



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

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

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **7th day of April 2009 at 7:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

**A. CALL TO ORDER**

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. ANNOUNCEMENTS**

**E. PUBLIC RECOGNITION**

1. Proclamation: National Library Week, April 12-18, 2009. ***John Hull, Mayor***
2. Proclamation: Public Safety Telecommunicators Week, April 12-18, 2009. ***John Hull, Mayor***

**F. CITIZENS FORUM** At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section.

**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 March 26, 2009 special council meeting. ***Jane Lees, City Secretary***
2. Consideration and action on approval of minutes from the March 26, 2009 regular council meeting. ***Jane Lees, City Secretary***

3. Financial report for the month ended February 28, 2009. **Wanda Bunting, Director of Financial Services**
4. Capital Improvement Projects Update. **Wesley Wright, P.E., City Engineer**
5. Consideration and action on a Resolution authorizing and supporting the City Manager in the submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for a COPS Hiring Recovery Program Grant. **Tim Molnes, Police Chief**
6. Consideration and action on a Resolution authorizing and supporting the City Manager in the submission of a grant application to the Texas Department of Transportation, Texas Traffic Safety Program for a Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Mobilization grant. **Eddie Wilson, Police Lieutenant**
7. Consideration and action on a Resolution adopting the investment policy of the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**
8. Consideration and action by City Council to make revisions to the bylaws for the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director**

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

1. Public Hearing, consideration and action on an Ordinance amending the 2008-09 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

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

1. Consideration and action on authorizing the City Manager to execute a contract with Matous Construction for the South Wastewater Treatment Plant 2009 Clarifier Rehabilitation Project. **Robert M. McKinnon, Public Works Director**
2. Consideration and action on award of a bid to Cove Heritage Developers, LLC. for the construction of a golf cart storage facility. **Mike Chandler, Golf Course General Manager**
3. Consideration and action on an Ordinance modifying existing school zone limits associated with Clements-Parsons Elementary School. **Wesley Wright, P.E., City Engineer**
4. Consideration and action on authorizing the City Manager to enter into a municipal solid waste transportation agreement with Comal Transportation

LLC for a term of two years, with successive one year renewal options based upon mutual agreement. **Michael Mundell, Superintendent of Solid Waste**

5. Consideration and action on authorizing the City Manager to enter into a municipal solid waste disposal agreement with Waste Management of Texas Inc. for a term of two years, with successive one year renewal options based upon mutual agreement. **Michael Mundell, Superintendent of Solid Waste**
6. Consideration and action on a Resolution expressing intent to finance expenditures to be incurred. **Wanda Bunting, Director of Financial Services**
7. Consideration and action on a Resolution authorizing the City Manager to execute an Interlocal Agreement with the Texas Department of Transportation for the purpose of excavation and storage of landfill materials. **Andrea M. Gardner, City Manager**
8. Consideration and action on authorizing the City Manager to execute a professional services agreement with River City Engineering for engineering services of the Eastside Infrastructure Improvements Project. **Andrea M. Gardner, City Manager**
9. Consideration and action on authorizing the City Manager to execute an Agreement between the City of Copperas Cove and James Warren Clark II and Wesley Atkinson concerning a land exchange between the City and Fort Hood. **Andrea M. Gardner, City Manager**
10. Consideration and action on an Ordinance amending Personnel Policy No. 120, Salary Program Administration. **Kelli Sames, Human Resources Director**
11. Consideration and action on requesting a legal opinion from the City Attorney regarding the irregularities of the Copperas Economic Development Corporation/Cinergy Cinemas' changeable electronic variable message sign, CEVMS. **Chuck Downard, Council Member Place 3**
12. Consideration and action on the appointment/reappointment of individuals to the Library Advisory Board. **Terry Swenson, Acting Interim Library Director**

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

1. Presentation update on Fort Hood USO activities. **Robin Crouse, Program Manager**

2. Presentation of the Copperas Cove Economic Development Corporation 2007-2008 Audited Financial Statements, current Budget Narrative, and update of the CCEDC Retention Activities and Workshops. ***Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation***

**K. ITEMS FOR FUTURE AGENDAS**

**L. EXECUTIVE SESSION**

1. Pursuant to §551.072 of the Open Meetings Act. *Tex. Gov't Code*, Council will meet in Executive Session to discuss the purchase of real property.

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

**N. ADJOURNMENT**

The City Council reserves the right to adjourn into Executive Session at any time regarding any issue on this agenda for which it is legally permissible.

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (254) 547-4221, (254) 547-6063 TTY, or FAX (254) 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 \_\_\_\_\_, March 31, 2009, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

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Jane Lees, City Secretary



## PROCLAMATION

**WHEREAS,** The American Library Association and the American Book Publisher's Council formed the National Book Committee in 1954 to encourage reading and to keep books free and widely available; and

**WHEREAS,** The National Book Committee organized the first National Library Week in the United States of America during the week of March 16 – 22, 1958; and

**WHEREAS,** The American Library Association Council voted in 1959 to continue observing National Library Week in April of each year; and

**WHEREAS,** The American Library Association has designated the week of April 12 – 18 as National Library Week 2009; and

**WHEREAS,** Free libraries continue to provide invaluable educational, cultural and entertainment resources for their communities; and

**WHEREAS,** The City of Copperas Cove has demonstrated its commitment to library excellence by its support for the public library in Copperas Cove.

**NOW THEREFORE,** I, John Hull, Mayor of the City of Copperas Cove, Texas, do hereby proclaim the week of April 12 – 18, 2009 as:

### ***“National Library Week”***

in the City of Copperas Cove, and urge all citizens to visit the library to become better acquainted with the services offered by libraries and the contributions which they have made to American life.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Copperas Cove to be affixed this 7th day of April 2009.

\_\_\_\_\_  
John Hull, Mayor

Attest: \_\_\_\_\_  
Jane Lees, City Secretary



## PROCLAMATION

**WHEREAS,** The men and women who serve as public safety telecommunicators are invaluable to the City of Copperas Cove; and

**WHEREAS,** As 9-1-1 operators and dispatchers they are dedicated to saving lives, frequently responding to citizens in hours of great need; and

**WHEREAS,** Throughout Texas, the Commission on State Emergency Communications works with local and state governments to ensure reliable access to emergency telecommunications services; and

**WHEREAS,** To highlight the invaluable role of public safety telecommunicators, the commission designates a week in April for an awareness campaign; and

**NOW, THEREFORE, I,** John Hull, Mayor of the City of Copperas Cove, Texas, do hereby proclaim that the week of April 12-18, 2009 shall be observed as:

### ***“Public Safety Telecommunicators Week”***

in the City of Copperas Cove, Texas, and I urge each and every citizen to extend their appreciation to public safety telecommunicators. They serve with distinction, placing their fellow citizens first. Together, their expertise and commitment highlight the best of the City of Copperas Cove.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 7th day of April 2009.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**CITY OF COPPERAS COVE  
CITY COUNCIL SPECIAL MEETING MINUTES  
March 26, 2009 – 6:50 P.M.**

**A. CALL TO ORDER**

Mayor John Hull called the special meeting of the City Council of the City of Copperas Cove Texas to order at 6:50 p.m.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Mayor Hull announced that the pledge and invocation would take place at the 7:00 p.m. meeting.

**C. ROLL CALL**

John Hull  
Cheryl L. Meredith  
Larry D. Sheppard  
Chuck Downard  
Danny Palmer  
Willie C. Goode  
Frank Seffrood

**ALSO PRESENT**

Andrea M. Gardner, City Manager  
Charlie Zech, City Attorney  
Jane Lees, City Secretary

**D. PUBLIC RECOGNITION**

**E. ACTION ITEMS**

- |  |
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| <p>1. Consideration and action on a Resolution canvassing returns and declaring the results of the Special Runoff Election held on March 17, 2009. <b><i>Jane Lees, City Secretary</i></b></p> |
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Jane Lees, City Secretary, gave an overview of agenda item E-1.

Council Member Downard made a motion to approve agenda item E-1 as presented. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

The Resolution caption is as follows:

**RESOLUTION NO. 2009-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, CANVASSING RETURNS AND DECLARING THE RESULTS OF THE SPECIAL RUNOFF ELECTION HELD ON MARCH 17, 2009.**

**F. ADJOURNMENT**

There being no further business, Mayor John Hull adjourned the meeting at 6:54 p.m.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

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

# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item G-3

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

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**SUBJECT: Financial Report for the Month ended February 28, 2009.**

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**1. BACKGROUND/HISTORY**

Attached is the Monthly Council Report for the month ended February 28, 2009. 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 February 28, 2009.

**2. FINDINGS/CURRENT ACTIVITY**

None.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

None.

March 26, 2009

Mayor and City Council Members:

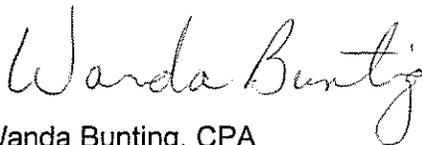
The Finance Department is pleased to submit the Monthly Financial Report for the month of February 2009. Lott, Vernon & Company, P.C., the City's auditors completed the annual audit and with the assistance of City staff the Comprehensive Annual Financial Report (CAFR) for FY 2007-08. The CAFR will be presented to City Council at the March 26, 2009 City Council meeting. City staff continues to review the FY 2008-09 budget and will be presenting a budget amendment for approval at the April 7, 2009 City Council meeting. A tentative calendar for the FY 2009-10 budget process is currently being developed by City staff with the annual budget process set to begin in April.

Year-to-date revenues through February 2009 are exceeding expenditures in all of the major funds of the City with the exception of the Golf Course Fund. The Operating expenses at the Golf Course are exceeding the operating revenues by \$158,369. This fund has only collected 16.8% of the budget revenues where last fiscal year the operating revenues were at 26.6% of the budget at the end of February. This fund will need to be closely monitored to determine if expenses need to be trimmed back further in FY 2008-09 or if a transfer from the General Fund will be necessary this fiscal year.

The key economic indicators provide some insight for the financial activity of the City. The sales tax revenue and hotel occupancy tax collections show an increase from the prior fiscal year. For the month of February, the building permits are also up from the prior fiscal year. However, the active utility accounts are all below the prior year, and the unemployment rate in the Killeen/Fort Hood region has increased from 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  
February 28, 2009

**GENERAL FUND**

- February year-to-date revenues are above February year-to-date expenditures by \$3,610,043.
- Property tax revenue for February 2009 is \$682,088 or 22.5% above \$557,020 collected last February. Year-to-date property tax revenue is at \$6,455,175 or 11.8% above prior year-to-date collections.
- Year-to-date sales tax revenue of \$990,489 reflects a \$16,019 or 1.6% increase from the prior fiscal year.
- Year-to-date franchise tax revenue of \$193,926 is \$11,809 or 6.5% above prior year-to-date revenue.
- Interest earnings year-to-date of \$27,290 decreased by \$51,709 or 65.5% under the prior fiscal year-to-date earnings.
- General Fund expenditures year-to-date of \$5,638,843 reflect an increase of 4.8% over prior year-to-date expenditures of \$5,380,930.

**WATER & SEWER FUND**

- Year-to-date revenues exceeded year-to-date expenses by \$116,881.
- Water revenue totaled \$322,135 for the month. This is \$8,022 or 2.6% above February 2008. Year-to-date water revenue is at \$1,825,494 which is above the prior year-to-date revenue by \$40,677 or 2.3%.
- Sewer revenue totaled \$273,157 for the month. This is \$2,027 or 0.7% below February 2008. Year-to-date sewer revenue is at \$1,411,514 which is above the prior year-to-date revenue by \$5,660 or 0.4%.
- Interest earnings year-to-date of \$15,784 decreased by \$29,849 or 65.4% below the prior fiscal year-to-date earnings.
- Connect fees produced revenues of \$4,545 for the month; \$20,610 year-to-date.
- Water tap fees year-to-date are \$13,431; \$18,926 below prior year-to-date.
- Sewer tap fees year-to-date are \$4,220; \$5,170 below prior year-to-date.
- Expenses year-to-date of \$3,277,039 reflect an increase of 2.2% over prior year-to-date expenses of \$3,207,863.

### ***SOLID WASTE FUND***

- Year-to-date revenues exceeded year-to-date expenses by \$190,386.
- Sanitary landfill fees for February 2009 are \$24,273; compared to \$28,956 in February 2008. Year-to-date revenue is at \$131,053 which is below the prior year-to-date revenue by \$16,496 or 11.2%.
- Refuse collection fees are \$196,046 for the month; an increase of \$2,737 over February 2008. Year-to-date revenue is at \$998,676 which is above the prior year-to-date revenue by \$32,990 or 3.4%.
- Interest earnings year-to-date of \$4,326 decreased by \$9,838 or 69.5% below the prior fiscal year-to-date earnings.
- Expenses year-to-date of \$1,057,096 reflect a decrease of 10.0% over prior year-to-date expenses of \$1,174,826.

### ***DRAINAGE UTILITY FUND***

- Year-to-date revenues exceeded year-to-date expenditures by \$165,896.
- Drainage Utility fees for the month of February are \$72,004; an increase of \$2,859 or 4.1% above February 2008. Year-to-date revenue is at \$355,061 which is above the prior year-to-date revenue of \$346,021.
- Expenditures year-to-date of \$194,452 reflect a decrease of 35.3% below prior year-to-date expenditures of \$300,666. The decrease is due to significant expenditures in the prior fiscal year related to the consulting fees paid for the 404 mitigation costs.

### ***GOLF COURSE FUND***

- Year-to-date expenses exceeded year-to-date revenues by \$158,369.
- Revenues for the month of February totaled \$33,031, compared to revenues for February 2008 of \$54,149. Year-to-date operating revenues are at \$150,604 which is below the prior year-to-date operating revenues by \$56,672 or 27.3%.
- Expenses for the month are \$67,481; \$12,064 above February 2008 expenses. Year-to-date expenses of \$308,973 reflect an increase of 12.9% above prior year-to-date expenses of \$273,744.

City of Copperas Cove  
Economic Indicators Summary  
February 28, 2009

***Unemployment Rate***

- The unemployment rate for the month of February 2009 was 6.1%, which is up from February 2008, recorded at 4.7%.

***Sales Tax Collections***

- Sales tax collections for February 2009 totaled \$255,007, compared to February 2008 collections of \$250,728. Year to date, sales tax collections are at \$990,489 or 1.6% above prior year-to-date collections of \$974,470.
- In addition to the City sales tax collected above, \$495,245 year-to-date was paid to the Copperas Cove Economic Development Corporation.

***Water Customers***

- During the month of February 2009 there were 11,870 active water accounts.
- February 2008 recorded 12,105 water customers, which indicates a 1.9% or a decrease of 235 water customers from February 2008 to February 2009.

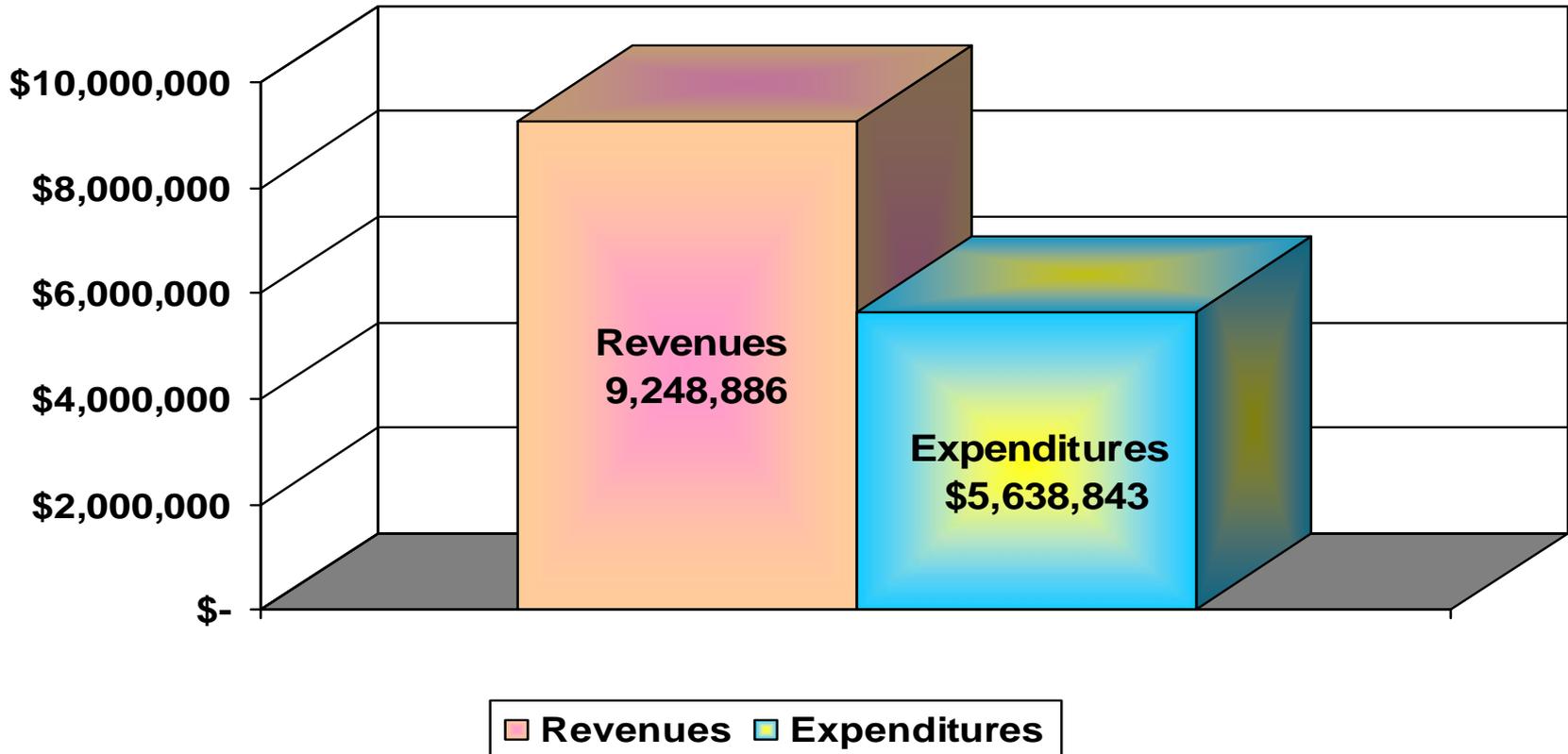
***Building Permits***

- The total dollar value of building permits issued for February 2009 was \$5,821,166 compared to \$3,665,365 in February 2008.
- 109 building permits were issued in February 2009 which is a slight increase of 2 compared to that issued in February 2008.

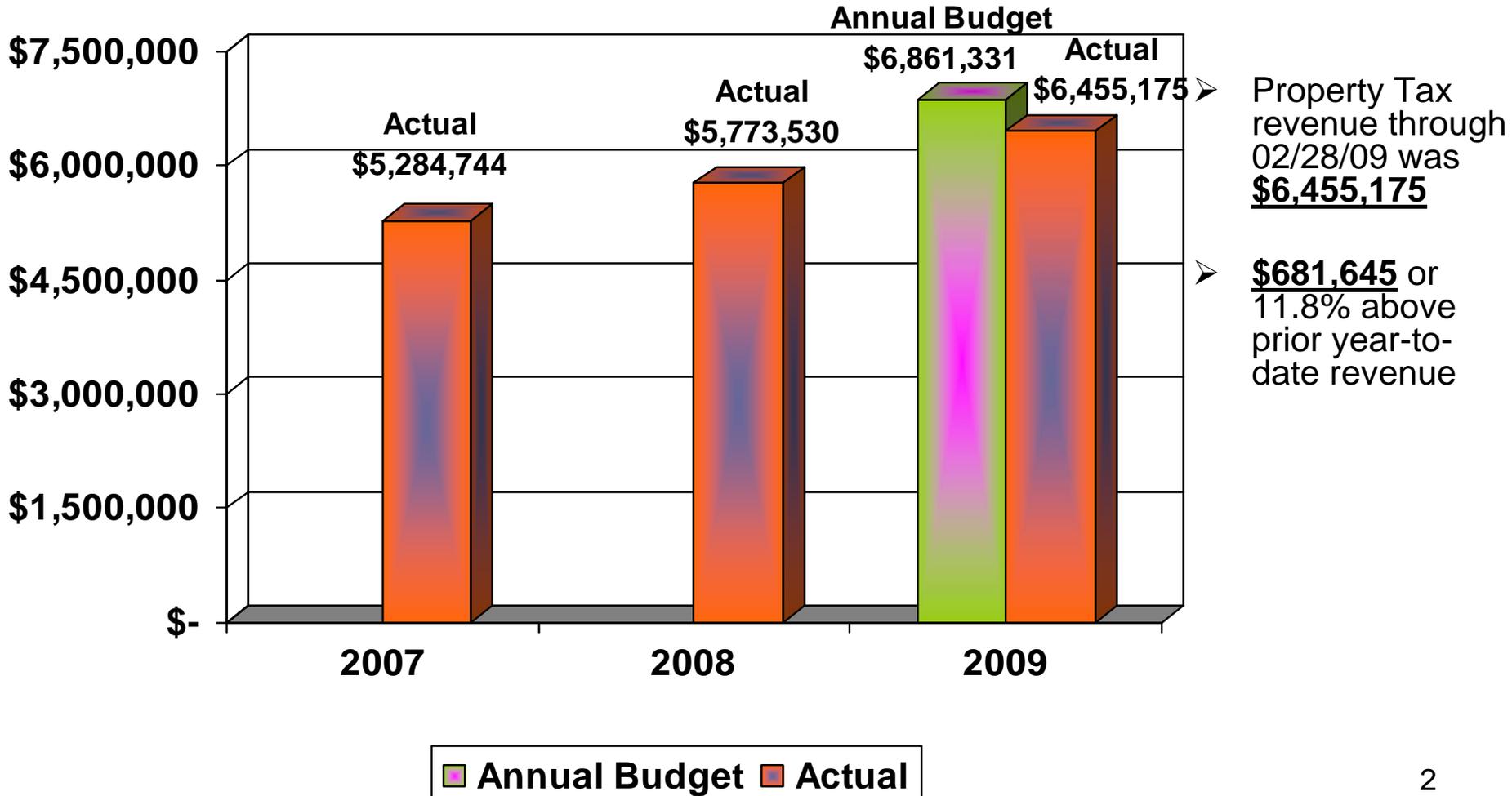
***Hotel Occupancy Tax Revenue***

- Hotel occupancy tax collections for February 2009 were \$18,768 compared to \$18,883 collected in February 2008. Year to date, hotel occupancy tax collections are at \$88,945 or 51.9% above prior year-to-date collections of \$58,542.

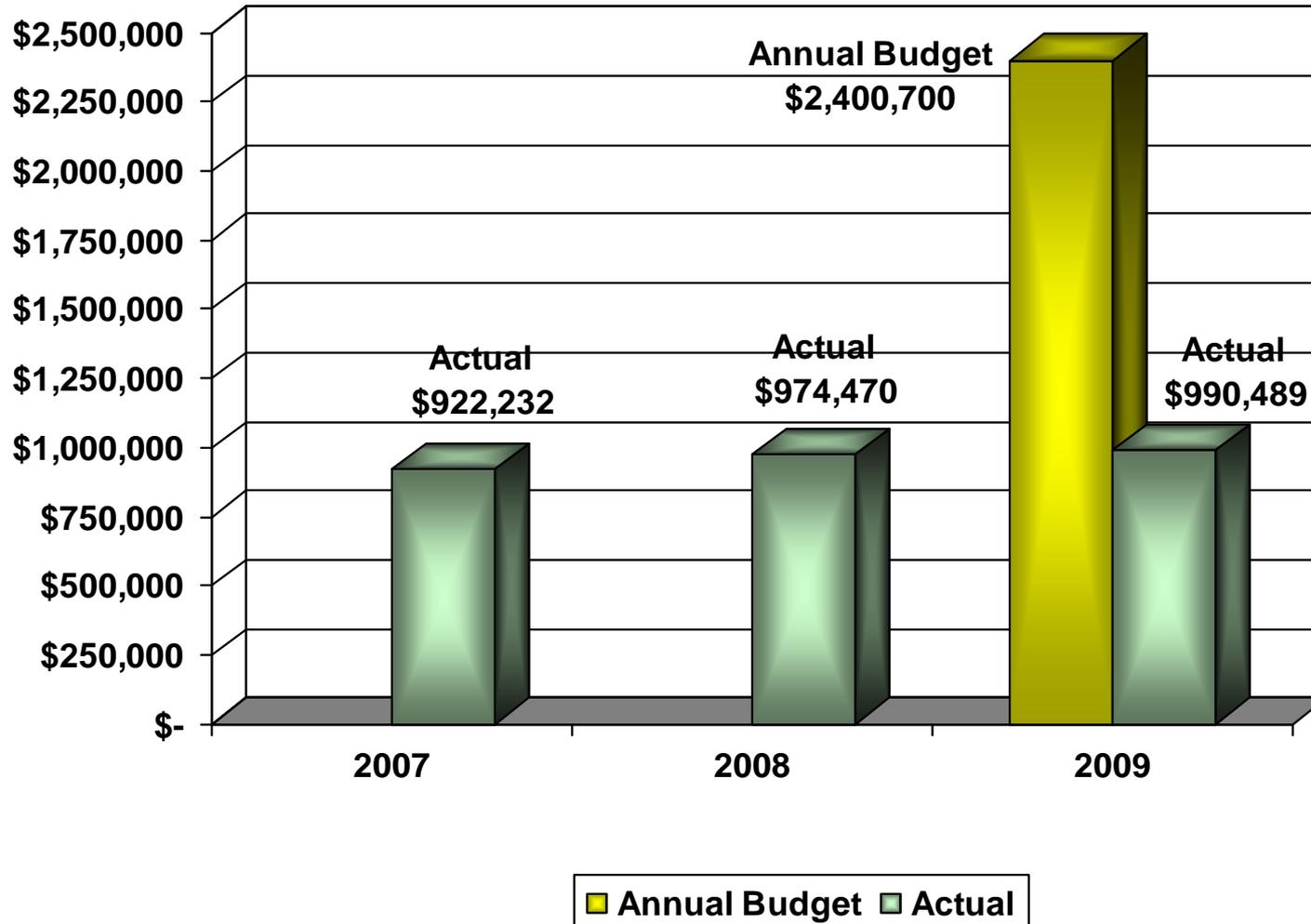
# City of Copperas Cove General Fund Revenues vs. Expenditures FYTD (October through February)



# City of Copperas Cove General Fund Property Tax Revenue Trends FYTD (October through February)



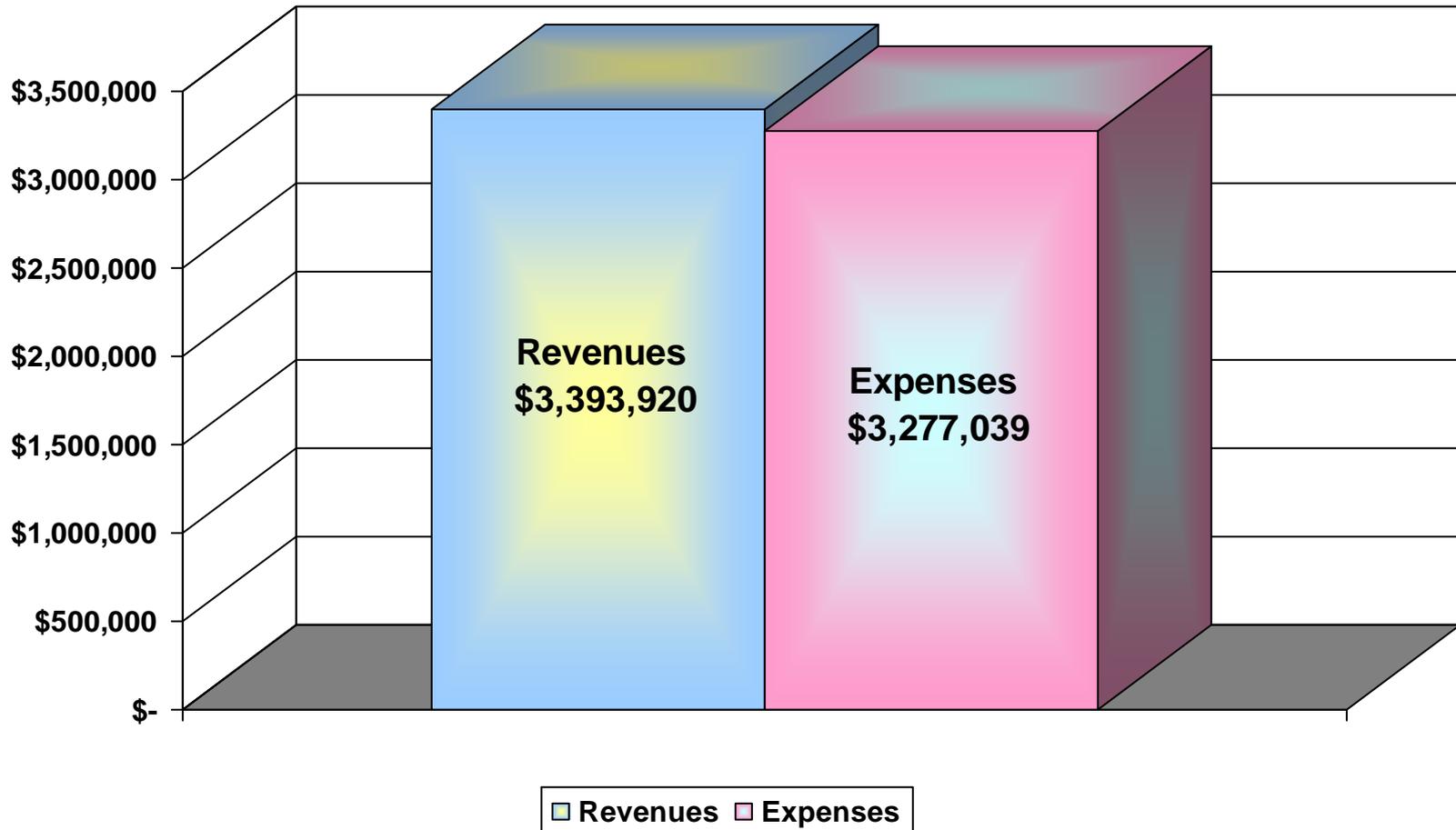
# City of Copperas Cove Sales Tax Revenue Trends FYTD (October through February)



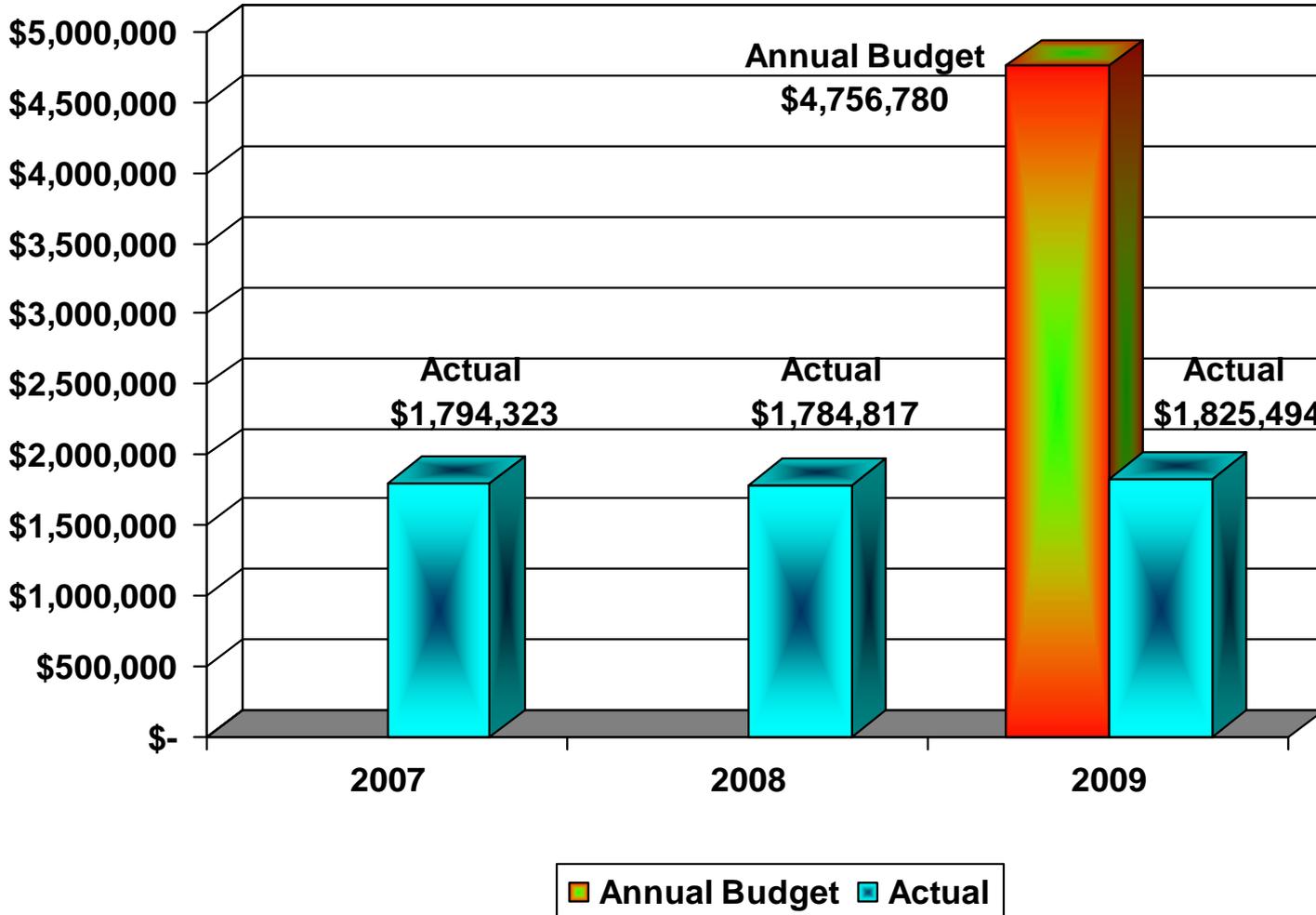
➤ Sales Tax Revenue through 02/28/09 was **\$990,489**

➤ **\$16,019** or 1.6% above prior year-to-date Sales Tax Revenue

# City of Copperas Cove Water & Sewer Fund Revenues vs. Expenses FYTD (October through February)



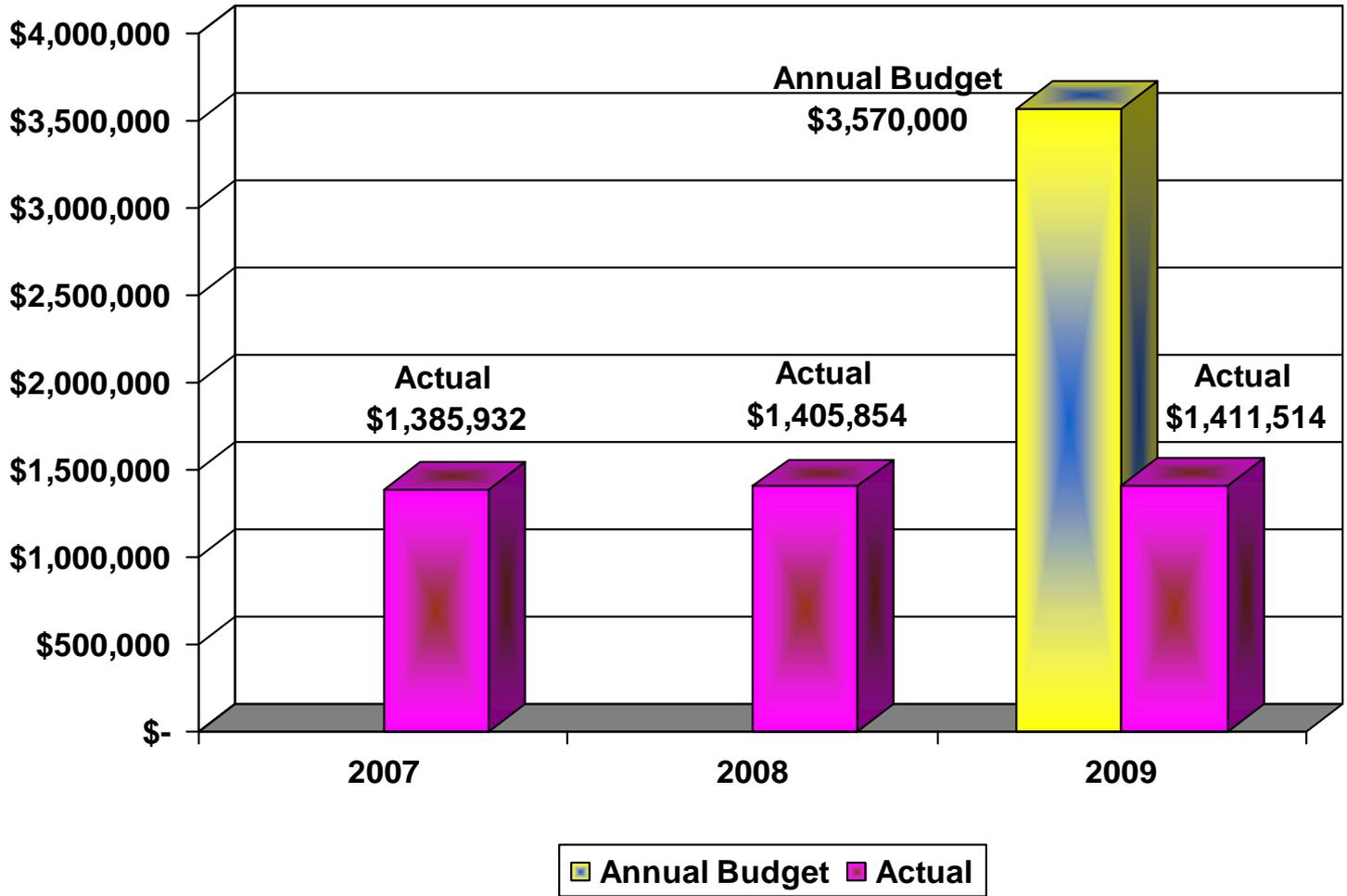
# City of Copperas Cove Water Revenue Trends FYTD (October through February)



➤ Water Revenue through 02/28/09 was **\$1,825,494**

➤ **\$40,677** or 2.3% above prior year-to-date revenue

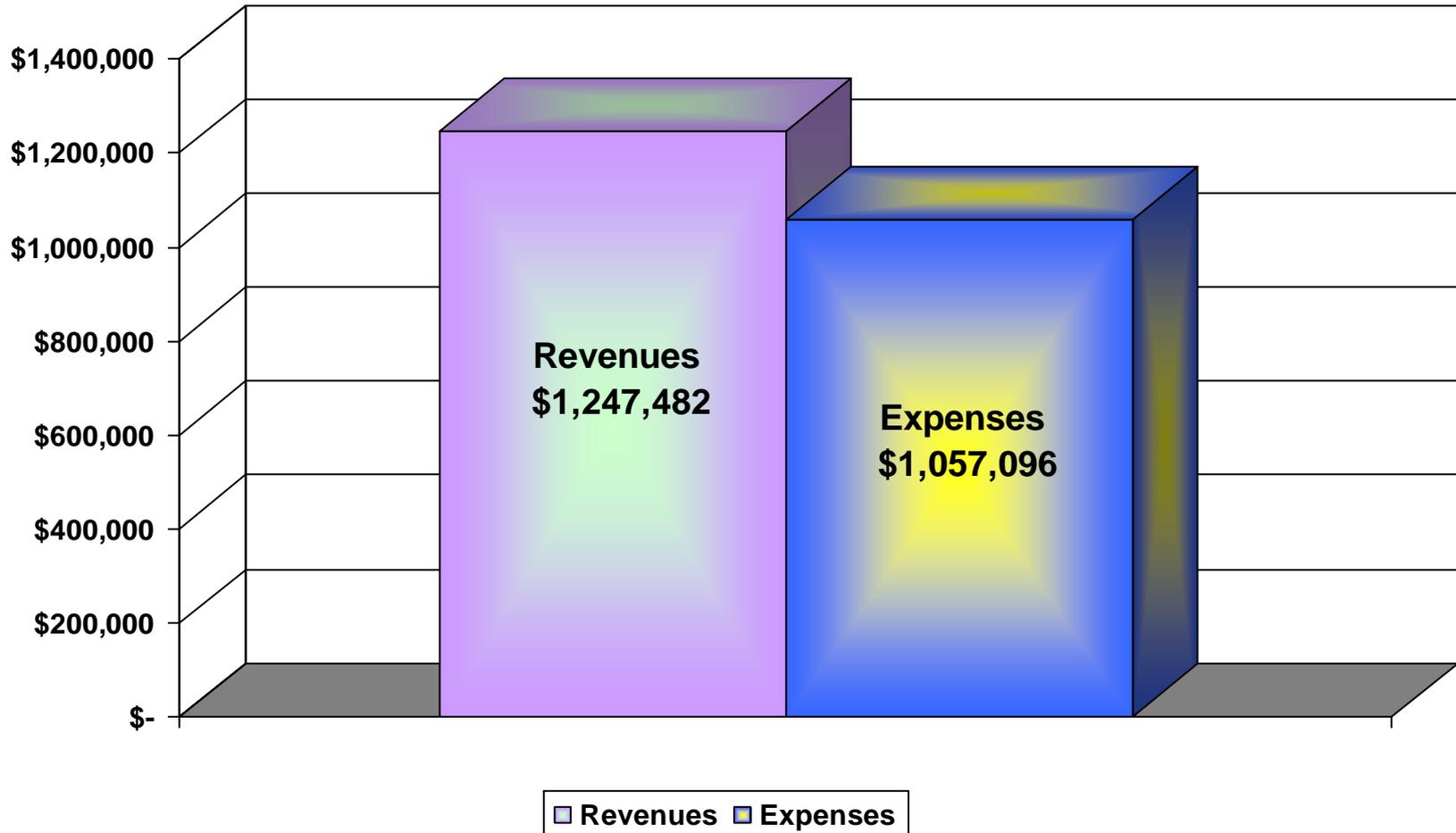
# City of Copperas Cove Sewer Revenues FYTD (October through February)



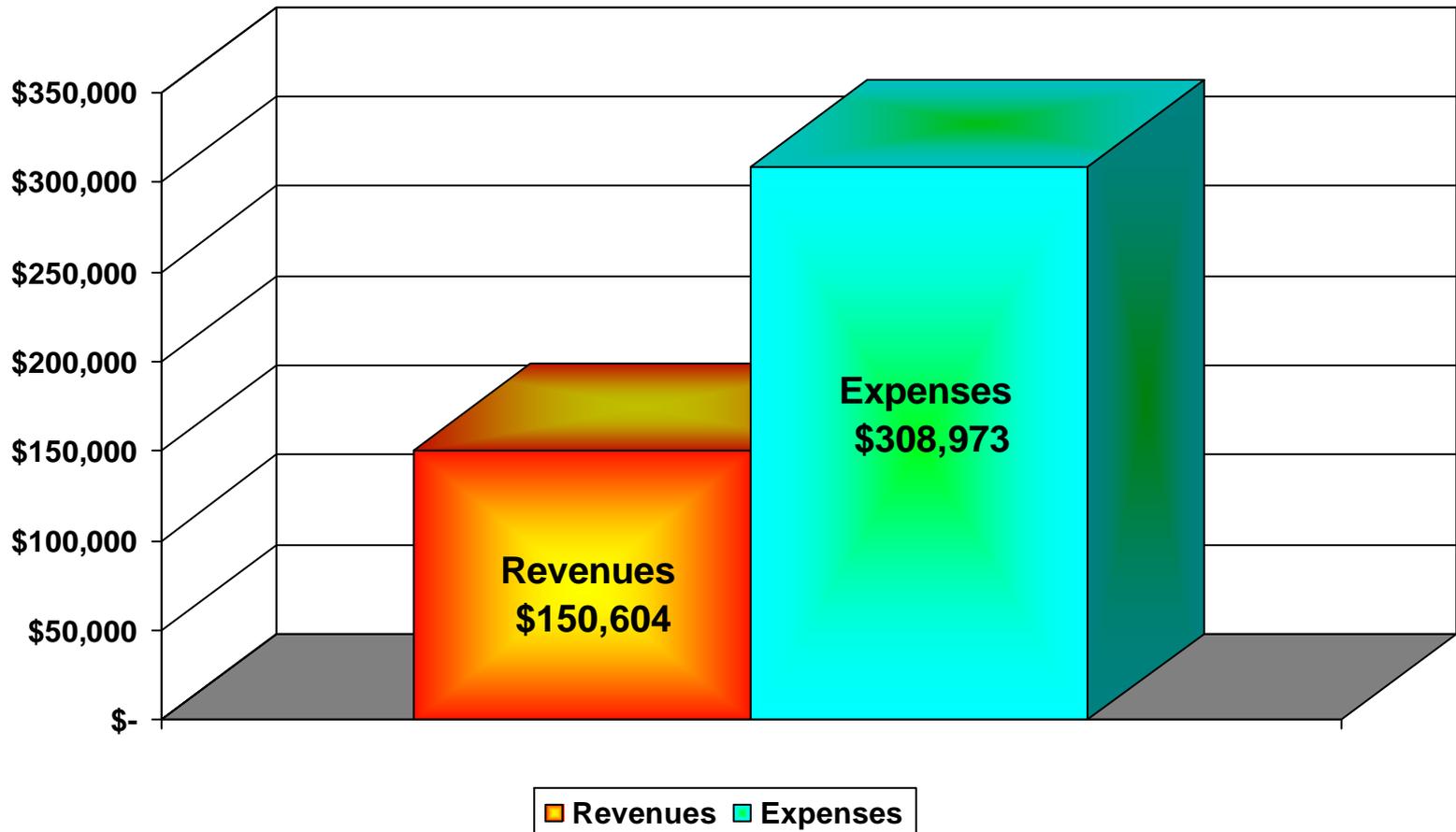
➤ Sewer Revenue through 02/28/09 was **\$1,411,514**

➤ **\$5,660** or 0.4% above prior year-to-date revenue

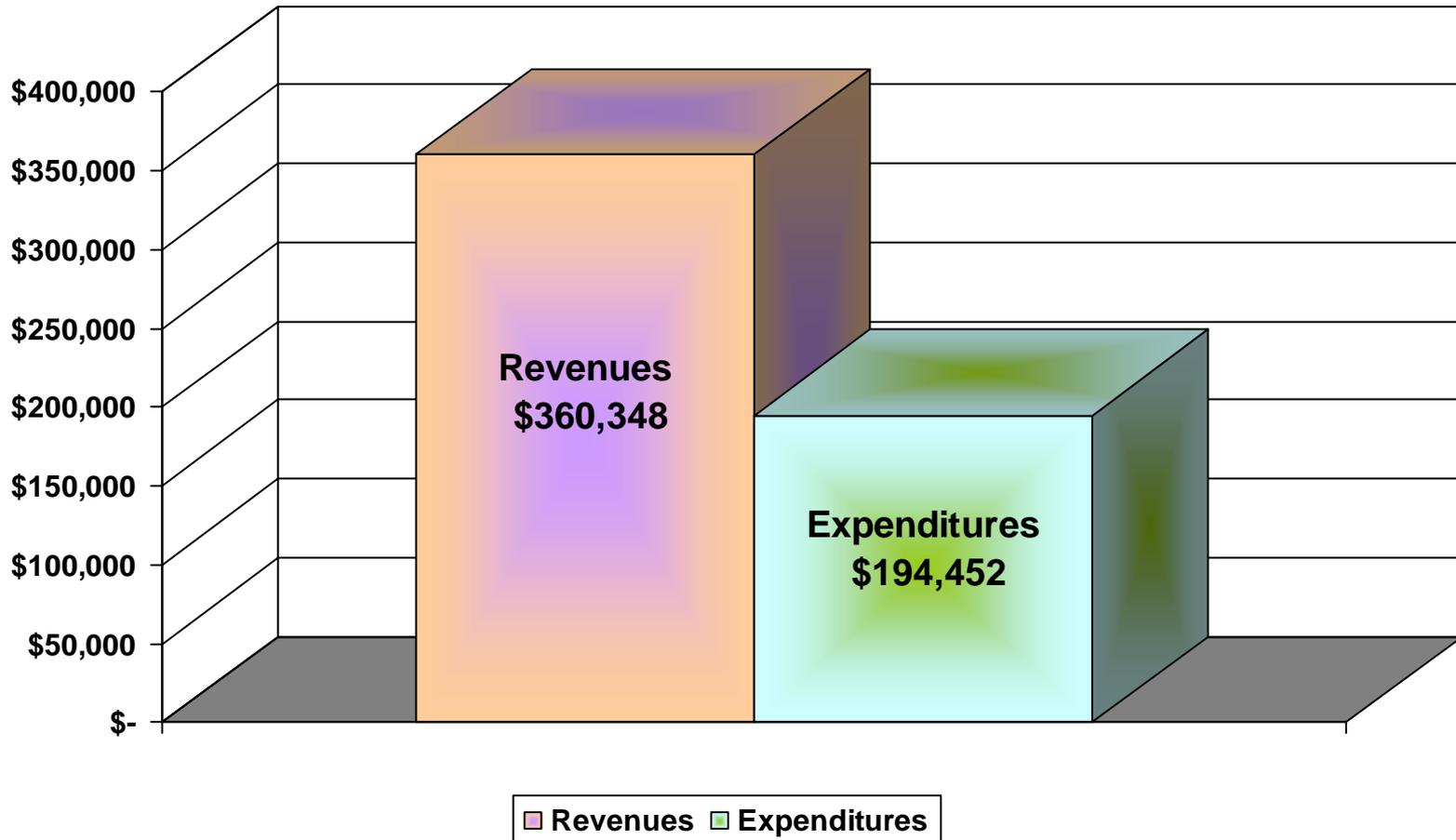
# City of Copperas Cove Solid Waste Fund Revenues vs. Expenses FYTD (October through February)



# City of Copperas Cove Golf Course Fund Revenues vs. Expenses FYTD (October through February)



# City of Copperas Cove Drainage Fund Revenues vs. Expenditures FYTD (October through February)



**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GENERAL FUND  
As of February 28, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Feb. 2009	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Designated	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Unreserved, Undesignated	2,777,839	6,622,672	3,259,675	
<b>TOTAL BEG. FUND BALANCE</b>	<b>\$ 3,777,839</b>	<b>\$ 7,622,672</b>	<b>\$ 4,259,675</b>	
<b>GENERAL FUND REVENUE</b>				
<b>Taxes</b>				
Current Ad Valorem Taxes	\$ 6,861,331	\$ 682,088	\$ 6,455,175	94.1%
Delinquent Ad Valorem Taxes	60,000	3,443	44,469	74.1%
Penalty & Interest	43,000	6,523	17,839	41.5%
Sales Tax	2,400,700	255,007	990,489	41.3%
Franchise Tax	1,231,000	16,074	193,926	15.8%
TXU Settlement	35,633	0	-	0.0%
Mixed Drink Tax	14,000	0	7,435	53.1%
Bingo Tax	100,000	34,472	62,806	62.8%
Used Oil Revenue-Safety Clean/H&H	500	25	99	19.7%
<b>Subtotal Taxes</b>	<b>\$ 10,746,164</b>	<b>\$ 997,631</b>	<b>\$ 7,772,238</b>	<b>72.3%</b>
<b>Licenses &amp; Permits</b>				
License-Bicycle	\$ 100	\$ -	\$ 4	4.0%
License-Contractors	35,000	3,165	21,365	61.0%
License-Animal	5,414	201	2,059	38.0%
Permits-Building	75,000	5,772	14,196	18.9%
Permits-House Moving	50	0	25	50.0%
Permits - Street Cuts	9,000	2,398	7,328	81.4%
Permits-Electrical	20,000	995	3,205	16.0%
Permits-Solicitors	2,500	100	935	37.4%
Permits-Natural Gas Lines	14,000	300	700	5.0%
Permits-Garage Sales	7,000	160	2,490	35.6%
Permits-Plumbing	34,000	2,529	8,460	24.9%
Permits-Mechanical	16,800	885	2,567	15.3%
License-Taxicabs	300	360	360	120.0%
License-Vicious/Dangerous Animals	1,500	0	600	40.0%
Permits-Car Washes	500	0	15	3.0%
Permits-Signs	1,500	50	325	21.7%
Permits-Swimming Pools	900	0	-	0.0%
Wrecker License	510	0	510	100.0%
Permit-Certificate of Occupancy	2,000	200	840	42.0%
Permits-Alarms	6,200	280	1,400	22.6%
False Alarm Penalties	1,000	0	750	75.0%
Permits-Alcohol License	600	0	240	40.0%
Permits-Well/Gas Drilling	4,000	0	-	0.0%
<b>Subtotal Licenses &amp; Permits</b>	<b>\$ 237,874</b>	<b>\$ 17,395</b>	<b>\$ 68,374</b>	<b>28.7%</b>
<b>Services &amp; Charges</b>				
Swimming Pool Receipts	\$ 53,000	\$ -	\$ 26	0.0%
Community Building Rental	24,500	1,225	2,850	11.6%
Misc. Library Receipts	14,790	1,039	4,894	33.1%
Animal Shelter Fees	36,124	2,412	13,195	36.5%
Ambulance Fee Revenue <sup>(1)</sup>	650,600	59,414	279,800	43.0%
Copy Machines	4,000	242	1,726	43.2%
Mowing/Mowing Liens Revenue	24,000	1,272	3,359	14.0%
Sale of City Maps	500	28	133	26.5%

\* This budget reflects the budget amendments that were approved by City Council on 11/03/2008.

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GENERAL FUND  
As of February 28, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Feb. 2009	Total Year to Date	Percent Year to Date
<b>Services &amp; Charges (cont.)</b>				
Service Charge-NSF Checks	11,500	750	5,010	43.6%
Plat Filing Fee Revenue	3,500	300	1,300	37.1%
RV Park Fees	12,000	495	4,380	36.5%
Police Overtime Reimbursement	20,000	1,757	14,500	72.5%
Police Restitution Revenue	3,000	55	442	14.7%
Festival Reimbursements	15,000	0	-	0.0%
Special Events-Seniors	2,000	0	1,760	88.0%
Library Meeting Room Rental	2,800	120	585	20.9%
Open Records Revenue	1,200	90	174	14.5%
Fax Machine Fees	800	0	119	14.8%
Pool Rental Revenue	4,000	0	50	1.3%
Re-Inspection Fees	700	0	100	14.3%
Fire Related Response Revenue	35,000	0	-	0.0%
Animal Tranquilization Fee	350	10	120	34.3%
Disposal of Farm Animals	125	0	-	0.0%
Micro Chip of Animals Revenue	3,500	113	646	18.5%
<b>Subtotal Services &amp; Charges</b>	<b>\$ 922,989</b>	<b>\$ 69,322</b>	<b>\$ 335,167</b>	<b>36.3%</b>
( <sup>1</sup> ) Recorded net of billing fees.				
<b>Fines &amp; Forfeitures</b>				
Municipal Court Fines	\$ 135,000	\$ 12,169	\$ 46,443	34.4%
Traffic Violation Fines	325,000	43,401	166,934	51.4%
Library Fines	16,000	1,346	5,896	36.8%
Arrest Warrant Income	120,000	17,406	43,965	36.6%
Child Safety Fund	12,000	1,435	6,162	51.3%
City's % of State Court Fines	60,000	0	27,688	46.1%
HB 70 Fees	11,000	1,493	5,799	52.7%
Arresting Officer Fees	26,000	2,942	12,173	46.8%
CCISD Liaison Funding	106,584	0	-	0.0%
Admin Fee-Teen Court	12,000	90	290	2.4%
Admin Fee-Defensive Driving	9,000	1,150	4,760	52.9%
Rezone Request Fees	1,600	0	200	12.5%
Variance Request Fees	220	0	110	50.0%
<b>Subtotal Fines &amp; Forfeitures</b>	<b>\$ 834,404</b>	<b>\$ 81,432</b>	<b>\$ 320,420</b>	<b>38.4%</b>
<b>Administration Reimb.</b>				
Admin. Reimb.-W & S Fd	\$ 742,500	\$ 61,875	\$ 309,375	41.7%
Admin. Reimb.-Solid Waste Fd	428,000	35,667	178,333	41.7%
Admin. Reimb.-Drainage Utility Fd	80,000	6,667	33,333	41.7%
<b>Subtotal Admin. Reimb.</b>	<b>\$ 1,250,500</b>	<b>\$ 104,208</b>	<b>\$ 521,042</b>	<b>41.7%</b>
<b>Miscellaneous Revenue</b>				
Interest Earned Revenue	\$ 200,000	\$ 4,151	\$ 27,290	13.6%
Rental Income	17,280	1,584	7,920	45.8%
Miscellaneous Revenues	150,000	9,741	107,488	71.7%
Insurance Proceeds	500	1,574	1,574	314.9%
Cash Over/(Short)	200	52	(79)	-39.6%
Food Workers' Registration	15,000	1,059	5,363	35.8%
Food Establishment Licenses	12,000	750	4,575	38.1%
Police Misc. Revenues	3,000	303	1,282	42.7%
Bell County Fire Runs Revenue	3,400	4,437	4,437	130.5%
County EMS Revenue	40,000	0	-	0.0%

\* This budget reflects the budget amendments that were approved by City Council on 11/03/2008.

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GENERAL FUND  
As of February 28, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Feb. 2009	Total Year to Date	Percent Year to Date
<b>Miscellaneous Revenue (cont.)</b>				
Maint. & Landscape Revenue-HR Bldg.	2,100	1,200	1,200	57.1%
Street Sign Revenue	3,475	0	2,980	85.8%
Auction Proceeds	8,000	10,100	12,751	159.4%
County Mutual Aid Revenue	54,000	0	54,865	101.6%
<b>Subtotal Miscellaneous Rev.</b>	<b>\$ 508,955</b>	<b>34,950</b>	<b>\$ 231,646</b>	<b>45.5%</b>
<b>TOTAL G. F. REVENUE</b>	<b>\$ 14,500,886</b>	<b>\$ 1,304,938</b>	<b>\$ 9,248,886</b>	<b>63.8%</b>

<b>GENERAL FUND EXPENDITURES</b>				
City Council	\$ 39,400	\$ -	\$ 7,941	20.2%
City Manager	285,412	18,157	98,491	34.5%
City Secretary/Elections	163,182	13,681	70,348	43.1%
City Attorney	155,062	9,939	72,379	46.7%
Finance	653,360	35,662	252,075	38.6%
Human Resources	240,671	17,603	98,710	41.0%
Information Systems	238,198	18,512	96,516	40.5%
Municipal Court	351,155	24,580	137,085	39.0%
Police	4,762,190	325,134	1,803,685	37.9%
Public Affairs Office	121,389	5,405	18,271	15.1%
Animal Control	240,896	16,082	89,750	37.3%
Fire/EMS	3,175,655	235,129	1,281,958	40.4%
Emergency Management	17,443	26	467	2.7%
Engineering	169,259	14,235	77,257	45.6%
Building & Development Services	293,544	18,143	84,805	28.9%
Streets	819,582	106,800	329,308	40.2%
Parks and Recreation	1,030,046	69,301	379,581	36.9%
Fleet Services	253,226	19,109	106,541	42.1%
Facility Maintenance	111,119	7,168	40,509	36.5%
Planning	210,841	14,430	78,375	37.2%
Library	533,921	35,026	200,149	37.5%
Code & Health	219,402	14,030	73,687	33.6%
Non-Departmental	530,893	39,741	240,956	45.4%
<b>TOTAL GENERAL FUND EXPENDITURES</b>	<b>\$ 14,615,846</b>	<b>\$ 1,057,892</b>	<b>\$ 5,638,843</b>	<b>38.6%</b>
<b>ENDING FUND BALANCE</b>				
Unreserved, Designated	\$ 1,000,000	\$ 1,000,000	\$ 1,000,000	
Unreserved, Undesignated	\$ 2,662,879	\$ 6,869,718	\$ 6,869,718	
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 3,662,879</b>	<b>\$ 7,869,718</b>	<b>\$ 7,869,718</b>	
<b>IDEAL RESERVE FUND BALANCE</b>	<b>\$ 3,653,962</b>	<b>\$ 3,653,962</b>	<b>\$ 3,653,962</b>	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	<b>\$ 8,917</b>	<b>\$ 4,215,756</b>	<b>\$ 4,215,756</b>	

\* This budget reflects the budget amendments that were approved by City Council on 11/03/2008.

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
WATER & SEWER FUND  
As of February 28, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Feb. 2009	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 1,579,636	\$ 2,168,768	\$ 1,730,313	
<b>TOTAL BEGINNING FUND BALANCE</b>	\$ 1,579,636	\$ 2,168,768	\$ 1,730,313	
<b>W &amp; S FUND REVENUES</b>				
<b>Operating Revenues</b>				
Water Revenue	\$ 4,756,780	\$ 322,135	\$ 1,825,494	38.4%
Sewer Revenue	3,570,000	273,157	1,411,514	39.5%
Senior Discount	(140,800)	(9,775)	(54,092)	38.4%
Water Tap Fees	100,000	3,818	13,431	13.4%
Sewer Tap Fees	26,000	1,630	4,220	16.2%
Connect Fee	60,000	4,545	20,610	34.4%
Meter Box Reset Fee	500	0	-	0.0%
Composting Sales Revenue	12,000	1,974	3,932	32.8%
<b>Subtotal Operating Revenues</b>	\$ 8,384,480	\$ 597,484	\$ 3,225,109	38.5%
<b>Other Revenues</b>				
Admin Reimb-Drainage	\$ 20,000	\$ 1,667	\$ 8,333	41.7%
Interest Revenue	100,000	1,722	15,784	15.8%
Late Charge For Billing	270,000	18,037	106,935	39.6%
Riser Forfeiture Revenue	1,000	280	1,380	138.0%
Auction Proceeds	1,000	10,398	10,398	1039.8%
Insurance Proceeds	0	0	1,093	N/A
Miscellaneous Revenues	54,990	4,101	24,887	45.3%
<b>Subtotal Other Revenues</b>	\$ 446,990	\$ 36,204	\$ 168,811	37.8%
<b>TOTAL W &amp; S FD REVENUES</b>	\$ 8,831,470	\$ 633,688	\$ 3,393,920	38.4%
<b>W &amp; S FUND EXPENSES</b>				
Public Works	\$ 169,683	\$ 13,214	\$ 72,915	43.0%
Utility Administration	593,848	34,272	237,322	40.0%
Water Distribution	1,304,571	86,426	440,800	33.8%
Sewer Collection	555,986	36,469	183,445	33.0%
Wastewater Treatment	1,200,594	91,901	578,724	48.2%
Composting	184,989	11,983	66,479	35.9%
Non-Departmental	4,770,206	680,998	1,697,355	35.6%
<b>TOTAL W &amp; S FUND EXPENSES</b>	\$ 8,779,877	\$ 955,262	\$ 3,277,039	37.3%
<b>ENDING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 1,631,229	\$ 1,847,193	\$ 1,847,193	
<b>TOTAL ENDING FUND BALANCE</b>	\$ 1,631,229	\$ 1,847,193	\$ 1,847,193	
<b>IDEAL RESERVE FUND BALANCE</b>	\$ 2,194,969	\$ 2,194,969	\$ 2,194,969	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	\$ (563,740)	\$ (347,776)	\$ (347,776)	

\* This budget reflects the budget amendments that were approved by City Council on 11/03/2008.

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
SOLID WASTE FUND  
As of February 28, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Feb. 2009	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 750,357	\$ 1,001,270	\$ 837,422	
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>\$ 750,357</b>	<b>\$ 1,001,270</b>	<b>\$ 837,422</b>	
<b>SOLID WASTE FUND REVENUE</b>				
<b>Operating Revenue</b>				
Refuse Collection Fees	\$ 2,451,700	\$ 196,046	\$ 998,676	40.7%
Sanitary Landfill Fees	400,000	24,273	131,053	32.8%
Senior Discount	(40,700)	(3,233)	(16,104)	39.6%
Recycling Proceeds	45,000	1,540	12,264	27.3%
Sale of Scrap Metal	16,000	485	1,846	11.5%
Sale of Kraft Bags	13,000	609	3,133	24.1%
Container Reload Fees	7,500	704	4,038	53.8%
Return Service/Overload Container	500	0	346	69.2%
Roll-Off Rental Income	45,000	1,407	9,087	20.2%
Rear Load Dumpster Rental	2,000	474	1,786	89.3%
Bulky/White Goods Collection	68,040	12,426	38,947	57.2%
Container Removal from Curb	15,450	0	-	0.0%
Auto Lid Locks	1,000	70	355	35.5%
Miscellaneous Solid Waste Fees	3,274	0	-	0.0%
<b>Subtotal Operating Revenue</b>	<b>\$ 3,027,764</b>	<b>\$ 234,801</b>	<b>\$ 1,185,427</b>	<b>39.2%</b>
<b>Other Revenue</b>				
Interest Revenue	\$ 28,000	\$ 431	\$ 4,326	15.5%
Late Charge For Billing	123,000	9,018	53,468	43.5%
Auction Proceeds	5,000	0	-	0.0%
Miscellaneous Revenues	1,000	87	4,261	426.1%
<b>Subtotal Other Revenue</b>	<b>\$ 157,000</b>	<b>\$ 9,537</b>	<b>\$ 62,055</b>	<b>39.5%</b>
<b>TOTAL SOLID WASTE REVENUE</b>	<b>\$ 3,184,764</b>	<b>\$ 244,338</b>	<b>\$ 1,247,482</b>	<b>39.2%</b>
<b>SOLID WASTE FUND EXPENSES</b>				
Solid Waste Administration	\$ 229,350	\$ 18,924	\$ 96,265	42.0%
Solid Waste Collection - Residential	387,254	27,837	137,410	35.5%
Solid Waste Collection - Recycling	148,667	8,885	53,233	35.8%
Solid Waste Collection - Brush	165,034	9,147	53,587	32.5%
Solid Waste Collection - Commercial	433,744	28,266	159,497	36.8%
Solid Waste Disposal - Transfer Station	1,187,612	69,401	332,445	28.0%
Solid Waste Recycling - KCCB	24,789	348	2,480	10.0%
Non-Departmental	553,969	54,992	222,180	40.1%
<b>TOTAL SOLID WASTE EXPENSES</b>	<b>\$ 3,130,419</b>	<b>\$ 217,800</b>	<b>\$ 1,057,096</b>	<b>33.8%</b>
<b>ENDING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 804,702	\$ 1,027,808	\$ 1,027,808	
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 804,702</b>	<b>\$ 1,027,808</b>	<b>\$ 1,027,808</b>	
<b>IDEAL RESERVE FUND BALANCE</b>	<b>\$ 782,605</b>	<b>\$ 782,605</b>	<b>\$ 782,605</b>	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	<b>\$ 22,097</b>	<b>\$ 245,203</b>	<b>\$ 245,203</b>	

\* This budget reflects the budget amendments that were approved by City Council on 11/03/2008.

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
GOLF COURSE FUND  
As of February 28, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Feb. 2009	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 109,343	\$ (117,842)	\$ 6,076	
<b>TOTAL BEGINNING FUND BALANCE</b>	\$ 109,343	\$ (117,842)	\$ 6,076	
<b>GOLF COURSE FUND REVENUE</b>				
Green Fees	\$ 229,705	\$ 7,657	\$ 43,160	18.8%
Cart Rental Fees	214,800	9,541	47,234	22.0%
Membership Dues	124,340	2,700	5,392	4.3%
Cart Storage Fees	36,800	0	-	0.0%
Trail Fees	16,200	472	949	5.9%
Pro Shop Sales	80,000	5,466	15,303	19.1%
Handicap Fees	1,500	0	-	0.0%
Driving Range Fees	40,000	1,947	8,425	21.1%
Snack Bar Revenue F&B	75,000	3,116	16,503	22.0%
Snack Bar Revenue-Beer & Wine	25,000	1,048	5,337	21.3%
Food & Beverage (Non-tax)	1,000	72	457	45.7%
Facility Rental Income	3,000	200	500	16.7%
Swimming Pool Receipts	500	0	-	0.0%
Interest Revenue	50	0	0	0.2%
Special Green Fees	6,500	768	3,509	54.0%
Special Lunch	3,200	9	513	16.0%
Tournament Green Fees	15,500	0	2,181	14.1%
Tournament Cart Fees	12,500	0	1,146	9.2%
Tournament Fees	10,250	0	-	0.0%
Miscellaneous Receipts	140	35	(42)	-29.8%
Golf Lesson Revenue	1,000	0	37	3.7%
<b>TOTAL G. C. FD REVENUE</b>	\$ 896,985	\$ 33,031	\$ 150,604	16.8%
<b>GOLF COURSE FUND EXPENSES</b>				
Golf Course Administration	\$ 317,311	\$ 25,001	\$ 117,054	36.9%
Golf Course Concessions	111,969	5,540	31,889	28.5%
Golf Course Maintenance	427,396	24,863	147,952	34.6%
Non-Departmental	23,331	12,076	12,076	51.8%
<b>TOTAL GOLF COURSE FUND EXPENSES</b>	\$ 880,007	\$ 67,481	\$ 308,973	35.1%
<b>ENDING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 126,321	\$ (152,293)	\$ (152,293)	
<b>TOTAL ENDING FUND BALANCE</b>	\$ 126,321	\$ (152,293)	\$ (152,293)	
<b>IDEAL RESERVE FUND BALANCE</b>	\$ 220,002	\$ 220,002	\$ 220,002	
<b>OVER (UNDER) IDEAL RESERVE FUND BALANCE</b>	\$ (93,681)	\$ (372,294)	\$ (372,294)	

\* This budget reflects the budget amendments that were approved by City Council on 11/03/2008.

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
DRAINAGE UTILITY FUND  
As of February 28, 2009 (FY 2008-09)**

Description	Adopted Budget*	Current Month Feb. 2009	Total Year to Date	Percent Year to Date
<b>BEGINNING FUND BALANCE</b>				
Unreserved, Undesignated	\$ 72,479	\$ 283,412	\$ 126,827	
<b>TOTAL BEGINNING FUND BALANCE</b>	\$ 72,479	\$ 283,412	\$ 126,827	
<b>DRAINAGE UTILITY FUND REVENUE</b>				
Drainage Utility Fee	\$ 870,000	\$ 72,004	\$ 355,061	40.8%
<b>Subtotal Drainage Utility Revenue</b>	\$ 870,000	\$ 72,004	\$ 355,061	40.8%
<b>Other Revenue</b>				
Miscellaneous Revenue	\$ 710	\$ 380	\$ 380	53.5%
Interest Revenue	35,000	468	4,907	14.0%
<b>Subtotal Other Revenue</b>	\$ 35,710	\$ 848	\$ 5,287	14.8%
<b>TOTAL DRAINAGE UTILITY REVENUE</b>	<b>\$ 905,710</b>	<b>\$ 72,851</b>	<b>\$ 360,348</b>	<b>39.8%</b>
<b>DRAINAGE UTILITY FUND EXPENDITURES</b>				
Drainage	\$ 467,186	\$ 24,927	\$ 149,959	32.1%
Non-Departmental	344,590	38,613	44,493	12.9%
<b>TOTAL DRAINAGE UTILITY FUND EXPENDITURES</b>	<b>\$ 811,776</b>	<b>\$ 63,540</b>	<b>\$ 194,452</b>	<b>24.0%</b>
Unreserved, Undesignated	\$ 166,413	\$ 292,724	\$ 292,724	
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 166,413</b>	<b>\$ 292,724</b>	<b>\$ 292,724</b>	

\* This budget reflects the budget amendments that were approved by City Council on 11/03/2008.

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
OTHER FUNDS  
As of February 28, 2009 (FY 2008-09)**

Fund Description	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance
<b>Special Revenue Funds:</b>				
Recreation Activities Fund	\$ 97,951	\$ 57,948	\$ 47,470	\$ 108,430
Cemetery Fund	2,237	29,632	15,864	16,005
Library Gifts and Memorials	8,571	280	277	8,574
Small Business Revolving Loan Fund	199,163	343	-	199,506
Hotel Occupancy Tax Fund	95,939	89,697	75,061	110,575
Animal Shelter Fund	19,328	19	414	18,933
City-Wide Donation Fund	62,819	25,200	5,290	82,729
Municipal Court Funds	170,799	23,582	7,456	186,925
<b>Sub-Total Special Revenue Funds</b>	<b>\$ 656,807</b>	<b>\$ 226,701</b>	<b>\$ 151,832</b>	<b>\$731,676</b>
<b>Debt Service Fund:</b>				
Tax Interest & Sinking Fund	\$ 366,565	\$ 1,533,042	\$ 502,663	\$ 1,396,945
<b>Sub-Total Debt Service Fund:</b>	<b>\$ 366,565</b>	<b>\$ 1,533,042</b>	<b>\$ 502,663</b>	<b>\$ 1,396,945</b>
<b>Capital Projects Funds:</b>				
2001 C.O. (Capital Equip./Improvements)	\$ 265,028	\$ 1,473	\$ 665	\$ 265,836
2001 C.O. (Water/Wastewater Phase II)	442,518	2,287	216,267	228,538
2003 C.O. (CIP)	494,675	1,824	2,750	493,749
2003 C.O. (W/WW Phase III)	1,335,046	5,551	154,386	1,186,212
2005 C.O. (Water Infrastructure Projects)	1,410,821	6,024	1,097,228	319,617
2006 Tax Notes (CIP)	256,874	1,394	98,108	160,161
2007 C.O. (Police Facility)	5,515,872	31,569	316,765	5,230,676
2008 Tax Supported Note	1,436,314	7,997	300,152	1,144,159
2008 Tax Supported Note (W&S)	1,032,348	5,778	7,760	1,030,366
2008 Tax Supported Note (Golf)	80,770	262	-	81,032
2008 Tax Supported Note (Drainage)	152,012	670	-	152,682
2008A Tax Limited Notes (Tax Supported)	-	1,063,937	224,997	838,940
2008A Tax Limited Notes (W&S)	-	642,396	163,174	479,222
2008A Tax Limited Notes (SW)	-	286,109	5,274	280,835
2008A Tax Limited Notes (Drainage)	-	175,592	91,810	83,783
2008A Tax Limited Notes (Golf)	-	30,119	-	30,119
<b>Sub-Total C.I.P. Funds:</b>	<b>\$ 12,422,278</b>	<b>\$ 2,262,981</b>	<b>\$ 2,679,334</b>	<b>\$ 12,005,925</b>
<b>Total Other Funds</b>	<b>\$ 13,445,650</b>	<b>\$ 4,022,725</b>	<b>\$ 3,333,829</b>	<b>\$14,134,546</b>

**City of Copperas Cove, Texas**  
**2001 Certificates of Obligation**  
**(Capital Equipment/Improvements)**  
**As of February 28, 2009**

Account	Description	Total Project Budget**	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
90-300-0001	Fund Balance	\$ -	\$ -	265,028
<b>Revenues</b>				
90-390-1001	Bond Proceeds	\$ 1,914,227	\$ 1,914,227	\$ -
90-370-6001	Interest Income	96,255	91,503	1,473
90-370-6005	Miscellaneous Revenue	-	1,500	-
<b>Total Revenues</b>		<u>\$ 2,010,482</u>	<u>\$ 2,007,231</u>	<u>\$ 1,473</u>
<b>Expenditures*</b>				
90-4606-9000-8600	Bond Issuance Costs	\$ 56,766	\$ 56,766	\$ -
90-4606-9000-6050	Inspection Services	3,263	3,263	-
90-4606-3500-xxxx	City-Wide Network	148,622	148,622	-
90-4606-4100-8500	Municipal Court	196,779	196,780	-
90-4606-4300-xxxx	Animal Control Facility	60,119	60,120	-
90-4606-4400-8500	Fire Station No. 3	215,496	215,496	-
90-4606-4400-8300	Fire Equipment	248,855	248,855	-
90-4606-5300-8400	Street Equipment	126,170	126,170	-
90-4606-5300-8500	Reliever Route ROW Acquisition	440,437	172,155	-
90-4606-5400-8505	Ogletree Improvements	394,604	394,604	-
90-4606-5600-8500	Public Works Facility (1/2)	113,119	113,119	-
90-4606-9000-6014	Arbitrage Rebate Service	6,253	6,253	665
<b>Total Expenditures</b>		<u>\$ 2,010,482</u>	<u>\$ 1,742,203</u>	<u>\$ 665</u>
<b>Ending Fund Balance</b>				
90-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 265,028</u>	<u>\$ 265,836</u>

\* Prior year expenditures have been reconciled to the fund cash balance.

\*\* This budget reflects the Capital Improvement budget amendment that was approved by City Council on 11/03/2008.

**City of Copperas Cove, Texas**  
**2001 Certificates of Obligation**  
**(Phase II of Water/Wastewater CIP)**  
**As of February 28, 2009**

Account	Description	Total Project Budget**	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
91-300-0001	Fund Balance	\$ -	\$ -	\$ 442,518
<b>Revenues</b>				
91-390-1001	Bond Proceeds	\$ 6,482,383	\$ 6,482,383	\$ -
91-370-6001	Interest Income	344,648	339,666	2,287
<b>Total Revenues</b>		<u>\$ 6,827,031</u>	<u>\$ 6,822,049</u>	<u>\$ 2,287</u>
<b>Expenditures*</b>				
91-4607-9100-8600	Bond Issuance Costs	\$ 165,380	\$ 165,380	\$ -
91-4607-9100-6014	Arbitrage Rebate Service Fee	-	-	2,250
91-4607-9100-6100	Advertising	191	191	-
91-4607-5600-6800	Professional Services	28,743	28,743	-
91-4607-9100-9032	Public Works Facility (1/2)	130,184	130,184	-
91-4607-9100-9034	Turkey Run Pumps & Tank	443,736	443,736	-
91-4607-9100-9036	Hogg Mt. Pumps & Tank	135,545	135,545	-
91-4607-9100-9038	Killeen/CC Water Line	3,206,692	3,206,692	-
91-4607-9100-9040	Turkey Run Tank Rehab.	275,763	275,763	-
91-4607-9100-9042	Joint Pump Station	753,512	753,512	-
91-4607-9100-9044	Grimes Crossing Water Line	503,837	503,837	-
91-4607-9100-9046	Joes Road Water Line	68,981	68,981	-
91-4607-9100-9047	Wolfe Road	75,855	75,855	-
91-4607-9100-9048	Taylor Mountain Pump Stn	220,606	220,606	-
91-4607-9100-9052	Mickan Mountain Rehab	214,078	214,078	-
91-4607-9100-9054	Hughes Mountain Rehab	252,500	25,000	214,017
91-4607-9100-9050	South Wastewater Plant	93,380	93,380	-
91-4607-5100-xxxx	Salaries/Related Expense	38,048	38,048	-
91-4607-9100-9318	Principal - 2001 C/O	220,000	-	-
<b>Total Expenditures</b>		<u>\$ 6,827,031</u>	<u>\$ 6,379,530</u>	<u>\$ 216,267</u>
<b>Ending Fund Balance</b>				
91-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ 442,518</u>	<u>\$ 228,539</u>

\* Prior year expenditures have been reconciled to the fund cash balance.

\*\* This budget reflects the Capital Improvement budget amendment that was approved by City Council on 11/03/2008.

**City of Copperas Cove, Texas  
2003 Certificates of Obligation  
Tax Supported Capital Projects  
As of February 28, 2009**

Account	Description	Total Project Budget**	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
70-300-0001	Fund Balance	\$ -	\$ -	\$ 494,675
<b>Revenues</b>				
70-390-1003	Bond Proceeds	\$ 4,190,000	\$ 4,190,000	\$ -
70-370-6001	Interest Income	231,951	232,009	1,824
70-370-6005	Miscellaneous Revenue	1,953	1,953	-
<b>Total Revenues</b>		<b>\$ 4,423,904</b>	<b>\$ 4,423,962</b>	<b>\$ 1,824</b>
<b>Expenditures</b>				
70-231-0920	Bond Issuance Costs	\$ 82,543	\$ 82,543	\$ -
70-231-0922	Unamortized Bond Discount	20,061	20,061	-
70-4615-4400-9021	Communications System	1,611,545	1,611,545	-
70-4615-4400-9023	Fire Department Pumper Truck	247,064	247,064	-
70-4615-5100-xxxx	Salary/Benefits	5,344	5,344	-
70-4615-4200-9039	Police Department Bldg. Repairs	22,537	22,537	-
70-4615-5300-9029	Improvements to FM 1113	377,386	377,386	-
70-4615-5400-9025	Renovation of Civic Center	132,691	132,691	-
70-4615-5400-9027	Construction of Skate Park	24,750	24,750	-
70-4615-5400-9033	Feeder Road (SE Bypass)	589,637	95,021	-
70-4615-5400-9035	City Hall Roof Repairs	11,441	11,441	-
70-4615-5400-9037	Human Resources Bldg. Repairs	94,312	94,313	-
70-4615-8500-6014	Arbitrage Rebate Service Fee	-	-	2,750
70-4615-8500-9019	Construction of Big Divide	954,535	954,534	-
70-4615-8500-9043	Street Reconstruction	250,058	250,058	-
<b>Total Expenditures</b>		<b>\$ 4,423,904</b>	<b>\$ 3,929,287</b>	<b>\$ 2,750</b>
<b>Ending Fund Balance</b>				
70-300-0001	Fund Balance	\$ -	\$ 494,675	\$ 493,747

\* Prior year expenditures have been reconciled to the fund cash balance.

\*\* This budget reflects the Capital Improvement budget amendment that was approved by City Council on 11/03/2008.

**City of Copperas Cove, Texas**  
**2003 Certificates of Obligation**  
**(Phase III of Water/Wastewater CIP)**  
**As of February 28, 2009**

Account	Description	Total Project Budget**	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
71-300-0001	Fund Balance	\$ -	\$ -	\$ 1,335,046
<b>Revenues</b>				
71-390-1003	Bond Proceeds	\$ 9,820,000	\$ 9,820,000	\$ -
71-370-6001	Interest Income	542,531	544,517	5,551
71-390-1001	Developer Contributions	21,085	21,085	-
71-370-6005	Miscellaneous Revenue	167,965	167,966	-
<b>Total Revenues</b>		<b>\$ 10,551,581</b>	<b>\$ 10,553,567</b>	<b>\$ 5,551</b>
<b>Expenditures*</b>				
71-4615-xxxx-xxxx	Bond Issuance Costs	\$ 192,601	\$ 192,601	\$ -
71-4615-xxxx-xxxx	Bond Discount	46,809	46,809	-
71-4615-4400-9021	Communications System	181,613	181,613	-
71-4615-5100-xxxx	Salaries/Benefits	87,689	87,689	-
71-4615-8500-6014	Arbitrage Rebate Service Fee	-	-	9,760
71-4615-8500-9003	Meadow Brook Sewer Project	158,996	158,996	-
71-4615-8500-9005	Hwy 190 Sewer Project	181,203	181,203	-
71-4615-8500-9007	Mountain Top Water Project	565,131	565,131	-
71-4615-8500-9009	Big Divide (Sewer)	630,650	630,650	-
71-4615-8500-9011	Big Divide (Water)	982,358	982,358	-
71-4615-8500-9013	NE WW Plant Expansion	4,399,837	4,399,837	-
71-4615-8100-9041	Utility Admin. Bldg. Repairs	19,526	19,526	-
71-4615-8500-9014	South Plant-Fine Screens	101,500	101,500	-
71-4615-8500-9015	NW WW Plant Expansion	1,134,003	1,134,003	-
71-4615-8500-9017	4th Year Sewer Improvement	845,457	314,242	9,608
71-4615-8500-9021	Water Model Study	84,196	84,196	-
71-4615-8500-9029	FM 1113 Improvement (Sidewalk)	10,066	10,066	-
71-4615-8500-9031	Expansion of Constitution	128,100	128,100	-
71-4615-8500-9322	Principal 2003 CO	230,000	-	-
71-4615-8500-9422	Interest 2003 CO	270,035	-	135,018
<b>Total Expenditures</b>		<b>\$ 10,249,770</b>	<b>\$ 9,218,519</b>	<b>\$ 154,386</b>
<b>Ending Fund Balance</b>				
71-300-0001	Fund Balance	\$ 301,811	\$ 1,335,046	\$ 1,186,212

\* Prior year expenditures have been reconciled to the fund cash balance.

\*\* This budget reflects the Capital Improvement budget amendment that was approved by City Council on 11/03/2008.

**City of Copperas Cove, Texas**  
**2005 Certificates of Obligation**  
**Water Projects**  
**As of February 28, 2009**

Account	Description	Total Project Budget**	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
93-300-0001	Fund Balance	\$ -	\$ -	\$ 1,410,821
<b>Revenues</b>				
93-390-1003	Bond Proceeds	\$ 3,050,000	\$ 3,050,000	\$ -
93-370-6001	Interest Revenue	344,476	321,886	6,024
<b>Total Revenues</b>		<u>\$ 3,394,476</u>	<u>\$ 3,371,886</u>	<u>\$ 6,024</u>
<b>Expenditures*</b>				
93-4616-5100-xxxx	Salary/Benefits	\$ 458	\$ 458	\$ -
93-4616-8500-6014	Arbitrage Rebate Service	-	-	4,715
93-4615-8500-6100	Contractual Services	244	244	-
93-4616-8500-8600	Issuance Costs	62,050	62,050	-
93-4616-8500-9032	East Pump Station	1,423,593	1,071,485	311,472
93-4616-8500-9034	Turkey Run Pump Station	1,184,185	102,883	781,041
93-4616-8500-9036	Hogg Mountain Water Tank	723,946	723,946	-
<b>Total Expenditures</b>		<u>\$ 3,394,476</u>	<u>\$ 1,961,066</u>	<u>\$ 1,097,228</u>
<b>Ending Fund Balance</b>				
93-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 1,410,821</u>	<u>\$ 319,616</u>

\* Prior year expenditures have been reconciled to the fund cash balance.

\*\* This budget reflects the Capital Improvement budget amendment that was approved by City Council on 11/03/2008.

**City of Copperas Cove, Texas**  
**2006 Limited Tax Notes**  
**Capital Equipment/Land & Professional Services**  
**As of February 28, 2009**

Account	Description	Total Project Budget**	As of FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
73-300-0001	Fund Balance	\$ -	\$ -	\$ 256,874
<b>Revenues</b>				
73-390-1003	Bond Proceeds	\$ 1,260,000	\$ 1,260,000	\$ -
73-370-6001	Interest Revenue	82,420	82,582	1,394
<b>Total Revenues</b>		<u>\$ 1,342,420</u>	<u>\$ 1,342,582</u>	<u>\$ 1,394</u>
<b>Expenditures*</b>				
73-4617-9900-9500	Bond Issuance Costs	\$ 25,796	\$ 25,796	\$ -
73-4617-9900-6014	Arbitrage Rebate Service Fee	-	-	2,525
73-4617-4200-2200	Postage	20	20	-
73-4617-4200-6800	Professional Services	856,500	599,787	95,583
73-4617-4200-8600	Land	197,134	197,134	-
73-4617-4400-8300	Ambulance	97,525	97,525	-
73-4617-5300-8300	Street Sweeper	165,445	165,445	-
<b>Total Expenditures</b>		<u>\$ 1,342,420</u>	<u>\$ 1,085,708</u>	<u>\$ 98,108</u>
<b>Ending Fund Balance</b>				
73-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 256,874</u>	<u>\$ 160,161</u>

\* Prior year expenditures have been reconciled to the fund cash balance.

\*\* This budget reflects the Capital Improvement budget amendment that was approved by City Council on 11/03/2008.

**City of Copperas Cove, Texas  
2007 Certificates of Obligation  
Police Facility  
As of February 28, 2009**

Account	Description	Total Project Budget**	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
74-300-0001	Fund Balance	\$ -	\$ -	\$ 5,515,872
<b>Revenues</b>				
74-390-1001	Bond Proceeds	\$ 5,300,000	\$ 5,300,000	\$ -
74-370-6001	Interest Revenue	325,974	272,636	31,569
<b>Total Revenues</b>		<u>\$ 5,625,974</u>	<u>\$ 5,572,636</u>	<u>\$ 31,569</u>
<b>Expenditures*</b>				
74-4618-4200-8600	Bond Issuance Costs	\$ 54,030	\$ 54,030	\$ -
74-4618-4200-6014	Arbitrage Rebate Service Fee	-	-	835
74-4618-4200-2200	Postage	23	23	-
74-4618-4200-6100	Advertising	541	541	588
74-4618-4200-6800	Professional Services	65,000	2,170	-
74-4617-4200-8500	Police Facility	5,506,380	-	315,342
<b>Total Expenditures</b>		<u>\$ 5,625,974</u>	<u>\$ 56,764</u>	<u>\$ 316,765</u>
<b>Ending Fund Balance</b>				
74-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 5,515,872</u>	<u>\$ 5,230,676</u>

\* Prior year expenditures have been reconciled to the fund cash balance.

\*\* This budget reflects the Capital Improvement budget amendment that was approved by City Council on 11/03/2008.

**City of Copperas Cove, Texas**  
**2008 Limited Tax Notes**  
**Tax Supported**  
**As of February 28, 2009**

Account	Description	Total Project Budget**	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
75-300-0001	Fund Balance	\$ -	\$ -	\$ 1,436,314
<b>Revenues</b>				
75-390-1001	Bond Proceeds	\$ 1,485,000	1,485,000	\$ -
75-370-6001	Interest Revenue	-	\$ 13,917	7,997
75-390-6005	Miscellaneous Revenue	83,000	\$ 83,000	-
<b>Total Revenues</b>		<b>\$ 1,568,000</b>	<b>\$ 1,581,917</b>	<b>\$ 7,997</b>
<b>Expenditures*</b>				
75-4190-7500-9500	Bond Issuance Costs	\$ 25,000	\$ 22,894	\$ 25
75-4190-7500-9032	Baseball Field Lighting	58,230	-	42,641
75-4190-7500-9033	Camp Liveoak Renovation	20,000	-	2,025
75-4190-7500-9034	Cash Receipts - City Wide	17,270	16,471	-
75-4190-7500-9035	Fire Station Reloc. Land	125,000	-	-
75-4190-7500-9036	Playscape - City Park	35,000	33,113	-
75-4190-7500-9037	Playscape - Kate Street	35,000	35,030	-
75-4190-7500-9038	Recreation Center	500,000	9,095	5,000
75-4190-7500-9039	Park renovations	34,500	-	-
75-4190-7500-9040	Library Renovations	50,000	-	2,500
75-4190-7500-9041	Soccer Field Lighting	70,000	-	42,641
75-4190-7500-9042	Active Software (Parks)	15,000	-	-
75-4190-7500-9043	Summers Rd/Street Reconstructio	583,000	29,000	205,322
<b>Total Expenditures</b>		<b>\$ 1,568,000</b>	<b>\$ 145,603</b>	<b>\$ 300,152</b>
<b>Ending Fund Balance</b>				
75-253-0001	Fund Balance	\$ -	\$ 1,436,314	\$ 1,144,159

**City of Copperas Cove, Texas**  
**2008 Limited Tax Notes**  
**Water & Sewer Fund (Phase III)**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
76-300-0001	Fund Balance	\$ -	\$ -	\$ 1,032,348
<b>Revenues</b>				
76-390-1001	Bond Proceeds	\$ 1,135,000	1,135,000	\$ -
76-370-6001	Interest Revenue	-	\$ 10,691	5,778
<b>Total Revenues</b>		<u>\$ 1,135,000</u>	<u>\$ 1,145,691</u>	<u>\$ 5,778</u>
<b>Expenditures*</b>				
76-4615-8500-9500	Bond Issuance Costs	\$ 20,000	\$ 18,447	\$ -
76-4615-8500-9034	Turkey Run Pump Station	493,500	115	1,000
76-4615-8500-9036	Mesa Verde II-380 Agreement	620,750	94,782	6,760
<b>Total Expenditures</b>		<u>\$ 1,134,250</u>	<u>\$ 113,343</u>	<u>\$ 7,760</u>
<b>Ending Fund Balance</b>				
76-253-0001	Fund Balance	<u>\$ 750</u>	<u>\$ 1,032,348</u>	<u>\$ 1,030,366</u>

**City of Copperas Cove, Texas**  
**2008 Limited Tax Notes**  
**Golf**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
77-300-0001	Fund Balance	\$ -	\$ -	\$ 80,770
<b>Revenues</b>				
77-390-1001	Bond Proceeds	\$ 80,000	\$ 80,000	\$ -
77-370-6001	Interest Revenue	-	770	262
<b>Total Revenues</b>		<u>\$ 80,000</u>	<u>\$ 80,770</u>	<u>\$ 262</u>
<b>Expenditures*</b>				
77-4310-7400-9044	Golf Cart Storage	\$ 80,000	\$ -	\$ -
<b>Total Expenditures</b>		<u>\$ 80,000</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Ending Fund Balance</b>				
77-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 80,770</u>	<u>\$ 81,032</u>

**City of Copperas Cove, Texas**  
**2008 Limited Tax Notes**  
**Drainage**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of	
			FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
78-300-0001	Fund Balance	\$ -	\$ -	\$ 152,012
<b>Revenues</b>				
78-390-1001	Bond Proceeds	\$ 155,000	\$ 155,000	\$ -
78-370-6001	Interest Revenue	-	1,445	670
<b>Total Revenues</b>		<u>\$ 155,000</u>	<u>\$ 156,445</u>	<u>\$ 670</u>
<b>Expenditures*</b>				
78-4410-7600-9500	Bond Issuance Cost	\$ 5,000	\$ 4,433	\$ -
78-4410-7600-9037	Rolling Heights Drainage	150,000	-	-
<b>Total Expenditures</b>		<u>\$ 155,000</u>	<u>\$ 4,433</u>	<u>\$ -</u>
<b>Ending Fund Balance</b>				
78-253-0001	Fund Balance	<u>\$ -</u>	<u>\$ 152,012</u>	<u>\$ 152,682</u>

**City of Copperas Cove, Texas**  
**2008A Limited Tax Notes**  
**Tax Supported**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
79-300-0001	Fund Balance	\$ -	\$ -	\$ -
<b>Revenues</b>				
79-390-1001	Bond Proceeds	\$ 1,060,000	\$ -	\$ 1,060,000
79-370-6001	Interest Revenue	-	-	3,937
<b>Total Revenues</b>		<u>\$ 1,060,000</u>	<u>\$ -</u>	<u>\$ 1,063,937</u>
<b>Expenditures*</b>				
79-4190-7500-8200	Furniture	\$ 16,050	\$ -	\$ 7,158
79-4190-7500-8300	Vehicles	312,604	-	105,185
79-4190-7500-8400	General Equipment	43,323	-	28,622
79-4190-7500-8402	Electronic Equipment	233,142	-	62,892
79-4190-7500-8500	Facilities	12,750	-	
79-4190-7500-9045	City Smart Lighting Upgrade	57,800	-	
79-4190-7500-9046	Bradford Drive Road Extension	247,000	-	
79-4190-7500-9047	Summers Rd/Street Reconstructio	115,637	-	
79-4190-7500-9500	Bond Issuance Costs	20,000	-	21,140
<b>Total Expenditures</b>		<u>\$ 1,058,306</u>	<u>\$ -</u>	<u>\$ 224,997</u>
<b>Ending Fund Balance</b>				
79-300-0001	Fund Balance	<u>\$ 1,694</u>	<u>\$ -</u>	<u>\$ 838,940</u>

**City of Copperas Cove, Texas**  
**2008A Limited Tax Notes**  
**Water & Sewer**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
80-300-001	Fund Balance	\$ -	\$ -	\$ -
<b>Revenues</b>				
80-390-1001	Bond Proceeds	\$ 640,000	\$ -	\$ 640,000
80-370-6001	Interest Revenue	-	-	2,396
<b>Total Revenues</b>		<u>\$ 640,000</u>	<u>\$ -</u>	<u>\$ 642,396</u>
<b>Expenditures*</b>				
80-4615-8500-8300	Vehicles	\$ 83,408	\$ -	\$ 79,261
80-4615-8500-8400	General Equipment	35,200	-	34,505
80-4615-8500-8500	Facilities	60,500	-	
80-4615-8500-9048	Mesa Verde Sewer Extension	50,272	-	
80-4615-8500-9049	Retrofit One Clarifier at South Plar	220,000	-	14,278
80-4615-8500-9050	Water Tank Rehabs	180,000	-	24,584
80-4615-8500-9500	Bond Issuance Costs	10,000	-	10,548
<b>Total Expenditures</b>		<u>\$ 639,380</u>	<u>\$ -</u>	<u>\$ 163,174</u>
<b>Ending Fund Balance</b>				
80-300-0001	Fund Balance	<u>\$ 620</u>	<u>\$ -</u>	<u>\$ 479,222</u>

**City of Copperas Cove, Texas**  
**2008A Limited Tax Notes**  
**Solid Waste**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
81-300-0001	Fund Balance	\$ -	\$ -	\$ -
<b>Revenues</b>				
81-390-1001	Bond Proceeds	\$ 285,000	\$ -	\$ 285,000
81-370-6001	Interest Revenue	-	-	1,109
<b>Total Revenues</b>		<u>\$ 285,000</u>	<u>\$ -</u>	<u>\$ 286,109</u>
<b>Expenditures*</b>				
81-4430-9500-8400	General Equipment	\$ 203,400	\$ -	\$ -
81-4430-9500-9051	Recycling Center Expansion	75,582	-	-
81-4430-9500-9500	Bond Issuance Cost	5,000	-	5,274
<b>Total Expenditures</b>		<u>\$ 283,982</u>	<u>\$ -</u>	<u>\$ 5,274</u>
<b>Ending Fund Balance</b>				
81-300-0001	Fund Balance	<u>\$ 1,018</u>	<u>\$ -</u>	<u>\$ 280,835</u>

**City of Copperas Cove, Texas**  
**2008A Limited Tax Notes**  
**Drainage**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
82-300-0001	Fund Balance	\$ -	\$ -	\$ -
<b>Revenues</b>				
82-390-1001	Bond Proceeds	\$ 175,000	\$ -	\$ 175,000
82-370-6001	Interest Revenue	-	-	592
<b>Total Revenues</b>		<u>\$ 175,000</u>	<u>\$ -</u>	<u>\$ 175,592</u>
<b>Expenditures*</b>				
82-4410-8000-8400	General Equipment	\$ 62,893	\$ -	\$ 62,786
82-4410-8000-9052	Martin Walker Study / Detention D	50,000	-	-
82-4410-8000-9053	Eastside Drainage Infrastructure C	30,000	-	-
82-4410-8000-9054	Tonkawa Village - Katlyn Circle	24,450	-	23,750
82-4410-8000-9500	Bond Issuance Costs	5,000	-	5,274
<b>Total Expenditures</b>		<u>\$ 172,343</u>	<u>\$ -</u>	<u>\$ 91,810</u>
<b>Ending Fund Balance</b>				
82-300-0001	Fund Balance	<u>\$ 2,657</u>	<u>\$ -</u>	<u>\$ 83,783</u>

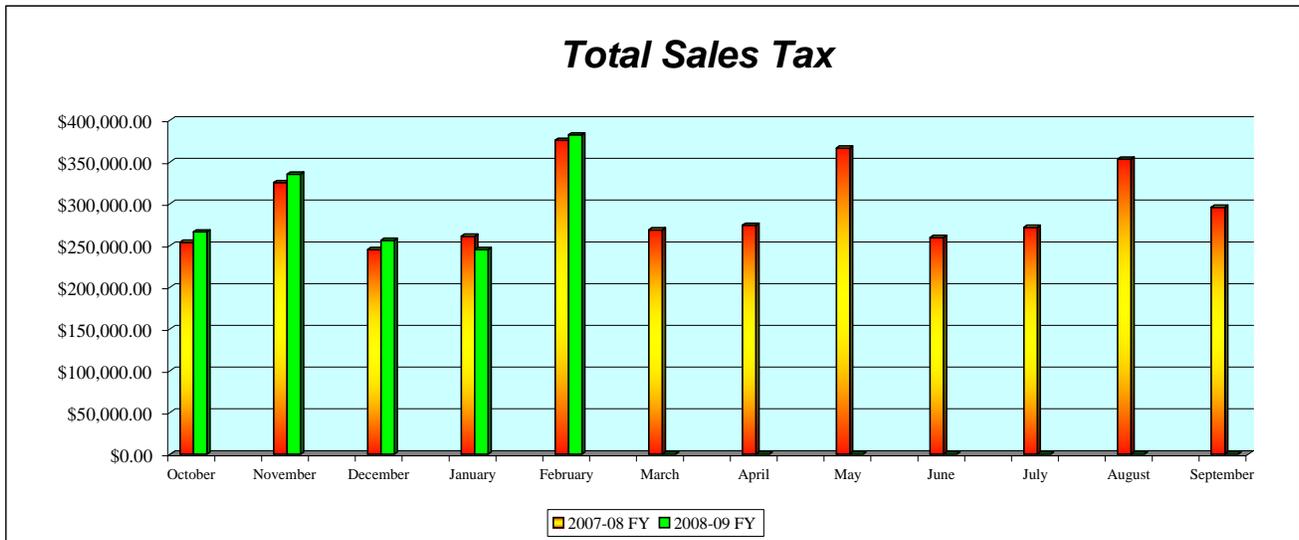
**City of Copperas Cove, Texas**  
**2008A Limited Tax Notes**  
**Golf**  
**As of February 28, 2009**

Account	Description	Total Project Budget	As of FY 2007-08	FY 2008-09
<b>Beginning Fund Balance</b>				
83-300-0001	Fund Balance	\$ -	\$ -	\$ -
<b>Revenues</b>				
83-390-1001	Bond Proceeds	\$ 30,000	\$ -	\$ 30,000
83-370-6001	Interest Revenue	-	-	119
<b>Total Revenues</b>		<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ 30,119</u>
<b>Expenditures*</b>				
83-4310-7500-9500	General Equipment	\$ 30,000	\$ -	\$ -
<b>Total Expenditures</b>		<u>\$ 30,000</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Ending Fund Balance</b>				
83-300-0001	Fund Balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30,119</u>

**CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
SCHEDULE OF SALES TAX COLLECTIONS  
(WITH COMPARATIVE COLLECTIONS IN FY 2007-08)  
As of February 28, 2009 (FY 2008-09)**

<b>Fiscal Year 2007-08</b>	<b>City's Revenue</b>	<b>EDC's Revenue</b>	<b>Total Sales Tax</b>	<b>Fiscal Year 2008-09</b>	<b>City's Revenue</b>	<b>EDC's Revenue</b>	<b>Total Sales Tax</b>
October	\$169,247.52	\$84,623.76	\$253,871.28	October	\$177,513.78	\$88,756.89	\$266,270.67
November	\$216,891.12	\$108,445.56	\$325,336.68	November	\$223,731.52	\$111,865.76	\$335,597.28
December	\$163,496.24	\$81,748.12	\$245,244.36	December	\$170,849.35	\$85,424.68	\$256,274.03
January	\$174,106.89	\$87,053.45	\$261,160.34	January	\$163,388.03	\$81,694.02	\$245,082.05
February	\$250,728.06	\$125,364.03	\$376,092.09	February	\$255,006.70	\$127,503.35	\$382,510.05
March	\$179,172.98	\$89,586.49	\$268,759.47	March	\$0.00	\$0.00	\$0.00
April	\$182,831.28	\$91,415.64	\$274,246.92	April	\$0.00	\$0.00	\$0.00
May	\$244,460.54	\$122,230.27	\$366,690.81	May	\$0.00	\$0.00	\$0.00
June	\$173,098.07	\$86,549.04	\$259,647.11	June	\$0.00	\$0.00	\$0.00
July	\$181,204.83	\$90,602.42	\$271,807.25	July	\$0.00	\$0.00	\$0.00
August	\$235,755.69	\$117,877.85	\$353,633.54	August	\$0.00	\$0.00	\$0.00
September	\$197,206.70	\$98,603.35	\$295,810.05	September	\$0.00	\$0.00	\$0.00
<b>Total</b>	<b>\$2,368,199.92</b>	<b>\$1,184,099.96</b>	<b>\$3,552,299.88</b>	<b>Total</b>	<b>\$990,489.38</b>	<b>\$495,244.69</b>	<b>\$1,485,734.07</b>

NOTE 1 - Total revenues collected for sales tax by the month ending February 28, 2009, in FY 2008-09 was \$1,485,734.07 (\$990,489.38 City's revenues and \$495,244.69 EDC's revenues); total revenues collected for sales tax by the month ending February 29, 2008 in FY 2007-08 was \$1,461,704.75 (\$974,469.83 City's revenues and \$487,234.92 EDC's revenues).



CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)  
As of February 28, 2009 (FY 2008-09)

<b>FUNDS IN INVESTMENT POOLS</b>	
TEXSTAR	\$ 3,058,574.64
TEXPOOL	22,657,534.50
<b>Subtotal on Funds in Investment Pools</b>	<u>\$ 25,716,109.14</u>
 <b>CHECKING ACCOUNTS</b>	
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	1,155,217.03
Payroll	5,175.33
Rental Rehab	15,225.37
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	8,084.08
Certificate of Obligations Series 1997	0.00
Solid Waste Interest & Sinking	0.00
Library Retainage	0.00
Pending Forfeitures	16,342.11
Small Business Revolving Loan Fund	0.00
1998 G.O. Bond Issue	0.00
1998 G.O. Bond Issue Retainage	0.00
1998 C.O. Bond Issue Retainage	0.00
Community Development	0.00
 <b>Subtotal Checking Accounts</b>	 <u>\$1,200,043.92</u>
 <b>SAVINGS ACCOUNTS (Per Quarterly Stmt)</b>	
Subdivision Escrow	2,539.04
 <b>Subtotal Savings Accounts</b>	 <u>\$2,539.04</u>
 <b>TOTAL INVESTMENTS &amp; CASH ACCOUNTS</b>	 <u><u>\$26,918,692.10</u></u>

CITY OF COPPERAS COVE  
MONTHLY COUNCIL REPORT  
SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)  
As of February 28, 2009 (FY 2008-09)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$8,262,041.27
Water & Sewer Fund	\$2,968,517.27
Solid Waste Fund	\$842,753.73
Youth Activity Fund	\$131,116.67
Drainage Utility Fund	\$973,306.46
Cemetery Fund	\$16,170.89
General Obligation Interest & Sinking Fund	\$1,396,943.77
Curb & Gutter Assessment Fund	(\$7,719.37)
Municipal Golf Course Fund	(\$184,153.35)
Small Business Revolving Loan Fund	\$67,659.94
Library Gifts & Memorials Fund	\$8,574.35
Hotel/Motel Tax Fund	\$131,407.77
Animal Shelter Donations Fund	\$18,933.13
Police Court Order Fund	\$0.00
City-Wide Donations Fund	\$84,355.45
Abandoned Vehicle Auction Fund	\$0.00
City Wide Grants	\$112,155.08
FEMA Grant Funds	\$72,460.64
Fire Special Revenue Fund	\$14,616.55
Tirz	(\$3,453.47)
Mesa Verde II	(\$2,425.00)
457 Deferred cmp	\$0.00
Joint Image Campaign	\$25,986.91
Tx. Parks & Wildlife Grant	\$0.00
Municipal Court Fund	\$196,338.27
Police Restricted Fund	\$18,805.59
Police Federal Seizure Fund	\$2,104.23
Fire/EMS Loan	\$0.00
County Mutual Aid Agreement	\$0.00
Law Enforcement Block Grant Fund	\$10,624.08
Fire Department Grant Fund	(\$3,447.10)
Library Grant Fund	\$26,157.06
Step Grant	\$3,306.65
Tobacco Grant	\$2,235.34
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$160,161.99
2008 Tax Note	\$1,144,158.86
2008 Tax Note (W/S)	\$1,030,366.08
2008 Tax Note (Drainage)	\$81,032.41
2008 Tax Note (Golf)	\$152,681.52
2008A Limited Tax Notes (Tax Supported)	\$838,940.41
2008A Limited Tax Notes (Water & Sewer)	\$479,221.52
2008A Limited Tax Notes (Solid Waste)	\$280,835.12
2008A Limited Tax Notes (Drainage)	\$83,782.55
2008A Limited Tax Notes (Golf)	\$30,118.87
Reliever Route	\$121,200.23
2005 Certificates of Obligation (Water Projects)	\$352,713.78
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$265,835.95
2001 Combination Tax & Revenue C/O's (Water/Wastewater Phase II CIP)	\$228,539.23
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$413,625.99
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	\$789,240.46
2007 Combination Tax & Revenue C/O's (Police Facility)	\$5,230,675.66
TOTAL CASH & INVESTMENTS	<u>\$26,918,692.10</u>
RECAP OF CASH & INVESTMENTS:	
INVESTMENTS IN TEXPOOL	\$ 22,657,534.50
INVESTMENTS IN TEXSTAR	3,058,574.64
CASH IN BANK	<u>\$1,202,582.96</u>
TOTAL CASH & INVESTMENTS	<u>\$ 26,918,692.10</u>

CITY OF COPPERAS COVE  
INVESTMENT SCHEDULE  
As of February 28, 2009 (FY 2008-09)

As of February 28, 2009, the City of Copperas Cove's investment portfolio was made up of investments in TEXPOOL, TEXSTAR, 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 02/01/09	Investments	Redemptions	Accrued Interest	Book Value 02/28/09	Market Value 02/28/09
General Fund	\$ 7,439,010.17	\$ 652,894.34	\$ 377,894.34	\$ 4,007.66	\$ 7,718,017.83	\$ 7,718,017.83
Water & Sewer Fund	3,735,917.87	-	750,000.00	1,721.54	2,987,639.41	2,987,639.41
Solid Waste Fund	838,843.25	-	-	430.51	839,273.76	839,273.76
Drainage Utility Fund	882,779.03	50,000.00	-	457.24	933,236.27	933,236.27
Interest & Sinking Fund	1,609,253.10	6,700.00	234,000.00	746.89	1,382,699.79	1,382,699.79
Youth Activities Fund	108,321.11	-	-	55.60	108,376.71	108,376.71
Cemetery Fund	-	-	-	-	-	-
Golf Course Interest & Sinking	39.94	-	-	-	39.94	39.94
Small Business Revolving Loan Fund	61,074.24	4,025.00	-	31.66	65,130.90	65,130.90
Hotel/Motel Fund	137,508.35	-	6,500.00	68.37	131,076.72	131,076.72
Municipal Court Special Revenue Fund	178,531.09	-	-	91.83	178,622.72	178,622.72
2008 Tax Supported Note	1,279,211.13	473.54	87,500.00	614.19	1,192,798.86	1,192,798.86
2008 Tax Supported Note/ W&S	1,027,180.37	3,658.24	-	527.47	1,031,366.08	1,031,366.08
2008 Tax Supported Note/ Golf	80,990.84	-	-	41.57	81,032.41	81,032.41
2008 Tax Supported Note/ Drainage	151,894.07	-	-	77.96	151,972.03	151,972.03
2001 C/O Bond Fund (Governmental)	256,368.60	9,335.00	-	132.35	265,835.95	265,835.95
2001 C/O Bond Fund (W&S Phase II)	328,655.56	733.50	91,000.00	150.17	238,539.23	238,539.23
2007 C/O Police Facility	5,521,921.42	1,065.50	295,000.00	2,688.74	5,230,675.66	5,230,675.66
Reliever Route	119,235.31	1,903.56	-	61.36	121,200.23	121,200.23
<b>Total TEXPOOL Investments</b>	<b>\$ 23,756,735.45</b>	<b>\$ 730,788.68</b>	<b>\$ 1,841,894.34</b>	<b>\$ 11,904.71</b>	<b>\$ 22,657,534.50</b>	<b>\$ 22,657,534.50</b>

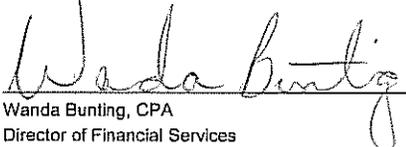
  

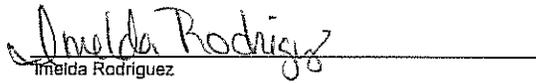
TEXSTAR Investments	Market Value 02/01/09	Investments	Redemptions	Accrued Interest	Book Value 02/28/09	Market Value 02/28/09
2003 C/O Project Fund (Governmental)	\$ 346,445.55	\$ -	\$ -	\$ 187.44	\$ 346,632.99	\$ 346,632.99
2003 C/O Project Fund (W&S Phase III)	689,548.47	-	137,000.00	323.52	552,871.99	552,871.99
2005 C/O Project Fund (Water Projects)	374,111.89	-	93,500.00	154.55	280,766.44	280,766.44
2006 Tax Notes - Police Building Project	222,332.14	-	55,000.00	91.69	167,423.83	167,423.83
2008A Limited Tax Notes (Tax Supported)	943,468.17	-	106,000.00	469.11	837,937.28	837,937.28
2008A Limited Tax Notes (Water & Sewer)	547,115.05	-	69,000.00	280.77	478,395.82	478,395.82
2008A Limited Tax Notes (Solid Waste)	280,883.26	-	-	151.86	280,835.12	280,835.12
2008A Limited Tax Notes (Drainage)	83,547.10	-	-	45.20	83,592.30	83,592.30
2008A Limited Tax Notes (Golf)	30,102.58	-	-	16.29	30,118.87	30,118.87
<b>Total TEXSTAR Investments</b>	<b>\$ 3,517,354.21</b>	<b>\$ -</b>	<b>\$ 391,500.00</b>	<b>\$ 1,720.43</b>	<b>\$ 3,058,574.64</b>	<b>\$ 3,058,574.64</b>

<b>Total Investments</b>	<b>\$ 27,274,089.66</b>	<b>\$ 730,788.68</b>	<b>\$ 2,233,394.34</b>	<b>\$ 13,625.14</b>	<b>\$ 25,716,109.14</b>	<b>\$ 25,716,109.14</b>
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This report is in compliance with the investment strategies as approved and the Public Funds Investment Act.

  
Wanda Bunting, CPA  
Director of Financial Services

  
Inelda Rodriguez  
Assistant Director of Financial Services



# TEXPOOL

THE TEXAS INVESTMENT SERVICE FOR PUBLIC FUNDS

March 2009

## PERFORMANCE

### As of February 28, 2009

	TexPool	TexPool Prime
Current Invested Balance	\$22,108,531,639.22	\$2,096,715,410.20
Weighted Average Maturity (1)*	44 Days	37 Days
Weighted Average Maturity (2)*	75 Days	64 Days
Net Asset Value	1.00038	1.00019
Total Number of Participants	2,166	102
Management Fee on Invested Balance	0.0485%	0.065%
Interest Distributed	\$11,703,599.92	\$1,569,174.15
Management Fee Collected	\$829,547.39	\$100,474.07
Standard & Poor's Current Rating	AAAm	AAAm

### February Averages

Average Invested Balance	\$22,812,390,985.21	\$2,062,561,650.95
Average Monthly Yield, on a simple basis (3)*	0.6690%	0.9941%
Average Weighted Average Maturity (1)*	38 Days	34 Days
Average Weighted Average Maturity (2)*	68 Days	61 Days

\*Definitions for Average Weighted Maturity can be found on Page 2.

## Economic and Market Commentary – February 28, 2009

Interest rates inched higher during the month as an uneasy calm settled over the money markets. One-month LIBOR ticked up by nine basis points to 0.50% while one-year LIBOR increased by 16 basis points to 2.08%. Agency and repo rates also rose, albeit by smaller amounts. Under normal circumstances, an increase in short-term yields might portend a tightening of monetary policy. With a virulent global recession in full bloom, however, higher official interest rates are inconceivable anytime soon.

On a hopeful note, the cash market has displayed few signs of acute distress in recent weeks in the face of bleak economic news, tumbling corporate profits, and rumors that some major U.S. banks might be nationalized. Despite the modest increase in cash yields last month, one-month LIBOR is still nearly 200 basis points lower than before the Lehman Brothers bankruptcy in September while two-year Treasury yields remain south of 1%. While depressed nominal yields and wide spreads may represent a "new normal," they are nonetheless a sharp departure from what cash investors had come to expect before the credit crunch erupted last fall.

Still, managing portfolios is about identifying relative value. In this case, the massive amount of liquidity injected into the financial system by the Federal Reserve has led to a relatively steep yield curve, which we moved to exploit by extending maturities. Though we found considerable value across the entire curve, rates on nine-month paper were particularly compelling. We also added to our floating rate positions. As of this writing, the average weighted maturity is 44 days for TexPool, up from 33 days a month earlier, and 37 days for TexPool Prime, up from 30 days in late January.

We expect benchmark interest rates to remain within the current target range of 0% to 0.25% for the foreseeable future. Though the U.S. economy's rate of contraction may have stabilized during the first quarter, policymakers remain deeply concerned about the potential for deflation and a prolonged period of stagnation. The Fed recently extended through October 2009 its Commercial Paper Funding Facility (CPFF) that was due to expire in April. Though conditions in the commercial paper market have improved dramatically since last fall, the Fed was not inclined to reduce its extraordinary level of support for this key source of corporate funding at this time. The central bank is likely to remain similarly accommodative with regard to other lending facilities it has created in recent months in its attempt to maintain liquidity. Please be assured that we will continue to monitor developments closely during this period of high anxiety in financial markets and that capital preservation remains our highest priority.

## ANNOUNCEMENTS

### New Participants

We would like to recognize and welcome the following entities who joined the TexPool/TexPool Prime program in February 2009:

1. Williamson County MUD No. 15
2. Fort Bend County LID No. 12
3. Paseo del Este MUD No. 1
4. City of Cleveland Economic Development Corporation
5. City of Waller
6. Boys Ranch ISD
7. Harris County MUD No. 373
8. Cooke County Appraisal District

### Announcement

We are pleased to offer TEXPOOL ACADEMY, a series of free on-line training courses that comply with the PFIA and will give you the opportunity to obtain your required hours through the convenience of the TexPool website. Please contact TexPool Participant Services at 1-866-839-7665 if you have any questions or need assistance.

### Coming Soon

TexPool Vendor Payment, watch for details on [www.texpool.com](http://www.texpool.com).



## TexPool

### PORTFOLIO ASSET SUMMARY AS OF February 28, 2009

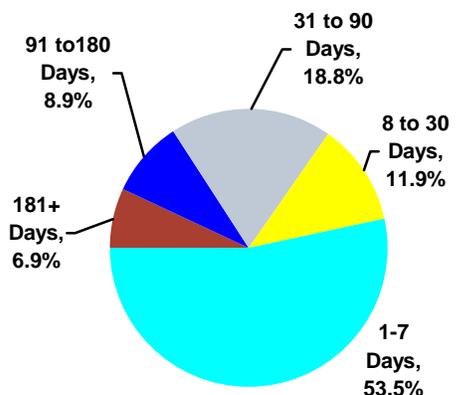
	<i>Book Value</i>	<i>Market Value</i>
Uninvested Balance	\$(86.71)	\$(86.71)
Accrual of Interest Income	18,749,614.89	18,749,614.89
Interest and Management Fees Payable	(11,702,565.28)	(11,702,565.28)
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	11,987,242,000.00	11,987,199,410.00
Mutual Fund Investments	0.00	0.00
Government Securities	9,915,382,426.32	9,923,768,374.75
U.S. Treasury Bills	198,860,250.00	198,941,600.00
<b>Total</b>	<b>\$22,108,531,639.22</b>	<b>\$22,116,956,347.65</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investors and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

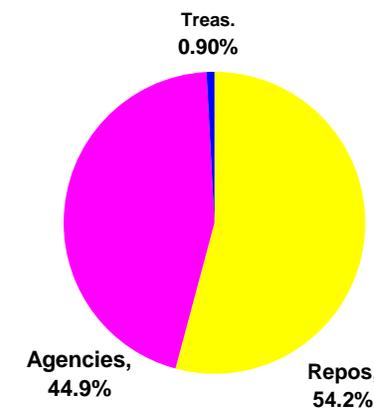
### DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
02/01	0.7500%	0.000020547	\$21,824,903,900.06	1.00063	33	61
02/02	0.7093%	0.000019433	\$22,031,025,491.02	1.00063	31	60
02/03	0.6992%	0.000019156	\$22,421,473,192.87	1.00058	31	59
02/04	0.6951%	0.000019045	\$22,742,378,647.17	1.00052	32	60
02/05	0.7105%	0.000019465	\$23,139,804,227.12	1.00047	32	62
02/06	0.6818%	0.000018679	\$23,307,736,441.93	1.00045	33	63
02/07	0.6818%	0.000018679	\$23,307,736,441.93	1.00045	33	63
02/08	0.6818%	0.000018679	\$23,307,736,441.93	1.00045	33	63
02/09	0.6814%	0.000018668	\$23,383,402,065.32	1.00045	30	60
02/10	0.6768%	0.000018543	\$23,466,594,843.41	1.00045	31	59
02/11	0.6891%	0.000018880	\$23,570,495,700.12	1.00042	38	67
02/12	0.6971%	0.000019098	\$23,356,093,934.47	1.00041	38	67
02/13	0.7311%	0.000020029	\$22,854,745,695.46	1.00041	42	71
02/14	0.7311%	0.000020029	\$22,854,745,695.46	1.00041	42	71
02/15	0.7311%	0.000020029	\$22,854,745,695.46	1.00041	42	71
02/16	0.7311%	0.000020029	\$22,854,745,695.46	1.00041	42	71
02/17	0.6769%	0.000018544	\$22,897,825,850.73	1.00043	38	67
02/18	0.6385%	0.000017493	\$22,770,732,194.92	1.00043	40	67
02/19	0.6273%	0.000017187	\$22,845,323,272.34	1.00045	40	67
02/20	0.6275%	0.000017193	\$22,749,089,465.97	1.00044	43	74
02/21	0.6275%	0.000017193	\$22,749,089,465.97	1.00044	43	74
02/22	0.6275%	0.000017193	\$22,749,089,465.97	1.00044	43	74
02/23	0.5843%	0.000016007	\$22,801,483,982.60	1.00043	41	71
02/24	0.5960%	0.000016328	\$22,701,565,869.53	1.00035	41	71
02/25	0.6017%	0.000016485	\$22,565,772,869.40	1.00036	44	75
02/26	0.6169%	0.000016902	\$22,421,547,760.89	1.00038	43	74
02/27	0.6153%	0.000016857	\$22,108,531,639.22	1.00038	44	75
02/28	0.6153%	0.000016857	\$22,108,531,639.22	1.00038	44	75
Averages	0.6690%	0.000018330	\$22,812,390,985.21		38	68

Portfolio By Maturity  
As of February 28, 2009



Portfolio By Type of Investment  
As of February 28, 2009



	Number of Participants	Balance
School District	551	\$8,113,387,146.51
Higher Education	53	\$2,514,172,081.47
Health Care	81	\$1,298,278,485.94
Utility District	660	\$2,119,198,326.53
City	427	\$5,760,726,271.29
County	169	\$1,872,839,757.71
Other	225	\$429,929,931.00

#### 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 February 28, 2009

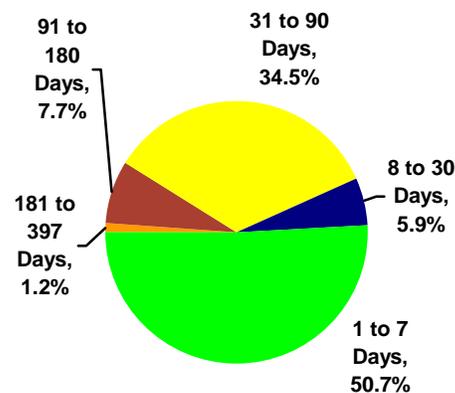
	Book Value	Market Value
Uninvested Balance	\$156.67	\$156.67
Accrual of Interest Income	697,183.07	697,183.07
Interest and Management Fees Payable	(1,569,169.87)	(1,569,169.87)
Payable for Investments Purchased	0.00	0.00
Repurchase Agreements	673,429,000.00	673,429,000.00
Mutual Fund Investments	0.00	0.00
Government Securities	206,504,988.68	207,123,580.00
Commercial Paper	1,217,653,251.65	1,217,438,745.00
Bank Instruments	0.00	0.00
Variable Rate Note	0.00	0.00
<b>Total</b>	<b>\$2,096,715,410.20</b>	<b>\$2,097,119,494.87</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investors and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.

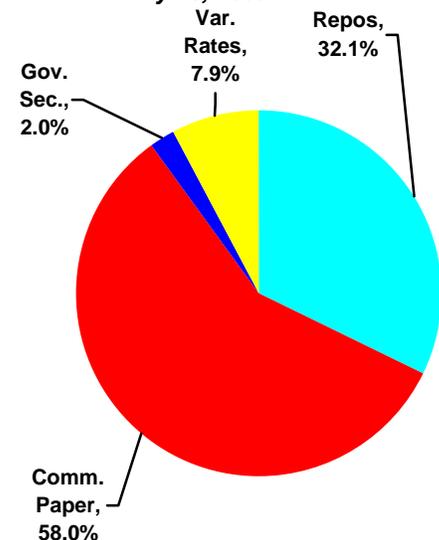
### DAILY SUMMARY

Date	Money Mkt Fund Equiv (SEC Std.)	Daily Allocation Factor	TexPool Invested Balance	Market Value Per Share	WAM Days (1)	WAM Days (2)
02/01	1.1150%	0.000038446	\$1,813,954,603.71	1.00072	30	62
02/02	1.1085%	0.000037089	\$1,838,697,639.04	1.00069	27	59
02/03	1.0787%	0.000037089	\$1,880,696,836.69	1.00063	27	57
02/04	1.0742%	0.000037089	\$1,906,911,139.06	1.00051	27	57
02/05	1.1090%	0.000035911	\$1,979,163,323.30	1.00048	28	57
02/06	0.9939%	0.000035180	\$2,018,775,759.32	1.00042	31	59
02/07	0.9939%	0.000034656	\$2,018,775,759.32	1.00042	31	59
02/08	0.9939%	0.000033180	\$2,018,775,759.32	1.00042	31	59
02/09	0.9491%	0.000033427	\$2,111,881,058.44	1.00040	28	55
02/10	0.9545%	0.000033427	\$2,135,015,682.46	1.00043	34	60
02/11	1.0013%	0.000033427	\$2,156,625,197.95	1.00039	36	62
02/12	1.0065%	0.000033042	\$2,165,233,774.85	1.00036	38	64
02/13	1.0479%	0.000030710	\$2,118,009,508.83	1.00024	39	66
02/14	1.0479%	0.000032799	\$2,118,009,508.83	1.00024	39	66
02/15	1.0479%	0.000032247	\$2,118,009,508.83	1.00024	39	66
02/16	1.0479%	0.000033190	\$2,118,009,508.83	1.00024	39	66
02/17	0.9686%	0.000033190	\$2,088,059,498.64	1.00031	36	63
02/18	0.9362%	0.000033190	\$2,116,321,902.10	1.00028	35	62
02/19	0.9397%	0.000033190	\$2,102,986,908.22	1.00029	35	61
02/20	0.9397%	0.000032316	\$2,118,454,381.94	1.00024	34	61
02/21	0.9397%	0.000031462	\$2,118,454,381.94	1.00024	34	61
02/22	0.9397%	0.000032730	\$2,118,454,381.94	1.00024	34	61
02/23	0.9271%	0.000032042	\$2,113,676,286.92	1.00029	32	59
02/24	0.9263%	0.000032042	\$2,096,732,186.36	1.00028	31	58
02/25	0.9652%	0.000032042	\$2,091,128,670.43	1.00027	37	64
02/26	0.9842%	0.000030828	\$2,077,482,238.94	1.00023	37	64
02/27	0.8996%	0.000030033	\$2,096,715,410.20	1.00019	37	64
02/28	0.8996%	0.000030855	\$2,096,715,410.20	1.00019	37	64
Averages	0.9941%	0.000027237	\$2,062,561,650.95		34	61

Portfolio By Maturity  
As of February 28, 2009



Portfolio By Type of Investment  
As of February 28, 2009



	Number of Participants	Balance
School District	56	\$1,518,568,069.70
Higher Education	4	\$24,764,930.91
Health Care	6	\$64,579,171.81
Utility District	3	\$168,228,992.71
City	17	\$100,635,991.90
County	10	\$219,778,049.96
Other	6	\$166,516.91

\*(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.

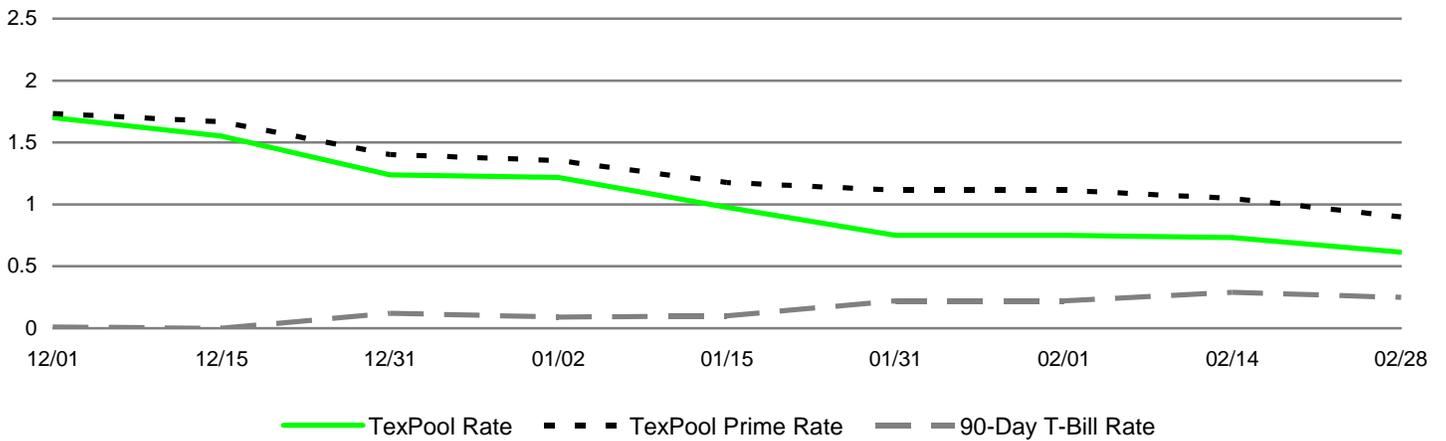


# TEXPOOL

THE TEXAS INVESTMENT SERVICE FOR PUBLIC FUNDS

TexPool Participant Services  
1001 Texas Ave. 14th Floor  
Houston, TX 77002

## TEXPOOL & TEXPOOL PRIME VS. 90-DAY TREASURY BILL



### TexPool Advisory Board Members

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**Additional information regarding TexPool is available upon request:**

www.texpool.com • 1-866-839-7665 (1-888-TEX-POOL) • Fax: 866-839-3291



## Monthly Newsletter - February 2009

### Performance

#### As of February 28, 2009

Current Invested Balance	\$6,132,498,993.34
Weighted Average Maturity (1)	50 Days
Weighted Average Maturity (2)	73 Days
Net Asset Value	1.000402
Total Number of Participants	670
Management Fee on Invested Balance	0.05%*
Interest Distributed	\$3,511,913.55
Management Fee Collected	\$234,841.64
% of Portfolio Invested Beyond 1 Year	1.16%
Standard & Poor's Current Rating	AAAm

#### February Averages

Average Invested Balance	\$6,058,555,992.49
Average Monthly Yield, on a simple basis	0.7053%
Average Weighted Average Maturity (1)*	48 Days
Average Weighted Average Maturity (2)*	72 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 February 2009:

★ City of College Station

★ Fort Worth Transportation Authority

★ City of Eastland

### Email Address Changes

Please communicate any email address changes to TexSTAR so we may update your account information. Monthly newsletters as well as holiday and early close notices are sent to participants by email and an old email address may prevent you from receiving these important messages. This information can be provided to TexSTAR by emailing us at [texstar@firstsw.com](mailto:texstar@firstsw.com), faxing the information to 214.953.8878 or calling TexSTAR Participant Services at 1.800.839.7827.

### Economic Commentary

Favorable economic news is getting very scarce. The industrial sector is contracting at a rate rarely seen during recessions of the past fifty years. Confidence, both business and consumer, stands at or close to post-war lows. To make matters worse, the improvement in financial conditions seen between November and January has partly reversed: equity prices are making new lows, credit spreads are widening again, and importantly, the decline in mortgage rates has also stalled. All this has happened after a fourth quarter when GDP fell at a stunning -6.2% annual rate. Unfortunately, the policy response has been short of clarity and implementation so far. In labor markets, the news could hardly have been much worse. Continuing claims have exceeded five million for the first time in history. The unemployment rate rose to 7.6% in January from 7.2% in December. The housing decline, even at this advanced stage, has gathered additional momentum. In a backdrop of record high affordability, the declines in home sales are remarkable and underscore a key adverse psychology that has beset housing: demand is being postponed by expectations of lower future prices. The only potential silver lining has been in consumer spending data. Up 0.4%, real consumer spending posted the first increase in six months this January.

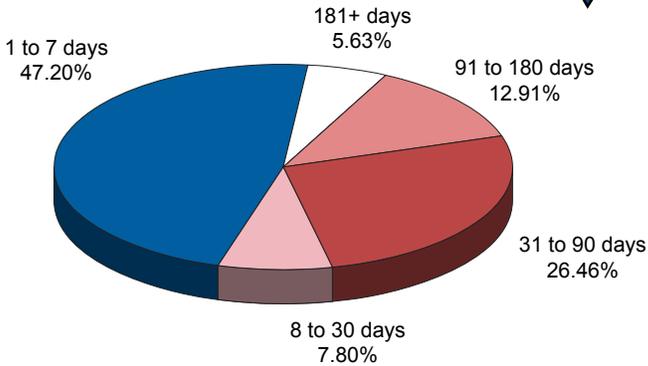
In essence, we are in a recession matching the depths of 1980 and 1974-75. On monetary policy, the efficacy of the Fed's focus on both balance sheet expansion and change in the composition of the balance sheet toward risky assets will determine how quickly financial conditions can ease. Fiscal stimulus is also key. The package enacted is quite front-loaded and should boost second and third quarter growth by around 2%-3% at an annual rate. The combination of fiscal stimulus, reduced inventory cutbacks, and slightly easier financial conditions should gradually restore growth into positive territory in the second half of 2009 after a large contraction in the first half of the year. However, only tepid below-trend growth of just over 1% is expected, low enough that the unemployment rate will keep rising. Moreover, there remains much downside risk. In particular, some recovery in confidence is crucial for fiscal and monetary policy to work. Right now the economy is stuck in a vicious cycle of low confidence begetting low activity—hiring and capital spending for businesses; consumer spending and housing for households—which begets still lower confidence. This cycle has to be broken.

This information is an excerpt from an economic report dated February 2009 provided to TexSTAR by JP Morgan Asset Management, Inc., the investment manager of the TexSTAR pool.

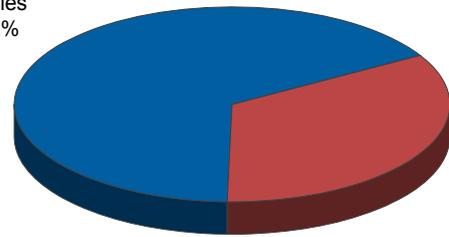
**For more information about TexSTAR, please visit our web site at [www.texstar.org](http://www.texstar.org).**

# Information at a Glance

## Portfolio by Type of Investment As of February 28, 2009



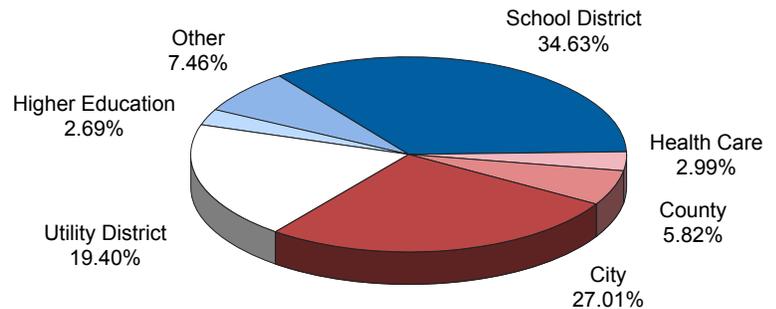
Agencies  
66.32%



Repurchase Agreements  
33.68%

## Portfolio by Maturity As of February 28, 2009

## Distribution of Participants by Type As of February 28, 2009



# Performance

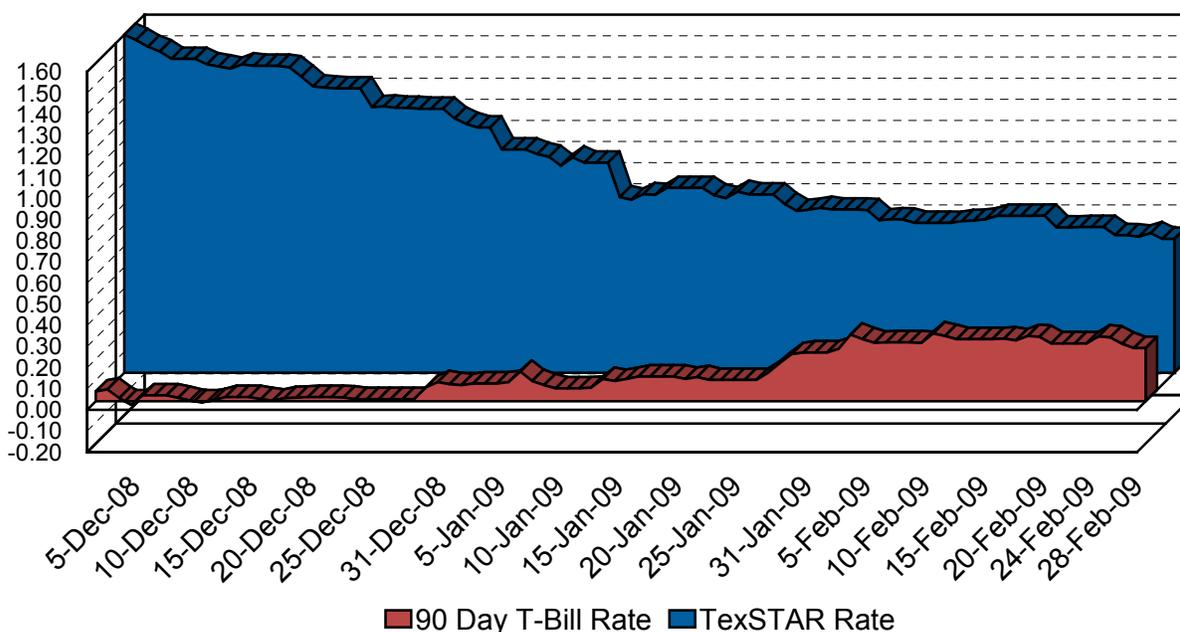
Month	Average Rate	Book Value	Market Value	Net Asset Value	WAM (1)*	WAM (2)*	Number of Participants
Feb 09	0.7053%	\$ 6,132,498,993.34	\$ 6,134,995,172.40	1.000402	48	72	670
Jan 09	0.9005%	5,676,377,612.45	5,680,297,695.81	1.000683	50	78	667
Dec 08	1.3793%	4,993,884,782.18	4,999,322,863.96	1.001075	48	81	664
Nov 08	1.5651%	4,516,705,034.64	4,520,414,835.22	1.000821	37	76	663
Oct 08	1.7825%	4,653,785,653.26	4,652,712,677.18	0.999727	39	82	659
Sep 08	2.2986%	5,252,346,054.07	5,248,471,023.31	0.999262	34	81	650
Aug 08	2.2120%	4,936,314,476.42	4,933,265,676.60	0.999370	36	87	647
Jul 08	2.1874%	5,328,247,286.85	5,325,742,811.75	0.999529	30	84	643
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

## Portfolio Asset Summary as of February 28, 2009

	Book Value	Market Value
Uninvested Balance	\$ 599.04	\$ 599.04
Accrual of Interest Income	7,011,169.46	7,011,169.46
Interest and Management Fees Payable	(3,573,836.51)	(3,573,836.51)
Payable for Investment Purchased	0.00	0.00
Repurchase Agreements	2,064,419,000.00	2,064,419,000.00
Government Securities	4,064,642,061.35	4,067,138,240.41
<b>Total</b>	<b>\$ 6,132,498,993.34</b>	<b>\$ 6,134,995,172.40</b>

Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by J.P. Morgan Chase & Co. and the assets are safekept in a separate custodial account at the Federal Reserve Bank in the name of TexSTAR. The only source of payment to the Participants are the assets of TexSTAR. There is no secondary source of payment for the pool such as insurance or guarantee. Should you require a copy of the portfolio, please contact TexSTAR Participant Services.

# TexSTAR versus 90-Day Treasury Bill



This material is for information purposes only. This information does not represent an offer to buy or sell a security. The above rate information is obtained from sources that are believed to be reliable; however, its accuracy or completeness may be subject to change. The TexSTAR management fee may be waived in full or in part at the discretion of the TexSTAR co-administrators and the TexSTAR rate for the period shown reflects waiver of fees. This table represents investment performance/return to the customer, net of fees, and is not an indication of future performance. An investment in the security is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Although the issuer seeks to preserve the value of an investment at \$1.00 per share, it is possible to lose money by investing in the security. Information about these and other program details are in the fund's Information Statement which should be read carefully before investing. The yield on the 90-Day Treasury Bill ("T-Bill Yield") is shown for comparative purposes only. When comparing the investment returns of the TexSTAR pool to the T-Bill Yield, you should know that the TexSTAR pool consist of allocations of specific diversified securities as detailed in the respective Information Statements. The T-Bill Yield is taken from Bloomberg Finance L.P. and represents the daily closing yield on the then current 90-day T-Bill.

## Daily Summary for February 2009

Date	Mny Mkt Fund Equiv. [SEC Std.]	Daily Allocation Factor	TexSTAR Invested Balance	Market Value Per Share	WAM Days (1)*	WAM Days (2)*
1-Feb-09	0.7724%	0.0000211620	5,676,377,612.45	1.000683	47	73
2-Feb-09	0.7689%	0.0000210650	5,785,155,955.59	1.000658	46	71
3-Feb-09	0.7212%	0.0000197590	5,924,483,347.86	1.000637	45	71
4-Feb-09	0.7264%	0.0000199000	5,979,352,784.35	1.000591	45	70
5-Feb-09	0.7248%	0.0000198580	6,078,758,615.16	1.000555	44	69
6-Feb-09	0.7096%	0.0000194400	6,121,825,346.29	1.000509	45	69
7-Feb-09	0.7096%	0.0000194400	6,121,825,346.29	1.000509	45	69
8-Feb-09	0.7096%	0.0000194400	6,121,825,346.29	1.000509	45	69
9-Feb-09	0.7090%	0.0000194260	6,213,795,081.45	1.000514	45	69
10-Feb-09	0.7178%	0.0000196660	6,208,876,589.70	1.000498	48	72
11-Feb-09	0.7195%	0.0000197120	6,237,413,780.48	1.000485	48	71
12-Feb-09	0.7259%	0.0000198890	6,225,138,015.95	1.000480	48	71
13-Feb-09	0.7426%	0.0000203450	6,103,348,333.02	1.000492	47	70
14-Feb-09	0.7426%	0.0000203450	6,103,348,333.02	1.000492	47	70
15-Feb-09	0.7426%	0.0000203450	6,103,348,333.02	1.000492	47	70
16-Feb-09	0.7426%	0.0000203450	6,103,348,333.02	1.000492	47	70
17-Feb-09	0.7437%	0.0000203750	6,100,176,528.94	1.000506	46	69
18-Feb-09	0.6880%	0.0000188490	6,063,829,792.87	1.000514	48	71
19-Feb-09	0.6871%	0.0000188240	5,988,168,795.48	1.000547	49	72
20-Feb-09	0.6901%	0.0000189080	5,964,582,466.18	1.000531	50	74
21-Feb-09	0.6901%	0.0000189080	5,964,582,466.18	1.000531	50	74
22-Feb-09	0.6901%	0.0000189080	5,964,582,466.18	1.000531	50	74
23-Feb-09	0.6517%	0.0000178550	5,993,643,315.50	1.000522	51	75
24-Feb-09	0.6504%	0.0000178180	6,014,042,746.04	1.000403	52	76
25-Feb-09	0.6441%	0.0000176460	6,074,732,976.11	1.000384	51	74
26-Feb-09	0.6606%	0.0000180990	6,138,007,095.56	1.000452	52	74
27-Feb-09	0.6336%	0.0000173600	6,132,498,993.34	1.000402	50	73
28-Feb-09	0.6336%	0.0000173600	6,132,498,993.34	1.000402	50	73
Average	0.7053%	0.000019323	6,058,555,992.49		48	72

TexSTAR Participant Services  
First Southwest Asset Management, Inc.  
325 North St. Paul Street, Suite 800  
Dallas, Texas 75201



## **TexSTAR Board Members**

<i>William Chapman</i>	<i>Central Texas Regional Mobility Authority</i>	<i>Governing Board President</i>
<i>Nell Lange</i>	<i>City of Frisco</i>	<i>Governing Board Vice President</i>
<i>Melinda Garrett</i>	<i>Houston ISD</i>	<i>Governing Board Treasurer</i>
<i>Michael Bartolotta</i>	<i>First Southwest Company</i>	<i>Governing Board Secretary</i>
<i>Will Williams</i>	<i>JP Morgan Chase</i>	<i>Governing Board Asst. Sec./Treas.</i>
<i>Hardy Browder</i>	<i>City of Cedar Hill</i>	<i>Advisory Board</i>
<i>Oscar Cardenas</i>	<i>Northside ISD</i>	<i>Advisory Board</i>
<i>Scott Christensen</i>	<i>Reid Road MUD No. 1</i>	<i>Advisory Board</i>
<i>Ramiro Flores</i>	<i>Harlingen CISD</i>	<i>Advisory Board</i>
<i>Stephen Fortenberry</i>	<i>McKinney ISD</i>	<i>Advisory Board</i>
<i>Monte Mercer</i>	<i>North Central TX Council of Government</i>	<i>Advisory Board</i>
<i>Len Santow</i>	<i>Griggs &amp; Santow</i>	<i>Advisory Board</i>
<i>S. Renee Tidwell</i>	<i>Tarrant County</i>	<i>Advisory Board</i>

**For more information contact TexSTAR Participant Services ★ 1-800-TEX-STAR ★ [www.texstar.org](http://www.texstar.org)**



# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. G-4

Contact – Wesley Wright, P.E., City Engineer, 547-0751  
wwright@ci.copperas-cove.tx.us

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**SUBJECT: Capital Improvement Projects Update.**

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**1. BACKGROUND/HISTORY**

Attached is a Capital Improvement Projects update. The previous update was delivered to Council on March 3, 2009.

**2. FINDINGS/CURRENT ACTIVITY**

None.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

None.



City of Copperas Cove

**CAPITAL IMPROVEMENT PROJECTS  
APRIL 2009**

# East Pump Station

- 500,000 Gallon Water Tank
- Pumping Station
- Projected cost = \$1.4 Million dollars
- Currently Operational
- Final Adjustments Ongoing
- Ribbon Cutting Ceremony Planned for April 2009

# East Pump Station

500,000 Gallon Concrete Tank & Pump Station



# Turkey Run Pump Station

- Bid Awarded August 19, 2008
- Project Cost: \$1.6 Million
- New concrete pad for 3 pumps
  - Currently Under Construction
- Complete Service of Existing Pumps
  - Expected to Begin July 2009
- Beginning of Northwest Water Loop
  - 30” water line (Pump Station to Wolfe Road) – Completed
- Add 1 New Pump
  - Expected Delivery July 2009

# Turkey Run Facility Under Construction



# Golf Course Effluent Project

- The Project is nearing completion - the basin, pumps, and course irrigation system is installed and tested.
- Project projected cost: \$310,000.
- Final coordination between golf course irrigation system and treatment plant controls is currently taking place.

# Golf Course Effluent Project Pump Station



# Hughes Mountain Tank Rehabilitation

- Repairs and Maintenance: \$257,500
- Repaint inside and outside
- Awarded September 2, 2008
  - Rehab started: November 1, 2008
  - Rehab completed: February 15, 2009
- Project 100% Completed
  - Tank is now back online

# Hughes Mountain Tank Completed



# Summers Road

- Contract Awarded November 3, 2008
  - Cost: \$1,226,435.65
  - Construction began in January 2009
- FM 1113 to Lutheran Church Road
  - Widening of roadway from 18' to 40'
  - 3 - 12' lanes
  - one lane each way with dedicated center turn lane
- Drainage Improvements
  - curb and gutter
  - culvert improvements

# Summers Road

- Crews are currently working on the drainage structures and roadway base.
- Culvert construction is currently approximately 50% complete.
- Roadway construction is currently approximately 20% complete.
- The current estimated completion is Summer 2009.

# Summers Road Under Construction



# Summers Road Under Construction



# Grimes Crossing

- Awarded November 3, 2008 as an Alternate to the Summers Road Contract
- Project Cost: \$124,538.75
- Remove substandard pavement section
  - Provide a full 24' pavement width
  - Replace with 6" compacted base & 2" asphalt
- Resurfacing totally completed on December 19, 2008

# Grimes Crossing Completed



# South Plant Clarifier

- Design Completed
- Bid Award to Council on April 7, 2009
- Completely retrofit the west clarifier
- Estimated cost \$410k

# South Plant Clarifier



# Utility Relocation-Reliever Route

- Relocate city sewer/water lines to accommodate South Bypass.
- TxDOT final alignment is set, waiting on final construction plans.
- Estimated cost: \$900,000
  - Will be bid as part of TxDOT's roadway project

# Bradford Drive Extension

- This is a joint effort between TxDOT, BNSF Railroad, and the City to improve the existing railroad crossing into Bradford Oaks Estates.
- This project will close the railroad crossing at Olive Street and create a new, safer crossing at Bradford Drive and FM 1113.
- We are currently working to determine the best alignment for the extension. Once set, right-of-way acquisition process will begin.
- Estimated project cost = \$250,000

# Bradford Drive Extension Existing Crossing at Olive St.



# Future Capital Improvements Projects

- Northeast & Southeast Bypass
  - TxDOT 30% plan revisions are underway
- Fire Station #2 relocation
  - Site selection, property acquisition underway
- Lutheran Church Road
  - Bond approved in Nov. 2008
  - Design expected to begin in 2009
  - Construction expected to begin 2010
- CDBG-4<sup>th</sup> Year Sewer Improvements
  - Design completed, bid opening March 31, 2009
- Water line upgrade-9<sup>th</sup>, 11<sup>th</sup>, 13<sup>th</sup>, 15<sup>th</sup> Streets
  - Waiting for grant approval

# Future Capital Improvements Projects

continued

- Eastside water/sewer
  - City driven project, design contract to Council on April 7, 2009
- Eastside street improvements
  - EDC driven project, Constitution currently under design
- 25<sup>th</sup>-31<sup>st</sup> Street Drainage Improvements
  - Approximately \$560,000 Hazardous Mitigation Government Program grant awarded from ORCA/FEMA
  - Design contract will be presented to Council in 2009
- Mesa Verde II and III water improvements
  - 380 Agreement canceled by Council on March 3, 2009
  - City may consider funding through Five-Year Capital Improvement Program
- Valley at Great Hills water project
  - Developer driven project, currently on hold

# Future Capital Improvements Projects

continued

- Taylor Mountain Tank Rehab
  - Design completed, expected to bid in 2010
- Northwest Water Loop
  - Continuation of 30" water line leaving Turkey Run Pump Station
- Long Mountain tank rehabilitation
  - Future rehab, design has not begun
- Water Model Improvements Phase I (continued)
  - Micken Mtn. Tank and Seven Mile Tank Rehabs
- Additional Clarifier Improvements
  - South Plant (East Clarifier)
  - Northwest Plant (2 Round Clarifiers)



# City of Copperas Cove

**CAPITAL IMPROVEMENT PROJECTS  
APRIL 2009**

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item No. G-5

Contact – Tim Molnes, Police Chief, 547-4274  
tmolnes@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on a Resolution authorizing and supporting the City Manager in the submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for a COPS Hiring Recovery Program Grant.**

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#### 1. BACKGROUND/HISTORY

The Office of Community Oriented Policing Services (COPS), through the U.S. Department of Justice has announced the availability of funding under the COPS Hiring Recovery Program (CHRP). The COPS Office will receive the funds from the American Recovery and Reinvestment Act of 2009 to address the personnel needs of state, local, and tribal law enforcement.

#### 2. FINDINGS/CURRENT ACTIVITY

CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime prevention efforts.

Up to \$1 billion in grant funding will be available for the hiring and rehiring of additional career law enforcement officers.

There is no local match requirement for CHRP, but grant funding will be based on current entry-level salary and benefits packages; and therefore, any additional costs for higher salaries or benefits for particular individuals hired will be the responsibility of the City.

CHRP grants will provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions or for rehired officers who have been laid off, or are scheduled to be laid off on a future date, as a result of local budget cuts. The City would be responsible to furnish all uniforms and equipment for each officer approved by the grant when the position(s) is/are filled.

In addition, there is no cap on the number of positions an agency may request, but awards will be limited to available funding. Please be mindful of the initial 3-year grant period and the City's ability to fill the officer positions awarded, while following the Police Department's established hiring policies and procedures.

At the conclusion of federal funding (3 years), the City is required to retain all officer positions awarded for a period of 12 months. The additional officer positions should be added to the grantee's law enforcement budget with local funds, over and above the number of locally-funded officer positions that would have existed in the absence of the grant.

To apply for this grant, the City Council should approve a resolution indicating that they will comply with the requirements of the grant, indicate the number of officer(s) requested in the grant, and name a person to apply for and administer the grant on behalf of the City. Once the resolution is approved and signed, the grant application will be completed and filed with the U.S. Department of Justice for their review and approval/disapproval of the grant.

The grant application is due no later than April 14, 2009.

### **3. FINANCIAL IMPACT**

The current annual entry-level salary and benefit package for a Police Officer position is \$50,758. This is broken down as follows:

Salaries:	\$36,421.00
Social Security:	\$ 2,258.00
Medicare:	\$ 528.00
Health Insurance:	\$ 3,235.00
Life Insurance:	\$ 25.00
Vacation:	\$ 1,400.00
Sick Leave:	\$ 1,681.00
Retirement:	\$ 3,413.00
Worker's Comp:	\$ 911.00
Dental Insurance:	\$ 254.00
L/T Disability:	\$ 92.00
Shift Differential:	\$ 540.00

The current cost for employee physicals/testing, incentive, uniforms and equipment is \$7,580.00. This is broken down as follows:

Phys/Test:	\$ 720.00
Uniforms:	\$ 2,240.00
Equipment:	\$ 4,620.00

Our request would be for the approval by City Council for three (3) Police Officer positions through this grant.

If the grant is awarded, the initial cost to the City for the first year would be \$7,580.00 per Police Officer position with a total cost for three (3) positions at \$22,740.00. This cost includes employment physicals/testing, the purchasing of required uniforms and equipment.

The second year of the grant, this position would cost the City approximately \$725.00 for uniform replacement and \$48.00 for longevity for a total per position of \$773.00 with a total cost for three (3) positions at \$2,319.00.

The third year of the grant, this position would cost the City approximately \$725.00 for uniform replacement and \$96.00 for longevity for a total per position of \$821.00 with a total cost for three (3) positions at \$2,463.00.

After the third year of this grant, the City would be required to fully fund this position for a minimum of 12 months at an approximate cost of \$59,628.00 per position with a total cost for three (3) positions at \$178,884.00. It is possible that the City's employee benefits package (retirement and health package) could increase each year; however, these estimates include current levels.

The total cost to the City for the entire 3-year grant period, per position would be approximately \$27,522.00 or a total for all three (3) positions of approximately \$82,566.00.

The grant will provide \$480,045.00 for three (3) positions over a 3-year period.

The salaries proposed, as according to the Grant, have been reviewed by the City's Human Resources Director.

#### **4. ACTION OPTIONS/RECOMMENDATION**

City staff requests direction from the City Council on how to proceed with this item.

**RESOLUTION NO. 2009-15**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE A GRANT FROM TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS) FOR A COPS HIRING RECOVERY PROGRAM (CHRP) GRANT, AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS).**

**WHEREAS**, the Office of Community Oriented Policing Services (COPS) through the U.S. Department of Justice is authorized to administer the COPS Hiring Recovery Program (CHRP) grant for the purpose of providing funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime prevention efforts; and

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

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

**SECTION 1.**

That the City of Copperas Cove is authorized to request grant funding in the approximate amount of \$480,045.00 from the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) for a COPS Hiring Recovery Program (CHRP) grant. At the conclusion of federal funding (3 years), the City is required to retain all officer positions awarded for a period of 12 months.

**SECTION 2.**

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

**SECTION 3.**

That the City of Copperas Cove will comply with the grant requirements of the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) and the State of Texas.

**SECTION 4.**

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

**SECTION 5.**

That the City of Copperas Cove, in the event of loss or misuse of the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS), COPS Hiring Recovery Program (CHRP) grant, will reimburse the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS) the full amount of the City's portion of the grant award.

**PASSED, APPROVED, AND ADOPTED** on this 7th day of April 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Zech, City Attorney



**U.S. Department of Justice**  
Office of Community Oriented Policing Services (COPS)

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*Office of the Director*  
1100 Vermont Avenue, N.W.  
Washington, DC 20530

March 9, 2009

Dear Colleague,

On February 17, 2009, the Office of Community Oriented Policing Services (COPS Office) announced the availability of funding under the COPS Hiring Recovery Program (CHRP). To remind you of this important opportunity, the COPS Office will receive the funds from the American Recovery and Reinvestment Act of 2009 to address the sworn officer personnel needs of state, local, and tribal law enforcement. Application materials are scheduled to be available as of March 16, 2009, and applications will be accepted during a four-week timeframe.

CHRP is a competitive grant program that provides funding directly to law enforcement agencies having primary law enforcement authority to create and preserve jobs and to increase their community policing capacity and crime-prevention efforts. Up to \$1 billion in grant funding will be available for the hiring and rehiring of additional career law enforcement officers. There is no local match requirement for CHRP, but grant funding will be based on current entry-level salary and benefits packages, and therefore any additional costs for higher salaries or benefits for particular individuals hired will be the responsibility of the grantee agency.

CHRP grants will provide 100 percent funding for approved entry-level salaries and benefits for 3 years (36 months) for newly-hired, full-time sworn officer positions (including filling existing unfunded vacancies) or for rehired officers who have been laid off, or are scheduled to be laid off on a future date, as a result of local budget cuts. In addition, there is no cap on the number of positions an agency may request, but awards will be limited to available funding.

Grantees must retain all sworn officer positions awarded under the CHRP grant for a period of one year (12 months) following the conclusion of grant funding. The retained CHRP-funded position(s) should be added to the grantee's law enforcement budget with state and/or local funds, over and above the number of locally-funded positions that would have existed in the absence of the grant.

In evaluating how many positions to request, please be mindful of the initial 3-year grant period and your agency's ability to fill the officer positions awarded, as well as to retain the additional positions for 12 months following the conclusion of the grant, while following your agency's established hiring policies and procedures.

Applications for CHRP grants will be accepted only online through the COPS Office web site: [www.cops.usdoj.gov](http://www.cops.usdoj.gov). The online application materials are scheduled to be available before the end of March, but in the interim, the COPS Office wants to ensure that your agency has sufficient time to complete all required pre-application steps before the solicitation opens. Thousands of law enforcement agencies have already visited the COPS Office web site to establish or update their online account through the "Account Access" feature, and to review important information regarding CHRP eligibility, details on application procedures, the COPS nonsupplanting requirement, and other frequently asked questions regarding the program.

You will receive another e-mail from the COPS Office notifying you once the online CHRP solicitation is available, and please check our web site frequently for additional program updates. The COPS Office looks forward to working with the law enforcement agencies that apply under this program and will provide technical assistance to applicants during the solicitation process, as requested. For more information, please visit the COPS Office web site at [www.cops.usdoj.gov](http://www.cops.usdoj.gov), or call the COPS Office Response Center at 1.800.421.6770.

Sincerely,

A handwritten signature in black ink, appearing to read 'TJ Quinn', written in a cursive style.

Timothy J. Quinn  
Acting Director

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item No. G-6

Contact – Eddie Wilson, Police Lieutenant, 547-4274  
ewilson@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on a Resolution authorizing and supporting the City Manager in the submission of a grant application to the Texas Department of Transportation, Texas Traffic Safety Program for a Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Mobilization grant.**

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#### 1. BACKGROUND/HISTORY

The Texas Department of Transportation, Texas Traffic Safety Program is administering a Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) grant program to increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Memorial Day Holiday period. This will be done using site surveys, education and media activities, and officer contact with citizens. The grant consists of a pre-survey to determine need, enforcement blitz, post-survey to determine results, and a media campaign. The City must maintain records, compile statistics, and then submit this information to the Texas Department of Transportation. The City has previously received similar grants under this program. All of these grants provided funds for overtime hours for speed and occupant restraint enforcement.

#### 2. FINDINGS/CURRENT ACTIVITY

The Police Department conducts occupant enforcement in the normal course of duty. Statistics from site surveys, which were recently conducted, indicate an undesirable rate of non-compliance in the area of occupant restraint compliance. Additional enforcement is needed to obtain compliance; and therefore, to obtain a higher level of safety for citizens. The Texas Department of Transportation, Texas Traffic Safety Program is designed to fund police departments for overtime hours of officers up to the rank of Lieutenant during enforcement.

#### 3. FINANCIAL IMPACT

There is no match requirement for this grant.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve Resolution No. 2009-17, authorizing and supporting the City Manager in the submission of a grant application to the Texas Department of Transportation, Texas Traffic Safety Program for a Selective Traffic Enforcement Program (STEP) Click It or Ticket (CIOT) Mobilization grant up to the amount of \$8,000.

**RESOLUTION NO. 2009-17**

**A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION, TEXAS TRAFFIC SAFETY PROGRAM FOR A SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) CLICK IT OR TICKET (CIOT) MOBILIZATION GRANT ENABLING THE CITY OF COPPERAS COVE POLICE DEPARTMENT TO INCREASE THE OCCUPANT RESTRAINT USE IN VEHICLES AND TRUCKS.**

**WHEREAS,** the Texas Department of Transportation, Texas Traffic Safety Program has STEP-CIOT grant funds available to counties and municipalities to be used by local law enforcement agencies to increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Memorial Day Holiday period; and

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

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

**SECTION 1.**

That the City of Copperas Cove is authorized to request grant funding in the approximate amount of \$8,000 from the Texas Department of Transportation, Texas Traffic Safety Program for the purpose of increasing occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Memorial Day Holiday period. There are no matching funds required of the City for this grant.

**SECTION 2.**

That Lt. Eddie Wilson will act on behalf of the City of Copperas Cove and the Copperas Cove Police Department in all matters related to the grant application and any subsequent grant contract and grant project that may result.

**SECTION 3.**

That the City of Copperas Cove will comply with the grant requirements of the Texas Department of Transportation, Texas Traffic Safety Program and the State of Texas.

**SECTION 4.**

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

**SECTION 5.**

That any activities will comply with and support the Texas Department of Transportation, Texas Highway Traffic Safety Program for the geographical area in which the activities are performed.

**PASSED, APPROVED, AND ADOPTED** on this 7th day of April 2009 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.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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Charles E. Zech, City Attorney

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item No. G-7

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

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**SUBJECT: Consideration and action on a Resolution adopting the investment policy of the City of Copperas Cove.**

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#### 1. BACKGROUND/HISTORY

According to the Texas Government Code, Chapter 2256, also known as the “Public Funds Investment Act”, the City Council is required to review and adopt, by resolution, a formal investment policy on an annual basis. Additionally, the Public Funds Investment Act requires that the chief financial officer and the investment officer attend an approved training course every two years. The training course must provide at least 10 hours of training.

#### 2. FINDINGS/CURRENT ACTIVITY

The attached policy may be updated at anytime during the year, but must be updated annually to satisfy the statutory requirements of the Texas Government Code, 2256.005(e), which states, *“The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.”*

The following changes to the investment policy are being recommended.

- 1) Updated City Staff titles to agree with the Personnel Policy. Specifically changed Senior Accountant to Project Accountant.
- 2) Added new tax note issuances to the capital projects fund list.
- 3) Removed the procedures within Section III, Investment Committee due to this not being required in the, Government Code, Public Funds Investment Act and it is difficult to achieve a quorum when any position that is part of the committee is vacant which has been the case over the past year.
- 4) Updated the annual report to be completed and presented within 120 days of the end of the fiscal year. This will allow time to

complete the year-end close process and get the final report to City Council.

5) Made a few other grammatical changes.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve Resolution No. 2009-18, adopting the Investment Policy of the City of Copperas Cove.

**RESOLUTION NO. 2009-18**

**A RESOLUTION ADOPTING THE INVESTMENT  
POLICY FOR THE CITY OF COPPERAS COVE,  
TEXAS.**

**WHEREAS**, Chapter 2256 of the Texas Government Code, commonly known as the “Public Funds Investment Act,” requires the City to adopt an investment policy by rule, order, ordinance, or resolution; and

**WHEREAS**, this investment policy and investment strategies must be approved annually; and

**WHEREAS**, this review is authorized by the Public Funds Investment Act; and

**WHEREAS**, the Public Funds Investment Act requires the treasurer; chief financial officer, if not the treasurer; and the investment officer of the city to attend investment training; and

**WHEREAS**, the attached investment policy complies with the Public Funds Investment Act, and authorizes the investment of City funds in safe and prudent investments.

**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 investment Policy attached hereto as “Exhibit A,” is hereby adopted as the investment policy of the City Effective April 7, 2009.

**PASSED, APPROVED, AND ADOPTED** on this 7th day of April 2009 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.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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Charles E. Zech, City Attorney

*CITY OF COPPERAS COVE, TEXAS*  
*INVESTMENT POLICY*



City of Copperas Cove

Revised  
April 7, 2009

**City of Copperas Cove, TX  
Investment Policy**

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## I. INVESTMENT AUTHORITY AND SCOPE OF POLICY

The investment policy applies to the investment activities of the Government of the City of Copperas Cove. It is the policy of the City of Copperas Cove to invest public funds in a manner, which will provide the highest investment return with the maximum security. This policy serves to satisfy the statutory requirements of Local Government Code 116.112 and Government Code Chapter 2256 to define and adopt a formal investment policy. This policy will be reviewed and adopted by resolution at least annually according to Section 2256.005(e).

Funds Included. All financial assets of all funds, of the City of Copperas Cove, including the General Fund, Water and Sewer Fund, Solid Waste Fund, the Capital Projects Funds, the Special Revenue Funds, the Debt Service Funds, and all other funds that may be created from time to time, and any funds held in custody by the Director of Financial Services, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City of Copperas Cove and any depository bank.

Funds Excluded. None.

## II. INVESTMENT OBJECTIVES

The primary objectives, in priority order, of the City of Copperas Cove's investment activities shall be:

Safety. Safety of principal is the foremost objective of the City of Copperas Cove. Investments of the City of Copperas Cove shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Liquidity. The City of Copperas Cove's investment portfolio will remain sufficiently liquid to enable the City of Copperas Cove to meet all operating requirements, which might be reasonably anticipated. Portfolio maturities will be structured to meet the obligations of the City first, and then to achieve the highest return of interest consistent with the objectives of this policy. When the City has funds that will not be needed to meet current-year obligations, maturity restraints will be imposed based upon the investment strategy for each fund. The City of Copperas Cove shall invest in instruments with scheduled maturity or duration not to exceed two (2) years at the time of purchase. In the event coupon security maturity exceeds the specified limit with a calculated duration of two (2) years, the instrument will satisfy this policy requirement. For pooled funds, the weighted maximum average dollar maturity shall be limited to a

maximum of ninety (90) days, with the maximum maturity for any individual security in the portfolio not exceeding thirteen (13) months.

Yield. It will be the objective of the City to earn the maximum rate of return allowed on its investments within the policies imposed by its safety and liquidity objectives, investment strategies for each fund, and state and federal law governing investment of public funds.

### **III. INVESTMENT COMMITTEE**

Members. The City of Copperas Cove Investment Committee will consist of the City Manager, Director of Financial Services, Assistant Director of Financial Services and Project Accountant. The Investment Committee shall receive quarterly reports, as outlined in this policy, and monitor the results and performance of the investment portfolio. The Investment Committee shall ratify all investments made by the Director of Financial Services. The Investment Committee shall select qualified independent accountants to perform an annual compliance audit of management controls on investments and adherence to the City's established investment policies in accordance with Gov. Code 2256.005(m). The results of such audit shall be presented to the Investment Committee in conjunction with the City's annual audit.

Scope. The Investment Committee shall include in its deliberations such topics: investment strategy, return on investments, market risk, economic outlook, portfolio diversification, maturity structure, potential risk to the City's fund, and authorized broker dealers.

### **IV. RESPONSIBILITY AND CONTROL**

Delegation. Authority to manage the City of Copperas Cove's investment program is derived from the City of Copperas Cove's Code of Ordinances, City Charter, Article VIII. Finance Administration, Sec. 8.01 (c) (7). Management responsibility for the investment program is hereby delegated to the Director of Financial Services. This person is responsible for all investment decisions and activities and shall be the City's investment officer. The Director of Financial Services may designate deputies to assist with the management of the investment portfolio. The Director of Financial Services shall be responsible for all transactions and compliance with the internal control, insure the safekeeping, custodial, and collateral duties, consistent with this investment policy.

Management and Internal Controls. The Director of Financial Services shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the independent auditor. The controls shall be designed to reasonably prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City of Copperas Cove. Dual control of all investment activities will consistently be maintained by the Director of Financial Services.

Transaction Authority. Certain signatory responsibilities are required to transact investments. Positions authorized as depository signatories shall be the City Manager and the Director of Financial Services.

The persons holding these positions are also designated as authorized to transact wire transfers, buy/sell, and trade investments in accord with the goals and objectives of the City's investment strategy.

Bonding of all those individuals authorized to place, purchase, or sell investment instruments shall be required.

Prudence. In accordance with Government Code 2256.006, investments shall be made with the exercise of due care, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety of their own capital as well as the probable income to be derived. Investment of funds shall be governed by the following investment objectives, in order of priority: preservation and safety of principal; liquidity; and yield. This investment principle shall be applied in the context of managing the overall investment portfolio.

The Director of Financial Services when acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price dangers, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. In determining whether the Director of Financial Services has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration: (1) the investment of all funds, or funds under the control of the City, over which the Director of Financial Services had responsibility rather than a consideration as to the prudence of a single investment; and (2) whether the investment decision was consistent with the written investment policy of the City.

Training, Quality and Capability of Investment Management. It is the City's policy to provide training as required by the Public Funds Act, Sec. 2256.008 and periodic training in investments for the Director of Financial Services and designated investment officers. Authorized officers will be required to complete 10 hours of training within 12 months of assuming duties. Training shall be provided

through courses and seminars offered by independent sources to ensure the quality, capability and competency of the Director of Financial Services and Investment Officers in making investment decisions. At a minimum, the Director of Financial Services and Investment Officers must attend a training session once every two years and receive 10 hours of training.

Monitoring of Investments. The City of Copperas Cove's investment strategy is active. Given this strategy, the basis used by the Director of Financial Services to determine whether market yields are being achieved shall be the six month U.S. Treasury Bill and the Average Fed Funds Rate. These rates may be obtained from the Wall Street Journal or other similar investment periodicals or journals.

## **V. ETHICS**

Conflicts of Interest. Officers and employees directly involved in the investment process, and those authorized as depository signatories, shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Disclosure. Such employees shall disclose to the City Manager any material financial interests they have in financial institutions that conduct business with the City of Copperas Cove, and shall further disclose any large personal financial or investment positions that could be related to the performance of the City's portfolio. Such employees shall subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchases and sales. If the Director of Financial Services has a personal business relationship with an entity--or is related within the second degree by affinity or consanguinity to an individual--seeking to sell an investment to the City, the Director of Financial Services must file a statement disclosing that personal business interest--or relationship with the Texas Ethics Commission in accordance with Government Code 2256.005 (i).

## **VI. REPORTING INVESTMENT EARNING EVALUATION**

Quarterly Reports. In accordance with Government Code 2256.023, not less than quarterly, the investment officer shall prepare and submit to the City Council a written report of investment transactions for all funds for the preceding reporting period within a reasonable time after the end of the period. The report must:

- (1) describe in detail the investment position of the City on the date of the report;
- (2) be prepared jointly by all investment officer(s);
- (3) be signed by each investment officer of the entity;

- (4) contain a summary statement of each pooled fund group that states the:
  - A. beginning market value for the reporting period;
  - B. additions and changes to the market value during the period; and
  - C. ending market value for the period;
  - D. fully accrued interest for the period
- (5) state the book value and market value of each separately invested asset at the beginning and end of the reporting period by the type of asset and fund type invested; market value shall be determined by reference to published prices in the Wall Street Journal or by reference to other commonly recognized source of market information.
- (6) state the maturity date of each separately invested asset that has a maturity date;
- (7) state the account or fund or pooled group fund in the city for which each individual investment was acquired; and
- (8) state the compliance of the investment portfolio of the City as it relates to:
  - A. the investment strategy expressed in the city's investment policy; and
  - B. relevant provisions of the Public Funds Investment Act.
- (9) state the total rate of return on the investment portfolio
- (10) the quarterly investment reports shall be reviewed by the City's independent auditors, as part of the City's annual audit and the result of this review shall be reported to the City Council.

Annual Report. Within 120 days of the end of the fiscal year, the Director of Financial Services shall present an annual report on the investment program activity. The annual report shall include 12-month performance information, and shall suggest improvements that might be made in the investment program.

Notification of Investment Changes. It shall be the duty of the Director of Financial Services to notify the City Council of any significant changes in current investment methods and procedures prior to their implementation, regardless of whether they are authorized by this policy or not.

## **VII. INVESTMENT TYPES**

Active Portfolio Management. The City intends to pursue an active vs. a passive portfolio management philosophy. That is securities may be sold before they mature if market conditions present an opportunity for the City to benefit from the trade.

Eligible Investments. Financial assets of the government of the City of Copperas Cove may be invested in:

- A. Obligations of the United States or its agencies and instrumentalities, which have a stated maturity on the date of purchase of two years or less.
- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Certificates of deposit if issued by a state or national bank domiciled in the State of Texas or a savings and loan association domiciled in the State of Texas and:
  - (1) is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor;
  - (2) secured by obligations that are described by Section 2256.009(a) Public Funds Investment Act, but excluding those mortgage backed securities of the nature described by Section 2256.009(b) of the Public Funds Investment Act; or
  - (3) secured in any other manner and amount provided by law for deposits of the City.
- D. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, which have a stated maturity on the date of purchase of two years or less.
- E. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm of not less than A or its equivalent, which have a stated maturity on the date of purchase of two years or less.
- F. A fully collateralized repurchase agreement, as defined in the Public Funds Investment Act, if it:
  - (1) has a defined termination date;
  - (2) is secured by obligations described by Section 2256.009 (a) (1) of the Public Funds Investment Act; and
  - (3) requires the securities being purchased by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City; and,
  - (4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this State. Notwithstanding any law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

- G. Eligible investment pools (as discussed in the Public Funds Investment Act, Sec.2256.016-2256.019) if the City Council by resolution authorizes investment in the particular pool. An investment pool shall invest the funds it receives from the City in authorized investments permitted by the Public Funds Investment Act.
  
- H. Any other securities which may be added by the State of Texas as permissible investments for municipal governments which are in compliance with the Public Funds Investment Act. Investment pools must be continuously rate triple-AAA or AAA-m by at least one nationally recognized rating service or no lower than investment grade by at least one nationally recognized service with weighted average maturity not greater than 90 days. Market mutual funds must be registered with and regulated by the Securities Exchange Commission and must provide the City with a prospectus and other information required by federal law. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Length of Investments. The City of Copperas Cove shall invest in instruments with scheduled maturity or duration not to exceed two (2) years at the time of purchase. In the event a coupon security maturity exceeds the specified limit with a calculated duration of two (2) years, the instrument will satisfy this policy requirement.

Diversification. It shall be the policy of the City of Copperas Cove to diversify the investment portfolio. Diversification strategies shall determined and revised periodically by the Director of Financial Services. In establishing specific diversification strategies, the following general constraints shall apply:

- A. Portfolio maturities shall be staggered to avoid concentration of assets in a specific maturity sector.
- B. Portfolio investment instruments shall be diversified by type.
- C. Competitive bidding of all investments must accompany diversification among security dealers.

Prohibited Investments. The Director of Financial Services has no authority to use any of the following investment instruments, which are strictly prohibited:

- (1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
- (2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
- (3) Collateralized Mortgage Obligations;

- (4) Any investment instrument which has a scheduled maturity or duration in excess of 2 years at the time of purchase;
- (5) The City of Copperas Cove investment portfolio will not invest in derivatives. For the purposes of this Investment Policy, the definition of derivatives include instruments which have embedded features that alter their character or income stream or allow holders to hedge or speculate on a market or spreads between markets that are external to the issuer, or are not correlated on a one-to-one basis to the associated index or market.

*Prohibited derivatives include the following:*

- (1) Arrangements in which an investor has swapped the natural cash flows or some portion of the natural cash flows of an instrument for a different set of cash flows. (i.e. Interest Rate Swaps).
- (2) Over-the-Counter/Exchange traded options or futures. (i.e. Option Contracts, Futures Contracts).
- (3) Instruments explicitly specified as follows: Collateralized Mortgage Obligations, Inverse Floating Rate Notes, Range Index Notes, Non-Money Market Index based Notes, Dual Index Notes, Index Amortizing Notes, Inverse Multi-index Bonds, Stepped Inverse Index Bonds, Inverse Index Bonds.

Allowable instruments which are not considered derivatives by the preceding definition are authorized investments listed as follows:

Treasury Bills, Treasury Notes, Treasury Bonds, Treasury Strips, Repurchase Agreements, Reverse Repurchase Agreements, Agency Notes with a defined maturity and fixed upon rate, Money Market Index variable rate Notes (i.e. floating rate notes tied to money market indices defined as Treasury Bills, London Interbank Offering Rate (LIBOR), Fed Funds, and Cost of Funds Index), Step-up notes, and Certificates of Deposit.

## **VIII. SELECTION OF BANKS AND DEALERS**

Bidding Process. Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for proposal (RFP) issued every two (2) years. In selecting depositories, the credit worthiness of institutions shall be considered, and the Director of Financial Services shall conduct a comprehensive review of prospective depositories credit characteristics and financial history.

Insurability. Banks seeking to establish eligibility for the City's depository contract shall submit financial statements, evidence of Federal insurance and other information as required by the Director of Financial Services.

Primary Dealers and Approved List. In accordance with 2256.005(k), a written copy of this investment policy shall be presented to any person seeking to sell to the City an authorized investment. The registered principal of the business organization seeking to sell an authorized investment shall execute a written instrument substantially to the effect that the registered principal has:

- (1) Received and thoroughly reviewed the investment policy of the City; and
- (2) Acknowledged that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and the organization. The Director of Financial Services may not buy any securities from a person who has not delivered to the City an instrument in substantially the form provided above according to Section 2256.005(1).

All dealers and brokers who desire to become qualified bidders for investment transactions with the City of Copperas Cove, must be recommended by the Director of Financial Services and approved by the City Manager. Applications will be reviewed on a periodic basis and submitted for approval. The Director of Financial Services will maintain a list of primary dealers and brokers authorized to provide investment services to the City. The authorized list of primary dealers and brokers will be reviewed on an annual basis, and any broker/dealers who fail to meet the standards of this policy shall be removed from the list. All dealers and brokers who desire to become qualified bidders for investment transactions must supply the following:

- (1) Completed broker dealer questionnaire.
- (2) Proof of registration with the Texas State Securities Board.
- (3) Proof of National Association of Securities Dealers (NASD) certification.
- (4) Audited financial statements.
- (5) Written acknowledgment that the entity has read the City of Copperas Cove Investment Policy and has reasonable procedures and controls to preclude imprudent investment activities arising out of investment transactions conducted between the entity and the City of Copperas Cove (Securities Broker Dealer Acknowledgment Form - Section XV).

All brokers and dealers who desire to transact business with the City of Copperas Cove must be approved, in advance of any business transactions, by the City Manager. For brokers and dealers of government securities, the City Manager shall select only those dealers reporting to the Market Reports Division of New York, also known as the "primary government securities dealers," unless a broker/dealer comprehensive questionnaire and certification reveals that other firms are adequately financed to conduct public business. The Director of Financial Services will annually review the financial condition and registration of qualified dealers and brokers. The Director of Financial Services shall not conduct business with any firm, which has been removed from the approved list by the City Manager.

Competitive Bidding of Investments. All trades, purchases and sales done for the City of Copperas Cove will be done through a documented competitive bidding process. Competitive quotes must be taken from at least three qualifying institutions for any investment transaction. The broker/dealers used for the City of Copperas Cove will be those approved by and in compliance with the rules of this investment policy.

*Broker/dealers are neither required nor encouraged to contact the City on current securities that the broker/dealers believe are items that require City attention.*

## **IX. SAFEKEEPING AND CUSTODY**

Insurance or Collateral. All deposits and investments of City funds with commercial banks shall be secured by pledged collateral with a market value equal to no less than 100% of the deposits or investments. If the maturity date of the pledged collateral exceeds two years, 102% of market value shall be maintained by the Director of Financial Services or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledged in each agreement. Collateral shall be reviewed monthly to assure the market value of the securities pledged equals or exceeds the related bank balances.

Pledged Collateral Safekeeping Agreement. All safekeeping arrangements shall be in accordance with a Safekeeping Agreement approved by the Director of Financial Services which clearly defines the procedural steps for gaining access to the collateral should the City of Copperas Cove determine that the City's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not a branch of the firm pledging the collateral. The safekeeping agreement shall include the signatures of the City of Copperas Cove, the firm pledging the collateral, and the Trustees.

Collateral Defined. The City of Copperas Cove shall accept only the following securities as collateral:

- A. U.S. Treasury securities maturing in less than two (2) years;
- B. Short-term obligations of U.S.-Government Agencies which are guaranteed by the full faith and credit of the United States of America as to principal and interest;
- C. Federal Deposit Insurance (FDIC) coverage of principal invested;
- D. Direct or unconditionally guaranteed obligations of the State of Texas except that the city will not accept Industrial Revenue Bonds or Private Activity Bonds as pledged securities.
- E. Bonds of States, government agencies, counties, cities, or political subdivisions nationally rated "A" or above.

Subject to Audit. All collateral shall be subject to inspection and audit by the Director of Financial Services or the City's independent auditors.

Delivery vs. Payments. Treasury Bills, Notes, and Bonds and Government Agencies or other securities shall be purchased using the delivery vs. payment basis method. That is, funds shall not be wired or paid until verification has been made that the collateral was received by the City Agent or the Trustee. The collateral shall be held in the name of the City. The Trustee's or Agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Standards of Operation. The Director of Financial Services shall develop and maintain written administrative procedures for the operation of the investment-program, consistent with this investment policy.

## **X. INTERNAL CONTROLS**

Internal Controls. The Director of Financial Services is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management. Accordingly, the Director of Financial Services shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- (1) Control of collusion -Collusion is a situation where two or more employees are working in conjunction to defraud their employer.
- (2) Separation of transaction authority from accounting and record keeping - By separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction, a separation of duties is achieved.
- (3) Custodial safekeeping -Securities purchased from any bank or dealer including appropriate collateral (as defined by State Law) shall be placed with an independent third party for custodial safekeeping.
- (4) Avoidance of physical delivery securities -Book entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

- (5) Clear delegation of authority to subordinate staff members -Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.
- (6) Written confirmation or telephone transactions for investments and wire transfers -Due to the potential for error and improprieties arising from telephone transactions, all telephone transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and the safekeeping institution has a list of authorized signatures.
- (7) Development of a wire transfer agreement with the lead bank or third party custodian -This agreement should outline the various controls, security provisions, and delineate responsibilities of each party making and receiving wire transfers.
- (8) Documentation of transactions and strategies -By recording this necessary information, certification of investment procedures processing is accomplished.

## **XI. INVESTMENT STRATEGIES**

Investment Strategies. In accordance with the Public Funds Investment Act, Section 2256.005(d), a separate written investment strategy will be developed for each of the funds under the City's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities of importance:

- (1) Understanding of the suitability of the investment to the financial requirements of the entity;
- (2) Preservation and safety of principal;
- (3) Liquidity;
- (4) Marketability of the investment if the need arises to liquidate the investment before maturity;
- (5) Diversification of the investment portfolio;
- (6) Yield; and
- (7) Maturity restrictions.

The investment strategies to be employed by the City of Copperas Cove are:

- (1) The Roll-Over Approach. This strategy shall be referred to as Strategy A. This approach means that, despite the excess funds available early in the tax collection season and the requirements of the remaining months, you choose to place the excess funds outside a theoretical short-term period. Instead the excess funds are held in daily liquidity fund such as a bank money market account, a short-term liquidity interlocal pool, or in an eligible SEC registered mutual money market fund (90 day maximum maturity) \$1.00 stable net asset

value. The funds continue to roll-over or remain accessible on a daily basis for the entire cycle and the funds are disbursed as liabilities occur.

- (2) The Matching Approach. This strategy shall be referred to as Strategy B. This approach uses excess funds to fill future shortfalls or to match maturing investments with liabilities, matching relies on accurate forecasting of liabilities matched with maturity investments. The Matching Approach generally requires holding investments to maturity.
- (3) The Extension Approach. This strategy shall be referred to as Strategy C. This is an aggressive approach because it is a one-sided bet on the market and disregards liability requirements. The expectation is that long-term investments can be liquidated at cost or a profit to cover short-term needs. The Extension Method is risky and makes an aggressive statement about the direction of interest rates. Use of this method can reduce liquidity and create losses. Attachment A includes investment strategies for all funds. In accordance with the Public Funds Investment Act, Section 2256.005(e), investment strategies will be reviewed and adopted by resolution at least annually.

## **XII. POLICY**

Exemption. Any investment currently held that does not meet the guidelines of this policy shall be exempted from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

Amendment. This policy shall be reviewed on an annual basis. Any changes must be approved by the City Manager.

Glossary. The Glossary is provided in Attachment B.

**XIII. CITY OF COPPERAS COVE INVESTMENT STRATEGY**

<b>OPERATING FUNDS STRATEGY</b>	<b>INVESTMENT</b>
GENERAL FUND	A,B
WATER AND SEWER FUND	A,B
SOLID WASTE FUND	A,B
GOLF COURSE FUND	A,B
<b>DEBT SERVICE FUNDS</b>	
TAX I&S FUND	A,B
<b>SPECIAL REVENUE FUNDS</b>	
RECREATIONAL ACTIVITIES FUND	A,B
DRAINAGE UTILITY FUND	A,B
MUNICIPAL CEMETERY FUND	A,B
HOTEL OCCUPANCY TAX FUND	A,B
MUNICIPAL COURT FUND	A,B
<b>CAPITAL PROJECTS FUNDS</b>	
2001 CERTIFICATES OF OBLIGATION	A,B
2003 CERTIFICATES OF OBLIGATION	A,B
2005 CERTIFICATES OF OBLIGATION	A,B
2006 LIMITED TAX NOTES	A,B
2007 CERTIFICATES OF OBLIGATION	A,B
2008 LIMITED TAX NOTES	A,B
2008A LIMITED TAX NOTES	A,B

#### XIV. GLOSSARY

**AGENCIES:** Federal agency securities.

**ASKED:** The price at which securities are offered.

**BANKER'S ACCEPTANCE (BA):** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BID:** The price offered by a buyer of securities. (When you are selling securities, you ask for a bid.) See offer.

**BROKER:** A broker brings buyers and sellers together for a commission.

**CERTIFICATE OF DEPOSIT (CD):** A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

**COLLATERAL:** Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

**COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR):** The official annual report for the City of Copperas Cove. It includes five combined statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical Section.

**COUPON:** (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

**DEALER:** A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

**DEBENTURE:** A bond secured only with the general credit of the issuer.

**DELIVERY VERSUS PAYMENT:** There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

**DISCOUNT:** The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

**DISCOUNT SECURITIES:** Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, e.g. U.S. Treasury Bills.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities offering independent returns.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals. e.g. S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC):** A deferral agency that insures bank deposits, currently up to \$100,000 per deposit.

**FEDERAL FUNDS RATE:** The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

**FEDERAL HOME LOAN BANKS (FHLB):** The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks vis-à-vis member commercial banks.

**FEDERAL NATIONAL MORTGAGE ASSOCIATION (FNMA):** FNMA like GMNA was chartered under the Federal National mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development (HUD). It is the largest single provider of residential mortgage funds in the United States. Fannie Mac, as the corporation is called, is the private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans. in addition to fixed-rate mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The President of the New York Federal Reserve Bank is a permanent member, while the other Presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA OR Ginnie Mae):**

Securities influencing the volume of bank credit guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. Security holder is protected by full faith and credit of the U.S. Government. Ginnie Mae securities are backed by the FHA, VA or FMHM mortgages. The term "pass through" is often used to describe Ginnie Maes.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

**LOCAL GOVERNMENT INVESTMENT POOL (LCIP):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and **reinvestment**.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase--reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OFFER:** The price asked by a seller of securities. (When you are buying securities, you ask for an offer.) See Asked and Bid.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PORTFOLIO:** Collection of securities held by an investor.

**PRIMARY DEALER:** A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary

dealers include Securities and Exchange Commission (SEC)-registered securities broker-dealers, banks, and a few unregulated firms.

**PRUDENT PERSON RULE:** An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities by the custody state-the-so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person in discretion and intelligence who is seeking a reasonable income and preservation of capital.

**QUALIFIED PUBLIC DEPOSITORIES:**

A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its the Public Deposit Protection Commission to hold public deposits.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price. this may be the amortized yield to maturity on a bond the current income return.

**REPURCHASE AGREEMENT (RP OR REPO):**

A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a Fixed date. the security "buyer" in effect lends the "seller" money for the period of agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: when the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

**SECONDARY MARKET:** A market made for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities and sale of outstanding issues following the initial distribution.

**SEC RULE 15C3-1:** See Uniform Net Capital Rule.

**TREASURY BILLS:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

**TREASURY BONDS:** Long-term U.S. Treasury securities having initial maturities of more than 10 years.

**TREASURY NOTES:** A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

**UNIFORM NET CAPITAL RULE:** Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitment to purchases securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes Cash and assets easily converted into cash.

**YIELD:** The rate of annual income return of an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD TO MATURITY** is current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

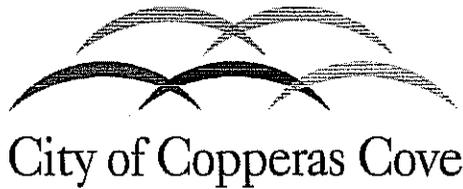
**XV.**

***CITY OF COPPERAS COVE, TEXAS  
SECURITIES BROKER/DEALER ACKNOWLEDGEMENT***

In compliance with the Texas Government Code (Public Funds Investment Act) Section 2256.005 (k)-(1), acknowledges that the registered principal and all sales personnel conducting investment transactions with the City of Copperas Cove have received and have thoroughly reviewed the Investment Policy of the City of Copperas Cove. Broker acknowledges that Broker has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the City and Broker. Transactions between this firm and the City of Copperas Cove will be directed toward protecting the City of Copperas Cove from credit and market risk. This firm pledges due diligence in informing the City of Copperas Cove of foreseeable risks with financial transactions connected with this firm.

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Primary Representative, Title Date



**Broker/Dealer List**

**Vining Sparks**

Attn: Taylor Howard  
775 Ridge Lake Boulevard, Ste. 200  
Memphis, TN 38120  
901-766-3102

**Coastal Securities**

Attn: Tony Sekaly  
5555 San Felipe, Ste. 2200  
Houston, TX 77056  
800-681-4121

**The National Investment Center of Central Texas**

**The National Banks of Central Texas**

Attn: Eric Phelps  
408 South Main Street  
Copperas Cove, TX 76522  
254-547-7521

**Wells Fargo**

**Institutional Brokerage & Sales**

Attn: Lance R. Pettus  
111 Congress Avenue, 3<sup>rd</sup> Floor  
Austin, TX 78701-4050  
512-344-7416

*Andrea M. Gardner*

Andrea M. Gardner, City Manager

*9/12/08*

Date

*Wanda Bunting*

Wanda Bunting, Director of Financial Services

*9/12/08*

Date

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item No. G-8

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

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**SUBJECT: Consideration and Action by City Council to make revisions to the bylaws for the Keep Copperas Cove Beautiful Commission.**

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#### 1. Background/History

On January 5, 2009, during a regular KCCB Board meeting, the Commission approved several changes to the Bylaws. The changes made are as follows:

1. Article IV, Section 2, Paragraph B. Changing the beginning of our year from September to January to coincide with the time frame of the Keep Texas Beautiful Governors Community Achievement Award (GCAA) which has recently been changed to the calendar year.
2. Article V, Section 1, Paragraph F. Deleted the Historian position since most of the Historian's duties are performed by the Executive Director.
3. Article VI, Section 1. Changed the annual meeting from September to January to coincide with the calendar year of the GCAA.
4. Article VI, Section 2, Paragraph A. The commission decided not to have a summer hiatus but to hold year round meetings as provided for the by-laws. However, should a summer hiatus be decided on by the board, that the hiatus not exceed 60 consecutive days.
5. Article VI, Section 2, Paragraph B. A special meeting may be called by the President or Executive Director and four commissioners.
6. Article VII, Section 1, Paragraph B-2. The committee shall present a slate of nominees for Officers and Commission members at the December meeting (for the January annual meeting) instead of August.
7. Article VII, Section 1, Paragraph B-3. The election of officers shall be held at the annual meeting in January.

The rest of the changes are minor grammar and wording to make the by-laws flow.

**2. FINDINGS/CURRENT ACTIVITY**

The commission is seeking City Council approval on the above changes.

The proposed change to the KCCB Commission Bylaws has been reviewed by the City Attorney, Charlie Zech. After Mr. Zech's review, one additional change was recommended by him. It was as follows:

Article III, Paragraph 1. Remove transitional writing so paragraph reads: The term of each Commission member shall be for two (2) years. A Commissioner may serve three (3) successive terms, and may serve beyond three (3) terms if continued appointment is approved by the commission. The place of Executive Director shall always be filled by a city employee or designated representative who shall serve as a non-voting ex-officio member of the Commission.

**3. FINANCIAL IMPACT**

None.

**4. RECOMMENDATION**

City staff recommends that the City Council approve the revision of the Bylaws for the Keep Copperas Cove Beautiful Commission.

BYLAWS  
KEEP COPPERAS COVE BEAUTIFUL

ARTICLE I: NAME

The name of this organization shall be Keep Copperas Cove Beautiful; hereinafter known as KCCB, with principle offices in the City of Copperas Cove, Coryell County, Texas.

ARTICLE II: OBJECTIVES

The objectives of Keep Copperas Cove Beautiful shall be to empower the citizens of Copperas Cove through education and community action to take responsibility for enhancing our community environment. KCCB shall obtain the cooperative assistance of the citizens and the various city, county and state officials and employees in implementing these objectives and sponsor and/or promote such other projects, programs, campaigns, and awards which may be deemed helpful in the implementation of these objectives. KCCB shall also cooperate and work with national, state, and local organizations, i.e. Keep America Beautiful, Inc., and Keep Texas Beautiful, Inc.

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Commissioners shall be appointed by the Copperas Cove City Council. The KCCB Commission will consist of 15-members. The term of each Commission member shall be for two (2) years. A Commissioner may serve three (3) successive terms, and may serve beyond three (3) terms if continued appointment is approved by the commission. The place of Executive Director shall always be filled by a city employee or designated representative who shall serve as a non-voting ex-officio member of the Commission.

The Executive Director shall be custodian of all minutes and records of the Commission and perform such other duties as the Commission may deem necessary and consistent with both the responsibilities of the Commission and responsibilities to the City of Copperas Cove through the City Manager. The Executive Director shall work under the supervision and control of the Solid Waste department for the purpose of implementing the provisions of the ordinance.

ARTICLE IV: KCCB COMMISSION

Section 1. Composition & Power of KCCB Commission

The KCCB Commission shall be composed of elected and appointed members. The Commission shall have the power to manage the affairs of KCCB and shall serve without pay or other compensation for their services. The Commission may fill vacancies occurring from any cause for the unexpired term of the vacancy. The Commission may recommend removal of any Commissioner when, in the judgment of the Commission, the best interest of KCCB will be served.

Section 2. Elected Officers

Elected Officers of KCCB shall be the President, Vice President, Secretary, and Treasurer.. .

- A. Eligibility:  
Elected Officers shall be members of the KCCB Commission.
- B. Election:  
Officers shall be elected at the annual KCCB meeting in January of each year.
- C. Term of Office:  
The officers shall serve one year or until successors are elected/appointed. Officers shall assume duties following the election ceremony at the annual meeting of the KCCB Commission.

In case an officer cannot complete the full term of office, the nominating committee will select a successor from within the commission and the successor will immediately assume the duties of that office.

Section 3: Appointed Officer:

The Parliamentarian shall be an appointed officer by the President with approval of the KCCB Commission.

Section 4: Ex-Officio Members/Non-Voting Members

The Commission shall appoint ex-officio/non-voting members as deemed necessary. Ex-officio/non-voting members may attend commission meetings and participate in the discussions, but may not vote or hold office while serving in such a capacity.

ARTICLE V: OFFICERS

Section 1. Duties of Officers

- A. Duties of the President. The President shall
  1. Preside at meetings of the commission except when he/she has requested the Vice President to preside.
  2. Be an ex-officio member of all committees.
  3. Sign on behalf of KCCB, all documents requiring a signature.
  4. Appoint the Parliamentarian and all standing and other committees with the approval of the KCCB Commission.
  5. Perform other duties as pertains to the office of the President or as may be required by the KCCB Commission.
- B. Duties of the Vice President. The Vice President shall

1. Preside at the commission meetings in the absence of or at the request of the President.
2. Be responsible for ensuring the activities meet the goals and mission of the KCCB Commission.
3. Perform other duties assigned by the President of the Commission and the KCCB Commission.
4. The Vice President shall serve a first year term and will automatically become President the following year so as to provide a succession within the organization.

C. Duties of the Secretary. The Secretary shall

1. Keep a full and accurate account of all the proceedings of the KCCB Commission meetings.
2. Perform other duties incidental to the office of Secretary.
3. Perform other duties as required by the KCCB Commission.

D. Duties of the Treasurer. The Treasurer shall

1. Give a financial report of all fundraising and monies spent.
2. Perform other duties as required by the KCCB Commission.

E. Duties of the Parliamentarian. The Parliamentarian shall

1. Serve as an advisor to the President on questions of parliamentary procedure.
2. Review the KCCB bylaws on an annual basis and advise the Commission on any changes needed.
3. Perform other duties as required by the KCCB Commission.

Section 2. Termination

Any member;

1. May resign from the KCCB Commission upon written request to the Executive Committee.
2. May be expelled for conduct unbecoming a member or for actions prejudicial to the aim or repute of the KCCB Commission providing:
  - a. The member is given at least ten (10) days notice and an opportunity for a hearing before the KCCB Commission.
  - b. The Commission by two-thirds (2/3) vote agrees to expel the member in a regularly scheduled meeting.

Section 3. Voting

Every member appointed by the City of Copperas Cove Council to the KCCB Commission shall have one vote. Members appointed by the KCCB Commission shall be ex-officio/non-voting members.

## ARTICLE VI: MEETINGS

### Section 1. Annual Meeting

There shall be an annual meeting of the KCCB Commission in January for the purpose of electing Officers and for the transaction of such other business as may come before the Commission.

### Section 2. Commission Meetings

#### A. Regular Meeting

Regular meetings of the Commission shall be the first Monday of every month at 6:30 p.m. except when an official holiday conflicts. The meeting will then be held the following Monday.

The Commission also reserves the right to call a hiatus during the months of June, July and/or August not to exceed 60 consecutive days.

#### B. Special Meetings

Special meetings of the Commission may be called at the request of the President or Executive Director and/or four Commissioners.

##### Notice of Special Meetings

Seventy-Two (72) hours notice on any special meeting of the Commission shall be given by delivering personally, mailing or e-mailing to each Commissioner at the address shown on the records of the KCCB Commission. If mailed, such notice shall be deemed to have been delivered when deposited in the United States mail in a sealed envelope so addressed, with the proper postage affixed. Any Commissioner may waive notice of any meeting. The attendance of a Commissioner at any meeting shall constitute a waiver notice of such meeting. Neither the business to be transacted nor the purpose of any special meeting by the Commission need be specified in the notice or waiver of notice unless specifically required by law or by the bylaws.

#### C. Absences

If a Commissioner or Officer misses two (2) consecutive regular scheduled meetings without notification to the Executive Director or three (3) meetings during the Commission's Calendar Year with or without

notification to the Executive Director, and so noted by the Commission, after written notification, that commissioner or officer shall automatically relinquish the seat on the Commission and a successor shall be found. In the case of extreme circumstances, exceptions to this rule can be made, but require a vote of the Commission.

Section 3. Quorum

A quorum of the Commission shall consist of a simple majority (fifty percent (50%) plus one (1)) of the existing Commissioners.

ARTICLE VII: COMMITTEES

Section 1. Standing Committee

A. Executive Committee

1. Composition

The Executive Committee shall be composed of the President, Vice President, Secretary, Treasurer, and Parliamentarian

2. Duties

The Executive Committee shall make recommendations to the Commission on matters requiring authorization of the Commission.

3. Meetings

The Executive Committee may meet between regular meetings of the Commission at the request of the President or any three members of the Commission.

B. Nominating Committee

1. Composition

The Nominating Committee shall be composed of five (5) commissioners appointed by the Commission at the first meeting of the term.

2. Duties

The duties of the Nominating Committee shall be to nominate qualified persons for election to the Commission and such other positions as authorized by the

Commission. This committee shall present a slate of nominees for Officers and Commission Members at the December meeting.

3. Election

The election of officers shall be held at the annual meeting in January.

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Project committees and other committees needed to carry out the annual work and goals of KCCB will be appointed by the President with approval of the Commission. The Commission shall review these committees at least annually to determine their validity.

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KCCB shall be a member of Keep Texas Beautiful, Inc., and Keep America Beautiful, Inc.

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KCCB may have a seal. The Commission shall determine the design of such seal.

ARTICLE X: FISCAL MATTERS

Section 1. The fiscal year of KCCB for accounting purposes shall begin on October 1 and end on September 30 of the following year.

Section 2. A review of all KCCB records and books shall be conducted prior to any change in the office of the Treasurer. An audit shall also be conducted when required by the law or by the Commission.

ARTICLE XI: PARLIAMENTARY AUTHORITY

The current edition of Robert's Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not inconsistent with the City Ordinance or bylaws of the KCCB Commission.

ARTICLE XII: AMENDMENTS

Any proposed amendments shall be submitted to the Commission in writing at least ten (10) days in advance of the meeting at which they are to be acted upon. These bylaws may be amended or altered by two-thirds (2/3) vote of the Commission present at any regular meeting, providing the notice of the meeting includes the proposals for amendments. The proposed amendments shall be subject to final approval by the City of Copperas Cove Council.

ARTICLE XIII: APPROVAL

That these bylaws shall be in full force and effect from and after the date of its passage, and it is so ordained.

**PASSED, APPROVED AND ADOPTED** this 5<sup>th</sup> day of January 2009 at a regular meeting of the KCCB Commission of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meeting Act, Texas, and Gov't Code 551.001, et.seq., at which meeting a quorum was present and voting.

---

Thomas E. Corll, President

**ATTEST:**

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Silvia Rhoads, Executive Director

BYLAWS  
KEEP COPPERAS COVE BEAUTIFUL

ARTICLE I: NAME

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**PASSED, APPROVED AND ADOPTED** this 5th day of January, 2009 at a regular meeting of the KCCB Commission of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meeting Act, Texas, and Gov't Code 551.001, et.seq, at which meeting a quorum was present and voting.

---

Thomas E. Corll, President

**ATTEST:**

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Silvia Rhoads, Executive Director

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item H-1

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

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SUBJECT: **Public Hearing, consideration and action on an Ordinance amending the 2008-09 fiscal year budget for the City of Copperas Cove.**

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#### 1. BACKGROUND/HISTORY

The 2008-09 budget was adopted on September 16, 2008 with a budget amendment approved on November 3, 2008. According to Section 6.16(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2008-09 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 will require the use of fund balance. This public hearing is the second of two public hearings held as required by the Charter. The first Public Hearing was held on March 26, 2009.

#### 2. FINDINGS/CURRENT ACTIVITY

The General Fund requires a redistribution of \$24,700 and an increase of \$55,472 in expenditure appropriations. Revenue appropriation increases reflect a total of \$15,690 which offsets a portion of the expenditure appropriations. The remaining needs are covered by an increase in the fund balance due to additional revenue and the release of various department expenditure budgeted funds in the prior fiscal year. The fund balance will be reconciled to cash and the annual audit once the annual audit is finalized. The final adjustment will be made to the fund balance at that time. With this update, the City still maintains a fund balance that meets the ideal fund balance as recommended in the City ordinance.

General Fund revenue increases include the following:

- Miscellaneous Revenues           \$ 15,690

Miscellaneous revenue increases included funds that were from prior year Fire/EMS related Hurricane Dolly assistance and wildfire funds that were received from the Texas Forestry Service.

In order to adequately fund the expenditures for the following departmental budgets, a budget amendment is required:

- City Council \$2,840
- Information Systems \$1,040
- Public Affairs Office (\$6,000)
- Fire/EMS \$38,690
- Building & Development (\$18,700)
- Planning \$1,606
- Code & Health Compliance \$500
- Non-Departmental \$35,496

The redistribution of appropriations includes the following:

- Salary savings in the Public Affairs Office and in Building and Development are being allocated to the City Council budget for Public Relations costs. Funds are also for a projector for Information Systems and Planning for floodplain testing & coursework and a maintenance contract for new equipment. Fire Department requires additional funds for roof repairs at Central Station and vehicle repair and maintenance costs. Code and Health Compliance also requires additional funds for vehicle repair and maintenance costs.

Increases include:

- Funds are included in Non-Departmental to complete assessments for renovations to a current City facility and a potential City facility for the future.
- Funds are also included in Non-Departmental for the agenda item that was passed on March 3, 2009 for the oil and gas contract services.

The Water and Sewer Fund requires a redistribution of \$328,608 and funds in the amount of \$66,317 would have been released to fund balance due to debt service being paid out of the 2008 Tax Notes which is a result of the cancellation of the economic development agreement between the City and Mesa Verde Partnership.

But for a necessary \$300,000 increase in expenditure appropriation for the design and engineering contract for the “East End Infrastructure” project, the fund balance in the water and sewer fund would have improved considerably from that included in the adopted FY 2008-09 budget. This increase is required due to economic development contractual agreements that were previously put into place. A reimbursement resolution will be included on the April 7, 2009 City Council agenda that will allow for reimbursement to the Water and Sewer operating fund after the general obligation bond debt is issued in FY 2010. With City Council’s approval of the reimbursement resolution, the use of these operating funds on a temporary basis for the design and engineering contract should not impact the City’s bond rating.

The budget amendment includes the following appropriation changes:

- Wastewater Treatment \$328,608
- Non-Departmental (\$394,925)
- Non-Departmental \$300,000

The redistribution includes debt services payments in Non-Departmental that are being moved to the 2008 Tax Notes. These funds will be used for an increase of \$250,000 for electric utility in Wastewater Treatment. There is an outside review being completed by TriStem on the City's electric utility billings due to the large increases we have been experiencing. In addition to the utility, there are also funds included in Wastewater required to satisfy the contract for the retrofit of a clarifier at the south wastewater treatment plant that will be presented to City Council at the April 7<sup>th</sup> City Council meeting for approval. There are also funds included for the new Wastewater permit application fees and related required advertising costs.

The 2008 Tax Notes (Water & Sewer) will require a redistribution of \$510,000 from the Mesa Verde II – 380 Agreement to cover principal payments for various debt and fund shortages for the Turkey Run Pump Station project.

The 2008A Tax Notes (Water & Sewer) will require a redistribution of \$50,272 from the Mesa Verde Sewer Extension project to cover additional funds required for the retrofit of a clarifier at the south wastewater treatment plant.

The Interest and Sinking Fund will require an increase of \$12,625 in expenditure appropriations and a revenue appropriation increase of \$12,625 to offset the expenditure increase. The expenditure increase is to cover arbitrage rebate service fees. The revenue increase is to property taxes due to collecting over the current budget.

The Hotel Occupancy Tax Fund will require an increase of \$23,843 in expenditure appropriations. The expenditure increase is to cover up to \$3,000 in disbursements to the Copperas Cove County Opry. This would be the largest amount that could be released by City Council in FY 2008-09 based on the contract that was approved by City Council at the March 3, 2009 City Council meeting. There are also funds included for a projector replacement at the Civic Center and funds to cover principal and interest payments for a possible 2009 Tax Note issuance for the Allin House roof renovation and Civic Center improvements to include conference tables, flooring, and kitchen and restroom upgrades.

The Court Technology Fund will require an increase of \$11,400 in expenditure appropriations. The expenditure increase is to cover a maintenance contract for their current software system and additional training requirements related to the conversion to the new Incode software system.

The Library Grants Fund will require an increase in expenditure appropriations in the amount of \$3,539. The increase in appropriations is being funded by the Lone Star Library grant revenues totaling \$3,539.

### **3. FINANCIAL IMPACT**

See attached ordinance and proposed amendments.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council hold a public hearing and approve Ordinance No. 2009-05 amending the fiscal year 2008-09 Budget.

**ORDINANCE NO. 2009-05**

**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, 2008, AND ENDING ON SEPTEMBER 30, 2009; 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, 2008 to September 30, 2009; 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, 2008 to September 30, 2009, 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 7th day of April 2009, 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.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Zech, City Attorney

**CITY OF COPPERAS COVE, TEXAS  
FISCAL YEAR 2008-09 BUDGET  
GENERAL FUND**

**SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2007-08	Budget* FY 2008-09	Proposed Amendment	Amended Budget FY 2008-09
<b>BEGINNING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 2,279,959	\$ 2,777,839	\$ 50,000	\$ 2,827,839
Prior Yr Enc Voided in Current Yr	53,721	-	-	-
Prior Period Adjustment	600,980	-	-	-
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>\$ 3,934,660</b>	<b>\$ 3,777,839</b>	<b>\$ 50,000</b>	<b>\$ 3,827,839</b>
<b>REVENUES:</b>				
Taxes	\$ 9,978,493	\$ 10,746,164	\$ -	\$ 10,746,164
Permits & Licenses	220,202	237,874	-	237,874
Charges for Services	803,889	922,989	-	922,989
Fines	753,080	834,404	-	834,404
Administrative Reimbursements	1,300,500	1,250,500	-	1,250,500
Miscellaneous Revenue	483,727	508,955	15,690	524,645
<b>TOTAL REVENUES</b>	<b>\$ 13,539,891</b>	<b>\$ 14,500,886</b>	<b>\$ 15,690</b>	<b>\$ 14,516,576</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 17,474,551</b>	<b>\$ 18,278,725</b>	<b>\$ 65,690</b>	<b>\$ 18,344,415</b>
<b>EXPENDITURES:</b>				
City Council (21)	\$ 30,252	\$ 39,400	\$ 2,840	\$ 42,240
City Manager (22)	199,730	285,412	-	285,412
City Secretary (23)	133,462	163,182	-	163,182
City Attorney (24)	133,273	155,062	-	155,062
Finance (Incl. Purchasing) (31)	550,358	653,360	-	653,360
Human Resources (34)	177,876	240,671	-	240,671
Information Systems (35)	194,775	238,198	1,040	239,238
Municipal Court (41)	333,868	351,155	-	351,155
Police (42)	4,057,023	4,762,190	-	4,762,190
Public Affairs Office (4250)	52,716	121,389	(6,000)	115,389
Animal Control (43)	204,901	240,896	-	240,896
Fire/EMS (44)	3,020,474	3,175,655	38,690	3,214,345
Emergency Management (4420)	6,588	17,443	-	17,443
Engineering (51)	135,701	169,259	-	169,259
Building Development (52)	285,707	293,544	(18,700)	274,844
Streets (53)	1,040,458	819,582	-	819,582
Parks and Recreation (54)	895,698	1,030,046	-	1,030,046
Fleet Services (55)	232,269	253,226	-	253,226
Public Works (56)	39,508	-	-	-
Facility Maintenance (57)	166,506	111,119	-	111,119
Planning (61)	156,602	210,841	1,606	212,447
Library (71)	517,844	533,921	-	533,921
Code & Health (72)	155,274	219,402	500	219,902
Non-Departmental (75)	494,013	530,893	35,496	566,389
<b>TOTAL EXPENDITURES</b>	<b>\$ 13,214,876</b>	<b>\$ 14,615,846</b>	<b>\$ 55,472</b>	<b>\$ 14,671,318</b>
<b>ENDING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 3,259,675	\$ 2,662,879	-	\$ 2,673,097
Unreserved, Designated	1,000,000	1,000,000	-	1,000,000
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 4,259,675</b>	<b>\$ 3,662,879</b>	<b>\$ 10,218</b>	<b>\$ 3,673,097</b>
<b>IDEAL FUND BALANCE</b>	<b>\$ 3,303,719</b>	<b>\$ 3,653,962</b>	<b>\$ 13,868</b>	<b>\$ 3,667,830</b>
<b>OVER (UNDER) IDEAL FUND BALANCE</b>	<b>\$ 955,956</b>	<b>\$ 8,918</b>	<b>\$ (3,650)</b>	<b>\$ 5,268</b>

\*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd.

**CITY OF COPPERAS COVE  
FISCAL YEAR 2008-09 BUDGET  
WATER & SEWER FUND  
SUMMARY OF REVENUES, EXPENSES AND CHANGES IN FUND BALANCE**

Description	Actual FY 2007-08	Budget* FY 2008-09	Proposed Amendment	Amended Budget FY 2008-09
<b>BEGINNING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 1,730,982	\$ 1,579,636	\$ -	\$ 1,579,636
Prior Yr Enc Voided in Current Yr	7,117	-	-	-
Prior Period Adjustment	77,449	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>\$ 1,815,548</b>	<b>\$ 1,579,636</b>	<b>\$ -</b>	<b>\$ 1,579,636</b>
Water Revenue	\$ 4,942,575	\$ 4,756,780	\$ -	\$ 4,756,780
Sewer Revenue	3,497,471	3,570,000	-	3,570,000
Senior Citizen Discount	(142,081)	(140,800)	-	(140,800)
Water Tap Fees	79,954	100,000	-	100,000
Sewer Tap Fees	23,060	26,000	-	26,000
Connect Fee	59,650	60,000	-	60,000
Meter Box Reset Fee	325	500	-	500
Subtotal	<u>8,460,954</u>	<u>\$ 8,372,480</u>	<u>\$ -</u>	<u>\$ 8,372,480</u>
Composting Sales Revenue	\$ 11,471	\$ 12,000	\$ -	\$ 12,000
Admin Reimb-Drainage	20,000	20,000	-	20,000
Interest Revenue	83,344	100,000	-	100,000
Late Charge For Billing	251,855	270,000	-	270,000
Miscellaneous Revenues	55,914	54,990	-	54,990
Insurance Proceeds	779	-	-	-
Riser Forfeiture Revenue	790	1,000	-	1,000
Auction Proceeds	-	1,000	-	1,000
Subtotal	<u>424,153</u>	<u>458,990</u>	<u>-</u>	<u>458,990</u>
<b>TOTAL REVENUE</b>	<b>\$ 8,885,107</b>	<b>\$ 8,831,470</b>	<b>\$ -</b>	<b>\$ 8,831,470</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 10,700,655</b>	<b>\$ 10,411,106</b>	<b>\$ -</b>	<b>\$ 10,411,106</b>
<b>EXPENSES:</b>				
Water & Sewer Operations (80)	\$ 157,477	\$ 169,683	\$ -	\$ 169,683
Utility Administration (81)	545,749	593,848	-	593,848
Water Distribution (82)	1,170,106	1,304,571	-	1,304,571
Sewer Collection (83)	449,440	555,986	-	555,986
Wastewater Treatment (84)	1,285,667	1,200,594	328,608	1,529,202
Composting (84-01)	160,577	184,989	-	184,989
Non-Departmental (85)	5,201,326	4,770,206	(94,925)	4,675,281
<b>TOTAL EXPENSES</b>	<b>\$ 8,970,342</b>	<b>\$ 8,779,877</b>	<b>\$ 233,683</b>	<b>\$ 9,013,560</b>
<b>ENDING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 1,730,313	\$ 1,631,229	\$ (233,683)	\$ 1,397,546
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 1,730,313</b>	<b>\$ 1,631,229</b>	<b>\$ (233,683)</b>	<b>\$ 1,397,546</b>
<b>IDEAL FUND BALANCE</b>	<b>\$ 2,242,586</b>	<b>\$ 2,194,969</b>	<b>\$ 58,421</b>	<b>\$ 2,253,390</b>
<b>OVER (UNDER) IDEAL FUND BALANCE</b>	<b>\$ (512,273)</b>	<b>\$ (563,740)</b>	<b>\$ (292,104)</b>	<b>\$ (855,844)</b>

\*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd.

## NOTICE OF PUBLIC HEARING

On April 7, 2009, during a Regular City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinance to amend the FY 2008-09 Budget for the City of Copperas Cove. The April 7, 2009 City Council Meeting will begin at 7:00 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 2008-09 Annual Budget are as follows:

	<b>Increase (Decrease)</b>
<b>General Fund</b>	
Beginning Fund Balance	\$50,000
Revenues	\$15,690
Expenditure Appropriations	\$55,472
<b>Water and Sewer Fund</b>	
Expense Appropriations	\$233,683
<b>Interest and Sinking Fund</b>	
Revenues	\$12,625
Expenditure Appropriations	\$12,625
<b>Hotel Occupancy Tax Fund</b>	
Expenditure Appropriations	\$23,843
<b>Court Technology Fund</b>	
Expenditure Appropriations	\$11,400

# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. I-1

Contact – Robert M. McKinnon, Public Works Director, 547- 0751  
bmckinnon@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the City Manager to execute a contract with Matous Construction for the South Wastewater Treatment Plant 2009 Clarifier Rehabilitation Project.**

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### 1. BACKGROUND/HISTORY

The South Plant was expanded/upgraded from a 1 million gallon a day plant to a 2.5 million gallon a day plant in 1993. As part of that expansion, two rectangular clarifiers were installed. Clarifiers are major components of the plant and are designed to separate solids from liquids during the treatment process. Each clarifier basin is concrete, 150 feet long, 35 feet wide and has an average depth of ten feet. The majority of components within the clarifiers are non-metallic fiberglass, however there are some made of galvanized iron. There are 30 flights (sweeps) 34.8 feet long driven by two chains approximately 200 feet long, six drive sprockets, numerous guides, connectors and floor plates, all non-metallic fiberglass and some 12 guide rails made of galvanized iron, all of which are driven by one electrical drive motor. Clarifiers run 24 hours a day, year round. At the present time, the City meets permit requirements with one clarifier while repairs are being made to the other. We plan to rehabilitate the second clarifier next fiscal year (2009-10).

### 2. FINDINGS/CURRENT ACTIVITY

Some eight months ago, a drive sprocket failed and six flights broke from the drive chain before the drive motor fail safe worked as designed. The clarifier was drained and inspected. Over the years, flights (sweeps) have become brittle mainly due to constant exposure to the elements, the most damaging being sunlight. Drive sprockets have lost teeth, chains are becoming thin, both of which are from constant use. Guides are coming apart and floor plates and guide rails, made of galvanized iron are corroding. Since clarifiers are the main components of the plant, the City is fortunate to continue operations and meet permit requirements with one clarifier, while repairs are made to the other.

### 3. FINANCIAL IMPACT

The City advertised for bids and bids were opened at 2:00 p.m., March 3, 2009. Three bids were received; see Bid Tabulations and Bid Recommendation

attached. Matous Construction Co., Inc., Temple, Texas submitted the lowest qualified bid at \$315,000. The Engineer's Estimate of Probable Cost was \$380,000. Funding for this project is provided from 2008A Tax Notes and Water & Sewer Funds.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Manager be authorized to execute a contract with Matous Construction Co., Inc., Temple, Texas for the South Wastewater Treatment Plant 2009 Clarifier Rehabilitation Project.



March 4, 2009

Mr. Bob McKinnon  
CITY OF COPPERAS COVE  
P.O. Drawer 1449  
Copperas Cove, Texas 76522

**RE: Bid Recommendation  
South WWTP 2009 Clarifier Rehabilitation  
Bid 2009-03-84**

Dear Mr. McKinnon:

On Tuesday, March 3rd, 2009 three (3) bids were received for the above listed project. Each contractor's bid was in accordance with the contract documents prepared by our firm. **Matous Construction** submitted the lowest Base Bid of **\$315,00.00**. 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 **Matous Construction** in the amount of **\$315,000.00**.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Brandon Mettler", is written over a light blue horizontal line.

Brandon Mettler, E.I.T.

P:\Projects\5019 (Copperas Cove)\87-South WWTP 2009 Clarifier rehab\Construction Services\Bid Documents\Bid-Recommendation.doc

**AUSTIN:** 3801 S. First Street, Austin, TX 78704 Phone: (512) 442-3008 Fax: (512) 442-6522  
**NEW BRAUNFELS:** 1011 W. County Line Road, New Braunfels, TX 78130 Phone: (830) 626-3588 Fax: (830) 626-3601



**PLAN HOLDER'S LIST**  
**SOUTH WWTP 2009 CLARIFIER REHABILITATION (5019-87)**  
 REVISED: FEBRUARY 5, 2009

COMPANY	CONTACT	DELIVERY ADDRESS	PHONE / FAX	DATE OF REQUEST	DATE SHIPPED	FEE RECD
City of Copperas Cove	Bob McKinnon	PO Drawer 1449 Copperas Cove, TX 76522				
Matous Construction		8602 N. Hwy 317 Belton, TX 76513	PH: 254-780-1400 FXL 254-780-2599	2/13	2/17	40
Austin Engineering	Jessica Wier	PO Box 342349 Austin, TX 78734-2349	PH: 512-327-1464 FX: 512-327-1765	2/19		40
Excel Contruction	Bill Miller	PO Box 2260 Leander, TX 78646	PH: 512-259-5005 FX: 512-259-5665	2/23		40

PROJECT MANAGER: Patrick Lackey, PE

PHONE: 512-442-3008

EMAIL: palackey@rcetx.com



# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. I-10

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

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**SUBJECT: Consideration and action on an Ordinance amending Personnel Policy No. 120, Salary Program Administration.**

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### 1. BACKGROUND/HISTORY

The City of Copperas Cove currently has in effect Personnel Policy No. 120, Salary Program Administration. This policy establishes the standards and guidelines for the City of Copperas Cove's employee pay plan. From time to time City Staff makes recommendations to change this pay plan. In cases where changes are required to this policy, City Council's approval is required. This policy is attached for your review.

### 2. FINDINGS/CURRENT ACTIVITY

A. Over the past several weeks, the Fire Chief has been evaluating the current employee organizational structure for the Fire Department. Based on the assessment and evaluation of the work completed as well as updating all of the employee job descriptions, the following changes are proposed below.

- **Reclassification of Position and Title Change**  
Fire Marshal to Division Chief of Prevention (1)
- **Title Changes**  
Training/EMS Chief to Division Chief of Training (1)  
Deputy Fire Chief/Emergency Management to Deputy Fire Chief (1)  
Fire Chief to Fire Chief/Emergency Management Coordinator (1)  
Administrative Assistant to Administrative Assistant of Fire and EMS (1)  
Fire Inspector/Lieutenant to Fire Inspector/Investigator (1)
- **Deletion of Positions**  
Emergency Management Coordinator (1)  
Support Services Officer (1)
- **New Positions**

Administrative Assistant of Support Services and Emergency Management (.5) – This is currently a part time employee that will go to full time.

Fire Inspector/Investigator (1)

B. Over the past several weeks, the Assistant Director of Public Works has been evaluating the current employee organizational structure for the Street and Drainage Departments. Based on the assessment and evaluation of the work completed, the following changes are proposed below.

- **Reclassification of Position and Title Change – Street Department**  
Lead Heavy Equipment Operator to Assistant Street/Drainage Superintendent (1)
- **Reclassification of Position and Title Change – Drainage Department**  
Supervisor - Drainage to Street/Drainage Superintendent (1)

### 3. FINANCIAL IMPACT

A. Fire Department - For the 2008/2009 Budget Year

Deletion of positions including salary and associated benefits– (\$57,704)

Anticipated funding needed for reclassification – \$2,954

Anticipated funding needed for new positions - \$38,387

B. Street Department - For the 2008/2009 Budget Year

Anticipated funding needed for reclassification – \$2,571.72

Drainage Department - For the 2008/2009 Budget Year

Anticipated funding needed for reclassification – \$2,571.72

Costs incurred as a result of these changes will be absorbed within the FY 08-09 salary operating budgets of the two departments from salary savings of vacant positions.

### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of Ordinance No. 2009-09, amending the personnel policies.

**ORDINANCE NO. 2009-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY REPEALING THE CURRENT PERSONNEL POLICY, NO. 120, (SALARY PROGRAM ADMINISTRATION) AND REPLACING THE EXISTING POLICY WITH A REVISED PERSONNEL POLICY, NO. 120, (SALARY PROGRAM ADMINISTRATION) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** The City of Copperas Cove has not updated this ordinance since March 3, 2009.

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

**Section 1.**

That the Personnel Policies and Procedures Manual dated September 1, 2006, hereinafter set forth and included with this Ordinance as Exhibit "A" is hereby amended by repealing the current personnel policy, No. 120, (Salary Program Administration) and replacing the existing policy with a revised personnel policy, No. 120, (Salary Program Administration) correctly shown by the attached Exhibit "A";

**Section 2.**

That the remaining sections of the said Personnel Policies and Procedures Manual are hereby ratified, and shall remain in full force and effect;

**Section 3.**

That any outstanding Personnel Polices and Procedures Manuals other than Exhibit "A" either in the form of a manual or otherwise written or oral in nature, are hereby rescinded and are no longer of any force and effect;

**Section 4.**

That any additions, deletions or other amendments to the Personnel Polices and Procedures Manual shall be made in a manner similar to process by which this manual is

originally approved and only after compliance with the Texas Open Meetings Act and approved by the City Council of the City of Copperas Cove.

**Section 5.**

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

**Section 6.**

That this ordinance shall be effective April 7, 2009.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS**, this 7th day of April 2009, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Zech, City Attorney

**SALARY PROGRAM ADMINISTRATION**  
**Policy #120**

Exhibit A  
Ordinance No. 2009-09  
April 2009

This policy applies to regular, salaried positions, full-time and part-time, exempt and non-exempt personnel.

The City strives to pay salaries competitive with those in our community, recognizing individual effort and contribution to the City's success. Determination of salary policy is the responsibility of the City Manager, Human Resources Director, and the Director of Financial Services, and must be approved by the City Council. The Human Resources Department handles the administration.

**SALARY PROGRAM ELEMENTS**

A. Salary Ranges. Each position has been assigned a salary range. Within this framework, an employee's salary will be related to demonstrated performance. Employees will receive a salary that is within the range limits of the applicable position.

1. Range Minimum. In most cases, the minimum of the appropriate salary range will be paid to all qualified new employees. No person is to be offered a salary that is below the minimum, or above the midpoint, of the salary range for the job. Salary offers may be made, with City Manager approval, up to midpoint of the salary range. Salary offers are to be based on the required qualifications of the position. In addition they must be consistent in relation to other offers made and to the salaries paid to current employees in that same position.

2. Range Maximum. The maximum of a salary range normally provides an upper limit of what employees may be paid. However, it is not an absolute limit, and the condition described in Section A.3 may allow an employee to be paid above the maximum.

3. Red Circle Salary. If an employee is paid over the maximum of the range for the classification, the salary will not be reduced. Rather, the employee will ordinarily be considered ineligible for an increase in pay (red circled) until an adjustment in the salary structure or a promotion to a higher position brings the rate within the established range for the position.

B. Salary Review Frequency.

Merit Salary Increases. Reviews for merit salary increases are conducted once a year, normally during the budget process. They will range in percentages of base salary as determined through the merit budgeting process. Salary increases are not granted automatically, but only as a result of demonstrated performance, documented by a job-related performance appraisal.

**SALARY PROGRAM ADMINISTRATION**  
**Policy #120**

Exhibit A  
Ordinance No. 2009-09  
April 2009

Across the Board Raises or Cola Allowances. An "Across the Board" or "COLA Allowance" may be recommended by the City Manager and approved by the City Council for employees. If this occurs then the salary ranges on the pay scale will be adjusted accordingly.

C. Promotion Increases: A promotion is a change in status for an employee to a higher paid position. Salary increases generally are granted immediately upon promotion. Employees promoted into a higher paying position will begin at the minimum of the salary range for the new position. If their current salary is above the minimum for the new position, the employee's salary will be evaluated for an increase, at a minimum of 5% of prior base salary. A lesser amount may be justified if the employee has received a substantial increase within the last six months or a significant learning period is involved.

**MAINTENANCE OF SALARY STRUCTURE**

Positions included in the City pay structure may be reviewed by the Human Resources Department each year to determine if a recommendation needs to be made to the City Manager for change. Adjustments will be made to the structure, as required, after approval from the City Manager and City Council.

**City of Copperas Cove 2008/2009**  
**Position Listing and Salary Ranges by Department**  
**Updated 4-7-2009**

Fund #	Dept #	No. EE's	Department Name	Position Title	Hourly Salary Minimum	Hourly Salary Maximum
01	22	1	City Manager	Secretary to the City Manager	\$ 13.43	\$ 19.78
01	22	1	City Manager	Management Analyst/Risk Manager	\$ 21.50	\$ 31.67
01	22	1	City Manager	City Manager	Unclassified	Unclassified
01	23	1	City Secretary	Deputy City Secretary	\$ 13.88	\$ 20.45
01	23	1	City Secretary	City Secretary	Unclassified	Unclassified
01	31	2	Finance	Accounting Technician	\$ 12.88	\$ 18.97
01	31	1	Finance	Project Accountant	\$ 22.25	\$ 32.77
01	31	1	Finance	Budget Analyst	\$ 22.25	\$ 32.77
01	31	1	Finance	Purchasing Officer	\$ 24.06	\$ 35.44
01	31	1	Finance	Assistant Director of Financial Services	\$ 24.06	\$ 35.44
01	31	1	Finance	Director of Financial Services	Unclassified	Unclassified
01	34	1.5	Human Resources	Receptionist	\$ 9.40	\$ 13.85
01	34	1	Human Resources	Human Resources Coordinator	\$ 13.04	\$ 19.21
01	34	1	Human Resources	Director of Human Resources	Unclassified	Unclassified
01	35	1	Information Systems	Information Systems Specialist I	\$ 13.73	\$ 20.22
01	35	1	Information Systems	Information Systems Specialist II	\$ 21.57	\$ 31.77
01	35	1	Information Systems	Director of Information Systems	Unclassified	Unclassified
01	41	5	Municipal Court	Court Clerk	\$ 10.68	\$ 15.73
01	41	1	Municipal Court	Assistant Supervisor of Municipal Court	\$ 12.69	\$ 18.69
01	41	1	Municipal Court	Supervisor - Court	\$ 20.40	\$ 30.05
01	42	0.5	Police	Custodian	\$ 8.88	\$ 13.08
01	42	2	Police	Senior Records Clerk	\$ 10.68	\$ 15.73
01	42	1	Police	Administrative Assistant	\$ 11.71	\$ 17.25
01	42	1	Police	Administrative Assistant Training and Evidence	\$ 11.71	\$ 17.25
01	42	12	Police	Police Communications/Operator	\$ 11.73	\$ 17.28
01	42		Police	Patrol Officer - Non Certified in Academy	\$ 12.76	-
01	42	1	Police	Executive Secretary	\$ 13.43	\$ 19.78
01	42		Police	Patrol Officer - Certified in FTP	\$ 14.25	-

**City of Copperas Cove 2008/2009  
Position Listing and Salary Ranges by Department  
Updated 4-7-2009**

Fund #	Dept #	No. EE's	Department Name	Position Title	Hourly Salary Minimum	Hourly Salary Maximum
01	42	38	Police	Patrol Officer - Certified	\$ 17.51	\$ 25.79
01	42	5	Police	Police Corporal	\$ 21.50	\$ 31.67
01	42	8	Police	Police Sergeant	\$ 23.26	\$ 34.26
01	42	3	Police	Police Lieutenant	\$ 26.37	\$ 38.84
01	42	1	Police	Police Deputy Chief	\$ 29.78	\$ 43.87
01	42	1	Police	Chief of Police	Unclassified	Unclassified
01	4250	1	Public Affairs/Volunteer Coordinator	Public Affairs/Volunteer Coordinator	\$ 21.08	\$ 31.05
01	43	1	Animal Control	Clerk	\$ 9.46	\$ 13.93
01	43	3	Animal Control	Animal Control Officer	\$ 10.50	\$ 15.47
01	43	1	Animal Control	Supervisor - Animal Control	\$ 15.30	\$ 22.54
01	44	33	Fire	Firefighter (2904 hour work year)	\$ 11.46	\$ 16.88
01	44	1	Fire	Administrative Assistant - Fire and EMS	\$ 11.71	\$ 17.25
01	44	1	Fire	Administrative Assistant - Support Services/Emerg Mgt	\$ 11.71	\$ 17.25
01	44	6	Fire	Fire Lieutenant (2904 hour work year)	\$ 13.69	\$ 20.17
01	44	3	Fire	Fire Captain (2904 hour work year)	\$ 14.94	\$ 22.01
01	44	3	Fire	Fire Battalion Chief (2904 hour work year)	\$ 17.81	\$ 26.23
01	44	2	Fire	Fire Inspector/Investigator	\$ 19.11	\$ 28.15
01	44	1	Fire	Division Chief - Prevention	\$ 24.86	\$ 36.62
01	44	1	Fire	Division Chief - Training	\$ 24.86	\$ 36.62
01	44	1	Fire	Deputy Fire Chief	\$ 27.09	\$ 39.90
01	44	1	Fire	Fire Chief/Emergency Management Coordinator	Unclassified	Unclassified
01	51	1	Engineering	Public Improvements Inspector	\$ 20.00	\$ 29.46
01	51	1	Engineering	Projects Director/City Engineer	Unclassified	Unclassified
01	52	1	Building & Development Svcs.	Administrative Assistant	\$ 11.71	\$ 17.25
01	52	1	Building & Development Svcs.	Inspector	\$ 16.16	\$ 23.80
01	52	1	Building & Development Svcs.	Inspector Senior	\$ 18.38	\$ 27.07
01	52	1	Building & Development Svcs.	Chief Building Official	\$ 29.18	\$ 42.98
01	53	3	Street	Light Equipment Operator	\$ 10.22	\$ 15.05
01	53	2	Street	Heavy Equipment Operator	\$ 11.73	\$ 17.28

**City of Copperas Cove 2008/2009**  
**Position Listing and Salary Ranges by Department**  
**Updated 4-7-2009**

Fund #	Dept #	No. EE's	Department Name	Position Title	Hourly Salary Minimum	Hourly Salary Maximum
01	53	1	Street	Traffic Control Technician	\$ 11.73	\$ 17.28
01	53	1	Street	Assistant Street/Drainage Superintendent	\$ 15.00	\$ 22.10
01	53	0.5	Street	Assistant Director of Public Works	\$ 21.32	\$ 31.40
01	54	2	Parks & Recreation	Custodian	\$ 8.88	\$ 13.08
01	54	7	Parks & Recreation	Laborer	\$ 9.46	\$ 13.93
01	54	2	Parks & Recreation	Light Equipment Operator	\$ 10.22	\$ 15.05
01	54	1	Parks & Recreation	Recreation/Aquatics Specialist	\$ 12.12	\$ 17.85
01	54	1	Parks & Recreation	Recreation Coordinator	\$ 15.30	\$ 22.54
01	54	1	Parks & Recreation	Supervisor - Parks	\$ 15.30	\$ 22.54
01	54	1	Parks & Recreation	Recreation Superintendent	\$ 20.70	\$ 30.49
01	54	1	Parks & Recreation	Director of Community Services	Unclassified	Unclassified
04	54	2	Parks & Recreation	Recreation Specialist	\$ 12.12	\$ 17.85
06	54	1	Parks & Recreation	Light Equipment Operator	\$ 10.22	\$ 15.05
01	55	1	Fleet Services	Parts Technician	\$ 9.46	\$ 13.93
01	55	2	Fleet Services	Mechanic	\$ 13.44	\$ 19.80
01	55	1	Fleet Services	Lead Mechanic	\$ 15.39	\$ 22.67
01	55	1	Fleet Services	Supervisor - Fleet Services	\$ 19.44	\$ 28.64
01	57	2	Facility Maintenance	Facility Maintenance	\$ 12.36	\$ 18.21
01	61	1	Development Services	Administrative Assistant	\$ 11.71	\$ 17.25
01	61	1	Development Services	GIS Technician	\$ 18.87	\$ 27.80
01	61	1	Development Services	Director of Development Services	Unclassified	Unclassified
01	71	3	Library	Library Assistant I	\$ 9.78	\$ 14.41
01	71	0.5	Library	Library Assistant II	\$ 11.44	\$ 16.85
01	71	3	Library	Library Assistant III	\$ 13.05	\$ 19.22
01	71	0.5	Library	Outreach Specialist/Library Assistant	\$ 13.05	\$ 19.22
01	71	1	Library	Reference Assistant/Electronic Tech Coord	\$ 13.57	\$ 19.99
01	71	1	Library	Assistant Director Library/Reference	\$ 18.67	\$ 27.50
01	71	1	Library	Director Library	Unclassified	Unclassified
01	72	1	Code & Health Compliance	Administrative Assistant	\$ 11.71	\$ 17.25

**City of Copperas Cove 2008/2009**  
**Position Listing and Salary Ranges by Department**  
**Updated 4-7-2009**

Fund #	Dept #	No. EE's	Department Name	Position Title	Hourly Salary Minimum	Hourly Salary Maximum
01	72	2	Code & Health Compliance	Code Enforcement Officer	\$ 14.29	\$ 21.05
01	72	1	Code & Health Compliance	Health Inspector	\$ 14.29	\$ 21.05
09	74	2.5	Golf Course	Food & Beverage Worker	\$ 8.34	\$ 12.28
09	74	1.5	Golf Course	Golf Course Attendant	\$ 8.34	\$ 12.28
09	74	2.5	Golf Course	Clerk/Golf Shop Assistant	\$ 9.46	\$ 13.93
09	74	4.5	Golf Course	Laborer	\$ 9.46	\$ 13.93
09	74	1	Golf Course	Heavy Equipment Operator	\$ 11.73	\$ 17.28
09	74	0.5	Golf Course	Golf Course Mechanic	\$ 11.73	\$ 17.28
09	74	1	Golf Course	Pro Shop Supervisor	\$ 15.30	\$ 22.54
09	74	1	Golf Course	Golf Course General Manager	\$ 29.13	\$ 42.91
05	76	4	Drainage Utility	Laborer	\$ 9.46	\$ 13.93
05	76	1	Drainage Utility	Heavy Equipment Operator	\$ 11.73	\$ 17.28
05	76	1	Drainage Utility	Street/Drainage Superintendent	\$ 17.00	\$ 25.04
05	76	0.5	Drainage Utility	Assistant Director of Public Works	\$ 21.32	\$ 31.40
02	80	0.25	Public Works	Custodian	\$ 8.88	\$ 13.08
02	80	1	Public Works	Executive Secretary	\$ 13.43	\$ 19.78
02	80	1	Public Works	Public Works Director	Unclassified	Unclassified
02	81	4	Utility Administration	Customer Service Representative	\$ 9.98	\$ 14.70
02	81	2	Utility Administration	Service Technician	\$ 9.98	\$ 14.70
02	81	2	Utility Administration	Meter Reader	\$ 9.98	\$ 14.70
02	81	1	Utility Administration	Senior Customer Service Representative	\$ 11.00	\$ 16.20
02	81	1	Utility Administration	Billing Technician	\$ 12.03	\$ 17.72
02	81	1	Utility Administration	Supervisor - Utilities	\$ 19.99	\$ 29.45
02	82	1	Water Distribution	Operator II / Heavy Equipment Operator	\$ 12.10	\$ 17.82
02	82	7	Water Distribution	Operator II Water Distribution	\$ 12.10	\$ 17.82
02	82	1	Water Distribution	Supervisor Installation	\$ 15.30	\$ 22.54
02	82	1	Water Distribution	Supervisor Pump Maintenance	\$ 15.30	\$ 22.54
02	82	1	Water Distribution	Superintendent Water Distribution	\$ 19.90	\$ 29.31
02	83	7	Sewer Collection	Operator II Sewer Collection	\$ 12.10	\$ 17.82

**City of Copperas Cove 2008/2009**  
**Position Listing and Salary Ranges by Department**  
**Updated 4-7-2009**

<b>Fund #</b>	<b>Dept #</b>	<b>No. EE's</b>	<b>Department Name</b>	<b>Position Title</b>	<b>Hourly Salary Minimum</b>	<b>Hourly Salary Maximum</b>
02	83	1	Sewer Collection	Assistant Supervisor/Operator III Sewer Collection	\$ 15.30	\$ 22.54
02	83	1	Sewer Collection	Superintendent - Sewer Collection	\$ 19.90	\$ 29.31
02	84	6	Wastewater Treatment	Operator II Wastewater	\$ 12.10	\$ 17.82
02	84	1	Wastewater Treatment	Laboratory Technician Wastewater	\$ 13.59	\$ 20.02
02	84	3	Wastewater Treatment	Chief Plant Operator Wastewater	\$ 17.62	\$ 25.95
02	84	1	Wastewater Treatment	Laboratory Technician - Senior Wastewater	\$ 17.62	\$ 25.95
02-01	84	2	Composting	Heavy Equipment Operator	\$ 11.73	\$ 17.28
02-01	84	1	Composting	Supervisor Composting	\$ 15.30	\$ 22.54
03	90	0.25	Solid Waste Collection	Custodian	\$ 8.88	\$ 13.08
03	90	1	Solid Waste Collection	Administrative Assistant	\$ 11.71	\$ 17.25
03	90	1	Solid Waste Collection	Supervisor Solid Waste - Operations	\$ 15.30	\$ 22.54
03	90	1	Solid Waste Collection	Supervisor Solid Waste - Recycling/Admin	\$ 15.30	\$ 22.54
03	90	1	Solid Waste Collection	Solid Waste Superintendent	\$ 21.77	\$ 32.07
03	91	11	Solid Waste Collection	Driver	\$ 11.73	\$ 17.28
03	91	1	Solid Waste Collection	Mechanic/Assistant Supervisor Operations	\$ 14.30	\$ 21.06
03	92	0.5	Solid Waste Collection	Clerk/Dispatcher	\$ 9.46	\$ 13.93
03	92	1	Solid Waste Disposal	Scale Operator	\$ 9.46	\$ 13.93
03	92	3	Solid Waste Disposal	Heavy Equipment Operator	\$ 11.73	\$ 17.28
03	92	0.5	Solid Waste Collection	Laborer	\$ 9.46	\$ 13.93

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item I-11

Contact – Chuck Downard, Council Member Place 3, 547-4221  
cdownard@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on requesting a legal opinion from the City Attorney regarding the irregularities of the Copperas Economic Development Corporation/Cinergy Cinemas' changeable electronic variable message sign, CEVMS.**

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#### 1. BACKGROUND/HISTORY

On August 19, 2008, the City Council approved a contract and performance agreement between the Copperas Cove Economic Development Corporation, CCEDC, and Cinergy Cinemas for the sale of the speculative building for \$1.525 million and at 50 percent completion a construction incentive back to Cinergy Cinemas.

#### 2. FINDINGS/CURRENT ACTIVITY

On March 26, 2009 at the CCEDC regularly scheduled board meeting, the CCEDC Board discussed and considered action to approve an updated contract with Bright Sign LED International for a digital sign.

#### 3. FINANCIAL IMPACT

None.

#### 4. ACTION OPTIONS/RECOMMENDATION

City Council Member Downard recommends requesting a legal opinion from the City Attorney regarding the irregularities surrounding the purchase and use of the digital sign.

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item No. I-12

Contact – Terry Swenson, Acting Interim Library Director, 547-3826  
tswenson@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on the appointment/reappointment of individuals to the Library Advisory Board.**

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**1. BACKGROUND/HISTORY**

Library Advisory Board members are appointed by the City Council for a three year term. The Board currently has two vacancies. Library Advisory Board President, Marion Palumbo's term expired March 30, 2009. Donald Conkling's term also expired March 30, 2009 and he has elected to not apply for reappointment.

**2. FINDINGS/CURRENT ACTIVITY**

Library Advisory Board President, Marion Palumbo has applied to be reappointed to the Board. Margie Holt has applied to serve on the Board. Copies of all applications are attached.

A notice was placed on Channel 10 advising the public that persons interested in serving on the Library Advisory Board could obtain applications at City Hall or at the Library.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council appoint Marion Palumbo and Margie Holt to serve as Library Advisory Board Members for the period April 7, 2009 – March 30, 2012.

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

Name MARION A. PALUMBO Date 20 Feb 2009  
Address 702 Judy Lane  
Home Phone (254) 547-5975 Office Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail palumbj@vrm.com  
Occupation Retired  
Volunteer/Community Service Current - Altrusa, Frds. of the  
Library, Library Board - ROWC - Angel Care  
Respite.  
Professional Affiliations ATPE, TLA, CERTA, RTA  
Areas of Interest \_\_\_\_\_  
Education BS in Ed

I would like to be considered for the following:

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

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

# MARION ADELE PALUMBO

702 Judy Lane  
Copperas Cove, TX 76522  
(254) 547-5975  
e-mail: [palumbj@vvm.com](mailto:palumbj@vvm.com)

## WORK HISTORY

<b>Library Technician Substitute and Part-Time Instructor</b> Filled substitute and part-time positions for Central Texas College contract requirements on Campus, at Casey Memorial Library and the Educational Self Development Centers on Fort Hood. Have taught BSEP/FAST programs and Mathematics as needed.	1987 - 2001
<b>Substitute Teacher</b> Taught classes in different subjects as needed in the Copperas Cove High School	1987 - 1993
<b>Teacher</b> Taught various level courses in Mathematics, Spanish and Data Processing at Copperas Cove High School	1978 - 1987
<b>Substitute Teacher</b> Taught in different classes as needed for both Copperas Cove High School and The American Preparatory Institute.	1976 - 1978
<b>Teacher</b> Taught various Mathematics and Spanish classes in Maple Heights High School, Maple Heights, OH.	1951 - 1956
<b>Library Aide</b> Technology Department of Cleveland, Ohio Public Library	Summer 1946
<b>Miscellaneous Office Jobs</b> Cleveland, OH	1947 - 1953

## VOLUNTEER WORK HISTORY

<b>Library</b> Central Texas Library System - Advisory Council & Long Range Planning Committee Copperas Cove Lay Representative Library Expansion Committee Chairman Library Advisory Board - member and President	1994 - 2000 1988 - 1994, 2001 - Present 1989 - 1992 199? - Present
<b>Other</b> Five Hills Genealogical Society (President) (Cookbook Committee) Copperas Cove Retired Teachers (President) Respite Program Retired Off. Wives Club (Treasurer) Family Outreach of Coryell County, Inc. Board of Directors (Pres - Treas) Friends of the Library - Copperas Cove Ammerican Assoc. Of University Women - (Pres - Treas) Altrusa - (Treasurer) United Way of Greater Fort Hood Area Board of Directors PTA Copperas Cove ISD - President	2001 - Present 2002 - Present 2007 - Present 2004 - Present 1987 - 1999 1976 - Present 1975 - 200? 1993 - Present 1996 - 2002 1975 - 1977

## EDUCATION

Central Texas College - Misc. Courses	1977 - 1997
Bowling Green State Univ., Bowling Green OH - BS Education	1947 - 1951

## PERSONAL

Interests: Reading, Cooking, Baking, Needlework, Crocheting, Knitting, Genealogy, Volunteer Work  
Marital Status: Married (1956) seven children 11 grandchildren  
Copperas Cove resident since January 21 1975  
Traveled with Military husband 1956 - 1976

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

Name Margie Holt Date 2-18-08

Address 411 Cottonwood

Home Phone 547-5024 Office Phone n/a Mobile Phone \_\_\_\_\_

Fax n/a E-mail \_\_\_\_\_

Occupation teacher (ret.)

Volunteer/Community Service tutoring for selected math students  
informing students about funds available for college  
tutoring with selected human science students at CTC

Professional Affiliations Texas Retired Teachers Association (state and local)  
AARP - Friends of the Library

Areas of Interest Education

Education Masters in Human Services plus cont. edu.

I would like to be considered for the following:

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

# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. I-2

Contact – Mike Chandler, Golf Course General Manager, 547- 2606  
mchandler@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on award of a bid to Cove Heritage Developers, LLC. for the construction of a golf cart storage facility.**

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### 1. BACKGROUND/HISTORY

The Hills of Cove Golf Course currently has two (2) buildings which combined have 40 individual cart sheds for members to store private carts. Each occupant pays an annual fee to store carts at the storage facilities. The newer of the two buildings was built in the late 1980's and the oldest was built in 1974 when the course originally opened.

The course maintained a waiting list for cart sheds for the past several years, and currently have 29 members on the waiting list; with four more expected, upon completion of the project. The proposed project includes construction of a 32 unit facility, thus adequate space is available to accommodate the members currently on the waiting list.

### 2. FINDINGS/CURRENT ACTIVITY

City staff advertised for bid on February 27, 2009 and March 06, 2009 and conducted the bid opening on March 16, 2009 at 1:30pm.

Invitations to bid and specifications were distributed to vendors. Bids were received from Cove Heritage Developers, LLC, of Copperas Cove, Texas; Penta Constructors, Inc. of Copperas Cove, Texas; and RKJ Construction, Inc. of Lampasas, Texas.

### 3. FINANCIAL IMPACT

The funds for construction of the golf cart facility project were approved in the May 2008 tax note issuance. The recommended bid is within the budgeted amount, thus a negative financial impact will not result from this purchase.

### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends awarding Bid No. 2009-05-74 for the construction of a golf cart storage facility to the lowest bidder, Cove Heritage Developers, LLC.

**2009-05-74 - Hills of Cove Golf Cart Facility**

	<b>Total Base Bid</b>	<b>Alternate Base Bid #1</b>	<b>Alternate Base Bid #2</b>	<b>Add Exceptions</b>	<b>Total Bid/No Alternates</b>
<b>COVE HERITAGE DEV</b>	\$ 75,000.00	\$ 5,800.00	\$ 1,599.00	\$ -	\$ 75,000.00
<b>PENTA CONSTRUCTORS</b>	\$ 129,208.00	\$ 12,208.00	\$ 1,340.00	\$ 18,164.00	\$ 147,372.00
<b>RKJ CONSTRUCTORS</b>	\$ 68,000.00	\$ 8,500.00	\$ 500.00	\$ 10,550.00	\$ 78,550.00

# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. I-3

Contact – Wesley Wright, P.E, City Engineer, 547-0751  
wwright@ci-copperas-cove.tx.us

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**SUBJECT: Consideration and action on an Ordinance modifying existing school zone limits associated with Clements-Parsons Elementary School.**

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### 1. BACKGROUND/HISTORY

The Copperas Cove Independent School District (CCISD) contacted the City Manager's office to request modifications to the existing school zone serving the Clements-Parsons Elementary School campus.

### 2. FINDINGS/CURRENT ACTIVITY

The existing school zones were installed prior to the recent expansion of the campus. The new building has changed pedestrian and vehicular traffic patterns in the area resulting in the need to re-assess the school zone limits.

Please see the attached exhibit detailing the existing and proposed school zones. Additionally, the existing ordinance language is also attached.

### 3. FINANCIAL IMPACT

No direct costs to the city will be incurred as a result of this change. If approved, the City of Copperas Cove Public Works Department will relocate existing signs. All material for school zone signage is typically provided by the CCISD.

### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends adopting Ordinance No. 2009-08, amending Section 18-17 (2) and Section 18-17 (4), and adding Section 18-17 (11).

**ORDINANCE NO. 2009-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS AMENDING SECTIONS 18-17 (2) AND 18-17 (4); ADDING SECTION 18-17 (11); REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, it has been determined by a traffic study that the reasonable and safe prima facie maximum speed for motor vehicles on said sections, during school days and during the times indicated upon signs erected onsite, of the hereinabove mentioned streets in Copperas Cove, Texas, should be as set out hereinafter.

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

**SECTION 1.**

That the City's Code of Ordinances is hereby amended by amending Sec. 18-17 (2) as follows:

Sec. 18-17 (2). Joe Morse Drive. Beginning at the intersection of Northern Dancer and ending at a point one hundred twenty (120) feet north of Ballard Drive, a maximum speed of twenty (20) miles per hour.

That the City's Code of Ordinances is hereby amended by amending Sec. 18-17 (4) as follows:

Sec. 18-17 (4). Risen Star Lane. Beginning at a point two hundred fifty-two (252) feet west of the intersection of Joe Morse Drive and ending at a point seventy-five (75) feet east of the intersection of Nathan Lane, a maximum speed of twenty (20) miles per hour.

That the City's Code of Ordinances is hereby amended by adding Sec. 18-17 (11) as follows:

Sec. 18-17 (11). Northern Dancer Lane. Beginning at a point two hundred sixty-nine (269) feet west of the intersection of Joe Morse Drive and ending at the east property line of the C.R. Clements Intermediate School, a maximum speed of twenty (20) miles per hour.

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

That this ordinance shall go into effect upon passage of the ordinance.

**PASSED, APPROVED AND ADOPTED** this 7th day of April 2009, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code* §551.001, et.seq., at which meeting a quorum was present and voting.

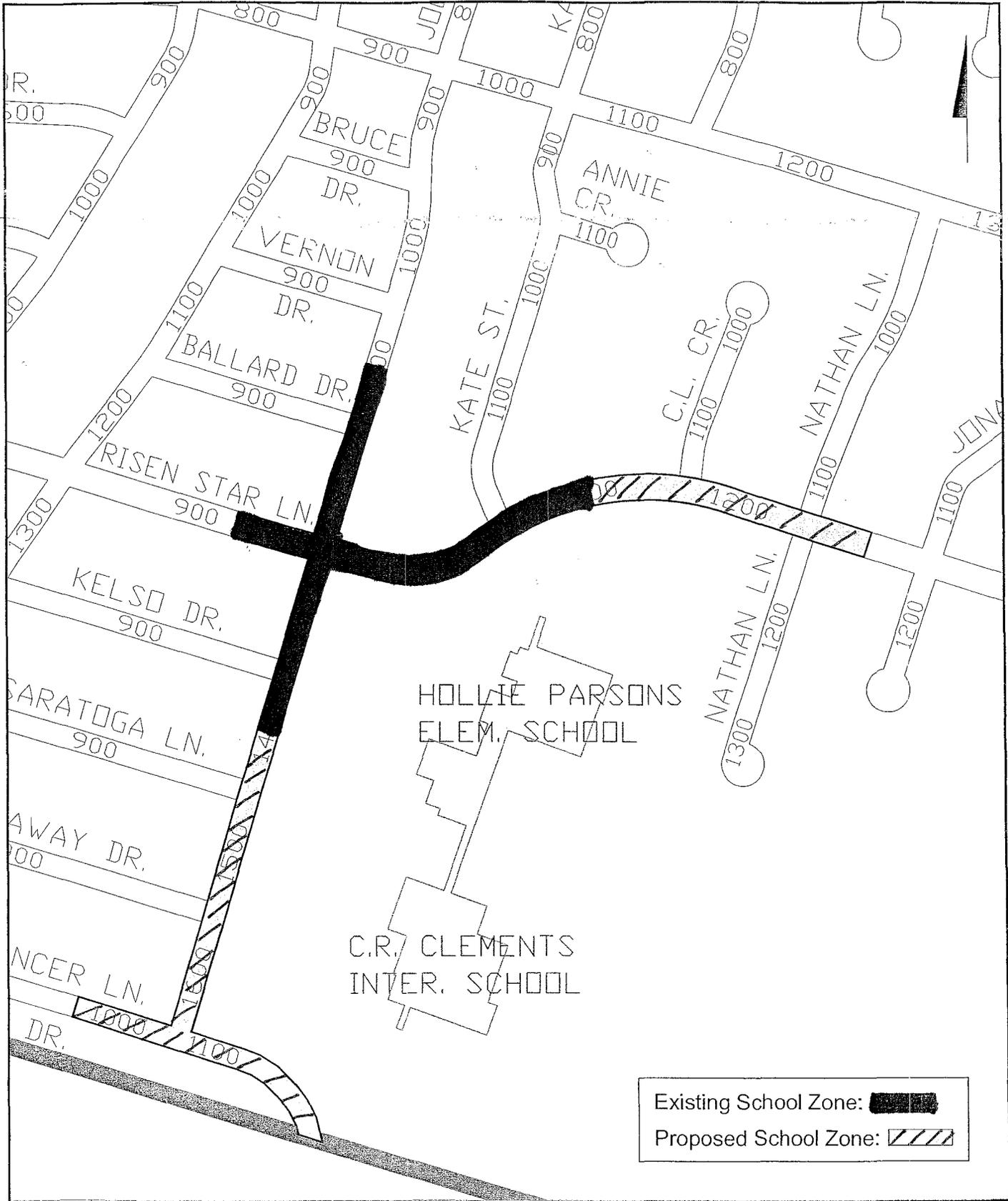
\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Zech, City Attorney



Existing School Zone: 

Proposed School Zone: 

# PROPOSED SCHOOL ZONE

## VICINITY MAP

DATE: March 23, 2009  
 REVISION: N/A  
 SCALE: 1" = 300'  
 DESIGNED BY: City of Copperas Cove, TX  
 DRAWING FILE: Proposed School Zones.dwg  
 SHEET: 1 of 1

CITY OF COPPERAS COVE  
  
 507 SOUTH MAIN STREET  
 COPPERAS COVE, TX 76528  
 PH: (254) 547-4221  
 FAX: (254) 547-4301

## EXISTING ORDINANCE

### Sec. 18-17. Same--In school zones.

It shall be unlawful for any person to operate or drive any vehicle at a speed greater than the speed indicated in the following schedule through any school zone as may be marked or designated within the city on days school is in session and during the times indicated upon signs erected in such zones.

(1) *FM 1113*. Beginning at a point west of the intersection of FM 1113 and FM 116 North a distance of 0.443 miles at mile post 9.072 and ending at a point 0.333 miles westerly of the beginning point at mile post 8.739, a maximum speed of thirty (30) miles per hour.

(2) *Joe Morse Drive*. Beginning at a point one hundred and twenty (120) feet south of the intersection of Kelso Drive and ending at a point one hundred and twenty (120) feet north of Ballard Drive, a maximum speed of twenty (20) miles per hour.

(3) *Ridge Street*. Beginning at the intersection of Bowden Avenue and ending at a point one hundred and seventy-five (175) feet north of Sunny Avenue, a maximum speed of twenty (20) miles per hour.

(4) *Risen Star Lane*. Beginning at a point two hundred and fifty-two (252) feet west of the intersection of Joe Morse Drive and ending at the east property line of the Hollie Parsons Elementary School campus, a maximum speed of twenty (20) miles per hour.

(5) *Robertson Avenue*. Beginning at a point one hundred and forty-three (143) feet west of the intersection of Ridge Street and ending at a point three hundred and forty-three (343) feet east of Williams Street, a maximum speed of twenty (20) miles per hour.

(6) *Sunny Avenue*. Beginning at a point one hundred and twenty (120) feet west of the intersection of Ridge Street and ending at east end of Sunny Avenue, a maximum speed of twenty (20) miles per hour.

(7) *South FM 116*. Beginning at a point 0.612 miles south of the intersection of West Highway 190 at mile post 0.612 and being just south of the intersection of Hughes Avenue and ending at a point 0.160 miles south along FM 116 from the beginning point at mile post 0.772 just south of FM 3046, a maximum speed of twenty-five (25) miles per hour.

(8) *North FM 116 (North 1st Street)*. Beginning at a point 0.199 miles north of the intersection of FM 1113 at mile post 23.717 and being just north of the Hackberry Street/Lincoln Avenue intersection and ending at a point 0.095 miles north along FM 116 from the beginning point at mile post 23.672 just north of the Regan Avenue/Sherman Avenue intersection, a maximum speed of twenty-five (25) miles per hour.

(9) *Avenue E*. Beginning at 11th Street and ending at the west end of Avenue E, a maximum speed of twenty (20) miles per hour.

(10) All other posted school zones, a maximum speed of twenty (20) miles per hour.

(Code 1970, § 25-93; Ord. No. 1999-25, § 2, 7-6-99; Ord. No. 2000-40, § 1, 11-13-00; Ord. No. 2002-06, § 6, 3-19-02)

# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. I-4

Contact – Michael Mundell, Superintendent of Solid Waste, 547-4242  
mmundell@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the City Manager to enter into a municipal solid waste transportation agreement with Comal Transportation LLC for a term of two years, with successive one year renewal options based upon mutual agreement.**

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### 1. BACKGROUND/HISTORY

The City has been working with Waste Management of Texas Inc. since January of 2005 for hauling and disposal of municipal solid waste. It was determined that there would be no City Council quorum to approve a new agreement when the current one expired on January 10, 2009; Waste Management of Texas Inc. agreed to extend the current contract until such time the City Council was able to produce a quorum. Waste Management of Texas Inc. and Comal Transportation LLC have asked to separate the transportation agreement from the disposal agreement.

### 2. FINDINGS/CURRENT ACTIVITY

Under the current agreement the City paid \$33.10 per ton plus a fuel surcharge per trailer load in fiscal year 07/08; after adding the fuel surcharge the price per ton for FY 07/08 is \$40.27 per ton. Comal Transportation LLC has made an offer to provide municipal solid waste transportation services for a two year period at a rate of \$245.00 per trailer, with an average of 20 tons per trailer that would be \$12.25 per ton. When the cost of the proposed disposal and transportation agreements are combined it results in a \$3.02 per ton decrease in the haul and disposal cost from FY 07/08 assuming no fuel surcharge in FY08/09. This offer is for transportation services only, the disposal services will be handled by a different company. Should the retail price of diesel fuel go above \$2.50 per gallon a fuel surcharge of 1.5% per trailer will be applied and for every subsequent increase of \$0.10 per gallon the fuel surcharge will increase 1.5%. The contract has been reviewed by the City Manager and the City Attorney.

### 3. FINANCIAL IMPACT

The rate of \$245.00 per trailer that Comal Transportation LLC has proposed will put the City's solid waste transportation cost at approximately \$147,000 for the

remainder of fiscal year 08/09. The disposal costs are estimated to be \$277,500 for the remainder of fiscal year 08/09 for a total of approximately \$772,895 for fiscal year 08/09; leaving a potential savings of \$170,005 for fiscal year 08/09.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends City Council authorize the City Manager to enter into a municipal solid waste transportation agreement with Comal Transportation LLC for a term of two years, with one year renewal options based on mutual agreement. The agreement start date would be April 15, 2009.

## TRANSPORTATION SERVICE AGREEMENT

THIS TRANSPORTATION SERVICE AGREEMENT (“Agreement”) effective the \_\_\_\_\_ day of \_\_\_\_\_ (the “Effective Date”), is entered into by and between the City of Copperas Cove, Texas, situated in Coryell County, Texas, organized and operating under the provisions of its charter and the Constitution and laws of the State of Texas (“CITY”), and Comal Transportation, L.L.C.. (“CARRIER”), a Limited Liability Company organized under the laws of the State of Texas.

### RECITALS

**WHEREAS**, the CITY and CARRIER desire to enter into a contract for transportation of the CITY’s solid waste at a facility authorized to accept municipal solid waste for disposal;

**WHEREAS**, the proper transportation and disposal of the CITY’s solid waste is critical to the public’s health, safety, and welfare and is a procurement necessary to preserve and protect the health and safety of the CITY’s residents;

**WHEREAS**, this Agreement falls within the exemption set out in §252.022(a)(2) of the Texas Local Government Code;

**WHEREAS**, the CITY has the authority under §363.116 and §363.117 of the Texas Health & Safety Code to enter into this Agreement so that the CITY is provided solid waste management disposal services on the terms considered appropriate by the CITY;

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

1. **DEFINITIONS.** As used herein, the following terms shall have the following meanings.
  - A. “COMPANY” means Waste Management of Texas, Incorporated
  - B. “Destination” or “Destination Location” means the landfills, designated by the CITY as the primary and alternate destinations for the Waste, as identified in ATTACHMENT 1.
  - C. “Equipment” means the tractors, trailers, other vehicles and equipment used by CARRIER to perform Services under this Agreement including such equipment provided by CITY hereunder, if any.
  - D. “Origin” or “Origin Location” means the City of Copperas Cove municipal solid waste transfer station.

E. "Services" means the Waste transportation and other services provided by CARRIER pursuant to this Agreement.

F. "Waste" means all non-hazardous solid waste or recyclables that may be legally disposed of, handled or processed at its given Destination.

G. Words that have a well-known technical or trade meaning, unless otherwise specifically defined in this Agreement, shall be construed in accordance with such well-known meaning, recognized by the solid waste transportation professions and trades.

2. **ORIGIN AND DESTINATION LOCATIONS; DOCUMENTATION**

A. CARRIER agrees to transport Waste under the terms, conditions and rates set forth herein from the Origin to the Destination Locations set forth in ATTACHMENT 1. The CARRIER will not refuse any Waste shipments tendered by the CITY pursuant to this Agreement.

B. CITY will provide or cause to be provided to CARRIER shipping documents for each load of Waste to be transported from the Origin Location to a Destination. At the Destination, the CARRIER will obtain a receipt showing that the load has been delivered and the weight of the delivered load. For each load of Waste delivered, the CARRIER shall promptly (within one (1) business day) deliver to the CITY copies of all shipping documents and/or the delivery receipts tendered to CARRIER by the COMPANY.

3. **TERM OF CONTRACT**

The term of this Agreement shall commence on the effective date, and, subject to the provisions of this Agreement, shall continue for Two (2) YEARS. The term of this Agreement may be renewed for Three (3) additional successive one (1) year terms upon the mutual agreement of the CITY and the CARRIER, in each party's sole discretion.

4. **RATES AND CHARGES; INVOICING AND PAYMENTS**

CITY shall compensate CARRIER for the Services in accordance with the rates and charges and other terms and conditions set forth in ATTACHMENT 1. CARRIER shall bear all costs incurred in performing the Services, including but not limited to: (i) all costs required to operate and maintain the Equipment in a condition and manner consistent with good business practices and industry standards and as required by applicable laws, ordinances and regulations; (ii) all other operating costs for or relating to the insurance, fuel, permits, and licenses; and (iii) all taxes, tolls, expenses, fines and fees incurred in connection with the transportation of Waste from the Origin to the Destination Locations.

5. **VOLUME**

A. During the term of this agreement, CITY intends to use CARRIER as its preferred transporter for the CITY's Waste shipment requirements from the Origin Location to the Destinations covered by this Agreement.

B. CARRIER shall be fully operational and capable of providing the Services in accordance with the terms and conditions set forth in this Agreement on, effective date as listed above, and throughout the term of this Agreement.

C. CARRIER shall make available to CITY during the term of this Agreement (i) three (3) trailers and an adequate number of power units to transport all Waste shipments from the Origin Location to various Destinations on a timely basis. Each trailer shall have a one-hundred (100) cubic yard minimum capacity, and shall be designed to haul the Waste. CITY does not guarantee any volume amounts. Waste will be loaded, staged and tarped by the City. At no time shall Waste loaded in trailers remain at the Origin Location for a period exceeding one (1) business day after notification by CITY to CARRIER that a trailer is ready for transit to the Destination Location. If CITY anticipates that there will be a continuous and sustained increase in the volume of Waste to be transported from the Origin Location, CITY shall provide written notice to CARRIER of such increase and CARRIER shall be provided a reasonable period of time, not less than thirty (30) days after receipt of such notice, to supply additional tractor-trailer units to transport the increased volume of Waste at the rate for additional trailers as set forth in ATTACHMENT 1.

D. In no event shall CARRIER co-mingle Waste collected at the Origin with any other solid waste.

6. **EQUIPMENT AND PERSONNEL**

CARRIER shall provide personnel and Equipment sufficient to provide the Services in a legal and safe manner as specified in Paragraph 5 above, other than any Equipment to be provided by the CITY as specified on ATTACHMENT 1, if any. At a minimum, CARRIER'S Equipment and personnel shall meet the Minimum Standards and Specification in ATTACHMENT 2 attached hereto (the "Minimum Standards and Specification"). CARRIER further warrants that all tractors, trailers and any other vehicles and Equipment used hereunder shall be in roadworthy condition and shall comply with all state and federal laws, regulations and permits, particularly with regard to (i) the replacement of tires and brakes; (ii) legal weight limits for highway transportation; (iii) properly tarping and securing all loads; and (iv) transportation of Waste, including, those relating to the prevention of leaks and airborne materials.

7. **CARRIER'S SERVICES**

A. **Transportation:** CARRIER shall provide the CITY with transportation services for the Waste received by the CITY at the Origin Location in accordance with the operating hours provided under ATTACHMENT 1. At no time shall

Waste loaded in trailers remain at the Origin Location for a period exceeding one (1) business day.

B. **Trailer Loading:** CITY, at its sole cost shall load Waste into CARRIER'S trailers at the Origin Location. CITY shall load the trailers as may be reasonably required and directed by CARRIER, and without damage to the trailers. CITY shall not load the Trailers in excess of the legal load limit.

## 8. **CITY'S OBLIGATIONS**

The CITY agrees to perform all obligations required of the CITY pursuant to the terms of this Agreement, including, but not limited to the following:

- A. The CITY shall designate the Agreement administrator, who shall communicate CITY decisions to the CARRIER on a timely basis as required under this agreement;
- B. The CITY shall timely pay CARRIER pursuant to Paragraph 4 of this Agreement;
- C. The CITY shall operate and maintain the Origin Location in a safe, good and workmanlike manner. The CITY shall provide CARRIER with adequate access for the CITY'S loading of Waste into CARRIER'S trailers. CITY warrants that the access ways for CARRIER'S equipment is sufficient to bear the weight of such equipment;
- D. The CITY shall timely load Waste into CARRIER'S trailers; and,
- E. The CITY shall otherwise comply with its obligations as set forth in this Agreement.

## 9. **PERFORMANCE STANDARDS; COMPLIANCE WITH APPLICABLE LAWS**

A. CARRIER shall ensure that the Services are performed in a professional and workmanlike manner and in compliance with all applicable Federal, State, or local laws, ordinances, rules, regulations and permits, including, but not limited to, Federal Motor CARRIER Safety Regulations (49 CFR Parts 381-399), Federal and State vehicle codes, state commercial driver licensing laws, and federal OSHA standards. Without limiting the foregoing, the CARRIER further warrants that it has not received a "Conditional", "Unsatisfactory" or "Unfit" safety rating pursuant to 49 CFR Part 385; in the event that CARRIER receives a "Conditional", "Unsatisfactory, or "Unfit" safety rating, CARRIER shall immediately notify CITY in writing. If such "Conditional", "Unsatisfactory, or "Unfit" safety rating is received by CARRIER, CITY shall have the right to terminate this Agreement if CARRIER fails to remedy such determination within a reasonable time period (not to exceed ninety (90) calendar days of CARRIER'S receipt of such rating). CARRIER shall at all times have and maintain all required permits, authorizations, registrations, franchises, certificates, licenses, and approvals.

It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of the CITY to pass or enforce necessary police and health regulations for the protection of its inhabitants. It is further agreed and understood that, if the CITY calls the attention of the CARRIER to any such violation on the part of the CARRIER, its officers, employees, contractors, or subcontractors, CARRIER shall immediately desist from such activity and correct such violation.

B. The CITY shall have the right to inspect, review and monitor CARRIER'S performance under this Agreement. If, following a review or inspection, the CITY reasonably believes that CARRIER'S performance is not in compliance with this Agreement, then the CITY shall give written notice of the default to CARRIER, and CARRIER shall have the time periods provided in Paragraph 14 below, if any, to cure such default.

10. **CITY/COMPANY OPERATING RULES**

CARRIER shall fully and promptly comply with all operating rules that are applicable to the Services and to CARRIER'S entry into the Origin and the Destination Locations, including those provided at ATTACHMENT 2. CITY and COMPANY may reasonably modify such operating rules from time-to-time. At CITY'S request, CARRIER or any permitted substitute CARRIER shall replace its employees, agents, or representatives who fail to follow such operating rules. CITY shall also have the right to deny CARRIER or permitted substitute CARRIER'S entry to any Origin or Destination Location of the CITY at which Services are performed and/or to terminate this Agreement (in part or in whole) if CARRIER, any permitted substitute CARRIER or their respective employees, agents or representatives fail to follow such operating rules and such failure is continuing ten (10) days after CITY'S written notice to CARRIER or immediately upon CARRIER'S receipt of notice of the third such failure.

11. **CUSTODY AND HANDLING OF WASTE**

CARRIER shall have the sole and exclusive responsibility and liability for the care, custody and control of the Waste from the time CARRIER attaches its tractor to a trailer loaded with Waste at the Origin Location until the waste is discharged from such trailer at the Destination. Except in the event and to the extent of CITY'S negligence, CARRIER assumes full responsibility and shall bear all liability for any and all damages and fines occurring during the time that the Waste is in CARRIER'S control, custody or possession. Notwithstanding the foregoing, at no time will title to the Waste be vested in CARRIER.

12. **MAINTENANCE; DAMAGES; REPAIRS; PENALTIES**

A. CARRIER shall give notice to CITY within a reasonable time (in no case to exceed ten (10) calendar days) of and assume liability for any fine, traffic ticket, or notice of violation of any statute, ordinance or regulation received while performing the

Services, excluding any tickets or fines for overweight violations caused by the CITY overloading a Trailer.

B. CITY shall promptly repair all damages occurring to any of CARRIER'S Equipment caused solely by CITY while such Equipment is located at the Origin Location through the loading process, excluding normal wear and tear. If CITY damages and does not adequately repair CARRIER'S Equipment, CARRIER may submit a bill for the costs of repairs and labor expenses incurred, associated with such damage, and CITY shall promptly reimburse CARRIER. CARRIER agrees to notify CITY within twenty-four (24) hours of any damage to the Trailers or Equipment.

13. **GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for causes of action arising out of this Agreement shall be brought in Coryell County, Texas.

14. **TERMINATION**

A. CITY shall have the right to terminate this Agreement:

1. with fifteen (15) days prior written notice to CARRIER, if CARRIER fails to provide sufficient empty trailers in the loading area at the Origin Location, as required by the Agreement, and fails to remedy the insufficiency within such time frame or upon receipt of notice of the third such failure.
2. with two (2) days prior written notice to CARRIER, if CARRIER fails to accept, transport and unload any Waste rendered by CITY to CARRIER under this Agreement;
3. immediately if CARRIER fails to maintain, at CARRIER'S sole cost and expense, the insurance provided for, and in accordance with the terms and conditions set forth, in Paragraph 16 below;
4. immediately if CARRIER fails to maintain, or comply with all requirements, any and all permits approvals or licenses required by federal, state, or local law, statute or ordinance necessary to CARRIER'S performance of this Agreement.
5. with ten (10) days prior written notice to CARRIER if CARRIER fails to abide by CITY's or COMPANY'S operating rules at either the Origin or Destination locations or immediately upon receipt of a third such notice, in accordance with Paragraph 10 above;
6. immediately if CARRIER or any subsidiary makes an assignment for the benefit of creditors, or admits in writing its inability to pay or generally fails to

pay its debts as they mature or become due, or petitions or applies for the appointment of a trustee or other custodian, liquidator or receiver or for any substantial part of its assets or commences any case or other proceeding relating to CARRIER or any subsidiary under bankruptcy, reorganization, arrangement, insolvency, readjustment of debt dissolution or liquidation or similar law of any jurisdiction, now or hereafter in effect, or takes any action to authorize in furtherance of any of the foregoing, or if any such petition or application is filed or any such case or other proceeding is commenced against CARRIER or any subsidiary, and the CARRIER or the subsidiary, as applicable, indicates its approval thereof, consent thereto or acquiescence therein;

7. immediately if a decree or order is entered appointing any such trustee, custodian, liquidator or receiver or adjudicating CARRIER or any subsidiary bankrupt or insolvent, or approving a petition in any such case or other proceeding, or a decree or order for relief is entered in respect of CARRIER or any subsidiary in an involuntary case under federal bankruptcy laws of any jurisdiction as now or hereafter constituted, and such decree or order remains in effect for more than thirty (30) days, whether or not consecutive;

8. if CARRIER fails to comply with any other term or provision of this Agreement and any such failure is continuing fifteen (15) days after CITY provides written notice of such failure to CARRIER; or

B. CARRIER shall have the right to terminate this Agreement (in part or in whole):

1. with thirty (30) days prior written notice to CITY, if CITY fails to make a payment of an invoice not in dispute on its due date and such failure remains uncured during the thirty (30) day period;

2. immediately if CITY fails to maintain, or comply with all requirements, any and all permits approvals or licenses required by Federal, State and local law, statute or ordinance necessary to CITY'S performance of this Agreement; or

3. if CITY fails to comply with any other term or provision of this Agreement and any such failure is continuing fifteen (15) days after CARRIER provides written notice of such failure to CITY.

#### 15. **INDEPENDENT CONTRACTOR**

It is understood by the parties hereto that the CARRIER and its employees are not agents or employees of the CITY, but CARRIER is an independent contract.

#### 16. **INSURANCE**

CARRIER shall maintain, as its sole cost, and shall require any subcontractors it may engage to maintain at all times during the term of this Agreement, the insurance coverage set forth below:

- a) Workers' Compensation Insurance as required by laws and regulations applicable to and covering employees of CARRIER engaged in the performance of the transportation Services under this Agreement;
- b) Commercial General Liability Insurance including products and completed operations with limits less than \$1,000,000 per occurrence and in the aggregate;
- c) Automobile Liability Insurance including non-owned and hired vehicle coverage with limits of liability of not less than \$1,000,000;
- d) Accident clean-up \$100,000.

In addition to all the other risks for which coverage is provided in this Section 16, the Commercial General Liability Insurance shall cover the contractual liability assumed under Paragraph 17 (Indemnification).

Prior to commencement of the Services, CARRIER shall deliver to CITY a certificate evidencing the required coverages including, but not limited to, coverage for CARRIER'S indemnity obligations and naming the CITY and COMPANY (Waste Management of Texas, Inc.) as additional insureds with waivers of subrogation. This certificate shall provide that any change restricting or reducing coverage or the cancellation of any policies under which certificates are issued, shall not be valid as respects the CITY'S and COMPANY'S interests therein until CITY and COMPANY have received thirty (30) days' written notice of such change or cancellation. To the proportionate extent only that CARRIER'S negligence, acts or omissions causes the CITY or COMPANY'S damages, the certificate shall state that the insurance is primary coverage and not concurrent or excess over other valid insurance which may be available to CITY and/or COMPANY. CITY and COMPANY shall be included as additional insured as respects operations of CARRIER, its subcontractors and agents, but only as it respects claims or suits arising out of the negligence of CARRIER, its employees and anyone CARRIER is legally liable for while in the course of CARRIER'S business.

CARRIER agrees to comply with all terms of the insurance contracts referenced in this Paragraph 16 (Insurance). Failure of CARRIER to keep the required insurance policies in full force and effect during the term of this Agreement, and during any extensions thereof, shall constitute a breach of this Agreement and CITY shall have to right, in addition to any other rights, to immediately cancel and terminate this Agreement without further cost to the CITY, except for liabilities and/or obligations incurred by CITY prior to termination of the Agreement or which otherwise survive termination of the Agreement as provided herein. Nothing contained in these provisions relating to coverage and amounts set out herein shall operate as a limitation of CARRIER'S liability in tort or contract under the terms of this Agreement.

17. **IMMEDIATE ACCIDENT RESPONSE**

If any loss of load of any nature or kind (referred to hereinafter as "Discharge") into the environment occurs as a result of the performance of this Agreement by

CARRIER, its agents, employees, or subcontractors, CARRIER shall immediately proceed to stop or abate such Discharges, and shall immediately notify CITY, and confirm the same in a writing to CITY within twenty-four (24) hours, and make any other notifications of such occurrence to governing or regulatory bodies as may be required of CARRIER by law.

CARRIER shall, at its expense, be responsible for loss of load response action and environmental remediation required as a result of such Discharges, including disposal of any waste resulting therefrom.

If, while providing the Services, CARRIER, or any of its employees, agents, or subcontractors (i) is involved in an accident or incident causing injury or damage to any person or property or a spill or waste; or (ii) receives any fine, traffic ticket, or notice of violation of any statute, ordinance or regulation, CARRIER shall immediately advise the CITY of the incident and shall confirm the details of the incident in writing to the CITY not later than twenty-four (24) hours thereafter.

18. **FORCE MAJEURE**

In the event performance of this Agreement, by either party, is affected by strike or other labor disturbances, fire, riot, war, weather conditions, Act of God, governmental actions or regulations, governmental requests or requisitions for National defense, or any other cause beyond the reasonable control of either party, the running of all periods of time mentioned herein shall be suspended during such interruption. Such period of suspension shall not in any way invalidate this Agreement, but on resumption of operations, the deliveries shall be continued and liability shall not be incurred by either party for damages resulting from such suspensions. Economic hardship shall not be considered an event of Force Majeure. In the event of Force Majeure affecting a party's obligations hereunder, such party shall immediately notify the other party in writing.

19. **NOTIFICATION**

All notices required to be given by this Agreement shall be in writing and addressed to the respective parties at the following addresses:

**CITY**

City of Copperas Cove  
Attn: Solid Waste Superintendent  
2605 S. FM 116  
Copperas Cove, TX 76522

**CARRIER**

Comal Transportation, L.L.C.  
Attn: John Taylor  
PO Box 1106  
Georgetown, TX 78627

20. **ASSIGNABILITY**

Neither party shall assign its rights, responsibilities and obligations under this Agreement without the prior written consent of the other party. If this Agreement is

assigned as provided above, it shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. In the event CARRIER, with CITY's written consent, subcontracts any of its responsibilities and obligations under this Agreement (including to any approved substitute carriers), CARRIER shall require all substitute carriers and other subcontractors to comply with the terms, conditions, and standards contained in this Agreement and CARRIER shall remain liable to CITY for each substitute carrier's and other subcontractor's performance of the Services (including any loss, damage or delay sustained by CITY), as if the Services were provided by the CARRIER itself.

21. **ADMINISTRATIVE**

CARRIER must provide copies of the following prior to the Effective Date of this Agreement to CITY, and thereafter, within three (3) business days after written request by CITY (unless provided otherwise below):

- a. Operating authority;
- b. Current Insurance CARRIER
- c. Executive, operations, emergency and customer service contacts with telephone numbers;
- d. Latest Bureau of Motor CARRIER Safety Survey or U.S. DOT Safety Rating; and
- e. Any and all permits required for CARRIER to operate in those states or jurisdictions where the Origin or Destination Locations are located or to provide Services under this Agreement.

22. **DISPUTE RESOLUTION/ATTORNEY'S FEES**

If a claim or dispute arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Agreement, both Parties agree to attempt to resolve the claim or dispute at a meeting between the principals within ten (10) business days of receipt by either party of a notice and description of the dispute. If the claim or dispute cannot be resolved through the meeting, and unless otherwise mutually agreed, either party may file suit in an appropriate court as provided in this Agreement. As provided under § 271.159 of the Texas Local Government Code, both parties agree that reasonable attorney's fees shall be available to the prevailing party of any claim adjudicated hereunder.

23. **NON-DISCRIMINATION**

CARRIER, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, age, creed, color, national origin, or the American Disabilities Act. CARRIER must be an equal opportunity employer.

**24. RIGHTS/REMEDIES CUMULATIVE**

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Agreement are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**25. SOVEREIGN IMMUNITY**

The CITY and CARRIER acknowledge that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including §§ 271.151 through 271.160 of that Code, and including the attorney's fees provisions of § 271.159. Accordingly, both parties agree that governmental or sovereign immunity is not a defense to suit to enforce the terms of this Agreement, and City hereby expressly waives its sovereign immunity for the purpose of adjudicating a claim for breach of contract under this Agreement.

**26. NO WAIVER**

No waiver by CITY or CARRIER of any default of the other under this Agreement shall operate as a waiver of any future default whether of like or different character.

**27. COUNTERPARTS**

This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one and the same instrument.

**28. SEVERABILITY**

If any part of the Agreement is for any reason found to be unenforceable, all other portions nevertheless remain enforceable.

**29. ENTIRETIES**

This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein, and there are no other agreements or understandings whatsoever expressed or implied relating to the subject matter thereof.

Signature page and ATTACHMENTS 1 AND 2 follow.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF COPPERAS COVE:

By: \_\_\_\_\_

Title: City Manager

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

Attest: \_\_\_\_\_  
City Secretary

COMAL TRANSPORTATION, L.L.C.:

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_

## ATTACHMENT 1

### 1. ORIGIN AND DESTINATION LOCATIONS:

#### 1.1 Origin:

City of Copperas Cove, Texas Transfer Station located, 2605 S. FM 116, Copperas Cove, TX 76522("CITY Transfer Station")

#### 1.2 Destinations:

PRIMARY destination: City of Temple Landfill located at 706 Landfill Road, Temple, TX 76501

SECONDARY destination: Austin Community Landfill located at 9900 Giles Road, Austin, TX 78754.

CARRIER shall transport all Waste to the PRIMARY location unless otherwise directed in advance by the CITY. CARRIER shall operate in accordance with paragraph 4 of this ATTACHMENT 1.

### 2. INVOICING AND PAYMENT:

2.1 CARRIER shall submit to CITY monthly invoices for the Services provided and, where applicable, a copy or the original shipping order or delivery receipt, and any other reports or information required by the CITY, including weight tickets from the Destination.

2.2 CITY shall issue payment for all undisputed amounts due on the first payable cycle in the month following the previous months services rendered. If the CITY receives any invoice or portion thereof that it believes was billed in error, the CITY will timely pay the undisputed portion of the invoice, and before the invoice payment is due, notify CARRIER in writing of the portion that the CITY believes to be billed in error, together with information supporting the CITY's assertion. The due date for these disputed sums shall then be extended for fifteen (15) days (or such later time as both parties may agree) from that date that CARRIER provides the CITY with all reasonably requested supporting documentation as to the legitimacy and accuracy of the disputed amount. If such invoicing dispute cannot be remedied as provided in this Paragraph, both CITY and CARRIER shall resolve the dispute in accordance with Paragraph 22 of this Agreement.

### 3. BASE RATES AND CHARGES: (Base Rate shall remain constant).

ORIGIN LOCATION	DESTINATION LOCATION	\$/Base Rate INCLUDING TRAILER
City Transfer Station	City of Temple Landfill	245/per load
City Transfer Station	Austin Community Landfill	335/per load

**4. OPERATING HOURS:**

PRIMARY destination (Temple Landfill):

Monday through Friday: 7:00 a.m. to 5:00 p.m.

Saturday: 7:00 a.m. to 2 p.m.

Sunday: Closed Sunday

SECONDARY destination (Austin Community Landfill):

Monday through Friday: 4:00 a.m. to 4:00 p.m.

Saturday: 6:00 a.m. to 1:00 p.m.

Sunday: Closed Sunday

**5. FUEL SURCHARGE:**

There shall be a fuel surcharge adjustment to the Base Rate(s) listed above. The fuel surcharge will consist of a one and a half (1.5) percent price adjustment for every (ten) 10 cent increase or decrease, as the case may be, in diesel fuel (i) above \$2.50 per gallon. Each increase or decrease will be calculated based on the Base Rate provided above. The diesel fuel price shall be as determined weekly by reference to the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) Weekly Retail on Highway Diesel Prices for the Gulf Coast. The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>

The surcharge for each week will be determined by referencing this website each Monday morning. Each week's applicable surcharge so determined shall be clearly itemized on the CARRIER'S weekly invoice to the CITY as a separate line item. Any adjustment to any invoice by paragraph 6 of this ATTACHMENT 1 shall not be included when calculating any surcharge hereunder.

**6. CONSUMER PRICE INDEX (CPI) ANNUAL INCREASE**

After the expiration of the first twelve (12) months of this Agreement, and subsequently for each following twelve (12) month period for the duration of this Agreement, CARRIER may add a separate line item to each invoice in an amount equal to the same net percentage increase, if any, as the CPI indicated in the next paragraph. Any such increase shall be added at the beginning of each subsequent twelve (12) month period.

The CPI increase shall be calculated by multiplying the Base Rate by the same net percentage as the Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 =100): U.S. city average, Detailed Report, Annual Average Indexes, Table 1A. Special Indexes for "All Items Less Energy," not seasonally adjusted, published by the U.S. Department of Labor, Bureau of Labor Statistics (the 2007 report, for example only, can be located at [http://www.bls.gov/cpi/cpi\\_dr.htm#2007](http://www.bls.gov/cpi/cpi_dr.htm#2007) ). The first such index used to

determine an increase, if any, beginning in the second year of this Agreement will be titled Annual Average Indexes 2008, Table 1A., "All items less energy." Increases, if any, in this line item shall be cumulative from year to year, not to exceed 5% in any one year.

Any such increase shall be clearly itemized on the CARRIER'S weekly invoice and shall not be considered, for fuel surcharge calculations, to be an increase in the Base Rate. CARRIER shall notify the City sixty (60) days prior to the addition of the CPI line item, if any, of the CPI percentage as calculated hereunder.

**7. CITY EQUIPMENT & STAGING:**

CITY will supply any and all necessary personnel and power units required to ensure adequate staging and efficient operations at the City location under this Agreement.

**8. TRAILERS/ADDITIONAL TRAILERS**

The above stated rate of \$245.00 and \$335.00 for the City of Temple and Austin Community Landfills, respectively, per load includes the availability and use of 3 trailers. CITY shall have the right to rent up to three (3) additional trailers, as requested by CITY, at a rate of \$750.00 per month, per trailer, which shall be pro-rated for any partial month.

## ATTACHMENT 2 MINIMUM STANDARDS AND SPECIFICATIONS

In addition to compliance with all applicable federal, state, and local laws, regulations, and ordinances, CARRIER and CARRIER'S Equipment shall meet the following minimum standards and specifications.

A. All drivers shall have:

1. a current and appropriate State Commercial Drivers License;
2. a copy of the vehicle registration, inspection sticker and insurance card for the vehicle the driver is operating;
3. the most recent annual Motor Vehicle Report (not to exceed 6 months of current date; and,
4. a current and valid U.S. DOT required medical certificate.

B. CARRIER shall maintain current Driver Qualifications and Training files for each driver and shall keep on file all pre-trip and post-trip vehicle condition reports for a six (6) month period.

C. Tractors and trailers shall meet all current U.S. DOT and appropriate State inspections, licenses, regulations and permits, without limitation.

D. Tractor hoses shall be kept clean and must be arranged to eliminate any chance of falling to the ground and becoming entangled with the driveshaft, fifth-wheel or frame.

E. All drivers shall ensure trailers are properly secured and tarped prior to departure.

F. All drivers shall operate in the safest, most effective manner possible while in the Origin Location, on a public or private property, and in the Destination Location by obeying all posted signs, directions from designated spotters, and applying all their experience to safely and effectively accomplish their assignment.

G. All drivers shall apply their best judgment and professionalism to gauge rest or meal breaks to eliminate any convoying of our trailers.

H. All drivers shall use only tractor-trailer routes that will accommodate all of the following:

- Appropriate height and weight restrictions.
- Routes that minimize time spent away from the Origin Location.

I. All trailers provided shall be empty, and shall not have been used for the transport of Special or Hazardous Waste, as defined by any Federal, State or local law, or other regulated substance without having been cleaned, prior to deployment for transport of CITY's waste materials.

J. CARRIER shall not back-haul food products unless previously approved by CITY.

K. All drivers shall cooperate completely in timely finishing and furnishing documentation within one (1) business day of each assignment in accordance with Paragraph 2A of this Agreement, including filing appropriate paperwork with a dispatcher if any discrepancy is observed or experienced.

L. CARRIER shall not hold or receive a “Conditional” or “Unsatisfactory” safety rating with the U.S. DOT. or other applicable State agency.

# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. I-5

Contact – Michael Mundell, Superintendent of Solid Waste, 547-4242  
mmundell@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the City Manager to enter into a municipal solid waste disposal agreement with Waste Management of Texas Inc. for a term of two years, with successive one year renewal options based upon mutual agreement.**

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### 1. BACKGROUND/HISTORY

The City has been working with Waste Management of Texas since January of 2005 for hauling and disposal of municipal solid waste. It was determined that there would be no City Council quorum to approve a new agreement when the current one expired on January 10, 2009; Waste Management of Texas agreed to extend the current agreement until such time the City Council was able to produce a quorum. Waste Management of Texas Inc. and Comal Transportation LLC have asked to separate the transportation agreement from the disposal agreement.

### 2. FINDINGS/CURRENT ACTIVITY

Under the current agreement the City paid \$33.10 per ton plus a fuel surcharge per trailer load in fiscal year 07/08; after adding the fuel surcharge the price per ton for FY 07/08 is \$40.27 per ton. Waste Management of Texas Inc. has made an offer to provide municipal solid waste disposal services for a two year period at a rate of \$23.75 per ton plus the required State Fee of \$1.25 per ton for an actual cost of \$25 per ton. When the cost of the proposed disposal and transportation agreements are combined it results in a \$3.02 per ton decrease in the haul and disposal cost from FY 07/08 assuming no fuel surcharge with the new contract. This offer is for disposal services only, the transportation services will be handled by a different company. Should the retail price of diesel fuel go above \$5.00 per gallon a fuel surcharge of 1% will be applied to the disposal rate and for every subsequent increase of \$0.50 the fuel surcharge will increase 1%. The agreement has been reviewed by the City Manager and the City Attorney.

### 3. FINANCIAL IMPACT

The rate of \$25 per ton that Waste Management of Texas Inc. has proposed will put the City's disposal cost at approximately \$625,895 for fiscal year 08/09. The

transportation costs are estimated to be \$147,000 for the remainder of fiscal year 08/09 for a total of approximately \$772,895; leaving a potential savings of \$170,005 for fiscal year 08/09.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that City Council authorize the City Manager to enter into a municipal solid waste disposal agreement with Waste Management of Texas Inc. for a term of two years, with one year renewal options based on mutual agreement. The agreement start date would be April 15, 2009.

## **Non-Hazardous Waste Landfill Disposal Agreement**

This Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009 by and between Waste Management of Texas, Inc., a Texas corporation (the "Company"), and the City of Copperas Cove (the "City").

WHEREAS, the City and Company desire to enter into a contract for disposal of the City's solid waste at a facility authorized to accept municipal solid waste for disposal;

WHEREAS, the proper disposal of the City's solid waste is critical to the public's health, safety, and welfare and is a procurement necessary to preserve and protect the health and safety of the City's residents;

WHEREAS, this Agreement falls within the exemption set out in §252.022(a) (2) of the Texas Local Government Code;

WHEREAS, the City has the authority under §363.116 and §363.117 of the Texas Health & Safety Code to enter into this Agreement so that the City is provided solid waste management disposal services on the terms considered appropriate by the City;

WHEREAS, this Agreement is for the disposal of approximately 25,000 tons per year of Acceptable Waste as defined in Paragraph 1 delivered by the City to the Company; and

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereby agree as follows:

**1. Acceptable Waste.** City agrees to deliver and Company agrees to accept for disposal a projected (based on the City's history for fiscal year 2007/2008 (10/01/2007 through 09/30/2008)) annual tonnage of approximately 25,000 tons per year of Acceptable Waste as defined herein at a properly authorized disposal site. This amount may fluctuate as described in Paragraph 3 below. The City warrants that the waste to be delivered to the Landfill hereunder (i) will be of the type that can legally be disposed of at a Type I, Municipal Solid Waste Facility; (ii) is the type of waste that is acceptable at the City of Copperas Cove transfer station under its state issued permit, (iii) will not contain any hazardous, radioactive, or toxic waste or substance as defined by applicable federal, state or local laws or regulations; and (iv) will not contain any Special Waste unless specifically described in a generator's waste profile sheet and attached hereto or which Company later agrees to accept in writing. The City's waste meeting the criteria of (i), (ii), (iii) and (iv) above shall be referred to as "Acceptable Waste" or "Waste" and all other waste shall be referred to as "Unacceptable Waste." Title to Acceptable Waste shall transfer to the Company upon Company's acceptance of the Waste for disposal into the Landfill.

For the purposes of this Agreement, Special Waste means waste defined as such by the Texas Commission on Environmental Quality in Title 30, Chapter 330.3 (148) of the Texas Administrative Code (TAC) that requires special handling, special disposal methods, or

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manifesting at the disposal facility. The City agrees to comply with all precautions, limitations, and conditions placed on the disposal of Special Waste by the Company, and to comply with all applicable laws, regulations, and rules related to Special Waste. If the City or its contracted transporter delivers or unloads waste at the Landfill that is thought to be Acceptable Waste, but subsequently the City or its contracted transporter obtains knowledge or information that such waste is or may be Unacceptable Waste, the City shall inform the Company immediately. Neither title to nor liability for Unacceptable Waste shall vest in the Company at any time.

**2. Term of Agreement.** This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 2009 and shall remain in effect for two (2) years (the "Effective Date"). Thereafter, this Agreement may be extended for three (3) additional terms of one (1) year each upon the mutual agreement of the parties as reflected in writing not less than sixty (60) days prior to the expiration of the then expiring term. The initial term and any extension are referred to as the "Term."

Funds for payment for the services described in this Contract have been provided through the City budget approved by City Council for the current fiscal year only. State statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of the City to be included in each proposed budget within the foreseeable future. The City expects this to be an integral part of future budgets to be approved during the period of the Contract. However, the City cannot guarantee the availability of funds, and enters into the Contract only to the extent such funds are made available. If funding for continuation of the Contractor's services is not available, the City may terminate this Contract by providing 30 days notice the Contractor. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

**3. Rates for Disposal.**

- a. Although the City, in accordance with Paragraph 5 below, grants Company the exclusive right to receive for disposal the municipal solid waste as defined in that paragraph, no minimum monthly tonnage requirement is hereby established, as many factors, such as waste minimization, curb side recycling or other waste reduction methods mandated by local, state and federal regulations, population increases and decreases, or other factors, may result in increases or decreases in the amounts of waste to be processed under this Agreement. However, as stated in this Agreement, the City approximates, based on past levels and future projections that 25,000 tons per year will be disposed of pursuant to the terms of this Agreement.
- b. The disposal rate will be fixed for the first twenty-four (24) months in accordance with Exhibit A attached hereto (the "base rate" or "base disposal rate"), provided the City abides by the terms of this Agreement. Company will also include in its invoice, payable by the City, the required State fees as provided under the Texas Health & Safety Code § 361.013 or other applicable law or regulation (when these fees are added to the base rate the amount shall constitute the "final rate"). After the

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expiration of the first twenty-four (24) months of this Agreement, and subsequently for each following twelve (12) month period for the duration of this Agreement, Company may adjust, upon petition to and approval by the City Council, at the end of each twelve (12) month period, its base rate by the same net percentage as the local (or if none, "US City Average") Consumer Price Index for all Urban Consumers (1982-1984=100), not seasonally adjusted, published by the US Department of Labor, Bureau of Labor Statistics shall have increased, if any, during the preceding twelve months as measured from September of the previous year to September of the then current year. Company shall notify the City sixty (60) days prior to its intent to petition the City Council for the implementation and adjustment of the base rate as provided for in this paragraph.

- c. After the expiration of the first twenty-four (24) months of the Agreement, and subsequently for each following twelve (12) month period for the duration of the Agreement, the disposal rate shall be subject to a fuel surcharge as follows: The base disposal rates will be subject to a disposal only fuel surcharge of an additional one percent (1%) for every fifty cent (\$0.50) increase in the price of diesel fuel above and including \$5.00 per gallon (with a 1% surcharge beginning at \$5.00 per gallon, and a 2% surcharge at \$5.50 per gallon, etc.). The diesel fuel price shall be determined on a weekly basis each Monday for that week by reference to the Energy Information Administration of the U.S. Department of Energy (EIA/DOE) Weekly Retail on Highway Diesel Prices for the Gulf Coast. Each week's applicable surcharge so determined shall be clearly itemized on the Company's monthly invoice to the City as a separate line item. .
- d. The disposal rates contained in this Agreement are valid and applicable only at the City of Temple Landfill, located at 706 Landfill Road, Temple, Texas, 76501 and the Austin Community Landfill, located at 9900 Giles, Austin, Texas, 78754 (hereafter collectively referred to as "Landfill"). **Exhibit A** attached hereto contains the disposal rates for City for the first twenty-four (24) months of the Agreement.
- e. Except as provided in paragraph 3a., the Company may adjust the disposal rates hereunder in proportion to increases in the Company's cost for or resulting from (i) changes in any laws, ordinances, regulatory requirements or guidelines, (including changes in construction or interpretation thereof or changes in the manner or method of enforcement thereof by the applicable regulating authority), (ii) orders, directives, or instructions by contract, resolution or otherwise of any court of law, commissioners' court, city council or governmental body or instrumentality thereof affecting amounts charged to landfill users, **excluding** fines or judgments levied on Company resulting from Company's violation of any federal, state or local law, (iii) reasonable additional preparation for other work required by any sample of Special Waste or actual, newly disclosed or newly discovered changes in the properties, characteristics or conditions of the Waste, or new handling procedures required by federal, state, or local regulations. The Company will provide written notice to the City of the fee increase or decrease, with supporting information and an explanation for determining the impact of the fee change on the Company's rate under this Contract.

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- f. During the Term of this Agreement should an increase or a new fee, tax or charge by any local, state, or federal government entity be charged specific to the solid waste disposal industry and assessed upon waste disposal, such additional fees, taxes or charges, as directly related to the City's Waste disposed at the given Landfill will be borne by the City.

**4. Compliance with Laws.** The City shall, in all matters relating to the collection, transportation and disposal of the Waste hereunder, comply with all applicable federal, state and local laws, regulations, rules and orders relating to such activities. City represents and warrants that the Waste it or its contractor transports to the Company for disposal will not contain any unacceptable quantity of hazardous, radioactive or toxic materials or substances. The City represents that it and its contractors will utilize all necessary and appropriate methods to screen waste coming through the City owned transfer station, which Waste is scheduled for disposal at the Landfill, to help ensure such waste does not contain or constitute Unacceptable Waste.

In performing this Contract, the Company, its subcontractors, successors and assigns will comply with all applicable local, state and federal laws.

**5. Exclusivity.** The City agrees that this Agreement is exclusive, and that the Company shall have the exclusive right to receive for disposal all of the municipal solid waste generated within the corporate limits of the City, excluding recyclables and brush and other composting materials removed from the waste stream prior to transport to Company's Landfill, for the term of this Agreement. Regardless of whom transports the waste, the City agrees that it will require any waste hauler to transport and dispose of all City waste, as qualified in this Paragraph, pursuant to this Agreement.

**6. Operating Rules.**

a. The Company reserves the right to make and enforce reasonable rules and regulations concerning Landfill operations, the conduct of the drivers and others on Company or Landfill premises, quantities and sources of Waste, and any other matters necessary or desirable for the safe, legal and efficient operation of the landfill. City and/or its waste hauling contractor agree to conform to such rules and regulations as they may be established and amended from time to time. To the extent that it is impossible for the City and/or its waste hauling contractor to conform to any such rules and regulations enacted after the effective date of this Agreement, the City may terminate this agreement upon 30 days written notice to Company with no further obligations under this agreement other than for payment of services previously rendered.

b. The Company shall have the right to refuse to allow disposal of any Waste that does not conform to the requirements of this Agreement or to any applicable law, regulation, rule or order, even if only a part of the waste load is nonconforming. City or its waste hauling contractor shall inspect all Waste at the place of collection, and shall remove any Unacceptable Waste before transporting it to the Landfill. The Company shall have the right to inspect all trucks of waste haulers including City in order to determine whether the Waste is conforming or nonconforming. It is understood, however, that the failure of the Company to perform any such

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inspection, or the failure of the Company to detect Unacceptable Waste despite such inspections, shall in no way relieve City of its obligations to dispose of only Acceptable Wastes. City shall be responsible for and bear all reasonable expenses incurred by Company for the removal and proper disposal of Unacceptable Waste delivered by City in accordance with Paragraph 13 below.

c. Scales. The parties agree to use scales located at the Transfer Station ("Scales") to determine trailer weights, and such weight shall be used in determining the invoice amount. Company shall have the right, from time to time, at its sole cost, to verify the accuracy of the Scales; provided, however, in the event the Scales are inaccurate in excess of one per cent (1%), then City shall immediately (i) correct the Scales, and (ii) reimburse Contractor for the cost of such testing. In the event the Scales are not operative, weights used for billing the City shall be based on the Trailer weights for the twenty-four (24) hours of operation prior to the failure of such Scales. In no event shall the City permit the scales to be inoperative in excess of forty-eight (48) hours, nor more than three times during any calendar month.

d. In the event that the City or its contractor's vehicle should become incapacitated or unable to move while on the Landfill premises, the Company may, but shall not be obligated to, provide assistance in moving the vehicle. In such circumstances, the City or its contractor's driver or agent shall make any necessary connections to City's vehicle and City expressly agrees that the Company shall have no liability for damage, except damages resulting from negligence or gross negligence of Company, to the City or its Contractor's vehicle or property while providing such assistance.

e. Company agrees that, for the purposes of this Agreement, City or City's waste hauler shall be allowed to access the Landfill in accordance with the schedule as provided on Exhibit A attached hereto. All Waste acceptance hours at the Landfill must be in compliance with the Landfill's TCEQ issued municipal solid waste permit. The City will generally require Landfill access for disposal of its Waste every calendar day except for Sundays and the following holidays: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day. Landfill waste acceptance hours and days of operation may be altered with the written consent of each party, so long as such alteration complies with the Landfill's TCEQ issued Permit.

f. **No Cost City Services:** Contractor shall provide to the City, at no additional cost, disposal for a total of two (2) trailer loads per Agreement year, to support the City's bi-annual cleanup.

**7. Billing and Payment.** The Contractor shall submit invoice statements to the City for services provided pursuant to this Agreement within ten (10) days after the last day of each month for which contract services have been provided by the Contractor hereunder. Contractor shall submit to the City invoices setting forth sums due by the City to Contractor for services rendered under this Agreement for the prior month. City shall remit to Contractor payment for such services within thirty (30) days after receipt of invoice. Past due invoices shall bear interest at the highest rate permitted by Texas law. If the City fails to timely pay Company's invoices, the Company has the right, after giving at least ten (10) calendar days' written notice to the City Manager, to suspend disposal services.

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**8. Right of Disposal.** This Agreement does not grant any rights to the City or its waste hauler contractor to dispose of Waste other than in accordance herewith. The Company reserves the right to terminate access to the Landfill to City or its contractor in the event of breach or violation by City or its contractor of any of the Company's operating rules (as provided under Paragraph 6 above), any breach of this Agreement or any applicable laws, upon fourteen (14) calendar days of receipt of written notice of the same to the City. City shall be afforded opportunity to cure breach within this fourteen (14) day period.

In the event that Company's disposal services are interrupted (i.e., the Company is unable to accept Waste at the Landfill(s)) for any reason, except as provided in this Agreement, for more than twenty-four (24) consecutive hours, the City shall have the right to make temporary independent arrangements for the purpose of continuing this necessary service to its citizens. Company shall be required to reimburse City for any excess costs above the unit prices included herein. Company will, with due diligence, restore services at no additional expense to the City. If the interruption in service continues for a period of thirty (30) consecutive calendar days, the City, upon an additional fifteen (15) days written notice (the "Cure Period"), and is caused, in part or in total, by the Company's negligence, willful misconduct, its failure to comply with applicable federal, state, or local laws, or circumstances with the Company's reasonable control, shall have the right to terminate the rights and privileges granted in this Agreement and seek forfeiture of Company's performance bond, and subject Company to any other recourse as provided by law, unless the Company cures said interruption of services within the Cure Period.

**9. Indemnification.** To the extent allowed by law, the Company agrees to indemnify, save harmless, and defend the City from and against any and all demands, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused, in whole or in part, by the negligent or willful acts or omissions of the Company's employees or its subcontractors in the performance of this Agreement.

To the extent allowed by law, the City agrees to indemnify, save harmless, and defend the Company from and against any and all demands, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or rules to the extent caused by any negligent or willful act or omission of the City, its employees in the performance of this Agreement.

The City shall be responsible for and shall pay or reimburse the Company for any fines and clean-up expenses resulting from waste delivered by City and increased inspection, testing, study and analysis costs made necessary due to reasonable concerns of the Company as to the content of the waste following discovery of Unacceptable Waste.

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The indemnification and other obligations stated in this Paragraph 9 shall survive the termination of this Agreement.

**10. Insurance.** The City and/or its hauling contractor shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<b>Coverages</b>	<b>Minimum Limits of Liability</b>
Worker's Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit

All insurance policies will be written by insurers authorized to do business in the state in which the landfill is located. Prior to the City being allowed on Landfill premises, the City or its hauling contractor shall provide the Company with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force, and all the policies listed above, with the exception of the Workers' Compensation policy, shall name the Company as an additional insured. Said policies shall not thereafter be cancelled, be permitted to expire, or be changed without thirty (30) calendar days' advance written notice to the Company.

**11. Force Majeure.** Neither party shall be liable for its failure to perform hereunder due to circumstances not its fault and beyond its reasonable control, including but not limited to, strikes or other labor disputes; lockouts, riots, civil disturbance or sabotage; fires, floods, explosions, accidents, weather or acts of God affecting either party hereto. In the event of any circumstances listed in the preceding sentence, or if any federal, state or district court or governmental agency, such as the Texas Commission on Environmental Quality, takes any action which would (i) close or restrict operations at the landfill(s), (ii) limit the quantity or prohibit the disposal of waste at the Landfill(s), or (iii) limit the ability of or prohibit the City from delivering waste to the Landfill(s), except a closure resulting from Company's failure to comply with applicable federal, state, or local regulations, the Company agrees that it shall provide an alternate disposal facility until such time that City can obtain disposal services at another authorized disposal facility, or for a period of ninety (90) days which ever is less. In addition, Company shall be obligated to notify City within three (3) calendar days of Company's receipt of any notice from any federal, state or district court or governmental agency that may adversely affect Company's ability to perform under the terms of this Agreement.

**12. Natural Disaster.** In the case of excessive amounts of solid waste caused by a tornado, severe storm, high winds, flooding, hurricane, ice storm or other similar natural occurrence or act of God, the City may dispose of such excess solid waste caused by the act of God in whatever manner it may elect for no longer than ninety (90) days after the act of God occurs; provided however, that the City will attempt in good faith to use the Contractor's services if they can be used at the same or lower cost than other methods available to the City.

**13. Immunity Waiver.** The City agrees that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Government Code, specifically including Sections 271.151 through 271.160 of that Code, and including the attorney's fees provisions of Section 271.159.

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**14. Rights of Refusal/Rejection.** Company has the right to refuse or reject after acceptance any whole or partial load of Waste delivered to the Landfill if, upon reasonable inspection, information, and documentation, Company determines that some or the entire load contains Unacceptable Waste. If the City or its contractor delivers Unacceptable Waste to the Landfill and the Company deems such Waste as Unacceptable Waste, the Company shall notify City and the Company shall have the option to either: a) remove and dispose of the Unacceptable Waste and charge City for the reasonable costs; or, b) require the City to promptly remove the Unacceptable Waste. If the City or its contractor, at any time, obtain information indicating that a load or part of a load of Waste delivered to the Landfill contained, in whole or in part, Unacceptable Waste, the City or its contractor agrees to notify Company as soon as possible and to provide Company with access to all information forming the City's belief that Unacceptable Waste was delivered to or accepted by the Landfill.

**15. Primary and Alternate Disposal Site.** Company hereby designates the City of Temple Landfill ("Temple Landfill") as the primary disposal site under this Agreement. The City or its hauling contractor shall dispose of Waste at the Temple Landfill, and will only dispose of Waste at the Austin Community Landfill with Company's approval. The Austin Community Landfill will serve as the alternate disposal facility for the City's Waste.

**16. Termination.** Company or City may terminate this Agreement upon a breach by the other party of any provision of this Agreement and the failure of such party to cure such breach or take reasonable actions to cure such breach within fourteen (14) calendar days following receipt of written notice of the breach from the Company or City. If the breaching party fails to cure the breach or take reasonable actions to cure within fourteen (14) calendar days after receiving notice, the non-breaching party may terminate the Agreement by providing three (3) days written notice to the breaching party on or after the cure period has expired.

**17. Miscellaneous.**

a. This Agreement shall be governed by the laws of the State of Texas. Venue shall be in Coryell County, Texas.

b. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any prior or succeeding breach of the same covenant or of any other covenant of this Agreement.

c. No modification, release, discharge or waiver of any provision hereof shall be of any force or effect, unless in writing, signed by all parties to this Agreement.

d. If any term, covenant or provision of this Agreement shall be held to be invalid, illegal or unenforceable in any respect, this Agreement shall remain in effect and be construed without regard to such provision.

e. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.

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f. Neither party may assign, transfer or otherwise vest in any other company, entity or person, any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that the Company may, without any such prior written consent from City, assign its rights and/or obligations under this Agreement to a subsidiary, parent or other affiliate corporation, pursuant to a merger or otherwise.

g. This Agreement constitutes the entire understanding between the parties, replacing and amending any prior agreements between the parties, and shall be binding upon all parties hereto, their successors, heirs, representatives and assigns. Any provision, term or condition in any acknowledgment, purchase order or other response by City or Company which is in addition to or different from the provisions of this Agreement shall be deemed objected to by the City and Company and shall be of no effect.

h. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act(s) or failure(s) to act.

i. The City may terminate this Agreement if the City finds that gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City to secure favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement.

**18. Liquidated Damages.** If the City terminates this Agreement other than provided for in this Agreement, the City agrees that the Company's damages would be difficult, if not impossible to calculate. Therefore, the City agrees that in such event that it shall pay all past due sums and in addition shall pay as liquidated damages, and not as a penalty, the City's most recent monthly charge, minus the applicable State fees as provided under the Texas Health & Safety Code § 361.013 and minus the applicable royalty that Company pays the City of Temple under their applicable operating agreements depending on where disposal occurred in the most recent month, multiplied by three (3). The City acknowledges that this liquidated damages clause is reasonable and is applicable to recover damages related to Company's investment in equipment, development of landfills and hiring of employees undertaken by the Company to service its customers, including City. The liquidated damages shall be for the full settlement of any claims and damages for the City's improper termination of this agreement. If the Company breaches, defaults, or terminates this Agreement other than as provided in this Agreement, the City may make demand under the terms of the Performance Bond and seek any other legal recourse provided by law or equity.

**19. Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given: (i) if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested; or (ii) by delivering same in person (or via commercial third party delivery service) and providing evidence of receipt at the office of the intended addressee to the addresses given below.

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**If to the City:**

City of Copperas Cove  
Attn: City Manager  
507 S. Main Street  
Copperas Cove, Texas 76522

With a copy to:

City of Copperas Cove  
Attn: Mike Mundell, Solid Waste Superintendent  
2605 FM 116  
Copperas Cove, Texas 76522

**If to the Company:**

Waste Management of Texas, Inc.  
Attn: Landfill Manager  
9708 Giles Road  
Austin, Texas 78754

With a copy to:

Waste Management of Texas, Inc.  
Attn: Legal Counsel  
9708 Giles Road  
Austin, Texas 78754

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

**20. Performance Bond.** The Company shall furnish the City with a Performance Bond concurrently with the execution of this Agreement as security for the performance of the Agreement. Said performance bond must be in an amount equal to 25% of the estimated annual total amount for each year and renewed on an annual basis. The first year is estimated at \$625,000 (25,000 estimated annual tons times \$25.00 per ton); therefore, the performance bond will be \$156,250.00 for the first year. The Company shall pay premiums for the bonds described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond. Such certificate shall be submitted to the City with the bond on an annual basis. The surety on the bond shall be a duly authorized corporate surety authorized to do business in the State of Texas.

At any time during the term of this Agreement, if the City, in its sole discretion, determines that: (i) any surety upon any bond furnished by the Company is unacceptable; or (ii) the Agreement amount has increased to such an extent that the bond furnished by the Company is inadequate, the Company shall provide such additional bond or other security as may be requested by the City.

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**21. Non-Discrimination.** The Company, in performance of this Agreement, shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin or the American Disabilities Act.

**COMPANY AND CITY IN CONSIDERATION OF THE MUTUAL OBLIGATIONS CONTAINED HEREIN, AGREE THIS IS A LEGALLY BINDING AGREEMENT.**

**City of Copperas Cove**

**Waste Management of Texas, Inc.**

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**Exhibit A to Disposal Agreement**

**Rates on Effective Date for First Twenty-four (24) Month Period**

Landfill Base Disposal Rate: \$23.75 per ton

Plus Required State Fee: \$1.25 per ton currently

**Total Rate Per Ton Disposal Fee: \$25.00**

**Landfill Waste Acceptance Hours**

**Waste Acceptance Hours Allowed by Permit**

**City Waste Acceptance Hours**

**Primary Landfill: The City of Temple Landfill**

Monday through Friday:

7 a.m. to 5 p.m.

Saturday:

7 a.m. to 2 p.m.

Sunday:

Closed Sunday

**Alternate Landfill: Austin Community Landfill (ACL)**

Monday through Friday:

4 a.m. to 4 p.m.

Saturday:

6 a.m. to 1 p.m.

Sunday:

Closed Sunday

# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2009

### Agenda Item I-6

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

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SUBJECT: **Consideration and action on a Resolution expressing intent to finance expenditures to be incurred.**

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#### 1. BACKGROUND/HISTORY

In the 2008 Bond Election, the voters approved a bond for permanent public improvements to the water and sewer system for the East End Infrastructure project. Due to the passing of the bond election, the City is currently scheduled to issue debt in FY 2009-10 for this project.

Included in a budget amendment that is part of the April 7, 2009 City Council agenda is \$300,000 for the design and engineering contract for the "East End Infrastructure" project. The budget amendment was necessary due to the economic development contractual agreements that were previous put into place.

#### 2. FINDINGS/CURRENT ACTIVITY

The budget amendment mentioned above was requested with the postulation that this reimbursement resolution would also be approved by City Council. With City Council's approval of this reimbursement resolution, the use of the operating funds on a temporary basis for the design and engineering contract should not impact the City's bond rating. The amount of this reimbursement resolution is \$400,000 to cover the \$300,000 for the design and engineering contract for FY 2008-09 and \$100,000 for additional costs related to the design and engineering that may be incurred for the East End Infrastructure project in FY 2009-10 prior to the issuance of the general obligation debt in FY 2009-10.

#### 3. FINANCIAL IMPACT

Approval of this resolution will have no direct financial impact, but will allow operating funds to be reimbursed once the general obligation debt is issued.

#### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council approve Resolution No. 2009-13, expressing intent to finance expenditures to be incurred with a future debt issuance.

**RESOLUTION NO. 2009-13**

**A RESOLUTION OF THE CITY OF COPPERAS COVE,  
TEXAS, EXPRESSING INTENT TO FINANCE  
EXPENDITURES TO BE INCURRED.**

**WHEREAS,** the City of Copperas Cove, Texas (the “[Issuer]”) is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”), pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

**WHEREAS,** the [Issuer] will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the project listed on Exhibit A attached hereto; and

**WHEREAS,** the [Issuer] has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the property listed on Exhibit A attached hereto; and

**WHEREAS,** the [Issuer] desires to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

**WHEREAS,** the [Issuer] reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto.

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

**Section 1.**

The [Issuer] reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

**Section 2.**

The [Issuer] reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the [Issuer] for the costs associated with the property listed on Exhibit A attached hereto will not exceed the respective amounts shown on Exhibit A.

**PASSED, APPROVED, AND ADOPTED**, on this 7th day of April 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas, such meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, Chapter 551-001 et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

---

Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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

EXHIBIT A  
DESCRIPTION OF PROJECT

<u>Purpose/Project</u>	<u>Amount</u>
<u>East End Sewer Infrastructure Project</u>	<u>\$400,000</u>

# **City of Copperas Cove City Council Agenda Item Report**

**April 7, 2009**

## **Agenda Item I-7**

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

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**SUBJECT: Consideration and action on a Resolution authorizing the City Manager to execute an Interlocal Agreement with the Texas Department of Transportation for the purpose of excavation and storage of landfill materials.**

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### **1. BACKGROUND/HISTORY**

As part of the design and engineering of the US 190 Copperas Cove Bypass project, the Texas Department of Transportation met with City staff on 10/9/08 to discuss the process associated with the excavation and storage of landfill materials. During the meeting, representatives from TxDOT informed City staff of its intent to submit a request to the Texas Commission on Environmental Quality (TCEQ) that would authorize the construction of the US 190 Copperas Cove Bypass through a former landfill owned by the City. The bypass project would include building a collection system on city-owned property that would direct landfill leachate (rainwater that comes in contact with waste) into the Copperas Cove sanitary sewer system. Furthermore, TxDOT representatives disclosed that if TCEQ did not allow the re-deposit of existing landfill material, the estimated cost to haul and dispose of said material could cost approximately \$5 - \$10 million depending on the contents in the landfill and if a landfill would agree to accept the materials. Discussions between City staff and TxDOT representatives resulted in TxDOT agreeing to collect and analyze leachate samples from the six monitoring wells that are currently located on the former Copperas Cove landfill. Thus, on October 27, 2008, City staff received a request from TxDOT to allow TxDOT right of entry to the property for the purposes of sampling the monitoring wells. The right of entry was granted, sampling was completed and the results of sampling indicated the deposit of leachate into the City's sanitary sewer system would not pose a potential problem or threat to the City's system.

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

Since TCEQ requires an interlocal agreement between the City and TxDOT prior to providing authorization to redeposit landfill material, on October 20, 2008, the Texas Department of Transportation provided the City with an interlocal agreement for consideration. The agreement was forwarded to the City Attorney

for legal review and comment. The agreement was considered legally satisfactory by the City Attorney.

**3. FINANCIAL IMPACT**

No immediate financial impact; however, with approval of Resolution 2009-14, the City Council agrees to assume any and all costs associated with the scope of services located in "Attachment A".

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends approval of Resolution No. 2009-14, authorizing the City Manager to execute an Interlocal Agreement with the Texas Department of Transportation for the purpose of excavation and storage of landfill materials.

**RESOLUTION NO. 2009-14**

**A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF EXCAVATION AND STORAGE OF LANDFILL MATERIALS AND AGREE TO PROVIDE THE SCOPE OF SERVICES PROVIDED IN ATTACHMENT A.**

**WHEREAS**, the Texas Department of Transportation will construct a portion of the US 190 Copperas Cove Bypass on right-of-way purchased from the City of Copperas Cove's closed municipal solid waste landfill;

**WHEREAS**, the Texas Department of Transportation will excavate landfill materials previously disposed in the closed landfill; and

**WHEREAS**, the Texas Department of Transportation will construct a final cover over the re-located wastes and waste areas exposed during construction; and

**WHEREAS**, the Texas Department of Transportation will incorporate a fluid collection system into the final design and construction of the U.S. 190 Reliever Route through the closed landfill; and

**WHEREAS**, "Attachment A" provides that the Texas Department of Transportation shall maintain the roadway, roadway appurtenances and landscaping within the Texas Department of Transportation-owned right-of-way through the City of Copperas Cove's closed landfill; and

**WHEREAS**, "Attachment A" provides the City of Copperas Cove will be responsible for any operation, maintenance or oversight of the re-located waste materials or cover constructed over the re-located waste materials, any portion of the subsurface fluid collection and conveyance system, or any portion of any environmental controls installed as part of the waste relocation authorization.

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

**Section 1.**

The City Manager is hereby authorized to execute the Interlocal Agreement by and between the City and the Texas Department of Transportation for the excavation and storage of landfill materials for the US 190 Copperas Cove Bypass project.

**Section 2.**

The City of Copperas Cove agrees to provide the scope of services as provided in "Attachment A".

**Section 3.**

The City Manager is authorized to complete all items necessary to carry out the aims of this Resolution.

**Section 4.**

This Resolution shall become effective immediately upon its adoption.

PRESENTED AND PASSED on this 7th day of April 2009, at a regular meeting of the City Council of the City of \_\_\_\_\_, Texas.

**PASSED, APPROVED, AND ADOPTED** on this 7th day of April 2009, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

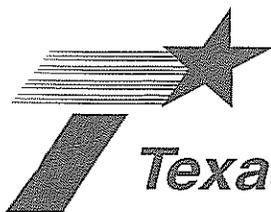
\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Charles E. Zech, City Attorney



# Texas Department of Transportation

100 SOUTH LOOP DRIVE • WACO, TEXAS 76704-2858 • (254) 867-2700

March 18, 2009

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

Re: **US 190 Copperas Cove Bypass  
Landfill Agreement  
CSJ: 0909-39-115  
Coryell County**

Dear Ms. Gardner:

Enclosed are two, original Interlocal Agreements, to be partially executed, for the above referenced project. If you have any questions, please contact me at 254-867-2865.

Sincerely,

Kevin W. Dickey, P.E.  
Transportation Engineering Supervisor

Enclosures



THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

**INTERLOCAL AGREEMENT**

**THIS CONTRACT** is entered into by the Contracting Parties under Government Code, Chapter 791.

**I. CONTRACTING PARTIES:**

The Texas Department of Transportation  
City of Copperas Cove

TxDOT  
Local Government

**II. PURPOSE:** Excavation and Storage of Landfill Materials

**III. STATEMENT OF SERVICES TO BE PERFORMED:** The Local Government will undertake and carry out services described in **Attachment A**, Scope of Services.

**IV. TERM OF CONTRACT:** This Agreement shall remain in effect until the Project is completed or unless terminated as provided in Attachment B, Article 4.

**VI. LEGAL AUTHORITY:**

**THE PARTIES** certify that the services provided under this contract are services that are properly within the legal authority of the Contracting Parties

The governing body, by resolution or ordinance, dated \_\_\_\_\_, has authorized the Local Government to provide the scope of services.

This contract incorporates the provisions of **Attachment A**, Scope of Services, **Attachment B**, General Terms and Conditions, **Attachment C**, Resolution or Ordinance and **Attachment D**, Location Map Showing Project.

**FOR THE CITY OF COPPERAS COVE**

By \_\_\_\_\_ Date \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
TYPED OR PRINTED NAME AND TITLE

Title \_\_\_\_\_

**FOR THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services

**ATTACHMENT A**  
**Scope of Services**

The following services will be provided by TxDOT under this agreement:

TxDOT will construct a portion of the U.S. 190 Reliever Route on right-of-way (ROW) purchased from the LG's closed municipal solid waste landfill (MSW Permit No. 422).

As part of the construction, TxDOT will excavate landfill materials previously disposed in the closed landfill. Per the April 25, 1997 letter from Michael Graeber of the Texas Commission on Environmental Quality (TCEQ, formerly the Texas Natural Resource Conservation Commission) to the Honorable J.A. Darossett, former Mayor of the LG (*or pursuant to the authorization to relocate excavated waste materials issued by the TCEQ in the authorization letter dated*) excavated waste material will be placed onto an adjacent portion of the LG's closed landfill. TxDOT shall prepare the LG's closed landfill to accept the relocated waste as part of the construction process.

Upon completion of all necessary excavation and re-location of waste material to facilitate construction activities, TxDOT will construct a final cover (engineered cap) over the re-located wastes and waste areas exposed during construction.

TxDOT will incorporate a fluid collection system into the final design and construction of the U.S. 190 reliever route through the closed landfill. The fluid collection system will be designed to intercept subsurface fluids originating from the adjacent portions of the closed landfill and convey the intercepted fluids to the LG's sanitary sewer system for treatment and disposal by the LG. Any fluids encountered during construction that also require disposal will be conveyed to the LG's sanitary sewer system for treatment and disposal by the LG. TxDOT shall not take ownership of, responsibility for, or incur any liability associated with the subsurface fluids originating from the LG's closed landfill.

TxDOT shall maintain the roadway, roadway appurtenances, and landscaping within the TxDOT-owned ROW through the LG's closed landfill. TxDOT shall not be responsible for any operation, maintenance, or oversight of the re-located waste materials or cover constructed over the re-located waste materials, any portion of the subsurface fluid collection and conveyance system, or any portion of any environmental controls installed as part of the waste relocation authorization.

The following services will be provided by the LG under this agreement:

The LG agrees to allow TxDOT to re-locate wastes materials excavated from the TxDOT ROW through the closed landfill onto an adjacent location of the LG's closed landfill. (*TxDOT will excavate and relocate the waste materials per the TCEQ authorization issued on*

The LG shall bear all responsibilities, costs, and liabilities associated with the short- and long-term maintenance associated with the TxDOT-constructed cover over the re-located waste materials and any environmental monitoring or controls required as part of the Authorization from the TCEQ.

**The LG agrees to allow TxDOT to construct, as necessary, a fluid collection system on, in, or across portions of the LG's closed landfill.**

**The LG agrees to allow TxDOT to design the subsurface fluid collection system to convey intercepted fluids into the LG's sanitary sewer system for treatment and disposal at LG's expense.**

**The LG agrees to bear all responsibilities, costs, and liabilities associated with the short- and long-term maintenance and operation of the subsurface fluid collection system including any necessary treatment of the collected fluids for proper disposal. The LG retains ownership and all liability associated with the subsurface fluids generated from the LG's closed landfill.**

**The LG agrees to allow TxDOT to construct, as necessary, any environmental protection system required by the TCEQ.**

**The LG agrees to bear all responsibilities, costs, and liabilities associated with the short- and long-term maintenance and operation of the environmental protection systems or monitoring systems. The LG retains ownership and all liability associated with the landfill gas generated from the LG's closed landfill.**

**ATTACHMENT B****General Terms and Conditions****Article 1. Additional Work**

- A. If the Local Government is of the opinion that any assigned work is beyond the scope of this contract and constitutes additional work, it shall promptly notify TxDOT in writing. The written notice shall present the relevant facts and show how the work constitutes additional work.
- B. If TxDOT in its sole discretion finds that the work does constitute additional work, TxDOT shall so advise the Local Government and a written amendment will be executed.
- C. TxDOT shall not be responsible for actions by the Local Government or for any costs incurred by the Local Government relating to additional work that is performed before an amendment is executed or that is outside the scope of the contract, as amended.

**Article 2. Amendments**

This contract may only be amended by written agreement executed by both parties before the contract is terminated.

**Article 3. Conflicts Between Agreements**

If the terms of this contract conflict with the terms of any other contract between the parties, the most recent contract shall prevail.

**Article 4. Termination**

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or

**Article 5. Gratuities**

Any person who is doing business with or who reasonably speaking may do business with TxDOT under this contract may not make any offer of benefits, gifts, or favors to employees of TxDOT. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Executive Director of the Texas Department of Transportation.

**Article 6. Conflict of Interest**

The Local Government shall not assign an employee to a project if the employee:

- A. owns an interest in or is an officer or employee of a business entity that has or may have a contract with the state relating to the project;
- B. has a direct or indirect financial interest in the outcome of the project;
- C. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project or that has or may have a contract with TxDOT; or
- D. is a current part-time or full-time employee of TxDOT.

**Article 7. Local Government Resources**

All employees of the Local Government shall have adequate knowledge and experience to enable them to perform the duties assigned to them. The Local Government certifies that it currently has adequate qualified personnel in its employment to perform the work required under this contract or will be able to obtain adequate qualified personnel from sources other than TxDOT. Unless otherwise

specified, the Local Government shall furnish all equipment, materials, supplies, and other resources required to perform the work.

### **Article 8. Responsibilities of the Parties**

Each party acknowledges that it is not an agent, servant, or employee of the other party. Each party is responsible for its own acts and deeds and for those of its agents, servants, or employees.

### **Article 9. Disputes**

The Local Government shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered in support of contract services. TxDOT shall be responsible for the settlement of any dispute concerning this contract unless the dispute involves a subcontract.

### **Article 10. Records and Ownership**

- A. Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.
- B. The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

### **Article 11. Equal Employment Opportunity**

The Local Government agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by Department of Labor regulations, 41 CFR Part 60. The Local Government warrants that it has developed and has on file appropriate affirmative action programs as required by applicable rules and regulations of the Secretary of Labor.

### **Article 12. Nondiscrimination**

- A. The Local Government shall comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in federally-assisted programs, including 49 CFR, Part 21; 23 CFR, Subchapter C; and 41 CFR, Part 60-74 (the Regulations).
- B. The Local Government, with regard to the work performed during this agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.
- C. In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurements of materials and leases of equipment, but not including routine purchase orders, each potential subcontractor or supplier shall be notified by the Local Government of the Local Government's obligations under this agreement and the Regulations.

- D. The Local Government shall provide all information and reports required by the Regulations and directives issued under the Regulations and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with the Regulations or directives. If any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government shall so certify to the Texas Department of Transportation or the U.S. Department of Transportation, whichever is appropriate, and shall set forth what efforts the Local Government has made to obtain the requested information.
- E. In the event of the Local Government's noncompliance with the nondiscrimination provision of this agreement, the Texas Department of Transportation shall impose such sanctions as it or the U.S. Department of Transportation may determine to be appropriate.
- F. The Local Government shall include the provisions of paragraphs A through E in every subcontract, including procurements of materials and leases of equipment, except routine purchase orders, unless exempt by the Regulations or directives. The Local Government shall take such lawful action with respect to any subcontract or procurement as the Texas Department of Transportation may direct as a means of enforcing these provisions, including sanctions for noncompliance. In the event the Local Government becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of directions given by TxDOT, the Local Government may request the Texas Department of Transportation to enter into the litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into litigation to protect the interests of the United States.

### **Article 13. Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

### **Article 14. Debarment Certifications**

The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

### **Article 15. Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. After receiving a written request from TxDOT, the Local Government shall furnish TxDOT with satisfactory proof of its compliance with this Article.

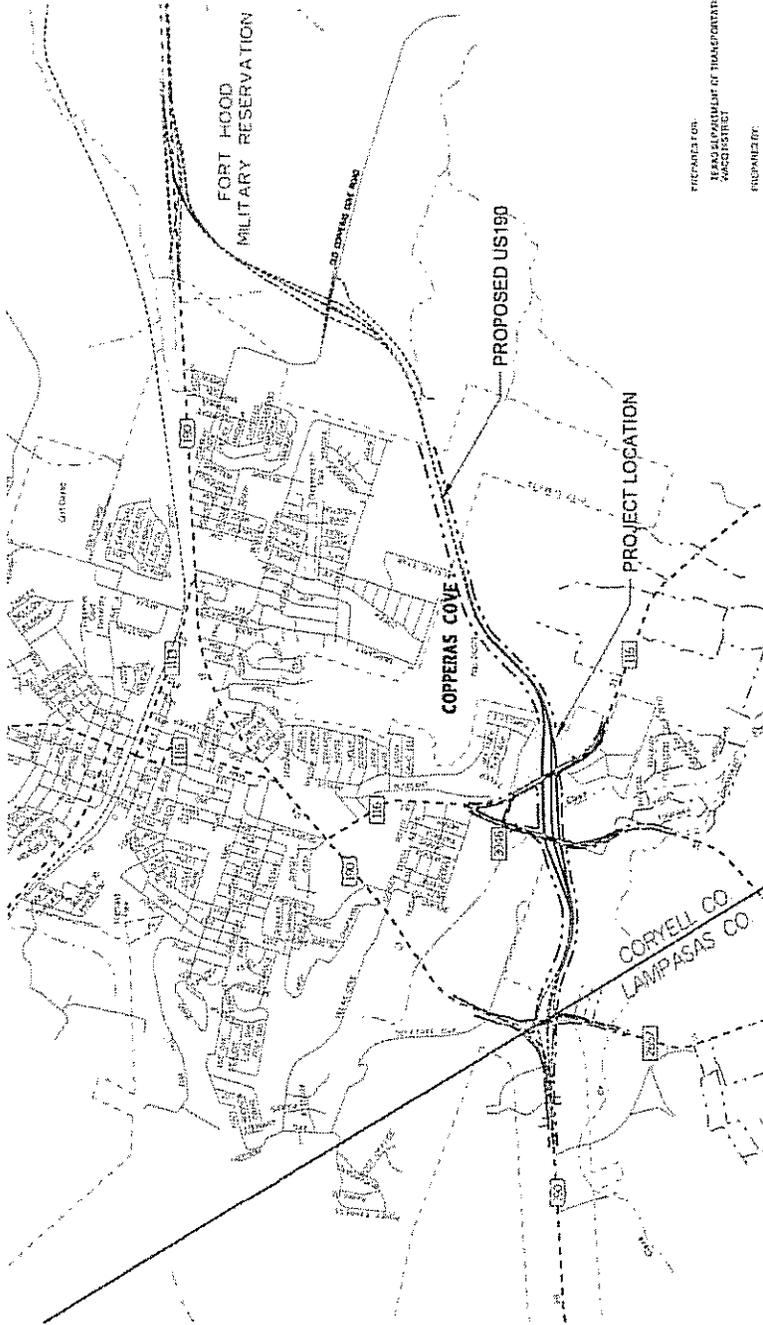
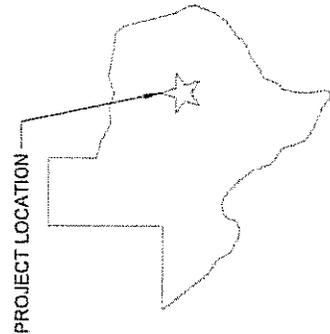
### **Article 16. Signatory Warranty**

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

**ATTACHMENT D**

**Location Maps Showing Project**

**AUTHORIZATION REQUEST TO DISTURB FINAL COVER  
OVER A CLOSED MUNICIPAL SOLID WASTE LANDFILL  
FOR US190 COPPERAS COVE BYPASS  
PURSUANT TO 30 TAC §330.960 (SUBCHAPTER T)**



PREPARED FOR:  
TEXAS DEPARTMENT OF TRANSPORTATION  
WACO DISTRICT

ENGINEERED BY:  
HORN & SUNDEN, INC.  
4500 CLARKSON PARKWAY  
WACO, TEXAS 76792  
(817) 871-5200

DATE: 10/11/11  
SCALE: AS SHOWN  
PROJECT NO.: 11111111  
SHEET NO.: 1 OF 1

APPROVED FOR CONSTRUCTION	APPROVED FOR DISTURBANCE	APPROVED FOR EROSION CONTROL	APPROVED FOR FILLING	APPROVED FOR GRADING	APPROVED FOR PAVING	APPROVED FOR UTILITIES

LE-11-Z-0008

PROJECT MANAGER:  
HORN & SUNDEN, INC.  
11111111

DESIGNED BY:  
11111111

CHECKED BY:  
11111111

DATE: 10/11/11

**Terms: Department of Transportation**

DATE	PROJECT NO.	SHEET NO.
10/11/11	11111111	1 OF 1

**H&S**  
Horn & Sunden, Inc.  
4500 Clarkson Parkway  
Waco, Texas 76792  
(817) 871-5200



# City of Copperas Cove

## City Council Agenda Item Report

April 7, 2008

### Agenda Item No. I-8

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

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**SUBJECT: Consideration and action on authorizing the City Manager to execute a professional services agreement with River City Engineering for engineering services of the Eastside Infrastructure Improvements Project.**

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#### 1. BACKGROUND/HISTORY

The Copperas Cove Economic Development Corporation entered into a contract with Emanuel H. Glockzin, Jr. in 2007 for purchase of land on Constitution Drive for the development of tax credit housing apartments. The contract stipulates it is contingent upon water, sewer and garbage service being available to the property.

#### 2. FINDINGS/CURRENT ACTIVITY

The Copperas Cove EDC informed City staff of the developer's desire to move forward with the development and disclosed plans of construction to begin in early summer 2009. After multiple meetings between City staff and the CCEDC, the optimum solution for providing sanitary sewer for the proposed development and future planned development on the east end of Copperas Cove was to proceed with the design and engineering of the project while awaiting the General Obligation Bond issuance authorized by the voters in November 2008 and planned for issuance in 2010, so that infrastructure construction could be completed prior development construction being completed.

#### 3. FINANCIAL IMPACT

The design and engineering of the infrastructure improvements totals \$400,000 and is planned for payment with funds from the Water & Sewer fund balance.

A budget amendment to cover the appropriation in the amount of \$300,000 was included in a previous item located on the April 7, 2009 agenda. The budget amendment covers only the portion of fees expected to be expended between the current date and September 30, 2009.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends City Council authorize the City Manager to execute a professional services agreement with River City Engineering for the engineering services of the Eastside Infrastructure Improvements Project.

**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:** Eastside Infrastructure Improvements Project

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

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

**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 in such amounts and at such times as are specified in Section 4.3. OWNER shall pay ENGINEER for Preliminary Phase Engineering Services as specified in Exhibit A.
- 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:

**PERCENTAGE OF**

<u>PHASE</u>	<u>BASIC SERVICES</u>	<u>AMOUNT</u>
Final Design	75%	\$ 300,000.00
Bidding Phase	5%	\$ 20,000.00
Construction	20%	\$ 80,000.00
TOTAL	100%	\$ 400,000.00

**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 ENGINEER does hereby covenant and contract to waive all claims, release, indemnify, defend and hold harmless OWNER and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury

to or death of any person, or for loss of, damage to, or loss of use of any property arising out of or in connection with this contract, due in whole or in part to the negligence of ENGINEER or any of its officials, officers, agents, employees and invitees, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. Also ENGINEER contracts to indemnify and protect OWNER from any liability, claims, suits, losses, damages, attorneys fees, or causes of action due to ENGINEER's negligence, error or omission or the negligence, error or omission of any other person(s), when such negligence is combined with the negligence of ENGINEER. In the event of joint or concurrent negligence of ENGINEER and OWNER, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, unless otherwise mutually agreed by ENGINEER and OWNER. Nothing in this paragraph is intended to waive any governmental immunity available to OWNER under Texas law or waive any defense of ENGINEER or OWNER under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against OWNER or ENGINEER.

## **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 \_\_\_\_\_, 2009.

EXECUTED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

OWNER:

City of Copperas Cove, Texas

\_\_\_\_\_  
Andrea Gardner  
City Manager

(SEAL)

ATTEST:

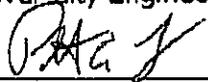
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APPROVED AS TO FORM:

\_\_\_\_\_

ENGINEER:

River City Engineering, Ltd.

  
\_\_\_\_\_  
Patrick A. Lackey, P.E.  
Principal

(SEAL)

(If a corporation)

ATTEST:

\_\_\_\_\_

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

**Project:** Eastside Infrastructure Improvements Project

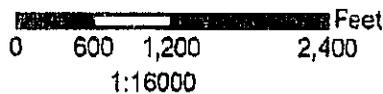
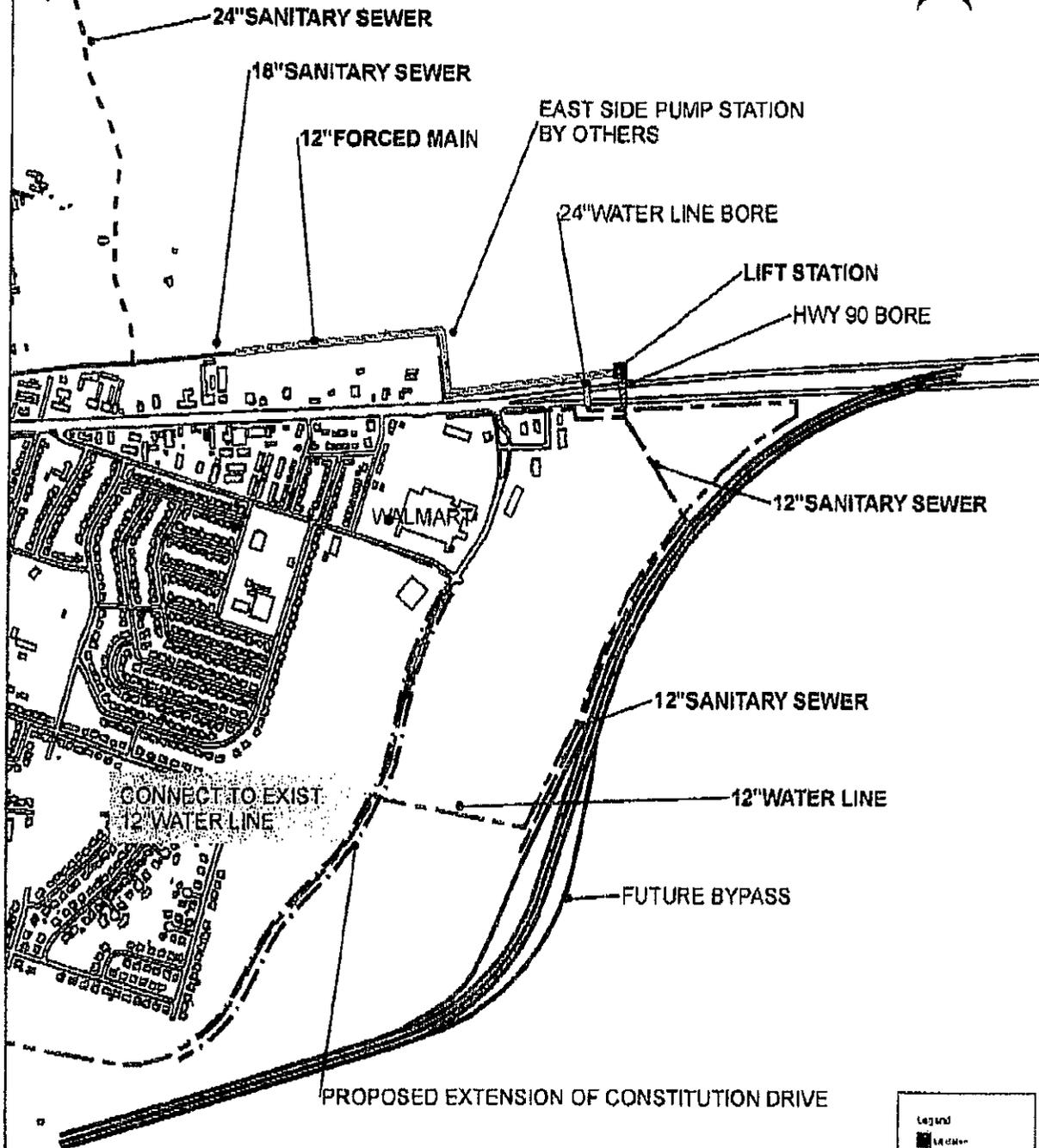
**Scope:** Provide professional engineering services for the Eastside Infrastructure Improvements Project.

The Project will generally include the following phases as shown on the attached exhibit:

- 24-Inch and 18-Inch Sanitary Sewer to the Northeast WWTP
- Liftstation and 12-Inch Force Main to 18-Inch Sanitary Sewer
- 12-Inch Sanitary Sewer
- 12-Inch Water Line

Professional engineering services will be completed on a lump sum basis with a not to exceed budget of \$400,000. Based on preliminary design information, the estimated Project construction cost is approximately \$4,000,000.

# City of Copperas Cove Eastside Infrastructure Improvements



Legend	
	Water Main
	Sanitary Sewer
	Proposed Sanitary Sewer
	Proposed Water Line
	Proposed Bypass
	Proposed Extension of Constitution Drive
	Proposed Extension of Hwy 90 Bore
	Proposed Extension of Hwy 90 Bore
	Proposed Extension of Hwy 90 Bore
	Proposed Extension of Hwy 90 Bore
	Proposed Extension of Hwy 90 Bore
	Proposed Extension of Hwy 90 Bore

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

**River City Engineering, Ltd.**

<b>2009 HOURLY RATE SCHEDULE</b>
----------------------------------

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

April 7, 2009

### Agenda Item No. I-9

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

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**SUBJECT: Consideration and action on authorizing the City Manager to execute an Agreement between the City of Copperas Cove and James Warren Clark II and Wesley Atkinson concerning a land exchange between the City and Fort Hood.**

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#### 1. BACKGROUND/HISTORY

On April 30, 2007, an agreement between the City of Copperas Cove and the Copperas Cove Economic Development Corporation was executed to facilitate an exchange of property between the City and Fort Hood. Upon completion of the land exchange with Fort Hood, the agreement requires the City to transfer its title to the land consisting of approximately 125 acres to the CCEDC. Since that date, the CCEDC continued to work with Fort Hood to complete the land exchange.

During the land exchange process, Mr. Clark and Mr. Atkinson agreed to include 71.342 acres in the land exchange. As such the required surveys and environmental assessments were completed by the Corps of Engineers on the approximate 109.571 acres of the CCEDC and the 71.342 acres of Mr. Clark and Mr. Atkinson.

#### 2. FINDINGS/CURRENT ACTIVITY

The attached agreement is necessary in order to complete the land exchange between the City and Fort Hood because Fort Hood is only able to complete a land exchange with another governmental entity and not an arm of a governmental entity. The agreement requires the City to transfer 71.342 acres to Mr. Clark and Mr. Atkinson upon completion of the land exchange. Furthermore, the agreement requires Mr. Clark and Mr. Atkinson to pay for all costs associated with this agreement for legal and other professional services incurred as a result of the agreement.

#### 3. FINANCIAL IMPACT

All financial impact of the agreement is assumed by Mr. Clark and Mr. Atkinson.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council authorize the City Manager to execute an Agreement between the City of Copperas Cove and James Warren Clark II and Wesley Atkinson concerning a land exchange between the City and Fort Hood.

**AGREEMENT**

STATE OF TEXAS §

COUNTY OF CORYELL §

In consideration of the exchange of land of approximate equal value, this agreement is made and entered into on this the 26<sup>th</sup> day of ~~April~~<sup>March</sup>, 2009 by and between the City of Copperas Cove a home-rule municipality (hereinafter referred to as "City") and James Warren Clark II (individual hereinafter referred to as Clark) and Wesley Atkinson (individual hereinafter referred to as Atkinson). The Agreement concerns a land exchange between the City and Fort Hood:

Clark and Atkinson separately hereby agree they are the Owners of two tracts of privately held real property totaling 71.342 acres, more or less, more particularly described in Exhibits A and B attached hereto. The City agrees to include said property in an exchange with Fort Hood for approximately 71.342 acres, more or less, more particularly described in Exhibit C attached hereto. Clark and Atkinson agree to pay all surveying costs and any other costs directly associated with the exchange of these three tracts of property.

Clark and Atkinson shall transfer titles to the 71.342 acres, more or less, described in Exhibits A and B to the City at or near the time of the City's land exchange with Fort Hood. After the City has received transfer of title of land from Fort Hood, the City shall promptly (within seven (7) days), transfer same to Clark and Atkinson in an undivided interest with Clark's interest being 33 1/3% and Atkinson's interest being 66 2/3%. If for any reason the transfer of title from Fort Hood is delayed more than ninety (90) days from date of City receiving titles from Clark and Atkinson, the City shall transfer titles of the properties back to Clark and Atkinson.

The City and Clark and Atkinson all agree this Agreement is binding upon all parties hereto and their successors, personal representatives and assigns and is fully enforceable by any party hereto.

IN WITNESS WHEREOF, the City and Clark and Atkinson have executed and attested to this Agreement by duly authorized signatures.

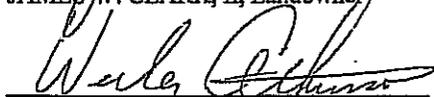
EXECUTED this the 26<sup>th</sup> day of ~~April~~<sup>March</sup>, 2009.

City of Copperas Cove

\_\_\_\_\_  
ANDREA GARDNER, City Manager

  
\_\_\_\_\_  
JAMES W. CLARK, II, Landowner

Attested:

  
\_\_\_\_\_  
WESLEY ATKINSON, Landowner

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

STATE OF TEXAS §

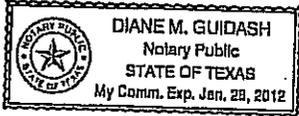
COUNTY OF CORYELL §

This instrument was acknowledged before me on the \_\_\_\_\_ day of April, 2009, by ANDREA GARDNER, City Manager of the City of Copperas Cove.

STATE OF TEXAS  
COUNTY OF CORYELL

§  
§  
§

This instrument was acknowledged before me on the 26<sup>th</sup> day of <sup>March</sup>~~April~~, 2009, by  
JAMES C. CLARK, II.

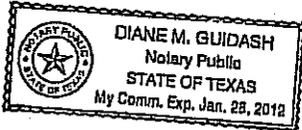


Diane M. Guidash  
Notary Public, State of Texas

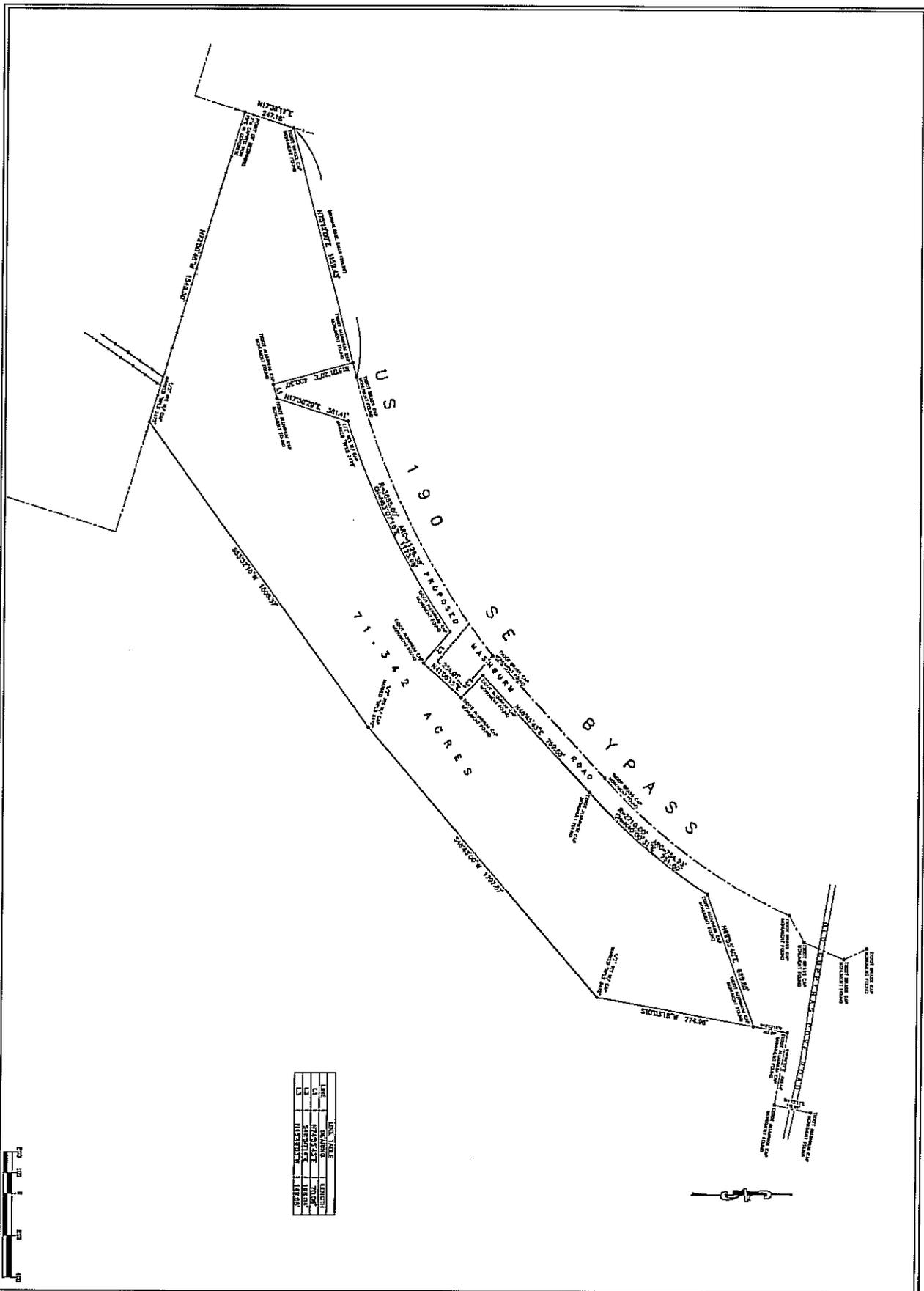
STATE OF TEXAS  
COUNTY OF CORYELL

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§

This instrument was acknowledged before me on the 26<sup>th</sup> day of <sup>March</sup>~~April~~, 2009, by  
WESLEY ATKINSON.



Diane M. Guidash  
Notary Public, State of Texas



LINE	TYPE	REMARKS
1	BOUNDARY	AS SHOWN ON PREVIOUS SURVEY
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SURVEY OF: <b>71.342 ACRES</b> <b>JWC/USA LAND SWAP</b> CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS	PREPARED FOR: <b>JWC, INC.</b> 1405 S. FARM-TO-MARKET ROAD 116, SUITE C COPPERAS COVE, TEXAS 76527	 ENGINEERING • PLANNING • SURVEYING CONSTRUCTION MANAGEMENT <b>TURLEY ASSOCIATES, INC.</b> 301 N. 3rd ST. TEMPLE, TEXAS (254) 773-2400 E-MAIL: VOTURLEY@AOL.COM FAX NO. (254) 773-3998
REVISIONS		<b>11901-D</b> DRAWING NUMBER

NORTH TRACT

BEING a 43.660 acre tract of land situated in the RICHARD HALLMARK SURVEY, ABSTRACT, No. 466, Coryell County, Texas and being a part or portion of that certain 110.021 acre tract of land (Exhibit "A") described in a Special Warranty Deed dated March 5, 1993 from Valorie S. Atkinson to Wesley H. Atkinson, Jr. and being of record in Volume 548, Page 66, Coryell County Public Records and being a part or portion of that certain 20.0 acre tract of land (Exhibit "A") described in a Special Warranty Deed dated March 5, 1993 from Valorie S. Atkinson to Wesley H. Atkinson, Jr. and being of record in Volume 548, Page 63, Coryell County Public Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 60d nail set at fence corner post found being the northeast corner (calls iron rod) of said 20.0 acre tract and being an ell or angle corner of the Fort Hood Military Reservation for corner;

THENCE S. 17° 09' 04" W., 1709.00 feet with the east boundary line (calls S. 18° 36' 44" W., 701.36 feet) of said 20.0 acre tract and continuing with the east boundary line (calls S. 18° 36' 44" W., 1024.63 feet) of said 110.021 acre tract and with said west boundary line of the Fort Hood Military Reservation to a 60d nail set at fence corner post found for corner;

THENCE S. 56° 14' 33" W., 565.47 feet continuing with said 110.021 acre tract (calls S. 58° 45' 08" W., 588.40 feet) to a 2" diameter capped iron pipe found in concrete for corner;

THENCE S. 17° 16' 32" W., 639.86 feet continuing with said east boundary line and said west boundary line of the Fort Hood Military Reservation to a iron rod found being the southeast corner (calls iron rod) of said 110.021 acre tract for corner;

THENCE departing said west boundary line and with the south boundary line of said 110.021 acre tract the following three (3) calls:

- 1) S. 67° 57' 19" W., 210.53 feet (calls S. 70° 02' 46" W., 210.53 feet) to a iron rod found for corner;
- 2) N. 87° 15' 41" W., 174.22 feet (calls N. 85° 10' 14" W., 174.22 feet) to a iron rod found for corner;
- 3) S. 56° 31' 57" W., 436.62 feet (calls S. 58° 37' 24" W., 531.82 feet) to a ½" iron rod with cap marked "RPLS 2475" set for corner;

THENCE N. 17° 16' 32" E., 1370.11 feet departing said south boundary line to a ½" iron rod with cap marked "RPLS 2475" set for corner;

THENCE N. 56° 14' 33" E., 564.73 feet to a ½" Iron rod with cap marked "RPLS 2475" set for corner;



08-045

THENCE N. 17° 09' 04" E., 1416.53 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

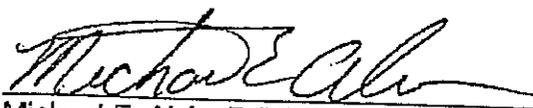
THENCE N. 53° 32' 16" E., 97.44 feet to a ½" iron rod with cap marked "RPLS 2475" set being in the north boundary line of said 20.0 acre tract in Volume 548, Page 63, Coryell County Public Records and being in the south boundary line of the Fort Hood Military Reservation for corner;

THENCE with the said north boundary line and said south boundary line the following two (2) calls:

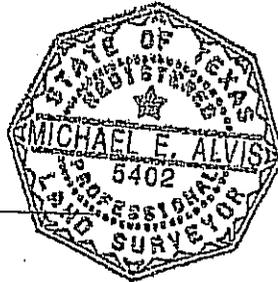
- 1) S. 72° 41' 00" E., 122.07 feet (calls S. 70° 46' 54" E.) to a ½" iron rod with cap marked "RPLS 2475" set for corner;
- 2) S. 72° 39' 44" E., 427.93 feet (calls S. 70° 35' 30" E., 427.08 feet) to the Point of BEGINNING and containing 43.660 acres of land.

\*\*\*\*\*

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



Michael E. Alvis, R.P.L.S. #5402  
April 17, 2008



Bearing Base: N. 75° 11' 57" E., 1230.31 feet (calls 1229.95 feet), proposed southeasterly right-of-way line of U.S. Highway 190 SE BYPASS, Coryell County, Texas.

See attached surveyors sketch, which accompanies this set of field notes (ref: drawing no.11902-D)



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Page 2 of 2

08-045

SOUTH TRACT

BEING a 27.682 acre tract of land situated in the RICHARD HALLMARK SURVEY, ABSTRACT No. 466 and the M. F. RICHARDSON SURVEY, ABSTRACT No. 1361, Coryell County, Texas and being a part or portion of that certain 235.003 acre tract of land (Exhibit "A") described in a Warranty Deed dated August 25, 2006 from JWC, Inc. to James W. Clark II and being of record in File No. 203817, Coryell County Public Records and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" diameter pipe corner fence post found being the southeast corner (calls concrete monument) of said 235.003 acre tract and being in the west boundary line of the Fort Hood Military Reservation for corner;

THENCE departing said west boundary line, over and across said 235.003 acre tract the following two (2) calls:

- 1) N. 07° 12' 03" W., 1115.15 feet to a ½" Iron rod with cap marked "RPLS 2475" set for corner;
- 2) N. 17° 16' 32" E., 1434.40 feet to a ½" Iron rod with cap marked "RPLS 2475" set in the north boundary line of said 235.003 acre tract for corner;

THENCE with the north boundary line of said 235.003 acre tract the following three (3) calls:

- 1) N. 56° 31' 57" E., 436.62 feet (calls N. 58° 37' 24" E.) to a iron rod found for corner;
- 2) S. 87° 15' 41" E., 174.22 feet (calls S. 85° 10' 14" E., 174.22 feet) to a iron rod found for corner;
- 3) N. 67° 57' 19" E., 210.53 feet (calls N. 70° 02' 46" E., 210.53 feet) to a iron rod found being a called corner (iron rod) of said 235.003 acre tract and being in the west boundary line of the Fort Hood Military Reservation for corner;

THENCE S. 17° 16' 32" W., 1070.12 feet with the east boundary line (calls S. 19° 21' 59" W., 1070.12 feet) of said 235.003 acre tract and with said west boundary line to a 2" diameter pipe corner fence post found being an angle or ell corner (no call for monument) of said 235.003 acre tract and said Fort Hood Military Reservation for corner;

THENCE N. 69° 48' 37" W., 103.92 feet (calls N. 65° 00' 33" W., 100.87 feet) to a 2" diameter pipe corner fence post found being an angle or ell corner (no call for monument) of said 235.003 acre tract and said Fort Hood Military Reservation for corner;

THENCE continuing with the east boundary line (calls S. 20° 38' 15" W., 1907.67 feet) of said 235.003 acre tract and said west boundary line the following two (2) calls:



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- 1) S. 18° 07' 58" W., 1163.43 feet to a 2" diameter pipe fence post found for corner;
- 2) S. 19° 11' 16" W., 736.81 feet to the Point of BEGINNING and containing 27.682 acres of land.

\*\*\*\*\*

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



*Michael E. Alvis*

Michael E. Alvis, R.P.L.S. #5402  
April 17, 2008

Bearing Base: N. 75° 11' 57" E., 1230.31 feet (calls 1229.95 feet), proposed southeasterly right-of-way line of U.S. Highway 190 SE BYPASS, Coryell County, Texas.

See attached surveyors sketch, which accompanies this set of field notes (ref: drawing no.11902-D)



BEING a 71.342 acre tract of land situated in the RICHARD HALLMARK SURVEY, ABSTRACT No. 466, the WM. P. HARDEMAN SURVEY, ABSTRACT NO. 454, and the C. G. BENNETT SURVEY, ABSTRACT NO. 1680, Coryell County, Texas and being a part or portion of that certain one hundred sixty-five acres (165 acres) described in a Warranty Deed dated August 28, 1943 from Annie Fischgrabe and husband, Charlie Fischgrabe to United States of America and being of record in Volume 146, Page 410, Deed Records of Coryell County, Texas and being a part or portion of that certain 116 acre tract of land (Tract No. A-38) described in a Judgment on Declaration of Taking No. 1 dated April 15, 1943 to the United States of America and being of record in Volume 143, Page 571, Deed Records of Coryell County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 2" diameter capped iron pipe in concrete found being the apparent southwest corner (calls rock mound) of said 165 acre tract and being the northwest corner (calls concrete monument) of that certain 235.003 acre tract of land (Exhibit "A") described in a Warranty Deed dated August 25, 2006 from JWC, Inc. to James W. Clark, II and being of record in Document No. 203817, Coryell County Public Records and being in the east boundary line of a called 376 acre tract to Curtis Manning, et ux;

THENCE N. 17° 36' 17" E., 247.18 feet departing said 235.003 acre tract and with the west boundary line (calls S. 19° W., 840 varas) of said 165 acre tract and with the said east boundary line to a Texas Department of Transportation (TxDOT) brass cap monument found being in the proposed southeasterly right-of-way line of U.S. Highway 190 SE BYPASS as monumented on the ground for corner;

THENCE N. 75° 12' 00" E., 1159.43 feet departing said west boundary line and said east boundary line and with said proposed southeasterly right-of-way line (calls N. 75° 11' 57" E.) to a TxDOT aluminum cap monument found for corner;

THENCE departing said proposed southeasterly right-of-way line the following ten (10) calls:

- 1) S. 15° 01' 20" E., 400.30 feet to a TxDOT aluminum cap monument found for corner;
- 2) N. 74° 55' 43" E., 70.06 feet to a TxDOT aluminum cap monument found for corner;
- 3) N. 17° 30' 29" E., 361.41 feet to a ½" iron rod with cap marked "RPLS 2475" set at the beginning of a curve to the left for corner;
- 4) Thence with said curve to the left, radius equals 3685.00 feet, arc length equals 1128.38 feet and the long chord bearing equals N. 63° 07' 16" E., 1123.98 feet to a TxDOT aluminum cap monument found for corner;
- 5) S. 48° 50' 14" E., 198.04 feet to a TxDOT aluminum cap monument found for corner;
- 6) N. 41° 06' 15" E., 251.01 feet to a TxDOT aluminum cap monument found for corner;



- 7) N. 45° 49' 03" W., 149.68 feet to a TxDOT aluminum cap monument found for corner;
- 8) N. 46° 45' 43" E., 762.88 feet to a TxDOT aluminum cap monument found at the beginning of a curve to the left for corner;
- 9) Thence with said curve to the left, radius equals 2710.00 feet, arc length equals 754.23 feet and the long chord bearing equals N. 40° 00' 31" E., 751.80 feet to a TxDOT aluminum cap monument found for corner;
- 10) N. 69° 55' 40" E., 669.86 feet to a TxDOT aluminum cap monument found for corner;

THENCE S. 10° 03' 18" W., 774.96 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

THENCE S. 48° 43' 00" W., 1707.87 feet to a ½" iron rod with cap marked "RPLS 2475" set for corner;

THENCE S. 53° 32' 16" W., 1808.37 feet to a ½" iron rod with cap marked "RPLS 2475" set in the south boundary line of said 165 acre tract in Volume 146, Page 410, Deed Records of Coryell County, Texas and being in the north boundary line of that certain 171 acre tract of land described in a General Warranty Deed dated December 29, 1939 from The Federal Land Bank of Houston to Ira N. Mashburn and being of record in Volume 133, Page 346, Deed Records of Coryell County, Texas for corner;

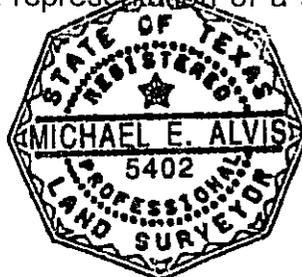
THENCE N. 72° 50' 46" W., 1549.30 feet with said south boundary line (calls S. 71° E., 742 varas) and with the north boundary line (calls N. 71° W., 752 varas) of said 171 acre tract and continuing with the north boundary line (calls S. 70° 46' 54" E., 1340.86 feet) of said 235.003 acre tract to the Point of BEGINNING and containing 71.342 acres of land.

\*\*\*\*\*

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



Michael E. Alvis, R.P.L.S. #5402  
March 31, 2008



Bearing Base: N. 75° 11' 57" E., 1230.31 feet (calls 1229.95 feet) proposed southeasterly right-of-way line of U.S. Highway 190 SE BYPASS, Coryell County, Texas

See attached surveyors sketch, which accompanies this set of field notes (ref: drawing no.11901-D).



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# City of Copperas Cove City Council Agenda Item Report

April 7, 2009

## Agenda Item No. J-1

Contact – Robin Crouse, (254) 285-2137

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**SUBJECT: Presentation update from the United Services Organization (USO ).**

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**1. BACKGROUND/HISTORY**

During the fiscal year 08-09 budget process, the USO submitted a funding request in the amount of \$5,000 to help cover operational and program costs for the Fort Hood Interpretive Center and morale boosting activities for our soldiers and military community. City Council adopted the 08-09 budget to include this request.

**2. FINDINGS/CURRENT ACTIVITY**

The USO provided support services to the 1st Cavalry Division troops deploying to Iraq in late 2008 and early 2009. It is the responsibility of the USO to provide an annual report on revenues and expenditures related to supporting our troops.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

None.

# **City of Copperas Cove**

## **City Council Agenda Item Report**

**April 7, 2009**

### **Agenda Item No. J-2**

**Contact – Jerry Conner, Executive Director, Copperas Cove  
Economic Development Corporation, 547-7874  
jerry.conner@copperascove-edc.com**

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**SUBJECT: Presentation of the Copperas Cove Economic Development Corporation 2007-2008 Audited Financial Statements, current Budget Narrative, and update of the CCEDC Retention Activities and Workshops.**

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#### **1. BACKGROUND/HISTORY**

- a) Lott, Vernon and Company audits the CCEDC on an annual basis. The audited financial statement for the fiscal year of 2007-2008 was presented to the CCEDC Board on March 26, 2009.
- b) Council has requested that the CCEDC present a current Budget to the Council. The latest CCEDC Board approved financial statement/budget is the February 28, 2009 statements.
- c) Council has requested an update on the recent visits the CCEDC Retention Department has made and the workshops either recently conducted or planned.

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

- a) For informational purposes, Lott, Vernon and Company is presenting the CCEDC audited financial statements to council.
- b) Lott, Vernon and Company will present the February 2009 Budget Narrative that the CCEDC approved on March 26, 2009.
- c) Jerry Conner, Executive Director will update Council on the visits the Retention Staff has made recently, and the workshops planned and/or held.

#### **3. FINANCIAL IMPACT**

This presentation was for Council and public update only.

#### **4. ACTION OPTIONS/RECOMMENDATION**

No actions are requested.