67.1%
City's % of State Court Fines	57,500	-	40,262	70.0%
HB 70 Fees	14,000	1,180	8,697	62.1%
Arresting Officer Fees	33,000	2,507	18,775	56.9%
CCISD Liaison Funding	101,508	25,377	76,131	75.0%
Admin Fee-Teen Court	1,500	90	790	52.7%
Admin Fee-Defensive Driving	8,600	1,020	7,230	84.1%
Rezone Request Fees	3,000	-	800	26.7%
Variance Request Fees	300	110	220	73.3%
Subtotal Fines & Forfeitures	\$ 953,308	77,348	564,592	59.2%
Administration Reimb.				
Admin. Reimb.-W & S Fd	\$ 792,500	66,042	594,375	75.0%
Admin. Reimb.-Solid Waste Fd	428,000	35,667	321,000	75.0%
Admin. Reimb.-Drainage Utility Fd	80,000	6,667	60,000	75.0%
Subtotal Admin. Reimb.	\$ 1,300,500	108,375	975,375	75.0%

* This budget reflects the budget amendments that were approved by City Council on 05/20/08 and 06/17/08

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GENERAL FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget*	Current Month Jun 2008	Total Year to Date	Percent Year to Date
Miscellaneous Revenue				
Interest Earned Revenue	\$ 235,000	11,544	135,768	57.8%
Rental Income	20,000	1,584	13,248	66.2%
Miscellaneous Police Revenue	3,000	286	3,097	103.2%
Miscellaneous Grant Revenue	1,500	-	-	0.0%
Miscellaneous Revenues	159,300	8,770	170,772	107.2%
Insurance Proceeds	3,000	2,415	2,445	81.5%
Food Workers' Permit	13,000	817	10,932	84.1%
Food Establishment Licenses	11,000	1,500	7,485	68.0%
Maintenance & Landscape Revenue	2,100	1,050	3,150	150.0%
Street Sign Revenue	2,400	-	595	24.8%
Auction Proceeds	7,115	-	7,115	100.0%
Subtotal Miscellaneous Rev.	\$ 457,415	27,966	354,606	77.5%
TOTAL G. F. REVENUE	\$ 13,833,332	520,176	11,028,907	79.7%

* This budget reflects the budget amendments that were approved by City Council on 05/20/08 and 06/17/08

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GENERAL FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget*	Current Month Jun 2008	Total Year to Date	Percent Year to Date
GENERAL FUND EXPENDITURES				
City Council	\$ 42,700	1,159	28,527	66.8%
City Manager	210,331	15,087	154,148	73.3%
City Secretary/Elections	145,239	21,725	103,851	71.5%
City Attorney	135,180	11,103	92,845	68.7%
Finance	545,619	60,281	421,412	77.2%
Human Resources	179,796	14,716	137,683	76.6%
Information Systems	212,499	15,790	141,208	66.5%
Municipal Court	361,583	24,743	257,053	71.1%
Police	4,404,725	343,061	3,062,794	69.5%
Public Information Office	54,990	4,629	40,164	73.0%
Animal Control	214,943	12,829	137,810	64.1%
Fire/EMS	3,041,232	275,641	2,363,609	77.7%
Emergency Management	31,539	325	5,866	18.6%
Engineering	166,629	9,486	82,727	49.6%
Building & Development Services	299,977	21,835	216,629	72.2%
Streets	1,042,545	87,021	500,951	48.1%
Parks and Recreation	950,423	92,030	617,758	65.0%
Fleet Services	237,231	17,983	197,003	83.0%
Public Works	40,386	3,224	29,789	73.8%
Facility Maintenance	174,984	12,383	130,345	74.5%
Planning	162,676	13,656	103,374	63.5%
Library	526,563	39,003	396,499	75.3%
Code & Health	156,939	12,286	117,837	75.1%
Non-Departmental	461,718	19,172	319,555	69.2%
TOTAL GENERAL FUND EXPENDITURES				
	\$ 13,800,447	1,129,167	9,659,436	70.0%
ENDING FUND BALANCE				
Unreserved, Designated	\$ 1,000,000	1,000,000	1,000,000	
Unreserved, Undesignated	\$ 2,417,000	3,649,429	3,649,429	
TOTAL ENDING FUND BALANCE				
	\$ 3,417,000	4,649,429	4,649,429	
IDEAL RESERVE FUND BALANCE				
	\$ 3,450,112	3,450,112	3,450,112	
OVER (UNDER) IDEAL RESERVE FUND BALANCE				
	\$ (33,112)	1,199,317	1,199,317	

* This budget reflects the budget amendments that were approved by City Council on 05/20/08 and 06/17/08

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
WATER & SEWER FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget*	Current Month Jun 2008	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 2,029,827	2,582,711	1,730,982	
TOTAL BEGINNING FUND BALANCE	\$ 2,029,827	2,582,711	1,730,982	
W & S FUND REVENUES				
Operating Revenues				
Water Revenue	\$ 4,886,653	430,953	3,252,935	66.6%
Sewer Revenue	3,418,492	299,869	2,582,036	75.5%
Senior Discount	(140,300)	(12,111)	(94,698)	67.5%
Water Tap Fees	122,000	7,704	64,511	52.9%
Sewer Tap Fees	30,000	1,360	16,380	54.6%
Connect Fee	55,000	4,305	44,445	80.8%
Meter Box Reset Fee	0	-	300	N/A
Composting Sales Revenue	15,000	765	9,021	60.1%
Subtotal Operating Revenues	\$ 8,386,845	732,844	5,874,929	70.0%
Other Revenues				
Admin Reimb--Drainage	20,000	1,667	15,000	75.0%
Interest Revenue	140,000	5,815	69,344	49.5%
Late Charge For Billing	262,000	20,605	187,778	71.7%
Riser Forfeiture Revenue	3,000	50	740	24.7%
Auction Proceeds	1,000	-	-	0.0%
Insurance Proceeds	500	-	-	0.0%
Miscellaneous Revenues	50,000	6,056	37,510	75.0%
Subtotal Other Revenues	\$ 476,500	34,193	310,372	65.1%
TOTAL W & S FD REVENUES	\$ 8,863,345	767,037	6,185,301	69.8%
W & S FUND EXPENDITURES				
Water & Sewer Administration	\$ 163,350	12,547	120,880	74.0%
Utility Administration	547,313	41,319	412,028	75.3%
Water Distribution	1,214,190	116,123	836,799	68.9%
Sewer Collection	502,259	40,946	323,792	64.5%
Wastewater Treatment	1,125,291	132,362	827,851	73.6%
Composting	163,253	15,135	119,453	73.2%
Non-Departmental	5,096,367	194,401	2,478,565	48.6%
TOTAL W & S FUND EXPENDITURES	\$ 8,812,023	552,832	5,119,368	58.1%
ENDING FUND BALANCE				
Unreserved, Undesignated	\$ 2,081,149	2,796,915	2,796,915	
TOTAL ENDING FUND BALANCE	\$ 2,081,149	2,796,915	2,796,915	
IDEAL RESERVE FUND BALANCE	\$ 2,203,006	2,203,006	2,203,006	
OVER (UNDER) IDEAL RESERVE FUND BALANCE	\$ (121,857)	593,909	593,909	

* This budget reflects the budget amendments that were approved by City Council on 05/20/08 and 06/17/08

**MONTHLY COUNCIL REPORT
SOLID WASTE FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget*	Current Month Jun 2008	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 653,725	900,356	769,842	
Unreserved, Designated	0	-	-	
TOTAL BEGINNING FUND BALANCE	\$ 653,725	900,356	769,842	
SOLID WASTE FUND REVENUE				
Operating Revenue				
Refuse Collection Fees	\$ 2,299,767	195,150	1,757,989	76.4%
Sanitary Landfill Fees	425,000	38,488	290,228	68.3%
Senior Discount	(38,325)	(3,149)	(28,412)	74.1%
Recycling Proceeds	45,000	3,709	34,165	75.9%
Sale of Scrap Metal	18,000	1,666	10,842	60.2%
Sale of Kraft Bags	10,500	734	7,814	74.4%
Container Reload Fees	13,500	926	5,294	39.2%
Return Service/Overload Container	1,000	124	196	19.6%
Roll-Off Rental Income	55,000	614	39,691	72.2%
Rear Load Dumpster Rental	2,800	66	2,966	105.9%
Auto Lid Locks	1,250	75	751	60.0%
Subtotal Operating Revenue	\$ 2,833,492	238,402	2,121,522	74.9%
Other Revenue				
Interest Revenue	\$ 33,000	1,462	20,793	63.0%
Late Charge For Billing	120,000	10,302	93,889	78.2%
Auction Proceeds	1,000	-	-	0.0%
Miscellaneous Revenues	2,700	168	3,150	116.7%
Subtotal Other Revenue	\$ 156,700	11,932	117,832	75.2%
TOTAL SOLID WASTE REVENUE	\$ 2,990,192	250,335	2,239,355	74.9%
SOLID WASTE FUND EXPENDITURES				
Solid Waste Administration	\$ 205,723	16,197	158,824	77.2%
Solid Waste Collection - Residential	336,575	21,513	237,530	70.6%
Solid Waste Collection - Recycling	131,881	7,244	71,236	54.0%
Solid Waste Collection - Brush	143,612	15,954	116,842	81.4%
Solid Waste Collection - Commercial	346,816	29,949	259,604	74.9%
Solid Waste Disposal - Transfer Station	1,222,381	22,239	777,564	63.6%
Solid Waste Recycling - KCCB	22,200	2,294	12,807	57.7%
Non-Departmental	505,595	35,960	375,449	74.3%
TOTAL SOLID WASTE FUND EXPENDITURES	\$ 2,914,783	151,350	2,009,856	69.0%
ENDING FUND BALANCE				
Unreserved, Undesignated	\$ 729,134	999,340	999,340	
Unreserved, Designated	-	-	-	
TOTAL ENDING FUND BALANCE	\$ 729,134	999,340	999,340	
IDEAL RESERVE FUND BALANCE	\$ 728,696	728,696	728,696	
OVER (UNDER) IDEAL RESERVE FUND BALANCE	\$ 438	270,644	270,644	

* This budget reflects the budget amendments that were approved by City Council on 05/20/08 and 06/17/08

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
DRAINAGE UTILITY FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget*	Current Month Jun 2008	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 385,402	478,943	324,584	
TOTAL BEGINNING FUND BALANCE	\$ 385,402	478,943	324,584	
DRAINAGE UTILITY FUND REVENUE				
Drainage Utility Fee	\$ 842,539	69,148	626,930	74.4%
Maintenance Revenue	923	-	0	0.0%
Subtotal Drainage Utility Revenue	\$ 843,462	69,148	626,930	74.3%
Other Revenue				
Miscellaneous Revenue	\$ 2,626	(0)	929	35.4%
Interest Revenue	37,000	1,714	22,951	62.0%
Insurance Proceeds	30		30	
Subtotal Other Revenue	\$ 39,656	1,714	23,910	60.3%
TOTAL DRAINAGE UTILITY REVENUE	\$ 883,118	70,863	650,841	73.7%
DRAINAGE UTILITY FUND EXPENDITURES				
Drainage	\$ 1,051,485	85,164	508,236	48.3%
Administration	6,047	260	2,807	46.4%
TOTAL DRAINAGE UTILITY FUND EXPENDITURES	\$ 1,057,532	\$ 85,424	\$ 511,043	48.3%
Unreserved, Undesignated	\$ 210,988	464,382	464,382	
TOTAL ENDING FUND BALANCE	\$ 210,988	464,382	464,382	
IDEAL RESERVE FUND BALANCE	\$ 264,383	264,383	264,383	
OVER (UNDER) IDEAL RESERVE FUND BALANCE	\$ (53,395)	199,999	199,999	

* This budget reflects the budget amendments that were approved by City Council on 05/20/08 and 06/17/08

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
GOLF COURSE FUND
As of June 30, 2008 (FY 2007-08)**

Description	Adopted Budget	Current Month Jun 2008	Total Year to Date	Percent Year to Date
BEGINNING FUND BALANCE				
Unreserved, Undesignated	\$ 3,113	(50,960)	(22,335)	
TOTAL BEGINNING FUND BALANCE	\$ 3,113	(50,960)	(22,335)	
GOLF COURSE FUND REVENUE				
Green Fees	\$ 198,735	15,509	119,089	59.9%
Cart Rental Fees	172,000	14,854	111,098	64.6%
Membership Dues	107,425	1,464	18,890	17.6%
Cart Storage Fees	22,100	-	1,242	5.6%
Trail Fees	15,300	12	2,218	14.5%
Pro Shop Sales	101,000	6,872	55,491	54.9%
Handicap Fees	300	-	450	150.0%
Driving Range Fees	36,500	2,684	23,865	65.4%
Snack Bar Revenue F&B	62,000	7,479	48,419	78.1%
Snack Bar Revenue-Beer & Wine	25,000	2,649	17,317	69.3%
Transfer From General Fund	59,072	-	59,072	100.0%
Facility Rental Income	500	95	795	159.0%
Swimming Pool Receipts	500	268	268	53.6%
Interest Revenue	100	0	5	5.3%
Special Green Fees	0	913	6,244	N/A
Special Lunch	0	420	2,944	N/A
Revenue Food & Beverages	0	594	1,830	N/A
Tournament Green Fees	18,000	6,357	16,561	92.0%
Tournament Cart Fees	14,500	901	8,716	60.1%
Auction Proceeds	5,000	-	-	0.0%
Miscellaneous Receipts	260	(5)	59	22.7%
Golf Lesson Revenue	0	-	182	N/A
TOTAL G. C. FD REVENUE	\$ 838,292	\$ 61,066	\$ 494,755	59.0%
GOLF COURSE FUND EXPENDITURES				
Golf Course Administration	\$ 302,039	27,797	237,494	78.6%
Golf Course Concessions	105,588	9,416	77,508	73.4%
Golf Course Maintenance	356,552	32,354	216,879	60.8%
TOTAL GOLF COURSE FUND EXPENDITURES	\$ 764,179	69,566	531,881	69.6%
ENDING FUND BALANCE				
Unreserved, Undesignated	\$ 77,226	(59,461)	(59,461)	
TOTAL ENDING FUND BALANCE	\$ 77,226	(59,461)	(59,461)	
IDEAL RESERVE FUND BALANCE	\$ 191,045	191,045	191,045	
OVER (UNDER) IDEAL RESERVE FUND BALANCE	\$ (113,819)	(250,506)	(250,506)	

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
OTHER FUNDS
As of June 30, 2008 (FY 2007-08)**

Fund Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
Special Revenue Funds:				
Recreation Activities Fund	\$ 88,185	127,706	124,959	\$ 90,932
Cemetery Fund	12,865	10,063	26,437	\$ (3,509)
Library Gifts and Memorials	8,894	424	224	\$ 9,095
Small Business Revolving Loan Fund *	197,521	1,304	-	\$ 198,825
Hotel Occupancy Tax Fund	56,405	123,188	107,099	\$ 72,494
Animal Shelter Fund	21,560	600	4,246	\$ 17,913
City-Wide Donation Fund	40,795	32,254	27,990	\$ 45,059
Municipal Court Fund	175,638	41,382	65,364	\$ 151,657
Sub-Total Special Revenue Funds	\$ 601,863	\$ 336,922	\$ 356,318	\$ 582,466
** Beginning fund balance includes \$140,949 in notes receivables.				
Debt Service Fund:				
Tax Interest & Sinking Fund	\$ 143,493	1,470,466	341,954	\$ 1,272,005
Sub-Total Debt Service Fund:	\$ 143,493	1,470,466	341,954	\$ 1,272,005
Capital Projects Funds:				
2001 C.O. (Capital Equip./Improvement)	\$ 284,483	7,454	23,700	\$ 268,236
2001 C.O. (Water/Wastewater Phase II)	466,010	12,244	13,374	\$ 464,880
2003 C.O. (CIP)	819,258	14,815	341,560	\$ 492,512
2003 C.O. (W/WW Phase III)	1,532,155	45,454	560,647	\$ 1,016,963
2005 C.O. (Water Infrastructure Project)	2,407,973	61,831	770,718	\$ 1,699,085
2006 Tax Notes (CIP)	1,021,461	20,866	497,777	\$ 544,550
2007 C.O. (Police Facility)	5,338,633	(359,337)	254	\$ 4,979,043
2008 Tax Supported Note	-	1,490,526	51,975	\$ 1,438,552
2008 Tax Supported Note (W&S)	-	1,139,235	21,285	\$ 1,117,950
2008 Tax Supported Note (Golf)	-	80,304	-	\$ 80,304
2008 Tax Supported Note (Drainage)	-	155,570	5,143	\$ 150,427
Sub-Total C.I.P. Funds:	\$ 11,869,973	\$ 2,668,963	\$ 2,286,432	\$ 12,252,502
Total Other Funds	\$ 12,615,329	4,476,350	2,984,705	\$ 14,106,973

City of Copperas Cove, Texas
2001 Certificates of Obligation
(Capital Equipment/Improvements)
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
90-300-0001	Fund Balance	\$ -	\$ -	\$ 284,483
Revenues				
90-390-1001	Bond Proceeds	\$ 1,915,000	\$ 1,914,227	\$ -
90-370-6001	Interest Income	-	82,505	7,454
90-370-6005	Miscellaneous Revenue	-	-	-
Total Revenues		<u>\$ 1,915,000</u>	<u>\$ 1,996,733</u>	<u>\$ 7,454</u>
Expenditures*				
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	-
90-4606-5300-8500	Reliever Route ROW Acquisition	400,000	148,455	23,700
90-4606-5400-8505	Ogletree Improvements	364,548	394,604	-
90-4606-5600-8500	Public Works Facility (1/2)	159,500	113,119	-
Total Expenditures		<u>\$ 1,915,000</u>	<u>\$ 1,712,250</u>	<u>\$ 23,700</u>
Ending Fund Balance				
90-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 284,483</u>	<u>\$ 268,236</u>

* Prior year expenditures have been reconciled to the fund cash balance.

City of Copperas Cove, Texas
2001 Certificates of Obligation
(Phase II of Water/Wastewater CIP)
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
91-300-0001	Fund Balance	\$ -	\$ -	\$ 466,010
Revenues				
91-390-1001	Bond Proceeds	\$ 6,485,000	\$ 6,482,383	\$ -
91-370-6001	Interest Income	-	324,782	12,244
91-370-6005	Miscellaneous Revenue	-	-	-
Total Revenues		<u>\$ 6,485,000</u>	<u>\$ 6,807,165</u>	<u>\$ 12,244</u>
Expenditures*				
91-4607-9100-8600	Bond Issuance Costs	\$ 162,800	\$ 165,380	\$ -
91-4607-9100-6100	Advertising	-	191	-
91-4607-5600-6800	Professional Services	-	28,743	-
91-4607-9100-9032	Public Works Facility (1/2)	159,500	130,184	-
91-4607-9100-9034	Turkey Run Pumps & Tank	439,000	443,736	-
91-4607-9100-9036	Hogg Mt. Pumps & Tank	819,000	135,545	-
91-4607-9100-9038	Killeen/CC Water Line	3,073,700	3,206,692	-
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	753,501	-
91-4607-9100-9044	Grimes Crossing Water Line	701,000	503,848	-
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	-	220,606	-
91-4607-9100-9052	Mickan Mountain Rehab	-	200,704	13,374
91-4607-9100-9054	Hughes Mountain Rehab	-	-	-
91-4607-9100-9050	South Wastewater Plant	-	93,380	-
91-4607-5100-xxxx	Salaries/Related Expense	125,000	38,048	-
Total Expenditures		<u>\$ 6,485,000</u>	<u>\$ 6,341,155</u>	<u>\$ 13,374</u>
Ending Fund Balance				
91-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 466,010</u>	<u>\$ 464,880</u>

* Prior year expenditures have been reconciled to the fund cash balance.

**City of Copperas Cove, Texas
2003 Certificates of Obligation
Tax Supported Capital Projects
As of June 30, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
70-300-0001	Fund Balance	\$ -	\$ -	\$ 819,258
Revenues				
70-390-1003	Bond Proceeds	\$ 4,190,000	\$ 4,190,000	\$ -
70-370-6001	Interest Income	-	214,451	14,815
70-370-6005	Miscellaneous Revenue	-	1,953	-
Total Revenues		<u>\$ 4,190,000</u>	<u>\$ 4,406,404</u>	<u>\$ 14,815</u>
Expenditures				
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	1,611,351	-
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	365,670	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	94,311	-
70-4615-8500-9019	Construction of Big Divide	579,000	624,305	330,230
70-4615-8500-9043	Street Reconstruction	400,000	250,058	-
Total Expenditures		<u>\$ 4,186,740</u>	<u>\$ 3,587,147</u>	<u>\$ 341,560</u>
Ending Fund Balance				
70-300-0001	Fund Balance	<u>\$ 3,260</u>	<u>\$ 819,258</u>	<u>\$ 492,512</u>

* Prior year expenditures have been reconciled to the fund cash balance.

City of Copperas Cove, Texas
2003 Certificates of Obligation
(Phase III of Water/Wastewater CIP)
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
71-300-0001	Fund Balance	\$ -	\$ -	\$ 1,532,155
Revenues				
71-390-1003	Bond Proceeds	\$ 9,820,000	\$ 9,820,000	\$ -
71-370-6001	Interest Income	-	491,531	45,454
71-390-1001	Developer Contributions	-	21,086	-
71-370-6005	Miscellaneous Revenue	-	167,965	-
Total Revenues		\$ 9,820,000	\$ 10,500,581	\$ 45,454
Expenditures				
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	519,059
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	41,588
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	-
Total Expenditures		\$ 9,791,669	\$ 8,968,427	\$ 560,647
Ending Fund Balance				
71-300-0001		\$ 28,331	\$ 1,532,155	\$ 1,016,963

"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 June 30, 2008**

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
93-300-0001	Fund Balance	\$ -	\$ -	\$ 2,407,973
Revenues				
93-390-1003	Bond Proceeds	\$ 3,080,000	\$ 3,050,000	\$ -
93-340-2001	Miscellaneous Revenue	-	-	-
93-370-6001	Interest Revenue	-	250,372	61,831
Total Revenues		<u>\$ 3,080,000</u>	<u>\$ 3,300,372</u>	<u>\$ 61,831</u>
Expenditures*				
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	101,500	698,345
93-4616-8500-9034	Turkey Run Pump Station	868,000	4,445	72,129
93-4616-8500-9036	Hogg Mountain Water Tank	743,000	723,946	-
Total Expenditures		<u>\$ 3,080,000</u>	<u>\$ 892,399</u>	<u>\$ 770,718</u>
Ending Fund Balance				
93-253-0001		<u>\$ -</u>	<u>\$ 2,407,973</u>	<u>\$ 1,699,085</u>

* Prior year expenditures have been reconciled to the fund cash balance.

City of Copperas Cove, Texas
2006 Limited Tax Notes
Capital Equipment/Land & Professional Services
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
73-300-0001	Fund Balance	\$ -	\$ -	\$ 1,021,461
Revenues				
73-390-1003	Bond Proceeds	\$ 1,260,000	\$ 1,260,000	\$ -
73-340-2001	Miscellaneous Revenue	-	-	-
73-370-6001	Interest Revenue	-	59,154	20,866
Total Revenues		<u>\$ 1,260,000</u>	<u>\$ 1,319,154</u>	<u>\$ 20,866</u>
Expenditures*				
73-4617-9900-9500	Bond Issuance Costs	\$ -	\$ 25,796	\$ -
73-4617-4200-2200	Postage	-	-	20
73-4617-4200-6800	Professional Services	600,000	8,928	300,623
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	165,445	-
Total Expenditures		<u>\$ 1,260,000</u>	<u>\$ 297,694</u>	<u>\$ 497,777</u>
Ending Fund Balance				
73-253-0001		<u>\$ -</u>	<u>\$ 1,021,461</u>	<u>\$ 544,550</u>

* Prior year expenditures have been reconciled to the fund cash balance.

City of Copperas Cove, Texas
2007 Certificates of Obligation
Police Facility
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
74-300-0001	Fund Balance	\$ -	\$ -	\$ 5,338,633
Revenues				
74-390-1001	Bond Proceeds	\$ 5,300,000	\$ 5,300,000	\$ -
74-370-6001	Interest Revenue	50,000	92,974	142,621
74-390-1002	Discount Note Proceeds	-	-	(501,958)
Total Revenues		<u>\$ 5,350,000</u>	<u>\$ 5,392,974</u>	<u>\$ (359,337)</u>
Expenditures*				
74-4618-4200-8600	Bond Issuance Costs	\$ 50,000	\$ 54,030	\$ -
74-4618-4200-2200	Postage	-	23	-
74-4618-4200-6100	Advertising	-	287	254
74-4617-4200-8500	Police Facility	5,300,000	-	-
Total Expenditures		<u>\$ 5,300,000</u>	<u>\$ 54,340</u>	<u>\$ 254</u>
Ending Fund Balance				
74-253-0001		<u>\$ 50,000</u>	<u>\$ 5,338,633</u>	<u>\$ 4,979,043</u>

* Prior year expenditures have been reconciled to the fund cash balance.

City of Copperas Cove, Texas
2008 Tax Supported Note
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
75-300-0001	Fund Balance	\$ -		\$ -
Revenues				
75-390-1001	Bond Proceeds	\$ 1,485,000		\$ 1,485,000
75-370-6001	Interest Revenue	-		5,526
Total Revenues		<u>\$ 1,485,000</u>	<u>\$ -</u>	<u>\$ 1,490,526</u>
Expenditures*				
75-4190-7500-9500	Bond Issuance Costs	\$ 25,000	\$ -	\$ 26,428
75-4190-7500-9032	Baseball Field Lightning	58,230	-	-
75-4190-7500-9033	Camp Liveoak Renovation	20,000	-	-
75-4190-7500-9034	Cash Receipts - City Wide	17,270	-	-
75-4190-7500-9035	Fire Station Reloc. Land	125,000	-	-
75-4190-7500-9036	Playscape - City Park	35,000	-	-
75-4190-7500-9037	Playscape - Kate Street	35,000	-	-
75-4190-7500-9038	Recreation Center	500,000	-	5,047
75-4190-7500-9039	Park renovations	34,500	-	-
75-4190-7500-9040	Library Renovations	50,000	-	-
75-4190-7500-9041	Soccer Field Lightning	70,000	-	-
75-4190-7500-9042	Active Software (Parks)	15,000	-	-
75-4190-7500-9043	Summers Rd/Street Reconstructi	500,000	-	20,500
		-	-	-
Total Expenditures		<u>\$ 1,485,000</u>	<u>\$ -</u>	<u>\$ 51,975</u>
Ending Fund Balance				
75-253-0001		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,438,552</u>

City of Copperas Cove, Texas
2008 Tax Supported Note
Water & Sewer Fund (Phase III)
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
76-300-001	Fund Balance	\$ -		\$ -
Revenues				
76-390-1001	Bond Proceeds	\$ 1,135,000		\$ 1,135,000
76-370-6001	Interest Revenue	-		4,235
Total Revenues		<u>\$ 1,135,000</u>	<u>\$ -</u>	<u>\$ 1,139,235</u>
Expenditures*				
76-4615-8500-9500	Bond Issuance Costs	\$ 20,000	\$ -	\$ 21,285
76-4615-8500-9034	Turkey Run	493,500	-	-
76-4615-8500-9036	Mesa Verde II-380 Agreement	620,750	-	-
		-	-	-
Total Expenditures		<u>\$ 1,134,250</u>	<u>\$ -</u>	<u>\$ 21,285</u>
Ending Fund Balance				
76-253-0001		<u>\$ 750</u>	<u>\$ -</u>	<u>\$ 1,117,950</u>

City of Copperas Cove, Texas
2008 Tax Supported Note
Golf
As of June 30, 2008

Account	Description	Budget	As of	
			FY 2006-07	FY 2007-08
Beginning Fund Balance				
77-300-001	Fund Balance	\$ -		\$ -
Revenues				
77-390-1001	Bond Proceeds	\$ 80,000		\$ 80,000
77-370-6001	Interest Revenue	-		304
Total Revenues		<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ 80,304</u>
Expenditures*				
77-4310-7400-9044	Golf Cart Storage	\$ 80,000	\$ -	\$ -
Total Expenditures		<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ -</u>
Ending Fund Balance				
77-253-0001		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 80,304</u>

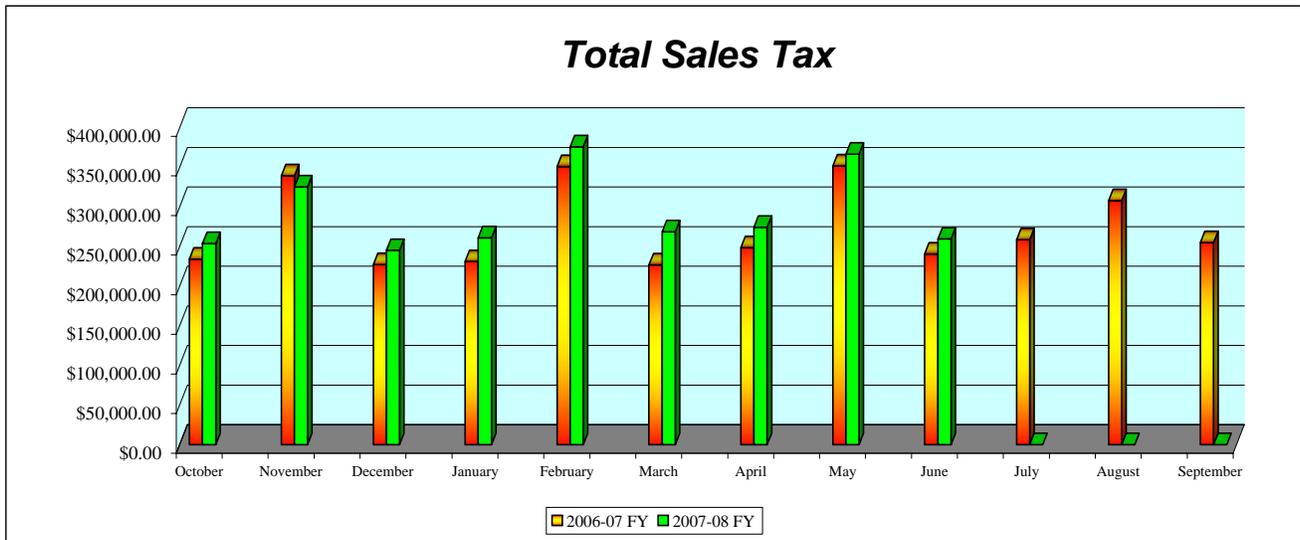
City of Copperas Cove, Texas
2008 Tax Supported Note
Drainage
As of June 30, 2008

Account	Description	Budget	As of FY 2006-07	FY 2007-08
Beginning Fund Balance				
78-300-001	Fund Balance	\$ -		\$ -
Revenues				
78-390-1001	Bond Proceeds	\$ 155,000		\$ 155,000
78-370-6001	Interest Revenue	-		570
Total Revenues		<u>\$ 155,000</u>	<u>\$ -</u>	<u>\$ 155,570</u>
Expenditures*				
78-4410-7600-9500	Bond Issuance Cost	\$ 5,000	\$ -	\$ 5,143
78-4410-7600-9037	Rolling Heights Project	150,000		-
Total Expenditures		<u>\$ 155,000</u>	<u>\$ -</u>	<u>\$ 5,143</u>
Ending Fund Balance				
78-253-0001		<u>\$ -</u>	<u>\$ -</u>	<u>\$ 150,427</u>

**CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
SCHEDULE OF SALES TAX COLLECTIONS
(WITH COMPARATIVE COLLECTIONS IN FY 2006-07)
As of June 30, 2008 (FY 2007-08)**

Fiscal Year 2006-07	City's Revenue	EDC's Revenue	Total Sales Tax	Fiscal Year 2007-08	City's Revenue	EDC's Revenue	Total Sales Tax
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	\$250,728.06	\$125,364.03	\$376,092.09
March	\$151,231.18	\$75,615.59	\$226,846.77	March	\$179,172.98	\$89,586.49	\$268,759.47
April	\$165,791.41	\$82,895.71	\$248,687.12	April	\$182,831.28	\$91,415.64	\$274,246.92
May	\$234,485.52	\$117,242.76	\$351,728.28	May	\$244,460.54	\$122,230.27	\$366,690.81
June	\$160,309.35	\$80,154.68	\$240,464.03	June	\$173,098.07	\$86,549.04	\$259,647.11
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
Total	\$2,181,952.99	\$1,090,976.50	\$3,272,929.49	Total	\$1,754,032.70	\$877,016.35	\$2,631,049.05

NOTE 1 - Total revenues collected for sales tax by the month ending June 30, 2008, in FY 2007-08 was \$2,631,049.05 (\$1,754,032.70 City's revenues and \$877,016.35 EDC's revenues); total revenues collected for sales tax by the month ending June 30, 2007 in FY 2006-07 was \$2,451,074.58 (\$1,634,049.72 City's revenues and \$817,024.86 EDC's revenues).



CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)
As of June 30, 2008 (FY 2007-08)

FUNDS IN INVESTMENT POOLS	
TEXSTAR	\$ 4,100,218.66
TEXPOOL	21,196,603.80
DISCOUNT NOTES	502,319.93
Subtotal on Funds in Investment Pools	<u>\$ 25,799,142.39</u>
 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	924,435.80
Payroll	4,264.26
Rental Rehab	15,152.92
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	10,350.59
Certificate of Obligations Series 1997	0.00
Solid Waste Interest & Sinking	0.00
Library Retainage	0.00
Pending Forfeitures	16,314.04
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
Subtotal Checking Accounts	<u>\$970,517.61</u>
 SAVINGS ACCOUNTS (Per Quarterly Stmts)	
Subdivision Escrow	2,534.68
Subtotal Savings Accounts	<u>\$2,534.68</u>
 TOTAL INVESTMENTS & CASH ACCOUNTS	 <u><u>\$26,772,194.68</u></u>

CITY OF COPPERAS COVE
MONTHLY COUNCIL REPORT
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)
As of June 30, 2008 (FY 2007-08)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$5,889,052.54
Water & Sewer Fund	\$3,318,097.47
Solid Waste Fund	\$869,412.03
Youth Activity Fund	\$116,216.92
Drainage Utility Fund	\$955,177.54
Cemetery Fund	(\$9,265.36)
General Obligation Interest & Sinking Fund	\$1,285,442.53
Curb & Gutter Assessment Fund	\$0.00
Municipal Golf Course Fund	(\$53,359.09)
Small Business Revolving Loan Fund	\$60,409.73
Library Gifts & Memorials Fund	\$8,491.38
Hotel/Motel Tax Fund	\$170,177.71
Animal Shelter Donations Fund	\$20,531.13
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$49,627.35
Abandoned Vehicle Auction Fund	\$0.00
City Wide Grants	\$123,714.71
FEMA Grant Funds	\$124,151.92
Fire Special Revenue Fund	\$9,855.34
Tirz	(\$2,890.00)
Mesa Verde II	(\$2,425.00)
457 Deferred cmp	\$0.00
Joint Image Campaign	\$23,267.10
Tx. Parks & Wildlife Grant	\$0.00
Municipal Court Fund	\$184,996.50
Police Restricted Fund	\$16,314.04
Police Federal Seizure Fund	\$2,104.23
Fire/EMS Loan	\$37,853.05
County Mutual Aid Agreement	\$53,644.22
1997 Combination Tax & Revenue C/O's (Golf Course; Library)	\$26,921.98
1997 CO's Golf Course Phase 1	\$1,326.55
Law Enforcement Block Grant Fund	\$10,350.59
Fire Department Grant Fund	\$7,236.79
Library Grant Fund	\$27,703.63
Step Grant	\$3,306.65
Tobacco Grant	\$1,059.12
FM 1113 Grant	\$50,178.88
2006 Limited Tax Notes	\$544,550.42
2008 Tax Note	\$1,438,551.71
2008 Tax Note (W/S)	\$1,117,949.99
2008 Tax Note (Drainage)	\$80,304.15
2008 Tax Note (Golf)	\$150,427.01
1994 WW/SS Revenue Bonds	\$0.00
EDA Industrial Park	\$4,642.44
Reliever Route	\$262,373.93
2005 Certificates of Obligation (Water Projects)	\$1,732,183.23
1998 Park Improvements G.O.	\$462.29
1998 Combination Tax & Revenue C/O's (Street; Compost)	\$3,872.60
1999 Combination Tax & Revenue C/O's (Golf Course)	\$2,231.13
1999 Combination Tax & Revenue C/O's (Animal Control; Municipal Court)	\$246.01
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.)	\$7,997.02
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$269,738.40
2001 Combination Tax & Revenue C/O's (Water/Wastewater Phase II CIP)	\$464,879.94
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$492,511.86
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	\$1,341,549.95
2007 Combination Tax & Revenue C/O's (Police Facility)	\$5,479,042.84
TOTAL CASH & INVESTMENTS	<u>\$26,772,194.68</u>

RECAP OF CASH & INVESTMENTS:

INVESTMENTS IN TEXPOOL	\$ 21,196,603.80
INVESTMENTS IN TEXSTAR	4,100,218.66
DISCOUNT NOTES	502,319.93
CASH IN BANK	973,052.29
TOTAL CASH & INVESTMENTS	<u>\$ 26,772,194.68</u>

**CITY OF COPPERAS COVE
INVESTMENT SCHEDULE
As of June 30, 2008 (FY 2007-08)**

As of June 30, 2008, 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 06/01/08	Investments	Redemptions	Accrued Interest	Book Value 06/30/08	Market Value 06/30/08
General Fund	\$ 6,590,422.69	\$ 277,183.73	\$ 1,069,183.73	\$ 11,518.88	\$ 5,809,941.55	\$ 5,809,941.55
Water & Sewer Fund	2,994,591.36	216,604.00	100,000.00	5,762.07	3,116,957.43	3,116,957.43
Solid Waste Fund	772,410.36	-	-	1,436.99	773,847.35	773,847.35
Drainage Utility Fund	902,217.34	26,594.00	-	1,708.09	930,519.43	930,519.43
Interest & Sinking Fund	1,269,711.99	11,550.76	-	2,367.98	1,283,630.71	1,283,630.71
Youth Activities Fund	99,281.47	-	-	184.71	99,466.18	99,466.18
Cemetery Fund	-	-	-	-	-	-
Golf Course Interest & Sinking	39.68	-	-	0.04	39.72	39.72
Small Business Revolving Loan Fund	56,919.16	-	-	105.89	57,025.05	57,025.05
Hotel/Motel Fund	184,811.74	2,434.97	19,743.13	321.80	167,825.38	167,825.38
Municipal Court Special Revenue Fund	182,127.86	20,000.00	-	311.70	182,439.56	182,439.56
1997 C/O Fund	1,324.09	-	-	2.46	1,326.55	1,326.55
2008 Tax Supported Note	1,458,398.50	-	22,547.25	2,700.46	1,438,551.71	1,438,551.71
2008 Tax Supported Note/ W&S	1,115,874.03	-	-	2,075.96	1,117,949.99	1,117,949.99
2008 Tax Supported Note/ Golf	80,155.03	-	-	149.12	80,304.15	80,304.15
2008 Tax Supported Note/ Drainage	150,147.88	-	-	279.33	150,427.01	150,427.01
1998 G.O. Bond Fund	461.41	-	-	0.88	462.29	462.29
1998 C/O Bond Fund	3,865.40	-	-	7.20	3,872.60	3,872.60
1999 C/O Bond Fund (Animal Control, etc.)	245.54	-	-	0.47	246.01	246.01
1999 C/O Bond Fund (Golf Course)	2,226.99	-	-	4.14	2,231.13	2,231.13
1999 C/O Bond Fund (Solid Waste)	7,982.16	-	-	14.86	7,997.02	7,997.02
2001 C/O Bond Fund (Governmental)	269,235.53	-	-	500.87	269,736.40	269,736.40
2001 C/O Bond Fund (W&S Phase II)	464,016.69	-	-	863.25	464,879.94	464,879.94
2007 C/O Police Facility	4,967,482.41	-	2,170.00	9,240.30	4,974,552.71	4,974,552.71
Reliever Route	261,886.71	-	-	487.22	262,373.93	262,373.93
Total TEXPOOL Investments	\$ 21,815,835.82	\$ 554,367.46	\$ 1,213,644.11	\$ 40,044.63	\$ 21,196,603.80	\$ 21,196,603.80

TEXSTAR Investments	Market Value 06/01/08	Investments	Redemptions	Accrued Interest	Book Value 06/30/08	Market Value 06/30/08
2003 C/O Project Fund (Governmental)	\$ 481,046.77	\$ -	\$ -	\$ 888.29	\$ 481,935.06	\$ 481,935.06
2003 C/O Project Fund (W&S Phase III)	1,369,129.46	-	30,091.95	2,512.44	1,341,549.95	1,341,549.95
EDA Grant	-	-	-	-	-	-
2005 C/O Project Fund (Water Projects)	2,057,874.32	-	329,115.30	3,424.21	1,732,183.23	1,732,183.23
2006 Tax Notes - Police Building Project	619,293.36	-	75,797.91	1,054.97	544,550.42	544,550.42
Total TEXSTAR Investments	\$ 4,527,343.91	\$ -	\$ 435,005.16	\$ 7,879.91	\$ 4,100,218.66	\$ 4,100,218.66

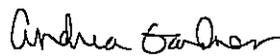
Discount Notes	Market Value 06/01/08	Investments	Redemptions	Accrued Interest	Book Value 06/30/08	Market Value 06/30/08
2007 C/O Police Facility	\$ -	\$ 500,000.00	\$ -	\$ 2,319.93	\$ 502,319.93	\$ 500,000.00
Total Discount Notes	\$ -	\$ 500,000.00	\$ -	\$ 2,319.93	\$ 502,319.93	\$ 500,000.00

Total Investments	\$ 26,343,179.73	\$ 1,054,367.46	\$ 1,648,649.27	\$ 50,244.47	\$ 25,799,142.39	\$ 25,796,822.46
--------------------------	-------------------------	------------------------	------------------------	---------------------	-------------------------	-------------------------

This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.



Wanda Bunting, CPA
Director of Financial Services



Andrea Gardner
City Manager



Monthly Newsletter - June 2008

Performance

As of June 30, 2008

Current Invested Balance	\$5,450,912,795.58
Weighted Average Maturity (1)	31 Days
Weighted Average Maturity (2)	86 Days
Net Asset Value	0.999642
Total Number of Participants	637
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$10,889,059.77
Management Fee Collected	\$238,776.37
% of Portfolio Invested Beyond 1 Year	5.23%
Standard & Poor's Current Rating	AAAM

June Averages

Average Invested Balance	\$5,769,337,785.37
Average Monthly Yield, on a simple basis	2.2467%
Average Weighted Average Maturity (1)*	31 Days
Average Weighted Average Maturity (2)*	86 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 June 2008:

- | | | |
|-------------------------|---------------------|-------------------|
| ★ Liberty ISD | ★ Clyde CISD | ★ Fairfield ISD |
| ★ Sterling City ISD | ★ Matagorda County | ★ Marilee SUD |
| ★ Stephens County | ★ Emerald Forest UD | ★ Colorado County |
| ★ Harris County MUD 420 | | |

Economic Commentary

Economic data has come in slightly stronger than expected in the second quarter due to the federal tax rebates. The rebates should continue to buoy consumer spending, but this apparent firming in consumer demand has done little so far to stem job losses—a key criterion for sustained expansion once the boost from temporary fiscal stimulus has eased. In addition to job losses, the combination of high energy prices, tighter credit and the continued housing issues are dragging on growth.

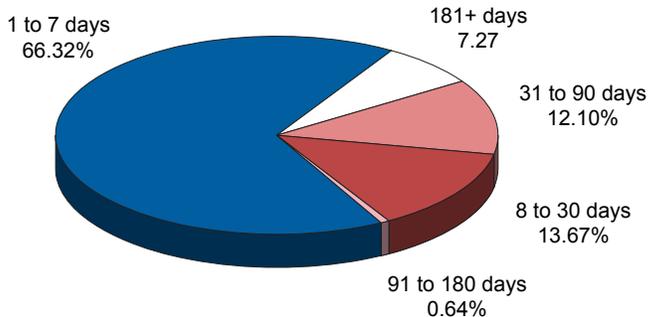
There are some signs that elevated headline inflation is beginning to affect long-term inflation expectations which is a key concern from the Federal Reserve. Treasury yields rose in the second quarter of 2008 versus the first quarter as investors moved to riskier securities in April and May, while inflation fears became more prominent as food and oil prices skyrocketed. However, in June, the market grew more wary of additional write-downs at financial institutions and the effect of ongoing higher food and oil prices on an already weak economy, and once again returned to Treasury securities.

The Fed is clearly uncomfortable with current trends in headline inflation and inflation expectations. Indeed, recent communications have signaled a high probability of rate hikes should inflation expectations rise materially further. The most likely scenario is that the Fed will remain on hold until the end of 2008 or early 2009. At that time, the labor market should recover at least somewhat, removing a key barrier to Fed tightening. Lower consumer spending is anticipated in the fourth quarter as the boost from rebate checks will likely fade by then. The consumer is faced with many headwinds—weaker jobs and income, tighter credit, high gas prices, declining wealth—and confidence has plunged deep into recession territory. Gradual stability in the housing sector by the end of 2008 is a key element of the forecast. Also anticipated is some easing in overall credit conditions as clarity emerges on both the path of the economy, the housing market, and the extent of financial institutions' losses. However, available credit will very likely remain significantly tighter than it was prior to the current crisis.

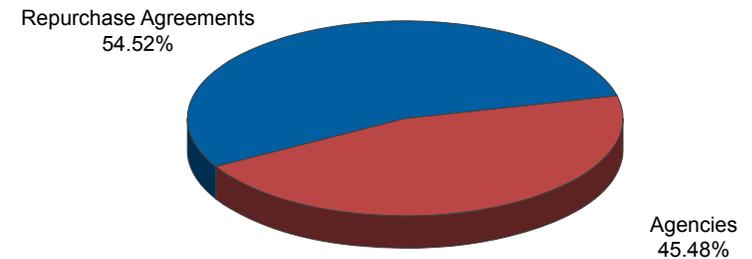
For more information about TexSTAR, please visit our web site at www.texstar.org.

Information at a Glance

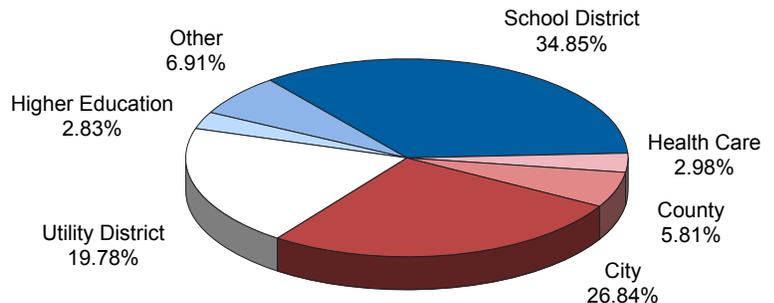
Portfolio by Type of Investment As of June 30, 2008



Distribution of Participants by Type As of June 30, 2008



Portfolio by Maturity As of June 30, 2008



Performance

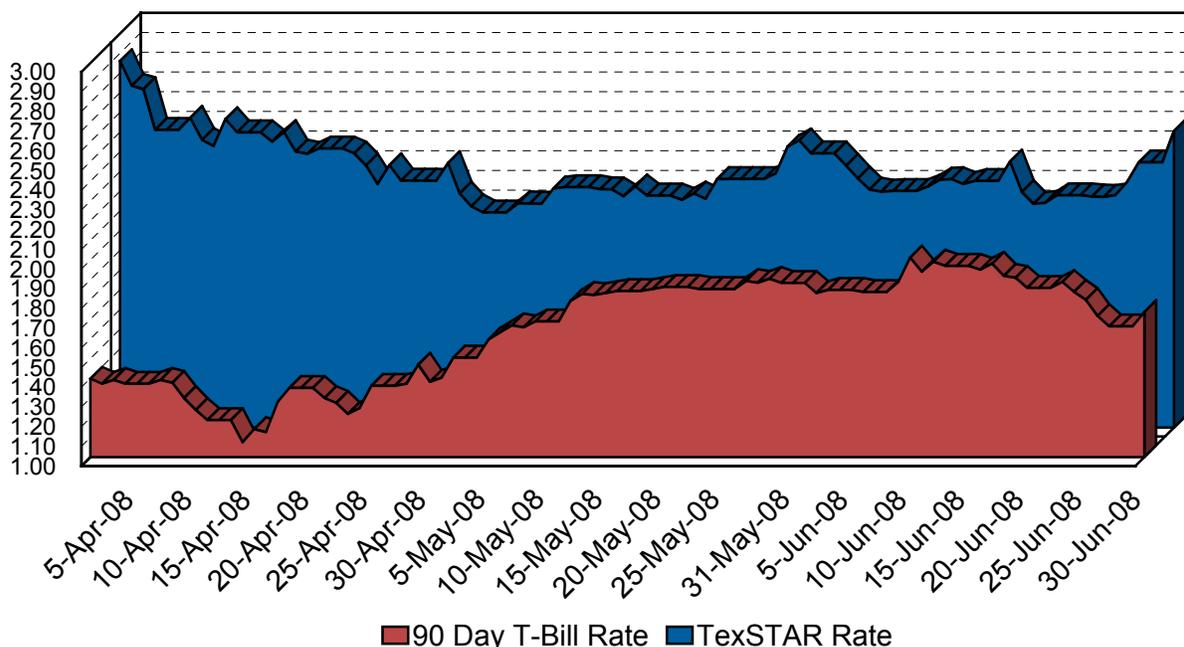
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Jun 08	2.2467%	\$ 5,450,912,795.58	\$ 5,448,966,529.06	0.999642	31	86	637
May 08	2.2194%	5,893,819,751.64	5,893,907,633.72	1.000013	28	87	627
Apr 08	2.4396%	6,349,528,618.20	6,349,341,491.76	0.999970	21	82	623
Mar 08	2.9807%	6,635,062,776.30	6,636,736,509.65	1.000252	17	82	616
Feb 08	3.4224%	6,294,186,095.49	6,296,863,425.91	1.000401	17	82	609
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

Portfolio Asset Summary as of June 30, 2008

	Book Value	Market Value
Uninvested Balance	\$ 880.43	\$ 880.43
Accrual of Interest Income	12,710,082.00	12,710,082.00
Interest and Management Fees Payable	(10,863,778.37)	(10,863,778.37)
Receivable for Investment Sold	0.00	0.00
Repurchase Agreements	2,971,840,000.00	2,971,840,000.00
Government Securities	2,477,225,611.52	2,475,279,345.00
Total	\$ 5,450,912,795.58	\$ 5,448,966,529.06

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 June 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-Jun-08	2.3920%	0.0000655330	5,893,819,751.64	1.000013	30	88
2-Jun-08	2.3290%	0.0000638090	5,971,364,737.35	0.999840	29	86
3-Jun-08	2.2643%	0.0000620350	5,965,682,667.45	0.999846	29	86
4-Jun-08	2.2084%	0.0000605050	5,964,025,617.51	0.999858	29	85
5-Jun-08	2.1974%	0.0000602030	6,003,898,236.96	0.999840	30	83
6-Jun-08	2.2010%	0.0000603000	5,927,158,723.40	0.999832	31	86
7-Jun-08	2.2010%	0.0000603000	5,927,158,723.40	0.999832	31	86
8-Jun-08	2.2010%	0.0000603000	5,927,158,723.40	0.999832	31	86
9-Jun-08	2.2231%	0.0000609080	5,885,252,017.15	0.999729	32	88
10-Jun-08	2.2579%	0.0000618600	5,838,214,233.36	0.999619	32	88
11-Jun-08	2.2610%	0.0000619440	5,829,351,606.29	0.999627	32	88
12-Jun-08	2.2362%	0.0000612650	5,743,164,548.84	0.999546	32	89
13-Jun-08	2.2521%	0.0000617000	5,818,447,375.13	0.999578	31	87
14-Jun-08	2.2521%	0.0000617000	5,818,447,375.13	0.999578	31	87
15-Jun-08	2.2521%	0.0000617000	5,818,447,375.13	0.999578	31	87
16-Jun-08	2.3502%	0.0000643880	5,834,110,350.39	0.999502	31	86
17-Jun-08	2.1951%	0.0000601400	5,810,312,841.96	0.999560	32	86
18-Jun-08	2.1354%	0.0000585030	5,827,465,268.51	0.999596	32	85
19-Jun-08	2.1407%	0.0000586480	5,750,746,756.25	0.999568	32	86
20-Jun-08	2.1790%	0.0000596980	5,732,949,037.43	0.999606	31	85
21-Jun-08	2.1790%	0.0000596980	5,732,949,037.43	0.999606	31	85
22-Jun-08	2.1790%	0.0000596980	5,732,949,037.43	0.999606	31	85
23-Jun-08	2.1731%	0.0000595360	5,595,737,273.24	0.999535	32	87
24-Jun-08	2.1706%	0.0000594680	5,583,807,896.73	0.999562	32	87
25-Jun-08	2.1790%	0.0000596980	5,612,844,699.73	0.999576	32	86
26-Jun-08	2.2470%	0.0000615620	5,572,937,895.92	0.999644	32	86
27-Jun-08	2.3462%	0.0000642790	5,503,606,319.50	0.999666	31	86
28-Jun-08	2.3462%	0.0000642790	5,503,606,319.50	0.999666	31	86
29-Jun-08	2.3462%	0.0000642790	5,503,606,319.50	0.999666	31	86
30-Jun-08	2.5055%	0.0000686450	5,450,912,795.58	0.999642	31	86
Average	2.2467%	0.000061553	5,769,337,785.37		31	86

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 & 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





TEXPOOL

THE TEXAS INVESTMENT SERVICE FOR PUBLIC FUNDS

July 2008

PERFORMANCE

<i>As of June 30, 2008</i>	<i>TexPool</i>	<i>TexPool Prime</i>
Current Invested Balance	\$19,071,033,786.13	\$1,569,106,234.46
Weighted Average Maturity (1)*	39 Days	35 Days
Weighted Average Maturity (2)*	81 Days	35 Days
Net Asset Value	0.99987	0.99987
Total Number of Participants	2,115	93
Management Fee on Invested Balance	0.0485%	0.065%
Interest Distributed	\$36,093,131.31	\$3,374,154.69
Management Fee Collected	\$773,259.25	\$88,044.45
Standard & Poor's Current Rating	AAAm	AAAm
June Averages		
Average Invested Balance	\$19,425,853,081.36	\$1,646,354,051.06
Average Monthly Yield, on a simple basis (3)*	2.2635%	2.4939%
Average Weighted Average Maturity (1)*	39 Days	36 Days
Average Weighted Average Maturity (2)*	82 Days	36 Days

*Definitions for Average Weighted Maturity can be found on Page 2.

Economic and Market Commentary – June 30, 2008

Market expectations did another about-face in June, with interest rates falling and fear levels rising late in the month after a series of reports revealed ongoing economic fragility. The flight to quality was exacerbated by normal quarter-end technical factors, although the impact of flows on rates and spreads was not as pronounced as during the later stages of the December and March quarters. Meanwhile, the Federal Reserve left benchmark interest rates unchanged at 2% at its mid-June meeting, the first time that policymakers had remained on the sidelines since initiating 325 basis points of rate reductions last summer.

Expectations for monetary policy have been on a rollercoaster since the credit crunch intensified last spring. Before the Fed-engineered support of Bear Stearns, most investors had expected benchmark rates to keep plunging, possibly to below 2% to prevent a serious economic downturn. After the credit crisis passed and inflation worries moved to the fore, investors abruptly took on a hawkish view, at one point pricing in a nearly 100% probability of at least a 25 basis point *increase* in policy rates by September.

It was that market overreaction to hawkish Fed rhetoric and the simultaneous commodity price spike that created a meaningful buying opportunity. It has long been Federated's position that rate increases — while much more likely than additional rate reductions — would not begin until late this year. As such, the backup in interest rates amid the latest inflation scare created reasonable value across all maturities and sectors. We responded by extending durations in TexPool and TexPool Prime and by adding to spread positions. Those moves were rewarded when rates dropped and spreads narrowed after the Fed released a less-hawkish-than-expected statement explaining its decision to stand pat on rates on June 25. By the end of the month, futures contracts showed a high probability that the Fed would also remain on hold at its August 5th meeting, but that the onset of a tightening cycle could begin this fall. We concur with that view, although we continue to believe that the first rate hike will occur later rather than sooner as the economy gradually heals from the housing downturn and tight credit conditions.

ANNOUNCEMENTS

New Participants

We would like to recognize and welcome the following entities who joined the TexPool/TexPool Prime program in June, 2008:

- Galveston Island Redevelopment Authority
- Williamson Co. District Attorney
- Colmesneil ISD
- Texhoma ISD (TexPool and TexPool Prime)

Upcoming Events

7/17 – 7/20 AWBD Annual Conference in San Antonio

Operations Update

TexPool is proud to offer Security Pricing. This is a valuable new service for TexPool and TexPool Prime Participants. This tool is located on the TexPool website, www.texpool.com, under the "Securities Pricing" link. We invite you to explore the potential of this powerful new tool! If you have any questions, please call Participant Services at 1-866-839-7665.



TexPool

PORTFOLIO ASSET SUMMARY AS OF June 30, 2008

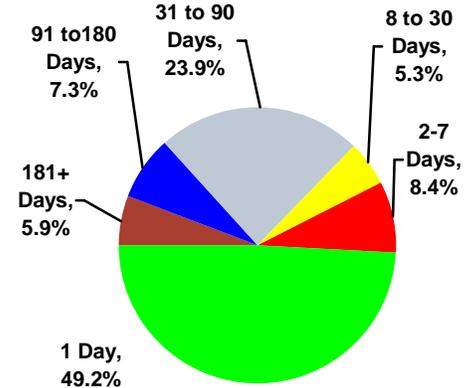
	<i>Book Value</i>	<i>Market Value</i>
Uninvested Balance	\$1,155.02	\$1,155.02
Accrual of Interest Income	22,690,050.90	22,690,050.90
Interest and Management Fees Payable	(36,085,949.73)	(36,085,949.73)
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	10,634,267,000.00	10,634,392,760.00
Mutual Fund Investments	0.00	0.00
Government Securities	8,450,161,529.94	8,447,948,051.00
Total	\$19,071,033,786.13	\$19,068,946,067.19

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.

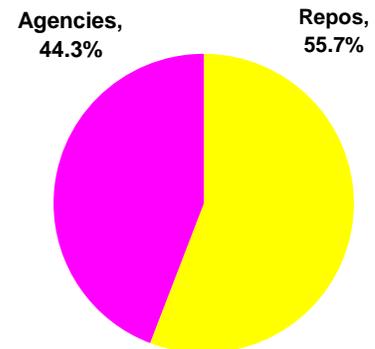
DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
06/01	2.4048%	0.000065886	\$19,595,795,150.33	1.00002	41	85
06/02	2.3606%	0.000064674	\$19,572,767,618.48	0.99998	39	83
06/03	2.2800%	0.000062467	\$19,586,148,581.43	0.99998	38	82
06/04	2.2351%	0.000061236	\$19,598,570,919.92	1.00000	36	82
06/05	2.2265%	0.000061001	\$19,596,479,155.50	1.00000	37	82
06/06	2.2207%	0.000060842	\$19,500,531,597.77	0.99999	37	83
06/07	2.2207%	0.000060842	\$19,500,531,597.77	0.99999	37	83
06/08	2.2207%	0.000060842	\$19,500,531,597.77	0.99999	37	83
06/09	2.2495%	0.000061630	\$19,394,046,698.55	0.99996	35	81
06/10	2.2813%	0.000062502	\$19,407,914,231.96	0.99989	37	81
06/11	2.2640%	0.000062027	\$19,537,637,366.99	0.99986	39	81
06/12	2.2602%	0.000061922	\$19,418,292,053.14	0.99982	40	83
06/13	2.2726%	0.000062262	\$19,525,042,250.56	0.99984	40	84
06/14	2.2726%	0.000062262	\$19,525,042,250.56	0.99984	40	84
06/15	2.2726%	0.000062262	\$19,525,042,250.56	0.99984	40	84
06/16	2.3374%	0.000064037	\$19,542,002,915.56	0.99976	38	81
06/17	2.1977%	0.000060211	\$19,625,028,218.21	0.99981	38	80
06/18	2.1490%	0.000058877	\$19,588,616,001.59	0.99984	39	81
06/19	2.1630%	0.000059259	\$19,487,437,516.52	0.99982	39	81
06/20	2.2114%	0.000060587	\$19,458,687,995.99	0.99983	41	84
06/21	2.2114%	0.000060587	\$19,458,687,995.99	0.99983	41	84
06/22	2.2114%	0.000060587	\$19,458,687,995.99	0.99983	41	84
06/23	2.1882%	0.000059950	\$19,176,024,082.18	0.99980	36	78
06/24	2.1825%	0.000059794	\$19,160,277,935.71	0.99981	39	82
06/25	2.1837%	0.000059828	\$19,358,581,404.33	0.99982	38	80
06/26	2.2535%	0.000061741	\$19,224,837,722.63	0.99988	39	81
06/27	2.3533%	0.000064474	\$19,127,105,182.86	0.99988	40	82
06/28	2.3533%	0.000064474	\$19,127,105,182.86	0.99988	40	82
06/29	2.3533%	0.000064474	\$19,127,105,182.86	0.99988	40	82
06/30	2.5127%	0.000068840	\$19,071,033,786.13	0.99987	39	81
Averages	2.2635%	0.000062013	\$19,425,853,081.36		39	82

*Portfolio By Maturity
As of June 30, 2008*



*Portfolio By Type of Investment
As of June 30, 2008*



	Number of Participants	Balance
School District	542	\$6,614,583,150.51
Higher Education	53	\$1,870,306,833.36
Health Care	78	\$825,965,013.34
Utility District	639	\$2,059,856,962.24
City	420	\$5,486,719,583.11
County	164	\$1,796,349,801.90
Other	219	\$399,992,793.86

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 June 30, 2008

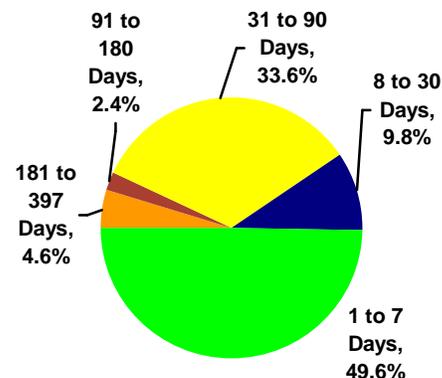
	Book Value	Market Value
Uninvested Balance	\$803.24	\$803.24
Accrual of Interest Income	173,365.35	173,365.35
Interest and Management Fees Payable	(3,374,150.78)	(3,374,150.78)
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	668,244,000.00	668,244,000.00
Mutual Fund Investments	50,000,000.00	50,000,000.00
Government Securities	17,000,000.00	17,026,843.00
Commercial Paper	837,062,216.65	836,832,216.59
Bank Instruments	0.00	0.00
Variable Rate Note	0.00	0.00
Total	\$1,569,106,234.46	\$1,568,903,077.40

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.

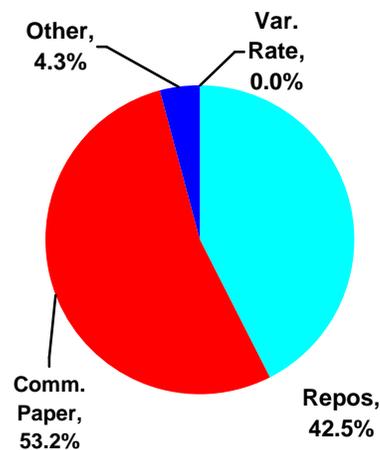
DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
06/01	2.6111%	0.000071537	\$1,707,179,789.57	0.99988	37	37
06/02	2.5514%	0.000069901	\$1,698,922,148.60	0.99992	34	34
06/03	2.5046%	0.000068618	\$1,692,227,694.94	0.99993	34	34
06/04	2.4530%	0.000067206	\$1,686,891,725.29	0.99993	34	34
06/05	2.4437%	0.000066950	\$1,689,646,923.20	0.99995	35	35
06/06	2.4397%	0.000066842	\$1,697,726,675.09	0.99985	35	35
06/07	2.4397%	0.000066842	\$1,697,726,675.09	0.99985	35	35
06/08	2.4397%	0.000066842	\$1,697,726,675.09	0.99985	35	35
06/09	2.4622%	0.000067457	\$1,690,876,568.59	0.99993	33	33
06/10	2.4874%	0.000068148	\$1,689,439,744.66	0.99987	36	36
06/11	2.4771%	0.000067865	\$1,687,381,220.39	0.99986	35	35
06/12	2.4736%	0.000067770	\$1,655,206,005.57	0.99981	37	37
06/13	2.4909%	0.000068245	\$1,632,603,348.06	0.99971	38	38
06/14	2.4909%	0.000068245	\$1,632,603,348.06	0.99971	38	38
06/15	2.4909%	0.000068245	\$1,632,603,348.06	0.99971	38	38
06/16	2.5376%	0.000069523	\$1,629,359,190.56	0.99979	36	36
06/17	2.4406%	0.000066865	\$1,637,918,044.14	0.99979	35	35
06/18	2.4202%	0.000066308	\$1,634,440,094.22	0.99977	35	35
06/19	2.4360%	0.000066740	\$1,627,135,599.07	0.99977	39	39
06/20	2.4597%	0.000067390	\$1,624,697,965.98	0.99969	39	39
06/21	2.4597%	0.000067390	\$1,624,697,965.98	0.99969	39	39
06/22	2.4597%	0.000067390	\$1,624,697,965.98	0.99969	39	39
06/23	2.4374%	0.000066779	\$1,608,112,534.56	0.99977	37	37
06/24	2.4351%	0.000066714	\$1,626,461,700.62	0.99980	36	36
06/25	2.4477%	0.000067059	\$1,601,299,080.49	0.99981	37	37
06/26	2.4885%	0.000068179	\$1,603,428,244.44	0.99983	36	36
06/27	2.5954%	0.000071108	\$1,596,835,007.03	0.99976	37	37
06/28	2.5954%	0.000071108	\$1,596,835,007.03	0.99976	37	37
06/29	2.5954%	0.000071108	\$1,596,835,007.03	0.99976	37	37
06/30	2.7528%	0.000075419	\$1,569,106,234.46	0.99987	35	35
Averages	2.4939%	0.000068326	\$1,646,354,051.06		36	36

Portfolio By Maturity
As of June 30, 2008



Portfolio By Type of Investment
As of June 30, 2008



	Number of Participants	Balance
School District	52	\$1,333,898,919.73
Higher Education	4	\$13,934,234.03
Health Care	5	\$7,632,413.79
Utility District	3	\$40,164,841.91
City	15	\$57,303,941.46
County	8	\$130,731,596.70
Other	6	\$446,999.36

*(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.

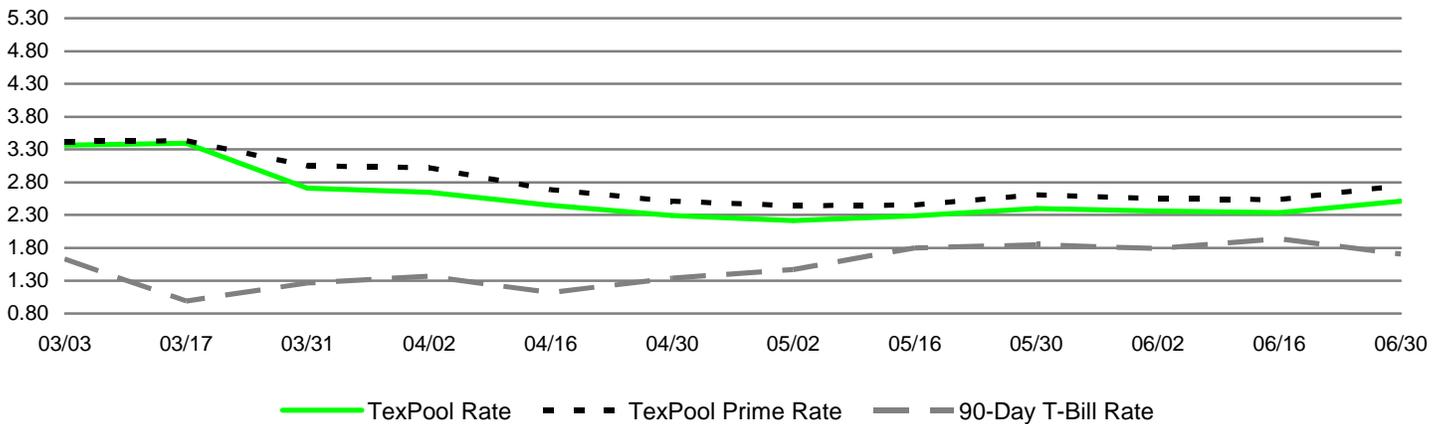


TEXPOOL

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 • 1-866-839-7665 (1-888-TEX-POOL) • Fax: 866-839-3291

City of Copperas Cove City Council Agenda Item Report

August 19, 2008

Agenda Item J-1

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

SUBJECT: Financial Report for the Month ended June 30, 2008.

1. BACKGROUND/HISTORY

Attached is the Monthly Council Report for the month ended June 30, 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 June 30, 2008.

2. FINDINGS/CURRENT ACTIVITY

None.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.