



**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 **19th day of May 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. Employee of the Quarter Recognitions – First Quarter 2009. **Andrea M. Gardner, City Manager**
  - Public Safety Division – Kevin Miller, Patrol Officer
  - Community Services Division – Jose Velazco, Parks and Recreation Laborer
  - Public Works Division – Gary Jones, Sr., Solid Waste Driver
  - Administrative Services Division – Adam Wolf, Information Systems Specialist II
2. Proclamation: Relay for Life Month – May 2009. **John Hull, Mayor**
3. Proclamation: Hurricane Awareness Week – May 24-30, 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 May 5, 2009 regular council meeting. **Jane Lees, City Secretary**
2. Report of activities, collections and costs associated with the opening of the Transfer Station on Saturdays during FY 2009. **Michael Mundell, Superintendent of Solid Waste**
3. Consideration and action on authorizing the Mayor to sign a letter of support for a grant application submitted by the City of Harker Heights. **Carl Ford, Director of Development Services**
4. Consideration and action on authorizing the Mayor to sign an Interlocal Government Agreement with Coryell County regarding the regulation of subdivisions within the City of Copperas Cove Extraterritorial Jurisdiction. **Carl Ford, Director of Development Services**

**H. PUBLIC HEARINGS/ACTION**

1. Public hearing and action on an ordinance amending the 2008-09 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**
2. Public hearing and action on approval of the Final Plat of Christian House of Prayer Addition Phase Two. **Carl Ford, Director of Development Services**

**I. ACTION ITEMS**

1. Consideration and action on authorizing the City Manager to issue payment for the amount exceeding the previous Council authorized amount to Blackwell Environmental, LLC for legal assistance provided on the proposed oil & gas ordinance. **Andrea M. Gardner, City Manager**
2. Consideration and action on authorizing the City Manager to execute a professional services agreement with Hearn Engineering for engineering services associated with the utilization of the uncommitted Community Development Block Grant (CDBG) grant funds. **Andrea M. Gardner, City Manager**
3. Consideration and action on authorizing the City Manager to execute an addendum to the professional services agreement with Grant Development Services for consulting services associated with the

utilization of the uncommitted Community Development Block Grant (CDBG) grant funds. **Andrea M. Gardner, City Manager**

4. Consideration and action on the mayoral recommendations for council member appointments to various ad hoc committees, outside agencies, committees, task forces and commissions. **John Hull, Mayor**
5. Consideration and action on a Resolution expressing intent to finance expenditures to be incurred. **Wanda Bunting, Director of Financial Services**
6. Consideration and action on authorizing the City Manager to execute a professional services agreement with Hearn Engineering for design and engineering services associated with the Lutheran Church Road Street Reconstruction Project. **Andrea M. Gardner, City Manager**
7. Consideration and action on a proposal from Langford Community Management Services to initiate an application for an EDA Grant for Business/Industrial Park infrastructure. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**
8. Consideration and action on a Master Concept Plan for the Business and Industrial Park area. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**
9. Consideration and action on authorizing the City Manager to execute an agreement for a golf cart lease with Club Car Inc. **Mike Chandler, Golf Course General Manager**
10. Consideration and action on a Resolution canvassing returns and declaring the results of the General Election held on May 9, 2009. **Jane Lees, City Secretary**
11. Discussion and possible action on items discussed during City Council Workshops conducted March 3, 2009 – May 5, 2009. **Andrea M. Gardner, City Manager**
12. Consideration and action on authorizing the City Manager to execute a professional services agreement with Hearn Engineering for the Colorado, Skyline & Circle Drives Project Hazard Mitigation Grant Submission. **Andrea M. Gardner, City Manager**
13. Report and possible discussion on the Hazard Mitigation Grant submission. **Andrea M. Gardner, City Manager**

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

1. The HOP Update. *Robert Ator, Director of Urban Operations*

**K. ITEMS FOR FUTURE AGENDAS**

**L. EXECUTIVE SESSION – None.**

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

**N. ADJOURNMENT**

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 \_\_\_\_\_, May 15, 2009, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

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



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

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City's Web Page [www.ci.copperas-cove.tx.us](http://www.ci.copperas-cove.tx.us)*

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **19th day of May 2009**, at **6:00 p.m.**, in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522 at which time the following subjects will be discussed:

**A. CALL TO ORDER**

**B. ROLL CALL**

**C. WORKSHOP ITEMS**

1. Presentation and discussion on the directional sign program. **Steve Startzell, National Sign Plazas, Houston, Texas.**
2. Presentation and update on Summers Road. **James Trevino, Assistant Director of Public Works**

**D. ADJOURNMENT**

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



City of Copperas Cove

# **SUMMERS ROAD PROJECT UPDATE**

**MAY 19, 2009**

**PRESENTED BY**

**JAMES A. TREVINO**

**ASSISTANT DIRECTOR PUBLIC WORKS**



Project Consists of  
Multiple  
Infrastructure  
Improvements



1. SUMMERS ROAD STREET RECONSTRUCTION

2. SUMMERS ROAD DRAINAGE IMPROVEMENTS

Alternates

3. GRIMES CROSSING STREET  
RECONSTRUCTION

4. SOUTH PARK WALKING TRAIL CURBING

5. 1100 BLOCK SOUTH 11<sup>TH</sup> STREET SIDEWALK

# Contract Awarded To Shallow Ford Construction on November 3, 2008

➤ Construction Bid	\$ 1,393,494.40
➤ Engineering Cost	<u>\$ 104,000.00</u>
May 2008	\$ 1,497,494.40

# Summers Road Street Reconstruction

- Widening 5,886 LF of roadway from 18' to 40'
- Completed road to have three lanes
- One lane each way with dedicated center turn lane
- Bid price - \$799,874.75



# Summers Road Drainage Improvements

- Replace undersized pipe with box culverts
  - Install curb and gutter to move runoff
  - Eliminating open bar ditches
  - Bid Price - \$426,560.90
- 







# Grimes Crossing Street Reconstruction

- Widening 3,103 LF of roadway from 21' to 24'
- Bid Price - \$124,538.75



# South Park Walking Trail Curbing

- Install 3,160 LF of 18" ribbon curb
- Bid Price - \$24,490.00



# 1100 Block South 11<sup>th</sup> Street Sidewalk

- Install 586 LF of 4' sidewalk
- Install four handicap curb ramps
- Bid Price - \$18,030.00



# Funding Sources

➤ 2008 Tax Note	\$	450,000.
➤ 2008A Tax Note	\$	115,637.
➤ Coryell County	\$	83,000.
➤ ORCA	\$	144,000.
➤ FEMA	\$	38,591.
➤ Drainage Budget	\$	435,317.
➤ Street Budget	\$	<u>318,000.</u>
	\$	1,584,545.

Construction Started  
December 2008

Expected Completion  
July/August 2009



# Future Street Improvements

- Lutheran Church Road Reconstruction and Widening
  - November 2008 / Voters approved \$1-million bond
  - May 2009 / Award engineering design
  - October 2009 / Advertise construction project
  - November 2009 / Award construction project
  - January 2010 / Begin construction project

Comments ?





**PROCLAMATION**

**WHEREAS,** *Relay For Life* is a fun-filled overnight event designed to celebrate survivorship and raise money for research and programs of the American Cancer Society; and

**WHEREAS,** This year we celebrate the 25th anniversary of *Relay for Life* which began when Dr. Gordy Klatt, a surgeon and avid runner, took the first step of his 24-hour walk/run around a track in Tacoma, Washington; he clocked 83 miles, raising \$27,000 to support the American Cancer Society, and the following year, 220 supporters on 19 teams joined Dr. Klatt, in this overnight event, and the American Cancer Society Relay For Life was born; and

**WHEREAS,** Since that time *Relay For Life* has spread to 3,800 communities in the United States and eight foreign countries; what began as one man’s statement in the fight against cancer has led to the development of a worldwide event to help banish cancer; and

**WHEREAS,** Teams come together to build community spirit, to honor loved ones and fight cancer and have fun in the process; and

**WHEREAS,** *Relay For Life* represents the hope that those lost to cancer will never be forgotten, that those who face cancer will be supported, and that one day, cancer will be eliminated.

**NOW, THEREFORE, I,** John Hull, Mayor of the City of Copperas Cove, Texas, do hereby proclaim May 2009 as

***“Relay for Life Month”***

in the City of Copperas Cove and I urge all citizens to support this worthwhile event and to express appreciation to all those individuals who have a part in making it such a tremendous success.

**IN TESTIMONY WHEREOF,** I witness my hand and the Seal of the City of Copperas Cove, Texas, this 19th day of May 2009.

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John Hull, Mayor

ATTEST:

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Jane Lees, City Secretary



**PROCLAMATION**

- WHEREAS,** Texas hurricane season each year begins June 1 and ends November 30; and
- WHEREAS,** The 624-mile Texas Gulf coastline, areas of Texas hundreds of miles inland, and even the City of Copperas Cove, are vulnerable to the devastating effects of a hurricane or tropical storm; and
- WHEREAS,** Both public and private entities should develop emergency response and recovery plans in accordance with local jurisdictions and our emergency management office; and
- WHEREAS,** The National Weather Service and the Governor's Division of Emergency Management are designating the week of May 24-30, 2009 as

***“Hurricane Awareness Week 2009”***

in Texas and the City of Copperas Cove; and

- WHEREAS,** The National Weather Service, the Governor's Division of Emergency Management, the Copperas Cove Office of Emergency Management and the leaders of Copperas Cove strongly suggest that all residents and visitors to this area be made aware of the potential dangers of these storms; and
- WHEREAS,** The best defense is preparedness and public education about the dangers of the high winds, storm surge, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm.

**NOW, THEREFORE, I,** John Hull, Mayor of the City of Copperas Cove, Texas, urge all citizens of this City and this community to participate in hurricane preparedness activities, and to pay close attention to watch and warning instructions.

**IN TESTIMONY WHEREOF,** I witness my hand and the Seal of the City of Copperas Cove, Texas, this 19th day of May 2009.

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

ATTEST:

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

**CITY OF COPPERAS COVE  
CITY COUNCIL REGULAR MEETING MINUTES  
May 5, 2009 – 7:00 P.M.**

**A. CALL TO ORDER**

Mayor Hull called the regular meeting of the City Council of the City of Copperas Cove Texas to order at 7:00 p.m.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Rev. Russ Cochran of Hillside Ministries Church gave the Invocation, and Mayor Hull led the Pledge of Allegiance.

**C. ROLL CALL**

**ALSO PRESENT**

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

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

**D. ANNOUNCEMENTS**

Council Member Seffrood announced the annual food drive sponsored by the postal union. The drive will be this coming Saturday, May 9, 2009. Residents may place bags with canned food by their mailboxes. Also, on Friday, May 8, 2009, collections will be done at Wal-Mart.

Council Member Goode asked that residents get out and vote on Saturday, May 9, 2009 for the City's General Election.

Council Member Stephens stated that the Friends of the Library will hold their Spring Book Sale this coming Saturday from 9 a.m. to 3 p.m.

Council Member Sheppard announced that Early Voting for the General Election was over and a total of 876 people voted. He said that the polls will be open from 7 a.m. to 7 p.m. on Saturday, May 9, 2009.

Council Member Downard reminded everyone that Rabbit Fest is coming up soon, May 14-17 at City Park.

**E. PUBLIC RECOGNITION**

1. Proclamation: Law Enforcement Torch Run Day for Special Olympics Texas. **John Hull, Mayor**

Mayor Hull read the proclamation and presented it to Cpl. John Oster of the Copperas Cove Police Department. Cpl. Oster thanked the Council for supporting this event. He said that local law enforcement officers will run through Copperas Cove on May 19, 2009, carrying the torch on its way to Arlington, Texas.

2. Proclamation: National Day of Prayer. **John Hull, Mayor. John Hull, Mayor**

Mayor Hull read the proclamation and presented it to Peggy Thompson. Ms. Thompson thanked the Council for the proclamation and invited everyone to come to Council Chambers on Thursday, May 7, 2009 at Noon to join in prayer for our nation, county, city and military.

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

May 2009 Recipients: John Rogers, Operator II Sewer Collection, 5 years; Robert Terry, Detective in Criminal Investigation Division, 5 years.

**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.

None.

**G. CONSENT ITEMS**

Council Member Stephens requested that consent item G-5 be pulled and discussed separately. Mayor Hull requested that consent items G-4 and G-8 be considered after reports were given in Items J-1 and J-2.

1. Consideration and action on approval of minutes from the April 21, 2009 regular council meeting. **Jane Lees, City Secretary**

2. Consideration and action on a resolution, authorizing and supporting the City Manager in the submission of a grant application to Texas STEP. **Daniel Austin, Police Lieutenant**

3. Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Boys and Girls Club of Copperas Cove. **Wanda Bunting, Director of Financial Services**

6. Financial Report for the Month ended March 31, 2009. **Wanda Bunting, Director of Financial Services**

7. Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending March 31, 2009 per the Investment Policy. **Wanda Bunting, Director of Financial Services**

9. Consideration and action on a resolution authorizing and supporting the City Manager in the submission of a grant application and other related mandatory documents to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program. **Tim Molnes, Police Chief**

Council Member Sheppard made a motion to approve consent items G-1, G-2, G-3, G-6, G-7 and G-9. Council Member Downard seconded the motion, and with a unanimous vote, motion carried.

5. Consideration and action on authorizing the purchase of digital in-car video systems, additional wireless microphones, and extended factory warranties through Tarrant County Cooperative Purchasing. **Eddie Wilson, Police Lieutenant**

Eddie Wilson, Police Lieutenant, gave an overview of item G-8.

After discussion and questions from the Council a motion was made by Council Member Stephens to approve consent item G-5. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

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

1. Public hearing on an ordinance amending the 2008-09 fiscal year budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

Mayor Hull opened the public hearing at 7:28 p.m.

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

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:31 p.m.

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

1. Consideration and action on appointment of an alternate member to fill a vacancy on the Board of Adjustment. **Carl Ford, Director of Community Development**

Carl Ford, Director of Community Development, gave an overview of agenda item I-1.

Council Member Downard made a motion to appoint Annabelle Smith as an alternate member on the Board of Adjustment from May 5, 2009 through June 30, 2010. Council Member Meredith seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action, authorizing the purchase of a Frazer Type I Ambulance from Frazer, Ltd., through the HGAC Cooperative purchasing program. **Mike Baker, Fire Chief**

Mike Baker, Fire Chief, gave an overview of agenda item I-2.

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

3. Consideration and action on an ordinance amending the City's "Fee Schedule". **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-3.

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

The Ordinance caption is as follows:

**ORDINANCE NO. 2009-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING THE CITY'S "FEE SCHEDULE".**

4. Consideration and action on adopting a resolution authorizing the Fire Chief to apply for a grant through the United States Department of Homeland Security, Federal Emergency Management Agency, Assistance to Firefighter's Grant Program for new Self Contained Breathing Apparatus (SCBA). **Mike Baker, Fire Chief**

Mike Baker, Fire Chief, gave an overview of agenda item I-4.

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

The Resolution caption is as follows:

**RESOLUTION NO. 2009-24**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE FIRE CHIEF TO APPLY FOR A GRANT THROUGH THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, FEDERAL EMERGENCY MANAGEMENT AGENCY, ASSISTANCE TO FIREFIGHTER'S GRANT PROGRAM FOR NEW SELF CONTAINED BREATHING APPARATUS (SCBA).**

5. Consideration and action on approval of the revised Performance Agreement and Commercial Real Estate Contract for sale of EDC spec building to Cinergy Cinemas. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation (CCEDC)**

Dan Yancey, Chairman of the Board, CCEDC, gave an overview of agenda item I-5.

Council Member Downard made a motion to approve the Commercial Property Contract between the CCEDC and Cinergy Cinemas LP. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

Council Member Downard made a motion to approve the Performance Agreement between the CCEDC and Cinergy Cinemas LLC. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

6. Consideration and action on approval of the 2008-09 amended Copperas Cove Economic Development Corporation Budget. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**

7. Consideration and action on approval of a contract to purchase a digital sign. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**

Dan Yancey, Chairman of the Board, Copperas Cove Economic Development Corporation, gave an overview of agenda items I-6 and I-7.

Council Member Palmer made a motion to approve agenda item I-6. Council Member Meredith seconded the motion.

The following citizens made comments: Mark Josendale of Bright Sign LED International; Roger O'Dwyer, 1703 Highland Drive; Garney Bray, 301 Ridge Street; and Jeff Benson, President of Cinergy Cinemas LP.

A roll call vote was taken with the following results:

Cheryl L. Meredith	Aye
Larry D. Sheppard	Aye
Chuck Downard	Aye
Danny Palmer	Aye
Bill L. Stephens	Nay
Willie C. Goode	Nay
Frank Seffrood	Nay

Motion carried four to three.

Council Member Downard made a motion to approve agenda item I-7. Council Member Palmer seconded the motion.

A roll call vote was taken with the following results:

Cheryl L. Meredith	Aye
Larry D. Sheppard	Nay
Chuck Downard	Aye
Danny Palmer	Aye
Bill L. Stephens	Aye
Willie C. Goode	Nay
Frank Seffrood	Nay

Motion carried four to three.

8. Consideration and action on authorizing the City Manager to execute an amendment to the April 30, 2007 agreement with the Copperas Cove Economic Development Corporation concerning a land exchange between the City of Copperas Cove and Fort Hood. **Andrea M. Gardner, City Manager**

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

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

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

1. Copperas Cove Country Opry second quarter report for FY 2008-09. **William K. Hall, Copperas Cove Country Opry**

William K. Hall, Copperas Cove Country Opry, gave a report on the second quarter for FY 2008-09, January through March 2009.

**G. CONSENT ITEMS**

4. Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Copperas Cove Country Opry. **Wanda Bunting, Director of Financial Services**

Council Member Stephens made a motion to authorize release of funds to the Copperas Cove Country Opry. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

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

2. Chamber of Commerce first quarter report for calendar year 2009. **Marty Smith, President, Copperas Cove Chamber of Commerce**

Marty Smith, President, Copperas Cove Chamber of Commerce, gave a report for the first quarter for calendar year 2009.

**G. CONSENT ITEMS**

8. Consideration and action on authorizing the release of funds from the Hotel Occupancy Tax Fund to the Copperas Cove Chamber of Commerce to satisfy the quarterly installment due for period ending March 31, 2009. **Wanda Bunting, Director of Financial Services**

Council Member Goode made a motion to authorize release of funds to the Copperas Cove Chamber of Commerce. Council Member Downard seconded the motion, and with a unanimous vote, motion carried.

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

3. Presentation update from the Copperas Cove Animal Advisory Committee.  
***Mike Heintzelman, Deputy Chief of Police***

Mike Heintzelman, Deputy Chief of Police, informed the Council that the Animal Advisory Committee discussed changes to the City's animal control ordinance at their April 14, 2009 meeting. The changes will be brought to the Council for discussion at a workshop in the near future.

**K. ITEMS FOR FUTURE AGENDAS**

Council Member Stephens requested the following items:

1. Report on the next agenda, after a coordination meeting between the EDC, Chamber and the City regarding the LED sign promotion/advertising.
2. Report on the next agenda of the EDC financial guidelines and the EDC Annual Report that goes to the State Comptroller's Office by February 1 of each year.
3. Report by the next meeting the current EDC Board Members, their terms, original appointment dates, and certificates showing the dates they completed the required basic economic development training.
4. A future joint workshop item to discuss the irregularities found in the City Attorney's report and what changes the EDC will need to make in accordance with Local Government Code and the Attorney General's Handbook for Economic Development Corporations, along with the EDC Bylaws.

Council Member Stephens requested that all these items be coordinated with the EDC through the Council liaisons to the EDC, Council Members Downard and Palmer.

Council Members Palmer and Meredith concurred.

**L. EXECUTIVE SESSION – None.**

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

**N. ADJOURNMENT**

There being no further business, Mayor Hull adjourned the meeting at 8:36 p.m.

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

ATTEST:

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

# City of Copperas Cove City Council Agenda Item Report May 19, 2009

## Agenda Item No. G-2

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

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**SUBJECT:** Report of activities, collections and costs associated with the opening of the Transfer Station on Saturdays during FY 2009.

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### 1. BACKGROUND/HISTORY

The Solid Waste Department sponsored spring and fall clean up events each year for the previous seven years. The events were held during the “regular work week” to avoid incurring additional costs (personnel costs associated with overtime). However, City Administration received multiple requests to open the Transfer Station on Saturdays allowing citizens unable to utilize the facility during the “regular work week” an opportunity to dispose of unwanted items at the Transfer Station on weekends. As such, City Administration decided to provide weekend hours of operation at the Transfer Station as authorized by the Texas Commission on Environmental Quality (five Saturdays per year).

Date	Event Type
Second Saturday in March	Scheduled Saturday
Fourth Saturday in April	Spring Clean Up
Third Saturday in June	Scheduled Saturday
Last Saturday in September	Scheduled Saturday
Third Saturday in November	Fall Clean Up

Note: Disposal of items during clean up events is provided at no charge with the exception of contractors and non-residents.

**2. FINDINGS/CURRENT ACTIVITY**

<b>Transfer Station Open on Saturdays</b>			
	<b>14-Mar-09</b>	<b>25-Apr-09</b>	<b>Total To Date</b>
<b>Customers:</b>			
Free Service	0	170	170
Paying for the Service	18	16	34
<b>Total</b>	<b>18</b>	<b>186</b>	<b>204</b>
<b>Total Revenue</b>	<b>\$ 185</b>	<b>\$ 239</b>	<b>\$ 424</b>
<b>Operating Costs:</b>			
Personnel	\$ 732	\$ 682	\$ 1,414
Transportation/Disposal	118	576	694
<b>Total</b>	<b>\$ 851</b>	<b>\$ 1,258</b>	<b>\$ 2,109</b>
<b>Net Impact</b>	<b>\$ (666)</b>	<b>\$ (1,019)</b>	<b>\$ (1,685)</b>

In both the transportation and disposal agreements, the City receives one free trailer twice a year for the spring and fall clean up events. The transportation and disposal costs for the April 25, 2009 spring clean up event only reflect the amount of tonnage that was not covered in the transportation and disposal agreements.

The next scheduled Saturday opening is planned for June 20, 2009. On that date, all customers will be charged per the City's Adopted Fee Schedule. Disposal of Recycling items will be provided according to normal practices (no charge).

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

None.

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. G-3

Contact – Carl Ford, Director of Development Services, 547-4221  
cford@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the Mayor to sign a letter of support for a grant application submitted by the City of Harker Heights.**

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#### 1. BACKGROUND/HISTORY

In April 2009, a memorandum of understanding was signed by the communities of Fort Hood, Harker Heights, Killeen, Copperas Cove and Gatesville to create the Cen-Tex Sustainable Communities Partnership. The goal of the partnership is to achieve a higher level of activity in supporting sustainable and environmentally beneficial projects for the Central Texas Region. In support of the goal, the City of Harker Heights drafted a grant proposal to the Environmental Protection Agency for implementation assistance in creating a regional Smart Growth Master Plan. The project will provide support of the initiatives defined in the goal of the Cen-Tex Sustainable Communities Partnership and will likely be one of many such grant related projects submitted by the members of the partnership for the benefit of all participants in the partnership and the residents of the area.

#### 2. FINDINGS/CURRENT ACTIVITY

The Environmental Protection Agency has identified five areas where the agency should focus its smart growth efforts to achieve the maximum environmental results, instigate the real change and be consistent with the EPA's federal role. These five areas include:

1. Promote Infill and Redevelopment;
2. Catalyze Smart Growth Transportation Solutions;
3. Partner for Innovative development and building regulations;
4. Support State smart growth initiatives; and
5. Ensure EPA policies recognize the Environmental benefits of smart growth.

The proposed project submitted by the City of Harker Heights requests funding from the Environmental Protection Agency for a project to complete a Smart Growth Master Plan for the areas encompassed by the Cen-Tex Sustainable Communities Partnership. The Master Plan as developed will provide insights into the problems facing the area related to development, redevelopment,

transportation and the environment and will generate potential solutions to the problems. The City of Copperas Cove's endorsement of the project will demonstrate to the Environmental Protection Agency the City's commitment to the project and the commitment the City government has to the initiatives of the Cen-Tex Sustainable Communities Partnership.

**3. FINANCIAL IMPACT**

There is no cost involved in endorsing the grant proposal.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Council authorize the Mayor to submit a letter of support for the City of Harker Heights proposed grant from the Environmental Protection Agency for a Smart Growth Master Plan for the areas that are encompassed by the Cen-Tex Sustainable Communities Partnership.

**From:** Ken Bouchard

**Sent:** Thursday, April 23, 2009 2:46 PM

**To:** 'Carl Ford- City Planner'; 'Ray Shanaa'; 'Roger Mumby'; 'Tony McIlwain'; 'Rawlings, Jennifer Miss CIV USA IMCOM'; 'Doyle, Randy CIV USA IMCOM'

**Cc:** David Mitchell; Steve Carpenter

**Subject:** EPA Application

Fellow Smart Growth Partners,

Yesterday, the City of Harker Heights submitted an application for EPA Smart Growth Implementation Assistance. Although it was my intent to include letters of support with the application, I requested and received permission from the EPA to submit them together at a later date. This request was made so that some of our partners would be afforded the opportunity to properly process the information through the appropriate local government protocols.

Attached is a copy of the information that was submitted. If you could please review the data and send a letter of support at your earliest convenience, I would greatly appreciate it. My goal is to have all letters of support in EPA hands within the next 30 days. I apologize for any inconvenience, but please know that time constraints were a factor.

Thank you for your help and please don't hesitate to contact me with any questions you have.

Respectfully,

*Ken Bouchard*

City Planner / GIS

Planning & Development  
City of Harker Heights  
305 Miller's Crossing  
Harker Heights, TX 76548  
Phone: 254-953-5640

Planning & Development  
City of Harker Heights  
305 Miller's Crossing  
Harker Heights, TX 76548  
Phone: 254-953-5640

*As you know, the City of Harker Heights is preparing a Smart Growth Implementation Assistance application in order to gain EPA assistance in developing a regional smart growth master plan. Although this application is being prepared and submitted by the City of Harker Heights, all of us will benefit from the assistance. Per the application requirements, I am asking you to please submit a one page letter of support. The application language below illustrates the request.*

*“Applicants should submit letters of support and participation from the principal partners on the team, signed by an individual who can commit the organization to the project. The EPA-led team will be on site for only a few days. The applicant and its partners must carry out the bulk of the work and must have the dedication and vision to succeed. Applicants must also specify the staff who will work on this project before and during the team visit and during the follow-up.”*

*A support letter example might include; The City of \_\_\_\_\_ supports the need for EPA implementation assistance in order to help the Sustainable Communities Partnership develop a regional Smart Growth Master Plan. You may also consider briefly explaining some of your smart growth challenges and how this assistance might help. As stated above, please don't forget to mention the staff who will work on the project.*

*Please prepare and email me your one-page letters of support on your city's letterhead today. I will print them here and include them with the application.*

*Thank you for your help and please don't hesitate to contact me with any questions you may have.*



*The City of Harker Heights*  
305 Miller's Crossing  
Harker Heights, Texas 76548  
Phone 254/953-5600  
Fax 254/953-5614

**Mayor**  
Ed Mullen

**Mayor Pro Tem**  
Rob Robinson

**City Council**  
John Reider  
Pat Christ  
Mike Aycock  
Bobby Hoxworth

April 22, 2009

Deloris Wingo-Huntley  
Development, Community and Environment Div.  
U.S. Environmental Protection Agency  
1301 Constitution Ave. NW  
EPA West Building, Room 1408  
Washington, D.C 20004

Dear Deloris,

Per today's conversation with Senior Policy Analyst, Kevin Nelson, please be advised that all letters of support will be forthcoming. Although it was my intention to include them today, some of our regional partners were unable to prepare them without processing the final application information through the appropriate local government protocols. Once this has been completed, I will forward all of them to you in a single packet.

As you can see from our enclosed application, the City of Harker Heights and our neighboring partners are very eager to learn more about smart growth opportunities. Although some cities are further along than others, all agree that EPA professional assistance is an essential requirement to obtaining long term regional success.

On behalf of all of our regional partners, I ask that you please consider this request for assistance. Please don't hesitate to contact me with any questions you have, or if I can help in any way. Thank You.

Respectfully,

Ken Bouchard  
City Planner / GIS

Smart Growth Implementation Assistance  
2009 Request for Applications

**Summary Page**

Project Title: Smart Growth Master Plan

Project Manager:

Ken Bouchard, City Planner / GIS  
Planning & Development Dept.  
City of Harker Heights  
305 Miller's Crossing  
Harker Heights, TX 76548

Phone: 254-953-5640  
kbouchard@ci.harker-heights.tx.us

Type of assistance requested: Policy Analysis and Public Participation

**Abstract**

On behalf of the Cen-Tex Sustainable Communities Partnership, the City of Harker Heights is applying for implementation assistance from the EPA to create a regional Smart Growth Master Plan. The Cen-Tex Sustainable Communities Partnership is a new partnership that includes representatives from Ft. Hood and the neighboring communities of Harker Heights, Killeen, Gatesville, and Copperas Cove. The objective of this partnership is to review opportunities to enhance the economic vitality and quality of life of regional citizens through practices that incorporate smart growth principles.

Unlike many areas of the country, the central Texas region is unique. Being centered around the largest mechanized military base in the United States adds to this uniqueness. Local cities face challenges associated with creativity in relation to their ordinance requirements, encouraging infill development, regional planning, and the utilization of alternative energies. Cities desire expert advice and research in addressing these challenges.

Regional partners have already begun the process of seeking sustainable smart growth solutions. Unfortunately, the partnership and the process are still in their infancy. A professional EPA facilitated regional Smart Growth Master Plan will greatly enhance the efforts of regional stakeholders by providing unbiased assistance in identify and prioritizing current challenges and proposing measurable remedies to resolve them.

## **Project Description**

In communities across the nation, there is a growing concern that current development patterns - dominated by what is often times referred to as “sprawl” are no longer compatible with citizens and governments long term best interests. Though supportive of growth, communities are increasingly questioning the social, environmental, and economic costs associated with abandoning existing infrastructure in cities in exchange for new improvements further away from the city’s core. Although many communities are aware of smart growth principles and recognize the benefits, current laws and organizational cultures often times impede the progress. The ultimate goal of this application is to seek EPA technical assistance and discover ways to incorporate smart growth strategies into future policies and ordinances.

### Military Complexities

From a technical perspective, the traditional challenges surrounding smart growth in this area are further complicated from being located in close proximity of a major military base. Due to large land requirements and security concerns, most military installations were originally located in remote areas. However, over time adjacent communities slowly developed as people and businesses pursued civilian jobs and business opportunities in or near the base. Highly transient fluctuating populations, large scale troop deployments and re-assignments, noise pollution from low flying aircraft and artillery operations are just a few of the challenges that area planners are tasked with.

In an effort to seek relief, many people who work on or near military installations often times choose distant locations to reside. This translates into increased greenhouse gas emissions, traffic congestion and commute times. In addition to the effects felt off base, it’s important to note some of the challenges that occur on base. Public requests to modify or curtail training operations and/or transfer activities to other installations are some of the challenges that military commanders have to address. When taken to the extreme, mission constraints can lead to base closures which have a detrimental effect on the economic activity and employment opportunities in the region.

The recent military “smart growth movement” emanates from a strong desire to address fiscal, environmental and ethical concerns. Military smart growth principles place a high value on long-range efforts that address; creating a unique sense of community and place; expanding the range of transportation, employment, and housing choices; equitably distributing the costs and benefits of development; preserving and enhancing natural and cultural resources; and promoting public health. Each defense service has adopted smart development initiatives. Specific to the Army, The Army Strategy for the Environment: Sustain the Mission – Secure the Future, identifies that poor planning and resource use by the Army can result in adverse impacts to the economic viability of the local communities, human and ecosystem health, and ultimately the sustainability of the Army mission itself. Updated in 2005, AR-210-20 added the requirements for

installations to “...work with local and regional planning agencies to build close and harmonious plans.” The Army Environmental Policy Institute is developing guidance to installations on addressing regional sustainability through the Strategic Sustainability Assessment (SSA) program.

The new focus on Army smart growth principles comes as Fort Hood aims toward environmental sustainability, a fact that is demonstrated by the many awards the installation has won. The goal for Fort Hood and the surrounding cities is to determine how best to adequately ensure the continued economic development of the area while maintaining the present and future integrity of military operations and training. Fort Hood has direct power and ability to implement smart growth strategies if the right people are trained and educated.

### Local Community Challenges

In addition to the military complexities cited above, local communities have some of their own unique smart growth challenges. Zoning and subdivision ordinances often times do not provide enough flexibility to fully employ smart growth principles. While infill development is desired by cities, they often struggle with ways to encourage such development. Cities prepare their own master plans well, but the focus is primarily internal and not regional in scope. Cities need expert advice and research into new methods and practices.

Creativity, in relation to new practices, can be limited under existing zoning and subdivision ordinances. These ordinances lay out strict rules for land uses that ensure orderly development. Unfortunately, current ordinances can inhibit creativity and new techniques. Communities would benefit by learning how to modify their codes to generate creativity.

Cities desire infill development for economic and aesthetic reasons. Although city ordinances may be modified to accommodate infill, often times it isn't enough to stimulate infill development. Local communities need research based guidance on measures that will help stimulate the redevelopment of infill areas.

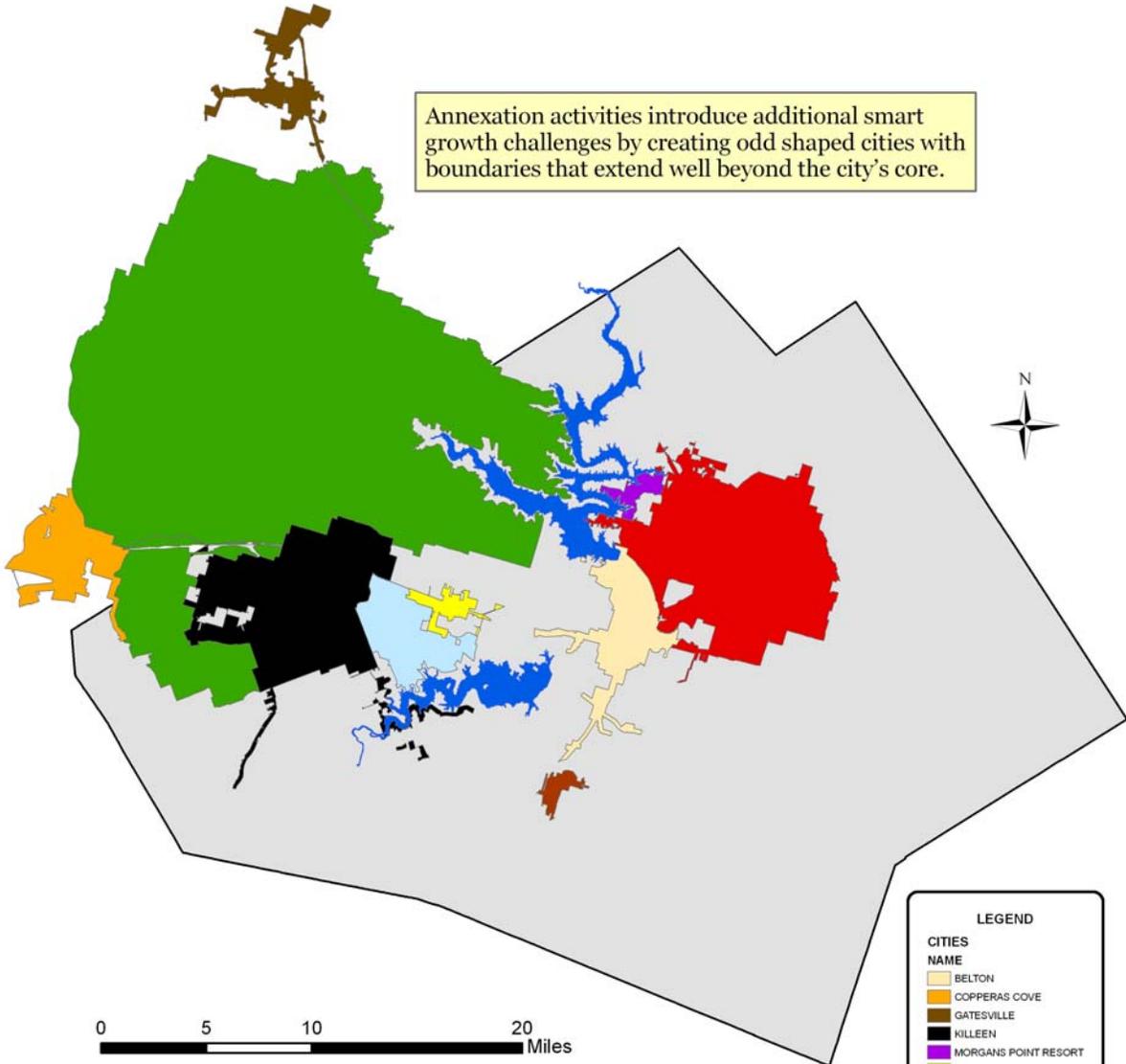
Master planning is conducted independently by most local communities and incorporate plans that are not regional in scope. Local communities need assistance in developing regional plans that address challenges with roads, water conservation, wastewater, reuse water and parks. Regional smart growth plans that incorporate sustainable development practices would provide regional benefits.

Although cities have personnel well trained in providing quality public services, very few are skilled in sustainable development and alternative energy technologies. Regional efforts would be greatly enhanced by additional assistance in these areas.

Smart growth master planning requires regional collaboration. This application is a formal request for that help.

# Attachment 1 Regional Cities Boundary Map 4/19/2009

Annexation activities introduce additional smart growth challenges by creating odd shaped cities with boundaries that extend well beyond the city's core.



LEGEND	
<b>CITIES</b>	
<b>NAME</b>	
	BELTON
	COPPERAS COVE
	GATESVILLE
	KILLEEN
	MORGANS POINT RESORT
	NOLANVILLE
	SALADO
	TEMPLE
	HARKER HEIGHTS
	FT. HOOD
	BELL COUNTY BOUNDARY
	Lakes

**Disclaimer:** The City of Harker Heights makes no representation or warranty as to the accuracy of this map and its information or to its fitness for use. Any user of this map product accepts the same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further agrees to not hold the City of Harker Heights liable from any damage, loss, or liability arising from any use of the map product. Independent verification of all information contained on this map should be obtained by the end user.

## Harker Heights Successes

The City of Harker Heights understands the importance of smart growth and has already taken positive steps in that direction. In 2007, the City published the Exploring New Heights II Report. The objective of this study was to get City staff, citizens and business leaders together to ask a few simple questions:

- Where are we now?
- What do we want the City to look like in the future?
- How do we get there?

Some of the critical challenges identified in the report focused on affordable housing, the redevelopment of older parts of the City, water and energy conservation, and an emphasis on plans surrounding hike and bike trails. City leadership and staff continue to address the concerns identified in the report. Recent examples of success include:

- Leadership role in the CenTex Sustainable Communities Partnership
- New Joint Recycling Collection Center Partnership
- New Police Station and Library within the City's Main Core Area
- New Athletic Complex that incorporates bike and walking trails with inter-modal access
- New Wind Energy System Ordinance that encourages the use of alternative energy
- Ongoing efforts focused on hike and bike paths, connectivity and community gardens

Although Harker Heights continues to pursue smart growth strategies independently, City staff members clearly recognize the benefits that can be gained from productive interdependent relationships with neighboring communities. The City is fully committed to teaming up with fellow partners to pursue remedies that best serve the City and the region.

## Collaborative Solutions

Regional city staffs and Fort Hood personnel constitute the core project management group for this partnership. All entities believe that a regional Smart Growth Master Plan would be the best place to start. A plan that incorporates a systematic prioritizing of regional goals and objectives where environmental and planning challenges can be identified and effectively dealt with. The project work team funded by the EPA will be involved with providing technical assistance and drafting plans that will be used to promote smart growth strategies via the partnership.

Specific efforts will focus on three to five areas selected by regional stakeholders and the core team. Potential considerations include mixed land use, compact building design, walkable neighborhoods, attractive communities, open space preservation, natural resource protection, link transportation options, and installation / surrounding community land use compatibility.

Given the cyclical process of smart growth, any master plan created would be used as a guiding document. Smart growth efforts will be further enhanced by an Army funded goal setting session designed to identify objectives that will enhance regional economic activity without compromising the quality of life.

The project team would be asked to facilitate a series of regional stakeholder meetings where topics for smart growth are identified and addressed. Specific tasks required to complete this project are:

#### Task 1: Identification and Evaluation of Previous Efforts

With the assistance of partnering communities, the project team will review ordinances, policies, master plans, capital improvement plans, GIS data, specialized transportation and/or infrastructure studies and future land use strategies. Public participation will also be included in this process. Potential goals include identifying areas best suited for infill development while protecting open space for habitat and watershed protection.

#### Task 2: Stakeholder Engagement and Preliminary Smart Growth Master Plan

To help identify elements of a regional smart growth master plan, the project team will invite regional stakeholders into a charrette creation exercise. This process will help foster productive collaboration and prioritization of regional stakeholder objectives

#### Task 3: Smart Growth Master Plan

Based on findings from Tasks 1-2, the project team will develop a smart growth master plan document that includes a GIS map showing best land use designations.

#### The Benefits

The insights and innovative results gained from this collaborative process could be used to help similar areas that are also tasked with the additional complexities involved in creating and/or managing smart growth in close proximity of military bases. This opportunity is unique in that it directly involves a partnership between local communities and the largest military installation in the United States.

Smart growth does not happen without a collaborative effort or solid plan. Regional stakeholders have already committed to seeking solutions to improve the quality of life without compromising the environment. The EPA smart growth implementation assistance is the catalyst to transition the ideas into realities. Thank you for your consideration.

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. G-4

Contact – Carl Ford, Director of Development Services, 547-4221  
cford@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on authorizing the Mayor to sign an Interlocal Government Agreement with Coryell County regarding the regulation of subdivisions within the City of Copperas Cove Extraterritorial Jurisdiction.**

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#### 1. BACKGROUND/HISTORY

In May 2001, the Texas Legislature passed House Bill No. 1445 providing that municipalities and the counties may enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related plats in the extraterritorial jurisdiction of the municipality. Coryell County and the City of Copperas Cove entered into the first agreement regarding the regulation of subdivision plats in the extraterritorial jurisdiction in the year 2002. The county and municipality now find it necessary to amend the original agreement.

#### 2. FINDINGS/CURRENT ACTIVITY

The interlocal government agreement with Coryell County provides that the City of Copperas Cove shall maintain regulatory and approval authority of plats within the City's extraterritorial jurisdiction. The City will accept all plat applications for tracts of land located in the extraterritorial jurisdiction of the City. Copperas Cove collects municipal plat fees and provides the applicants with response indicating approval or disapproval of the plat application. Plats that are approved under the agreement must be filed in the Official Public Records of Coryell County. The changes between the attached and previous agreement are very limited but the new agreement provides for the Coryell County Designated Representative to approve the on-site sewage facilities within the extraterritorial jurisdiction prior to approving and signing the plat. No final plat that includes on-site sewage facilities may be approved without the required signature.

#### 3. FINANCIAL IMPACT

No cost associated with approval of the agreement.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Council authorize the Mayor to execute the interlocal government agreement with Coryell County regarding the regulation of subdivisions in the extraterritorial jurisdiction.

**CORYELL COUNTY**

**INTERLOCAL GOVERNMENT AGREEMENT**

**WITH THE CITY OF**

**COPPERAS COVE**

**REGARDING THE REGULATION OF**

**SUBDIVISIONS IN THE**

**EXTRATERRITORIAL JURISDICTION**

## INTERLOCAL GOVERNMENT AGREEMENT

WHEREAS, the Texas Legislature passed House Bill No. 1445 on May 21, 2001 providing that municipalities and the county shall enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the municipality; and

WHEREAS, the subject Act provides that such agreement should be entered into not later than April 1, 2002,

WHEREAS, the municipality and the county shall adopt the agreement by order, ordinance, or resolution

WHEREAS, the municipality and the county previously entered into an agreement concerning plats in the ETJ, and

WHEREAS, the municipality and the county find it necessary to now amend the original agreement,

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF CORYELL COUNTY, TEXAS, AND THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AS FOLLOWS:**

1. From and after the execution of this Agreement by both entities, the City of Copperas Cove shall be the entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City of Copperas Cove.
2. This Agreement shall be amended by the City of Copperas Cove and Coryell County, if necessary, to take into account an expansion or reduction in the extraterritorial jurisdiction of the City of Copperas Cove. The City of Copperas Cove shall notify Coryell County of any expansion or reduction in the municipality's extraterritorial jurisdiction. Any expansion or reduction in the municipality's extraterritorial jurisdiction that affects property that is subject to a preliminary or final plat filed with the municipality or that was previously approved under Section 212.009, Local Government Code, does not affect any rights accrued under Chapter 245 of the Local Government Code. The approval of the plat or any permit remains effective as provided by Chapter 245 of the Local Government Code regardless of the change in designation.
3. The City of Copperas Cove is hereby granted exclusive jurisdiction to regulate subdivision plats and approve related permits in its extraterritorial jurisdiction and may regulate subdivisions, under Subchapter A of Chapter 212 of the Local Government Code and other statues applicable to municipalities.
4. The City of Copperas Cove and Coryell County shall establish one office, i.e. the City Hall of the City of Copperas Cove, that is authorized to accept plat applications for tracts

of land located in the extraterritorial jurisdiction of Copperas Cove, collects municipal plat application fees, and provides applicants one response indicating approval or denial of the plat application. However, plats that are approved by the City of Copperas Cove under this Agreement must also be filed in the Official Public Records of Coryell County, Texas, in the Coryell County Clerk's Office.

5. Notice to County: Any sub-divider filing a plat, preliminary and/or final, with the city hall involving an area in the ETJ of the city shall, within three (3) days, deliver a courtesy copy of said plat to the Coryell County Attorney's Office. This is to insure the Coryell County Commissioner's Court has an opportunity to have input on any affect that the plat may have on other areas of the county inside or outside of the city's ETJ.
6. Acceptance of Roads by County: Coryell County shall not repair, maintain, install or provide any streets or roads in any subdivision for which a final plat has not been approved and filed for record, nor in which the applicable road construction standards have not been complied with in full, nor shall Coryell County repair, maintain, or install any streets or roads until such time as the roads or streets have been accepted by the Commissioners' Court.
7. Dedication of Maintenance of Streets: Disapproval of a plat by the City shall be deemed a refusal to accept the offered dedications shown thereon. Approval of a plat shall not be deemed an acceptance of the proposed dedications and shall not impose any duty upon Coryell County concerning the maintenance of or improvements to any such dedicated parts until the Commissioners' Court has actually accepted the roads. It shall be unlawful for Commissioners to maintain the streets and roads in a subdivision, and Coryell County will not accept or maintain said streets and roads unless and until such streets and roads have been constructed as specified, the required utilities and drainage facilities have been installed and such improvements have been accepted in writing by the Commissioners' Court.

All roads and streets will not receive consideration for final approval by Commissioners' Court until at least one (1) year after original construction of streets and roads is completed. In subdivisions in which insufficient development or building has taken place after the one year period and where there has been insufficient use of the streets and roads to insure their stability, then such streets and roads will not be accepted by Commissioners' Court until such time as there is sufficient development to insure street and road stability. Sufficient development shall be defined as fifty percent (50%) occupancy of the total lots or tracts within said subdivision. Upon final approval, title to all streets and roads shall be acceptable to the County for their maintenance by a Warranty Deed, or Grant of right-of-way, which shall be acceptable to the Commissioners' Court. Accompanying such deed or grant of right-of-way shall be an adequate description of streets and roads, either by reference to the approved subdivision plat or by field notes prepared by a registered professional engineer from a survey made on the ground.

8. Permission from County for Entrance onto Existing County Road: If any street in the

proposed subdivision will enter upon a current County Road, the developer must get written permission from the Coryell County Commissioners' Court to tie into the existing County Road prior to approval of the Final Plat.

9. Approval of OSSF Designated Representative: If the developer intends that each lot is to be serviced by an OSSF, the plan for sewage (waste water) disposal shall be shown on the preliminary and final plat. After approval of the Preliminary Plat, a copy of a Site Evaluation Letter prepared by a licensed OSSF site evaluator shall be provided to the County's DR. The County's DR shall review the Site Evaluation Letter. If the Site Evaluation Letter meets with the DR's approval, the DR shall sign the final plat approving the proposed sewage disposal plan outlined in the Site Evaluation Letter. The Site Evaluation Letter shall be submitted with the final plat to the City. No final plat shall be accepted until the County's DR has approved the sewage disposal plan.

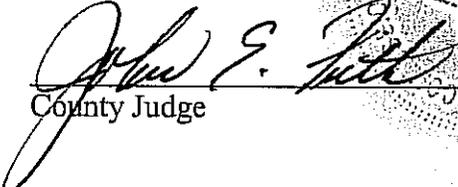
No permit shall be issued by Coryell County for the installation of septic systems on any lot in a subdivision for which a final plat has not been approved and filed for record, or on any lot in a subdivision in which the standards contained herein or referred to herein have not been complied with in full.

This agreement was considered and adopted by the Coryell County Commissioners' Court on the 27th day of April, 2009, and by the City Council of the City of Copperas Cove on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, and shall become effective immediately upon execution by both parties.

THE CITY OF COPPERAS COVE, TEXAS

CORYELL COUNTY, TEXAS

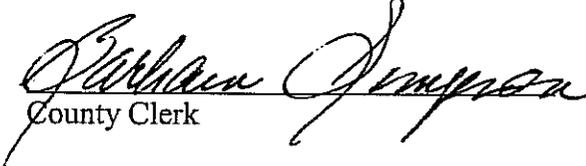
\_\_\_\_\_  
Mayor

  
County Judge

ATTEST:

ATTEST:

\_\_\_\_\_  
City Secretary

  
County Clerk

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 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 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 and April 7, 2009. 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 May 5, 2009.

#### 2. FINDINGS/CURRENT ACTIVITY

The General Fund requires \$100,000 increase in expenditure appropriation for the design and engineering contract for the "Lutheran Church Road" project, the fund balance in the general funds meets ideal fund balance prior to this budget amendment. A reimbursement resolution will be included on the May 19, 2009 City Council agenda that will allow for reimbursement to the General Fund operating budget after the general obligation bond debt is issued. 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 Solid Waste Fund requires a redistribution of \$2,750 from the Solid Waste Transport and Disposal funds to Operations. This is necessary due to the extra costs for license requirements and the extra costs that are needed to operate the Transfer Station on five Saturdays a year. Operating the Transfer Station is an item that was mentioned and discussed at the Public Meeting held on January 20, 2009. The department does not have sufficient funds available in the operations budget to provide this service on each identified Saturday for the remainder of the current fiscal year.

The budget amendment includes the following appropriation changes:

- Solid Waste Operations           \$2,750
- Solid Waste Disposal           (\$2,750)

The Drainage Utility Fund will require an increase of \$10,000 in expenditure appropriations. The expenditure increase is to cover the design and engineer contract for the “Colorado Drive Area Drainage Improvement” grant application. This expenditure will qualify for reimbursement if the grant is approved.

**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. 2009-10, amending the fiscal year 2008-09 Budget.

## ORDINANCE NO. 2009-10

**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 19th day of May 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:**

\_\_\_\_\_  
Denton, Navarro, Rocha  
& Bernal, P.C., 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	\$ 2,827,839	\$ -	\$ 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>\$ 3,827,839</b>	<b>\$ -</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	524,645	-	524,645
<b>TOTAL REVENUES</b>	<b>\$ 13,539,891</b>	<b>\$ 14,516,576</b>	<b>\$ -</b>	<b>\$ 14,516,576</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 17,474,551</b>	<b>\$ 18,344,415</b>	<b>\$ -</b>	<b>\$ 18,344,415</b>
<b>EXPENDITURES:</b>				
City Council (21)	\$ 30,252	\$ 42,240	\$ -	\$ 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	239,238	-	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	115,389	-	115,389
Animal Control (43)	204,901	240,896	-	240,896
Fire/EMS (44)	3,020,474	3,214,345	-	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	274,844	-	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	212,447	-	212,447
Library (71)	517,844	533,921	-	533,921
Code & Health (72)	155,274	219,902	-	219,902
Non-Departmental (75)	494,013	566,389	100,000	666,389
<b>TOTAL EXPENDITURES</b>	<b>\$ 13,214,876</b>	<b>\$ 14,671,318</b>	<b>\$ 100,000</b>	<b>\$ 14,771,318</b>
<b>ENDING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 3,259,675	\$ 2,673,097		\$ 2,573,097
Unreserved, Designated	1,000,000	1,000,000		1,000,000
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 4,259,675</b>	<b>\$ 3,673,097</b>	<b>\$ (100,000)</b>	<b>\$ 3,573,097</b>
<b>IDEAL FUND BALANCE</b>	<b>\$ 3,303,719</b>	<b>\$ 3,667,830</b>	<b>\$ 25,000</b>	<b>\$ 3,692,830</b>
<b>OVER (UNDER) IDEAL FUND BALANCE</b>	<b>\$ 955,956</b>	<b>\$ 5,268</b>	<b>\$ (125,000)</b>	<b>\$ (119,733)</b>

\*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd and April 7th.

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

Description	Projected FY 2007-08	Adopted FY 2008-09	Proposed Amendment	Amended Budget FY 2008-09
<b>BEGINNING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 769,843	\$ 750,357	\$ -	\$ 750,357
Prior Yr Enc Voided in Current Yr	296	-	-	-
Prior Period Adjustment	(57,476)	-	-	-
<b>TOTAL BEGINNING FUND BALANCE</b>	<b>\$ 712,663</b>	<b>\$ 750,357</b>	<b>\$ -</b>	<b>\$ 750,357</b>
<b>REVENUES:</b>				
Garbage Collection Fees	\$ 2,361,767	\$ 2,451,700	\$ -	\$ 2,451,700
Senior Discount	(39,375)	(40,700)	-	(40,700)
Sanitary Landfill Fees	375,000	400,000	-	400,000
Recycling Proceeds	45,000	45,000	-	45,000
Sale of Kraft Bags	11,000	13,000	-	13,000
Sale of Scrap Metal	19,000	16,000	-	16,000
Container Reload-On Site	5,000	7,500	-	7,500
Rtn Svce-Overload Container	200	500	-	500
Auto-Lid Locks	1,306	1,000	-	1,000
Rear Load Dumpster Rental	3,770	2,000	-	2,000
Roll-Off Rental Income	55,000	45,000	-	45,000
Bulky/White Goods Collection	-	68,040	-	68,040
Container Removal from Curb	-	15,450	-	15,450
Miscellaneous Solid Waste Fees	-	3,274	-	3,274
Subtotal	<u>\$ 2,837,668</u>	<u>\$ 3,027,764</u>	<u>\$ -</u>	<u>\$ 3,027,764</u>
Interest Revenue	\$ 26,000	\$ 28,000	\$ -	\$ 28,000
Late Charge For Billing	120,000	123,000	-	123,000
Auction Proceeds	1,000	5,000	-	5,000
Miscellaneous Revenues	3,000	1,000	-	1,000
Subtotal	<u>\$ 150,000</u>	<u>\$ 157,000</u>	<u>\$ -</u>	<u>\$ 157,000</u>
<b>TOTAL REVENUES</b>	<b>\$ 2,987,668</b>	<b>\$ 3,184,764</b>	<b>\$ -</b>	<b>\$ 3,184,764</b>
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$ 3,700,331</b>	<b>\$ 3,935,121</b>	<b>\$ -</b>	<b>\$ 3,935,121</b>
<b>EXPENSES:</b>				
Solid Waste Operations (90)	\$ 205,017	\$ 229,350	\$ 2,750	\$ 232,100
Solid Waste Collection - Residential (91-01)	336,029	387,254	-	387,254
Solid Waste Collection - Recycling (91-02)	123,605	148,667	-	148,667
Solid Waste Collection - Brush (91-03)	141,737	165,034	-	165,034
Solid Waste Collection - Commercial (91-04)	346,709	433,744	-	433,744
Solid Waste Collection - KCCB (91-05)	22,000	24,789	-	24,789
Solid Waste Disposal (92)	1,269,053	1,187,612	(2,750)	1,184,862
Non-Departmental (95)	505,824	553,969	-	553,969
<b>TOTAL EXPENSES</b>	<b>\$ 2,949,974</b>	<b>\$ 3,130,419</b>	<b>\$ -</b>	<b>\$ 3,130,419</b>
<b>ENDING FUND BALANCE:</b>				
Unreserved, Undesignated	\$ 750,357	\$ 804,703	\$ -	\$ 804,703
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$ 750,357</b>	<b>\$ 804,703</b>	<b>\$ -</b>	<b>\$ 804,703</b>
<b>IDEAL FUND BALANCE</b>	<b>\$ 737,494</b>	<b>\$ 782,605</b>	<b>\$ -</b>	<b>\$ 782,605</b>
<b>OVER (UNDER) IDEAL FUND BALANCE</b>	<b>\$ 12,863</b>	<b>\$ 22,098</b>	<b>\$ -</b>	<b>\$ 22,098</b>

\*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd and April 7th.

**CITY OF COPPERAS COVE  
FISCAL YEAR 2008-09 BUDGET  
DRAINAGE UTILITY FUND  
SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE**

Account	Description	Projected FY 2007-08	Adopted FY 2008-09	Proposed Amendment	Amended Budget FY 2008-09
<b>BEGINNING FUND BALANCE:</b>					
	Unreserved, Undesignated	\$ 324,584	\$ 72,479	\$ -	\$ 72,479
	Prior Period Adjustment	(72,769)			
<b>TOTAL BEGINNING FUND BALANCE</b>		<u>\$ 251,815</u>	<u>\$ 72,479</u>	<u>\$ -</u>	<u>\$ 72,479</u>
<b>REVENUES</b>					
05-340-1020	Drainage Utility Fee	\$ 842,539	\$ 870,000	\$ -	\$ 870,000
05-340-1001	Maintenance Revenue	-	-	-	-
Subtotal		<u>\$ 842,539</u>	<u>\$ 870,000</u>	<u>\$ -</u>	<u>\$ 870,000</u>
<b>Other Revenue</b>					
05-390-6005	Miscellaneous Revenues	\$ 35	\$ 10	\$ -	\$ 10
05-370-6001	Interest Revenue	28,900	35,000	-	35,000
05-390-6003	Late Charge for Billing	540	500	-	500
05-392-1001	Auction Proceeds	926	200	-	200
Subtotal		<u>\$ 30,401</u>	<u>\$ 35,710</u>	<u>\$ -</u>	<u>\$ 35,710</u>
<b>TOTAL REVENUES</b>		<u>\$ 872,940</u>	<u>\$ 905,710</u>	<u>\$ -</u>	<u>\$ 905,710</u>
<b>TOTAL FUNDS AVAILABLE</b>		<u>\$ 1,124,755</u>	<u>\$ 978,189</u>	<u>\$ -</u>	<u>\$ 978,189</u>
<b>EXPENDITURES</b>					
	Drainage	\$ 773,825	\$ 467,186	\$ -	\$ 467,186
	Non-Departmental	278,451	344,590	10,000	354,590
<b>TOTAL EXPENDITURES</b>		<u>\$ 1,052,276</u>	<u>\$ 811,776</u>	<u>\$ 10,000</u>	<u>\$ 821,776</u>
<b>ENDING FUND BALANCE</b>					
	Unreserved, Undesignated	\$ 72,479	\$ 166,413	\$ (10,000)	\$ 156,413
<b>TOTAL ENDING FUND BALANCE</b>		<u>\$ 72,479</u>	<u>\$ 166,413</u>	<u>\$ (10,000)</u>	<u>\$ 156,413</u>

\*This budget reflects a 2008-09 budget amendment that was approved by City Council on November 3rd and April 7th.

## NOTICE OF PUBLIC HEARING

On May 19, 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 May 19, 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>	
Expenditure Appropriations	\$100,000
<b>Drainage Utility Fund</b>	
Expenditure Appropriations	\$10,000

# City of Copperas Cove City Council Agenda Item Report May 19, 2009

## Agenda Item No. H-2

Contact – Carl Ford, Director of Development Services, 547-4221  
cford@ci.copperas-cove.tx.us

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**SUBJECT: Public Hearing and action on approval of the Final Plat of Christian House of Prayer Addition Phase Two.**

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### 1. BACKGROUND/HISTORY

The original plat for Christian House of Prayer Addition was approved by City Council on May 6, 2003 and recorded with Coryell County on May 24, 2003. The Christian House of Prayer Addition Phase Two final plat is to consolidate the remainder of Christian House of Prayer INC. property along the southern right-of-way of U.S. Highway 190 for use as a park.

### 2. FINDINGS/CURRENT ACTIVITY

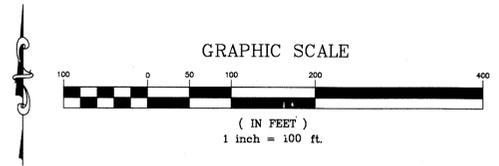
Christian House of Prayer, INC. is requesting approval of the Final Plat of Christian House of Prayer Addition Phase Two subdivision. The land area is 14.604 acres and consists of all of three tracts of land including: a 4.255 acre tract conveyed to Christian House of Prayer, INC., of record instrument #109401, a 5.078 acre tract conveyed to Christian House of Prayer, INC., of record instrument #100091, and a 5.291 acre tract Convey to Christian House of Prayer, INC., of record instrument #84675. The property is located adjacent to the intersection of U.S. Highway 190 and Garden Avenue. On April 27, 2009, the Planning and Zoning Commission heard the plat application case and forwarded the case to City Council with a recommendation to approve the proposed final plat.

### 3. FINANCIAL IMPACT

None.

### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council consider and approve the final plat for the Christian House of Prayer Addition, Phase Two subdivision.



KNOW ALL MEN BY THE PRESENTS:

That I, Rex D. Haas, do hereby certify that I made an actual and accurate survey on the ground of the platted land, and that the corner monuments shown on the foregoing plat were properly placed under my personal supervision, in accordance with the Subdivision Ordinance of the City of Copperas Cove, Texas.

*R.D.H.*  
 Rex D. Haas  
 Registered Professional Land Surveyor No. 4378  
 102 North College St.  
 Killeen, Texas 76541

THE STATE OF TEXAS  
 COUNTY OF CORYELL

This is to certify that CHRISTIAN HOUSE OF PRAYER, INC. is the legal owner of the land shown on this plat, being a tract of land conveyed to us by deed dated February 23, 1995 and recorded in Instrument # 84675, being a tract of land conveyed to us by deed dated September 6, 1996 and recorded in Instrument # 100091 and being a tract of land conveyed to us by deed dated November 14, 1997 and recorded in Instrument # 109401 of the Deed Records of Coryell County, Texas, designated herein as CHRISTIAN HOUSE OF PRAYER ADDITION PHASE TWO in the City of Copperas Cove, Texas.

I, the undersigned, do hereby DEDICATE to the use of the public forever all streets, alleys, parks watercourses, drains, easements, and public places shown on this plat for the purposes and consideration therein expressed.

For: Christian House of Prayer, Inc.

Joe Walker, Agent

THE STATE OF TEXAS  
 COUNTY OF \_\_\_\_\_

Before me, the under signed authority, on this day personally appeared Joe Walker, known unto me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public, \_\_\_\_\_ County, Texas.

This plat has been submitted to, considered by the Planning and Zoning Commission of the City of Copperas Cove, Texas and is hereby recommended by such Commission to the City Council for its consideration and approval.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the Planning and Zoning Commission of the City of Copperas Cove, Texas.

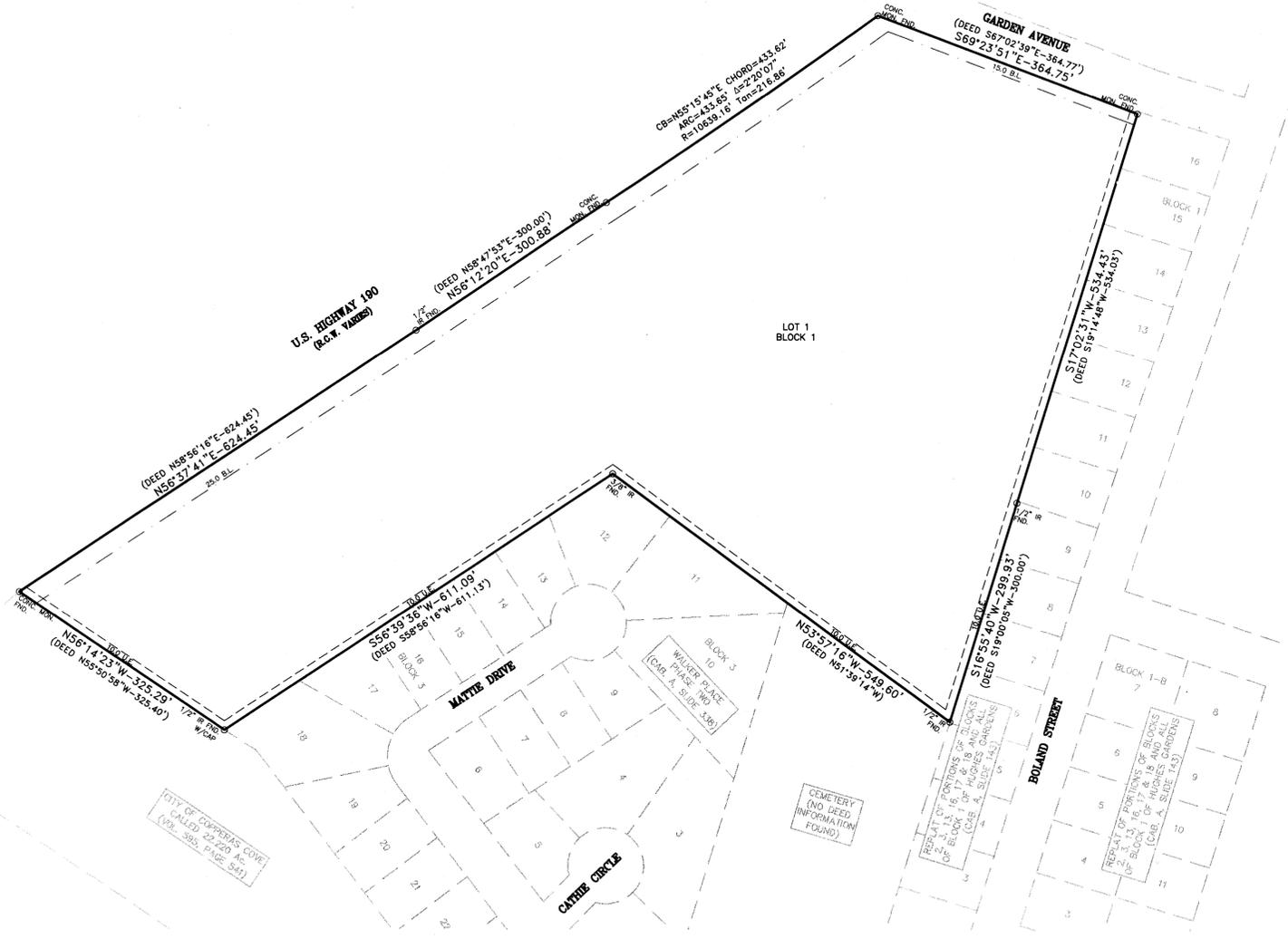
CHAIRMAN, PLANNING & ZONING COMMISSION

SECRETARY, PLANNING & ZONING COMMISSION

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the City Council of the City of Copperas Cove, Texas.

MAYOR, CITY OF COPPERAS COVE

ATTEST: CITY SECRETARY



FIELD NOTES for a 14.604 acre tract of land in Coryell County, Texas, being part of the John W. Ogletree Survey, Abstract No. 1332, and the land herein described being all of the following three (3) tracts of land: a called 4.255 acre tract conveyed to Christian House of Prayer, Inc., of record in Instrument #109401; Official Public Records of Coryell County, Texas, a called 5.078 acre tract conveyed to Christian House of Prayer, Inc., of record in Instrument #100091, Official Public Records of Coryell County, Texas, and a called 5.291 acre tract conveyed to Christian House of Prayer, Inc., of record in Instrument #84675, Official Public Records of Coryell County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument, found on the southeast right-of-way line of U. S. Highway 190 at the northwest corner of said 5.291 acre tract, being on the south right-of-way line of Garden Avenue, for the northwest corner of this tract;

THENCE S. 69° 23' 51" E., 364.75 feet, with the north line of said 5.291 acre tract and the south right-of-way line of Garden Avenue, to a concrete monument, found at the northeast corner of said 5.291 acre tract, being on the west line of Lot 16, Block 1, Replat of Hughes Gardens, an addition to Copperas Cove, Texas, of record in Cabinet A, Slide 143, Plat Records of Coryell County, Texas, for the northeast corner of this tract;

THENCE S. 17° 02' 31" W., 534.43 feet, with the east line of said 5.291 acre tract and with the west line of said Block 1, Replat Hughes Gardens, to a 1/2" iron rod, found at the southeast corner of said 5.291 acre tract and the northeast corner of said 5.078 acre tract, for an angle corner of this tract;

THENCE S. 16° 55' 40" W., 299.93 feet, with the east line of said 5.078 acre tract and with the west line of said Block 1, Replat Hughes Gardens, to a 1/2" iron rod, found at the southeast corner of said 5.078 acre tract, being the northeast corner of a cemetery tract (no deed information found), for the easterly southeast corner of this tract;

THENCE N. 53° 57' 16" W., 549.60 feet, with the south line of said 5.078 acre tract, the north line of said cemetery tract and the north line of Block 3, Walker Place, Phase Two, an addition to Copperas Cove, Texas, of record in Cabinet A, Slide 338, Plat Records of Coryell County, Texas, to a 3/8" iron rod, found at the north corner of said Block 3 and the northeast corner of said 4.255 acre tract, for an interior corner of this tract;

THENCE S. 56° 39' 36" W., 611.09 feet, with the east line of said 4.255 acre tract and the west line of said Block 3, to a 1/2" iron rod with cap, found at the southwest corner of said Block 3 and the southeast corner of said 4.255 acre tract, being on the north line of a called 22.220 acre tract conveyed to City of Copperas Cove, of record in Volume 595, Page 541, Official Public Records of Coryell County, Texas, for the westerly southeast corner of this tract;

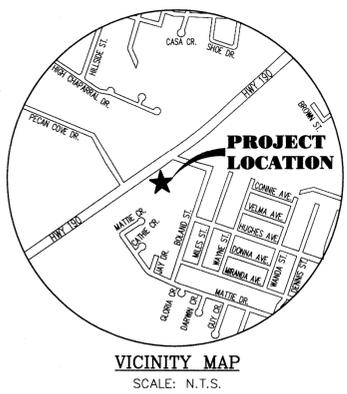
THENCE N. 56° 14' 23" W., 325.29 feet, with the south line of said 4.255 acre tract and the north line of said 22.220 acre tract, to a 1/2" iron rod with cap, set on the southeasterly right-of-way line of said U. S. Highway 190 at the northwest corner of said 22.220 acre tract and the southwest corner of said 4.255 acre tract, for the southwest corner of this tract;

THENCE with the northwesterly lines of said 4.255 acre tract, said 5.078 acre tract and said 5.291 acre tract and with the southeasterly right-of-way line of said U. S. Highway 190, the following three (3) calls:

1. N. 56° 37' 41" E., 624.45 feet, to a 1/2" iron rod, found for an angle corner of this tract;

2. N. 56° 12' 20" E., 300.88 feet, to a concrete monument, found at the beginning of a curve to the left, for an angle corner of this tract;

3. along said curve to the left, having a radius of 10,639.16 feet, an arc length of 433.65 feet and a long chord bearing N. 55° 15' 45" E., 433.62 feet, to the POINT OF BEGINNING and containing 14.604 acres of land.



- NOTES:
1. WATER SERVICE PROVIDED BY COPPERAS COVE WATER SUPPLY CCN #10449.
  2. ELECTRIC SERVICE PROVIDED BY HAMILTON COUNTY ELECTRIC COOPERATIVE ASSOCIATION.
  3. OWNER: CHRISTIAN HOUSE OF PRAYER  
 AGENT:  
 JOE WALKER  
 P.O. BOX 960  
 COPPERAS COVE, TX 76522  
 PHONE NUMBER: (254) 394-1937
  4. ALL BEARINGS ARE BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, TEXAS CENTRAL ZONE AS PER GPS OBSERVATIONS.

The Coryell County Tax Office, the taxing authority for all entities in Coryell County, Texas does hereby certify that there are currently no delinquent taxes due or owing on the property described by this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2009

CORYELL COUNTY TAX OFFICE

BY: \_\_\_\_\_

FILE FOR RECORD this \_\_\_\_\_ day of \_\_\_\_\_, 2009, in Cabinet \_\_\_\_\_, Slide \_\_\_\_\_, Plat Records of Coryell County, Texas. Dedication Instrument in Volume \_\_\_\_\_, Page \_\_\_\_\_, Deed Records of Coryell County, Texas.

CHRISTIAN HOUSE OF PRAYER ADDITION PHASE TWO COPPERAS COVE, CORYELL COUNTY, TEXAS		SHEET TITLE: FINAL PLAT
MITCHELL & ASSOCIATES, INC. ENGINEERING & SURVEYING 102 N. COLLEGE STREET KILLEEN, TEXAS 76541 PHONE: (254) 634-5541 FAX: (254) 634-2141		DMC No. _____ 09-108-D DRAWN BY: _____ RHF/FRB DATE: MARCH 2009 SCALE: 1"=100' FB/ALB: 1 LOT 1607/57 AREA: 14.604 AC.

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. I-1

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 issue payment for the amount exceeding the previous Council authorized amount to Blackwell Environmental, LLC for legal assistance provided on the proposed oil & gas ordinance.**

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#### 1. BACKGROUND/HISTORY

On August 5, 2008, the City Council authorized the City Manager to enter into an agreement for professional services with Blackwell Environmental, LLC, in an amount not to exceed \$8,500 for legal assistance with the revisions to the City's current oil & gas ordinance.

#### 2. FINDINGS/CURRENT ACTIVITY

Jim Blackwell of Blackwell Environmental participated in multiple conference calls City staff and meetings to discuss the process for revising the existing ordinance, prepare for conducting the November 2008 Public Meeting, discuss revision to the existing ordinance, prepare for the March 2009 Council Workshop and the April 2009 Public Meeting.

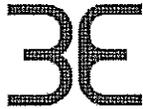
The professional assistance provided by Mr. Blackwell was instrumental in ensuring the proposed ordinance included the necessary content.

#### 3. FINANCIAL IMPACT

The invoice received by City staff for services provided in April 2009, will require payment in excess the total authorized by City Council by \$2,419.25. Sufficient funds exist in the non-departmental budget of the General Fund under consulting fees.

#### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to issue payment for the amount invoiced by Blackwell Environmental, LLC. for services provided in April 2009 that exceed the previously authorized total by City Council (\$2,419.25).



# BLACKWELL ENVIRONMENTAL, LLC

1107 Hwy 1431, #113. \* Marble Falls, Texas 78654 \* (888) 830-7555 \* (888) 830-3488 FAX

## Invoice

City of Copperas Cove  
507 S. Main Street  
PO Box 1449  
Copperas Cove, Texas 76522  
Attn: MS. Andrea Gardner, CPM

Date: 4/30/2009  
Invoice No.  
Job No. 2590

For work related to the **Copperas Cove Oil & Gas Ordinance (thru 04-30-09)**

Employee	Week Ending	Description	Hours	Rate	Amount
Principal Engineer	3/10/2009	Meeting in Copperas Cove - Oil & Gas Conference	1.5	\$ 145.00	\$ 217.50
Principal Engineer	3/10/2009	Review Kevin & Elizabeth Mulvihill Letter; Property Tax question from City Councilor.	1.5	\$ 145.00	\$ 217.50
Principal Engineer	3/10/2009	Develop & Forward Road Repair Agreement; Ordinance Draft of 03-03-09; Gas Drilling & Production Blanket Bond; Instructions for Completing Bond & Waiver for Gas Well Pad Site Permit.	3.5	\$ 145.00	\$ 507.50
Principal Engineer	3/16/2009	Review & Respond to Comments by Carl Ford.	0.5	\$ 145.00	\$ 72.50
Principal Engineer	3/19/2009	Amend Draft Gas Ordinance, develop draft dated 03-18-09 in accordance with comments.	2.25	\$ 145.00	\$ 326.25
Principal Engineer	3/23/2009	Conference Call - Gas Ordinance; Review & Respond to Raiford Williams Email #1.	1	\$ 145.00	\$ 145.00
Engineering Technician	3/24/2009	Develop White Boards	4	\$ 75.00	\$ 300.00
Outside Costs		White Board Costs	1	\$ 433.00	\$ 433.00
Principal Engineer	3/26/2009	Work Shop Presentation of Draft Gas Ordinance	2	\$ 145.00	\$ 290.00
Principal Engineer	4/27/2009	Conference - Oil & Gas Ordinance; Respond to Raiford Williams Second Letter	1	\$ 145.00	\$ 145.00
Principal Engineer	4/30/2009	Public Hearing	2	\$ 145.00	\$ 290.00
		<b>Total This Period</b>			<b>\$ 2,944.25</b>

BILLING SUMMARY		
1	Contract Amount (Not to Exceed)	\$ 8,500.00
2	Previously Billed	\$ 7,975.00
3	Billed This Period	\$ 2,944.25
4	Total Billed To Date (2 + 3)	\$10,919.25
5	Remaining on Contract (1 - 4)	\$ (2,419.25)

Thank you for prompt payment. Invoices are due and payable upon receipt.  
Blackwell Environmental, LLC Federal Tax ID = 51-0668877

# City of Copperas Cove City Council Agenda Item Report May 19, 2009

## Agenda Item No. I-10

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

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**SUBJECT: Consideration and action on a Resolution, canvassing returns and declaring the results of the General Election held on May 9, 2009.**

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### 1. BACKGROUND/HISTORY

For an election ordered by an authority of a political subdivision other than a county, the election shall be canvassed by the political subdivision's governing body. The canvass is the official tabulation of the election results. Elections on a May uniform election date must never be made later than the eleventh day after the election, but it may be made as early as the third day after election day if provisional and Federal ballots have been verified and counted.

Texas Election Code, Chapter 67, Section 67.004 (a) states: "Two members of the authority constitute a quorum for purposes of canvassing an election."

### 2. FINDINGS/CURRENT ACTIVITY

There were no provisional ballots cast in the May 9, 2009 election. One Federal ballot was mailed out, returned and counted with the Early Voting tally. In addition, four paper ballots were mailed to voters, returned and counted with the Early Voting tally. These five ballots were processed by the Early Voting Ballot Board (EVBB) on May 9, 2009, after the polls opened.

The unofficial results of the General Election held on May 9, 2009 are shown below:

	<u>Early Voting</u>	<u>Election Day</u>	<u>Total Votes</u>
<u>Mayor</u>			
John Hull	604	250	854
Roger 'ODie' O'Dwyer	273	142	415
<u>Council Member Position 1</u>			
Cheryl L. Meredith	707	305	1,012

Council Member Position 2

Mark E. Peterson	365	134	499
Charlie Youngs	505	249	754
Total Voters	881	396	1,277

The Official Cumulative Report showing the election results is attached to this agenda item. The Official Cumulative Report does not show the total count for 'Election' because the Judges Booth Controller for the eSlate (electronic) voting machines was programmed for Early Voting instead of Election Day, thus making it necessary to run a tally in Gatesville. Once the tally was completed, the 'Election' votes for the eSlate voting machines were added to the 'Early' column. The counts shown in the 'Election' column represent only the votes from the eScan (paper) voting machine. The election programming matter caused no change in the outcome of the election or the vote totals.

The adoption of Resolution No. 2009-26 declares the winners of the May 9, 2009 General Election to be John Hull for Mayor, Cheryl L. Meredith for Council Position 1, and Charlie Youngs for Council Position 2.

**FINANCIAL IMPACT**

None.

**3. ACTION OPTIONS/RECOMMENDATION**

City staff recommends approval of Resolution No. 2009-26, to officially canvass and declare the results of the General Election held on May 9, 2009.

**RESOLUTION NO. 2009-26**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, CANVASSING RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 9, 2009.**

**WHEREAS,** On the 19th day of May 2009, members of the City Council of the City of Copperas Cove, Texas, convened in a regular meeting following the City's General Election, held on May 9, 2009, which session was open to the public; and

**WHEREAS,** At least two members of the governing body were present to conduct the official canvass, which constitutes a quorum for purposes of canvassing an election, as set forth by the Texas State Election Code, Chapter 67, Section 67.004 (a); and

**WHEREAS,** After careful consideration of the official returns of the election, which are attached and made a part of this resolution, it has been determined that there were 1,277 total votes cast at said election by valid and legal voters of the City of Copperas Cove; and

**WHEREAS,** Each of the candidates in said special election for received the following votes:

	<u>Early Voting</u>	<u>Election Day</u>	<u>Total Votes</u>
<u>Mayor</u>			
John Hull	604	250	854
Roger "ODie" O'Dwyer	273	142	415
<u>Council Member Position 1</u>			
Cheryl L. Meredith	707	305	1,012
<u>Council Member Position 2</u>			
Mark E. Peterson	365	134	499
Charlie Youngs	505	249	754
Total Voters	881	396	1,277

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS THAT:**

- (1) All of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this governing body and as a part of its judgment; and
- (2) It is further found and determined that the results of the election as canvassed and tabulated in the preamble reflect the votes cast at the election.

**BE IT FURTHER RESOLVED BY THE CITY COUNCIL THAT:**

- (3) In accordance with the returns, John Hull received a majority of all votes cast at the General Election for Mayor, and is hereby declared the winner, filling a three-year term beginning in June 2009 through May 2012; and
- (4) In accordance with the returns, Cheryl L. Meredith received a majority of all votes cast at the General Election for Council Member Position 1, and is hereby declared the winner to fill a three-year term, beginning in June 2009 through May 2012; and
- (5) In accordance with the returns, Charlie Youngs received a majority of all votes cast at the General Election for Council Member Position 2, and is hereby declared the winner to fill a three-year term, beginning in June 2009 through May 2012; and

**PASSED AND APPROVED**, at a regular meeting of the City Council of the City of Copperas Cove, Texas, this 19th day of May 2009, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code §551.001 et seq. and Texas Election Code, Chapter 67.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**Cumulative Report — Official**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 09, 2009**

Page 1 of 1

05/11/2009 11:41 AM

Total Number of Voters : 1,277 of 19,280 = 6.62%

Precincts Reporting 1 of 1 = 100.00%

Party	Candidate	Early	Election	Total
<b>MAYOR, Vote For 1</b>				
	JOHN HULL	763 67.22%	91 67.91%	854 67.30%
	ROGER "ODIE" O'DWYER	372 32.78%	43 32.09%	415 32.70%
	<b>Cast Votes:</b>	<b>1,135 99.56%</b>	<b>134 100.00%</b>	<b>1,269 99.61%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>5 0.44%</b>	<b>0 0.00%</b>	<b>5 0.39%</b>
<b>COUNCIL MEMBER, POSITION 1, Vote For 1</b>				
	CHERYL L. MEREDITH	917 100.00%	95 100.00%	1,012 100.00%
	<b>Cast Votes:</b>	<b>917 80.44%</b>	<b>95 70.90%</b>	<b>1,012 79.43%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>223 19.56%</b>	<b>39 29.10%</b>	<b>262 20.57%</b>
<b>COUNCIL MEMBER, POSITION 2, Vote For 1</b>				
	MARK E. PETERSON	451 40.20%	48 36.64%	499 39.82%
	CHARLIE YOUNGS	671 59.80%	83 63.36%	754 60.18%
	<b>Cast Votes:</b>	<b>1,122 98.42%</b>	<b>131 97.76%</b>	<b>1,253 98.35%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>18 1.58%</b>	<b>3 2.24%</b>	<b>21 1.65%</b>
<b>BOARD OF TRUSTEE, PLACE 4, Vote For 1</b>				
	WILLIAM L. SHINE	890 100.00%	92 100.00%	982 100.00%
	<b>Cast Votes:</b>	<b>890 79.96%</b>	<b>92 68.15%</b>	<b>982 78.69%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>223 20.04%</b>	<b>43 31.85%</b>	<b>266 21.31%</b>
<b>BOARD OF TRUSTEE, PLACE 5, Vote For 1</b>				
	SCOTT ISDALE	231 21.53%	28 21.88%	259 21.57%
	CHARLES BAGGETT	842 78.47%	100 78.13%	942 78.43%
	<b>Cast Votes:</b>	<b>1,073 96.41%</b>	<b>128 94.81%</b>	<b>1,201 96.23%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>40 3.59%</b>	<b>7 5.19%</b>	<b>47 3.77%</b>

**Cumulative Report — Unofficial**  
**CORYELL COUNTY, TEXAS — GENERAL ELECTION — May 09, 2009**

Total Number of Voters : 881 of 19,280 = 4.57%

Precincts Reporting 0 of 1 = 0.00%

Party	Candidate	Early	Election	Total
<b>MAYOR, Vote For 1</b>				
	JOHN HULL	604 68.87%	0 0.00%	604 68.87%
	ROGER "ODIE" O'DWYER	273 31.13%	0 0.00%	273 31.13%
	<b>Cast Votes:</b>	<b>877 99.66%</b>	<b>0 0.00%</b>	<b>877 99.66%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>3 0.34%</b>	<b>0 0.00%</b>	<b>3 0.34%</b>
<b>COUNCIL MEMBER, POSITION 1, Vote For 1</b>				
	CHERYL L. MEREDITH	707 100.00%	0 0.00%	707 100.00%
	<b>Cast Votes:</b>	<b>707 80.34%</b>	<b>0 0.00%</b>	<b>707 80.34%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>173 19.66%</b>	<b>0 0.00%</b>	<b>173 19.66%</b>
<b>COUNCIL MEMBER, POSITION 2, Vote For 1</b>				
	MARK E. PETERSON	365 41.95%	0 0.00%	365 41.95%
	CHARLIE YOUNGS	505 58.05%	0 0.00%	505 58.05%
	<b>Cast Votes:</b>	<b>870 98.86%</b>	<b>0 0.00%</b>	<b>870 98.86%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>10 1.14%</b>	<b>0 0.00%</b>	<b>10 1.14%</b>
<b>BOARD OF TRUSTEE, PLACE 4, Vote For 1</b>				
	WILLIAM L. SHINE	686 100.00%	0 0.00%	686 100.00%
	<b>Cast Votes:</b>	<b>686 79.67%</b>	<b>0 0.00%</b>	<b>686 79.67%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>175 20.33%</b>	<b>0 0.00%</b>	<b>175 20.33%</b>
<b>BOARD OF TRUSTEE, PLACE 5, Vote For 1</b>				
	SCOTT ISDALE	162 19.52%	0 0.00%	162 19.52%
	CHARLES BAGGETT	668 80.48%	0 0.00%	668 80.48%
	<b>Cast Votes:</b>	<b>830 96.40%</b>	<b>0 0.00%</b>	<b>830 96.40%</b>
	<b>Over Votes:</b>	<b>0 0.00%</b>	<b>0 0.00%</b>	<b>0 0.00%</b>
	<b>Under Votes:</b>	<b>31 3.60%</b>	<b>0 0.00%</b>	<b>31 3.60%</b>

**NOTICE OF  
UNOFFICIAL RESULTS  
OF THE JOINT GENERAL ELECTION  
FOR THE CITY OF COPPERAS COVE &  
BOARD OF TRUSTEE ELECTION FOR THE  
CENTRAL TEXAS COLLEGE DISTRICT  
HELD MAY 9, 2009**



**CITY OF COPPERAS COVE:**

<b>MAYOR 3-Year Term</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>
<b>John Hull</b>	604	250	<b>854</b>
<b>Roger "Odie" O'Dwyer</b>	273	142	<b>415</b>
<b>Council Member Position 1 3-Year Term</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>
<b>Cheryl L. Meredith</b>	707	305	<b>1,012</b>
<b>Council Member Position 2 3-Year Term</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>
<b>Mark E. Peterson</b>	365	134	<b>499</b>
<b>Charlie Youngs</b>	505	249	<b>754</b>

**CENTRAL TEXAS COLLEGE DISTRICT:**

<b>Board of Trustee Place 4</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>
<b>William L. Shine</b>	686	296	<b>982</b>
<b>Board of Trustee Place 5</b>	<b>EARLY VOTING</b>	<b>ELECTION DAY</b>	<b>TOTAL VOTES</b>
<b>Scott Isdale</b>	162	97	<b>259</b>
<b>Charles Baggett</b>	668	274	<b>942</b>
<b>TOTAL # OF VOTERS</b>	<b>881</b>	<b>396</b>	<b>1277</b>

This is the **UNOFFICIAL** canvass of the ballots. The official canvass of the ballots for the City of Copperas Cove only, will take place during the regular council meeting on May 19, 2009. The official canvass of the ballots for the Central Texas College District will take place during a board of trustee meeting on May 14, 2009. I, Jane Lees, do hereby certify that the above Notice was posted on May 9, 2009 at 8:30 p.m. on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times. If you have any questions regarding this notice, please call Jane Lees at 254-547-4221 or e-mail [jlees@ci.copperas-cove.tx.us](mailto:jlees@ci.copperas-cove.tx.us).

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

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. I-11

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

**SUBJECT: Discussion and possible action on items discussed during City Council Workshops conducted March 3, 2009 – May 5, 2009.**

**1. BACKGROUND/HISTORY**

Items requiring extensive discussion between City staff and elected officials are placed on a workshop schedule and eventually presented to the City Council. An integral part of the workshop is for staff to receive feedback from the governing body on the matters under discussion. The feedback provides staff with a direction to proceed or cease with further research and/or placement of the item on a future council agenda.

**2. FINDINGS/CURRENT ACTIVITY**

The following table provides a listing of the topics presented and discussed at the Council Workshops March 3, 2009 – May 5, 2009:

Workshop Date	Item(s) Presented/Discussed	Feedback
March 3, 2009	Discussion of Chapter 2 Administration, Division 2 Rules of Meetings and Order of Business	Planned for June 2009 Workshop per Council direction provided at a Regular Meeting of the Council
March 26, 2009	Presentation and discussion on the proposed revisions to Chapter 14 of the Code of Ordinances, Oil and Gas Drilling	Planned for inclusion on June 2009 Regular Meeting of the Council
April 7, 2009	Presentation and discussion on use of Hotel/Motel Occupancy Tax Funds and Chapter 156 of the Texas Tax Code	Planned for discussion at the June 2009 Council/Staff Retreat
April 14, 2009	Presentation and discussion on the City's Code of Ordinances, Chapter 4, Buildings,	Feedback Required

	Construction and Related Activities	
April 21, 2009	Presentation and discussion on railroad quiet zones	Feedback Required
April 21, 2009	Presentation and discussion on the draft Land Disturbance Ordinance	Feedback Required
May 5, 2009	Presentation and discussion of fire codes	Feedback Required
May 5, 2009	Presentation and discussion of the Fire Department Strategic Master Planning Program	Further Feedback Required

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Council provide the City Manager with feedback regarding the discussion items for the March 3, 2009 – May 5, 2009 Council Workshops.

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. I-12

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 Hearn Engineering for the Colorado, Skyline & Circle Drives Project Hazard Mitigation Grant Submission.**

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#### 1. BACKGROUND/HISTORY

The Presidential Disaster Declaration of June 16, 2007 through August 3, 2007 made the City of Copperas Cove eligible for FEMA Mitigation Grant Programs. Thus, on September 4, 2007 and September 18, 2007, the City Council authorized the City Manager to enter into contracts for a specified amount with Adjusters International, Hearn Engineering, Walker Wiederhold & Associates, LLC, Mitchell & Associates, Inc. and BNC Engineering, LLC to assist City staff with the application and submittal process by providing engineering data, schematics, cost estimates and cost/benefit ratios to ensure the City had the most advantageous opportunity to obtain funding for flood mitigation projects. On January 3, 2008, the City Council approved a change order to the Hearn Engineering contract for \$4,722.43 allowing the firm to complete additional data for the projects assigned. On March 11, 2008, the City Council approved an amendment to the Adjusters International contract for additional fees of \$10,000 to facilitate the submission of additional information to FEMA for the 25<sup>th</sup> Street Drainage Project.

Simultaneous to the FEMA submission, City staff with assistance from Langford Community Services also prepared to submit a funding application to the Office of Rural Community Affairs in the amount of \$350,000 to serve as the matching funds requirement to FEMA funding if approved. With Council approval of Resolution 2007-44 on September 18, 2007, the application was submitted. In May 2008, the City was notified of ORCA's award in the amount of \$350,000. The funds awarded by ORCA were designated as the 25% match for the 31<sup>st</sup>, 29<sup>th</sup>, 27<sup>th</sup> & 25<sup>th</sup> Streets Drainage Project (if funded by FEMA) and a portion of the Summers Road Drainage Project.

The HMGP applications submitted by the City for consideration of FEMA funding were the Colorado & Skyline Drives Project, the 31<sup>st</sup>, 29<sup>th</sup>, 27<sup>th</sup> & 25<sup>th</sup> Streets Project and the Summers Road Project.

**2. FINDINGS/CURRENT ACTIVITY**

Shortly after receiving notice from ORCA of the grant award, City staff was notified the only project being considered for funding by FEMA was for the 31<sup>st</sup>, 29<sup>th</sup>, 27<sup>th</sup> & 25<sup>th</sup> Streets Project. With completion of the grant submittals within deadline, the City retained eligibility to seek future funding on an annual basis for the projects that remained unfunded, either in whole or part. Thus, on January 28, 2009, City staff resubmitted the application for the Colorado & Skyline Drives Project under the Hurricane Dolly Disaster Declaration without any revisions to the original submittal. On April 9, 2009, City staff submitted an application for Colorado & Skyline Drives Project with permission to revise the application to include Circle Drive. The Hurricane IKE submission will require additional engineering services be completed by Hearn Engineering.

**3. FINANCIAL IMPACT**

Total fees for engineering services are \$10,000. The fees for the services are included in the budget amendment item presented to City Council under the May 19, 2009 agenda. Provided the budget amendment is approved by Council, sufficient funds exist in the Drainage Fund.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Council authorize the City Manager to execute a professional services agreement with Hearn Engineering for the Colorado, Skyline & Circle Drives Project Hazard Mitigation Grant submission.

# AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

**Design Firm:** Hearn Engineering, Inc.  
3000 Joe DiMaggio Blvd., Ste. 25  
Round Rock, TX 78665

**Client:** City of Copperas Cove  
P.O. Box 1449  
Copperas Cove, Tx 76522

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

Project No.: \_\_\_\_\_

## **Project Name/Location:**

Colorado Drive Area Drainage Improvement Grant Application

## **Scope/Intent and Extent of Services:**

The work under this agreement is to provide engineering support for the City's grant application for storm sewer and drainage channel improvements in the area around Colorado Dr., Skyline Dr., and Circle Dr.

### PRELIMINARY

\$10,000

- 1) Gather available information on the flood damages in the area.
- 2) Prepare a summary of flood damage costs based upon information gathered.
- 3) Gather information on drainage in the area using existing digital topography and aerial photography;
- 4) Compile information into a base map on the computer.
- 5) Prepare a preliminary StormCadd model of storm sewer and channel improvements to address drainage in the area
- 6) Walk potential alignments to verify information on base map and preliminary .
- 7) Send letters with exhibits to COE, TPW, TCEQ, USFW, and THC notifying them of the proposed improvements and soliciting their input.
- 8) Provide support to grant writers.

### ADDITIONAL SERVICES

Hourly

- 1) Provide Easements
- 2) Attend Public Hearings.
- 3) Provide Expert Testimony.
- 4) Provide Construction Administration beyond original contract time.
- 5) Attend meetings with County, State, or Federal agencies.

### Fee Arrangement:

The fee for this work is a not to exceed amount of \$10,000.00.

### Special Conditions:

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## TERMS AND CONDITIONS

The firm shall perform the services outlined in this agreement for the stated fee arrangement.

### **Access to Site:**

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities, but have not included in the fee the cost of

restoration of any resulting damage.

**Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties. Each party shall be responsible for their own costs of mediation. Should litigation arise, venue will be in Coryell County.

**Billings/Payments:**

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt, at 3000 Joe DiMaggio Blvd. Suite 25, Round Rock, Texas, 78664. Payment is past due 30 days after the invoice date. If questions regarding the invoice amount are not brought to the attention of the Firm within 21 days of the invoice date, the invoice shall be considered accepted by the Client. If the invoice is not paid within 45 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

**Late Payments:**

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Certifications, Guarantees and Warranties:**

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

**Limitation of Liability:**

The firm shall not be liable for acts or omissions by the client, its employees, or its contractors.

**Termination of Services:**

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

A. FOR CAUSE. The occurrence of any one or more of the following events will justify termination for cause:

1. Firm's persistent failure to perform the Work in accordance with the Contract (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
2. Firm's disregard of Laws or Regulations of any public body having jurisdiction;
3. Firm's violation in any substantial way of any provisions of the Contract;
4. The Client fails to pay the firm in a timely manner;
5. The Client fails to provide information pertinent information to the firm that would affect work covered under this agreement;

If one or more of the events identified above occur, the agreement maybe terminated after giving a seven day written notice of its intent.

Notwithstanding the right to terminate for cause, Firm's services will not be terminated if Firm begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

B. FOR CONVENIENCE. The Client and Firm may terminate this Agreement for convenience in whole or in part at any time, without cause, by giving at least thirty (30) days notice, in writing, to the respective party. Upon termination pursuant hereto, CONTRACTOR shall account for and properly present to the CITY all claims for amounts due, charges, costs, fees and expenses and the Client pay the Firm all amounts due for work completed up to time of such termination which are undisputed, less payments of compensation previously made.

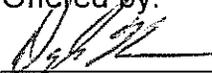
**Ownership of Documents:**

All documents produced by the Firm under this agreement shall remain the property of the Firm until receipt of final payment, and may not be used by the Client for any other endeavor without the written consent of the Firm. If evidence of the existence or release of hazardous substances or other occurrences or information required by law or regulation to be reported are revealed to Client as a result of our company's performance of services under this Agreement, it shall be the responsibility of Client to contact the appropriate Federal, State or local authorities.

**Rate Schedule**

Principal	\$180.00/Hr.
Professional Engineer	\$170.00/Hr.
Professional Surveyor	\$150.00/Hr.
Graduate Engineer	\$ 95.00/Hr.
Project Coordinator	\$ 75.00/Hr.
Survey Crew	\$125.00/Hr.
CADD Technician/Survey Technician	\$ 80.00/Hr.
Clerical	\$ 75.00/Hr.
Mileage	\$0.485/Mi. (Or current Federal Rate)
Reproduction and Supplies	Cost + 10%

Offered by:

 3/17/09  
(signature) (date)

Douglas Hearn Principal  
(printed name/title)

Hearn Engineering, Inc.

Accepted by:

\_\_\_\_\_  
(signature) (date)

\_\_\_\_\_  
(printed name/title)

\_\_\_\_\_  
(name of Client)

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. I-13

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

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**SUBJECT: Report and possible discussion on the Hazard Mitigation Grant submission.**

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#### 1. BACKGROUND/HISTORY

The Presidential Disaster Declaration of June 16, 2007 through August 3, 2007 made the City of Copperas Cove eligible for FEMA Mitigation Grant Programs. Thus, on September 4, 2007 and September 18, 2007, the City Council authorized the City Manager to enter into contracts for a specified amount with Adjusters International, Hearn Engineering, Walker Wiederhold & Associates, LLC, Mitchell & Associates, Inc. and BNC Engineering, LLC to assist City staff with the application and submittal process by providing engineering data, schematics, cost estimates and cost/benefit ratios to ensure the City had the most advantageous opportunity to obtain funding for flood mitigation projects. On January 3, 2008, the City Council approved a change order to the Hearn Engineering contract for \$4,722.43 allowing the firm to complete additional data for the projects assigned. On March 11, 2008, the City Council approved an amendment to the Adjusters International contract for additional fees of \$10,000 to facilitate the submission of additional information to FEMA for the 25<sup>th</sup> Street Drainage Project.

Simultaneous to the FEMA submission, City staff with assistance from Langford Community Services also prepared to submit a funding application to the Office of Rural Community Affairs in the amount of \$350,000 to serve as the matching funds requirement to FEMA funding if approved. With Council approval of Resolution 2007-44 on September 18, 2007, the application was submitted. In May 2008, the City was notified of ORCA's award in the amount of \$350,000. The funds awarded by ORCA were designated as the 25% match for the 31<sup>st</sup>, 29<sup>th</sup>, 27<sup>th</sup> & 25<sup>th</sup> Streets Drainage Project (if funded by FEMA) and a portion of the Summers Road Drainage Project.

The HMGP applications submitted by the City for consideration of FEMA funding were the Colorado & Skyline Drives Project, the 31<sup>st</sup>, 29<sup>th</sup>, 27<sup>th</sup> & 25<sup>th</sup> Streets Project and the Summers Road Project.

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

Shortly after receiving notice from ORCA of the grant award, City staff was notified the only project being considered for funding by FEMA was for the 31<sup>st</sup>, 29<sup>th</sup>, 27<sup>th</sup> & 25<sup>th</sup> Streets Project. With completion of the grant submittals within deadline, the City retained eligibility to seek future funding on an annual basis for the projects that remained unfunded, either in whole or part. Thus, on January 28, 2009, City staff resubmitted the application for the Colorado & Skyline Drives Project under the Hurricane Dolly Disaster Declaration without any revisions to the original submittal. On April 9, 2009, City staff submitted an application for Colorado & Skyline Drives Project with permission to revise the application to include Circle Drive.

## **3. FINANCIAL IMPACT**

The 31<sup>st</sup>, 29<sup>th</sup>, 27<sup>th</sup> & 25<sup>th</sup> Streets Project is funded 75% by FEMA and 25% by ORCA. The awards from by agencies relieve the City of matching requirements. City staff plans to expand the scope of the project to include the addition of a flume upsizing with inlet boxes and piping on S. 29<sup>th</sup> and Taylor Avenue to capture the runoff from S. 31<sup>st</sup> Street. Thus the City will be required to cover the additional costs associated with the revision. Sufficient funds exist in the Drainage Fund to cover the additional costs.

The Colorado & Skyline Drives Project initial application submittal included total project costs of \$457,550 (FEMA funding would be \$343,162.50 if approved). However, a typographical error was discovered and FEMA revised the figure to \$477,550 (FEMA funding would be \$358,162.50 if approved). Should the application be approved under Hurricane Dolly funding the project would not include Circle Drive and the City's 25% match requirement will be \$119,387.50.

The Colorado, Skyline & Circle Drives Project submitted under Hurricane IKE includes total project costs of \$1,159,522 (FEMA funding would be \$869,641.50 if approved). Should the application submitted under Hurricane IKE be approved by FEMA, Circle Drive will be included and the City's 25% match requirement will be \$289,880.50.

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

City staff recommends the City Council review the attached report and provide any feedback warranted.

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. I-2

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 Hearn Engineering for engineering services associated with the utilization of the uncommitted Community Development Block Grant (CDBG) grant funds.**

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#### 1. BACKGROUND/HISTORY

On July 11, 2006, the Copperas Cove City Council approved Resolution No. 2006-29 authorizing the submission of a grant application to the Texas Community Development Program (TCDP) to apply for funding through the Community Development Block Grant (CDBG) program for funding year 2008. In addition to the approval of Resolution 2006-29, the City Council conducted the required Public Hearing to provide an opportunity for citizen input regarding the water and wastewater projects preferred for submission purposes and within the eligible areas.

The City of Copperas Cove was awarded CDBG grant funds for 2008 in the amount of \$250,000. On March 3, 2009, the City Council approved Resolution No. 2009-02, accepting the CDBG grant fund award and Resolution 2009-03, authorizing signatories in connection with the grant award.

City staff advertised for bids as required by LGC 252 and the Office of Rural Community Affairs (ORCA). The bids were opened on March 31, 2009, with the City receiving bids from nine bidders. City staff, Grant Development Services and Hearn Engineering agreed recommendation of the low bid received from Horseshoe Construction, a well qualified contractor. Therefore, on April 21, 2009, the City Council authorized the City Manager to execute a contract with Horseshoe Construction.

#### 2. FINDINGS/CURRENT ACTIVITY

As a result of the unexpected low bid, excess grant funds in the amount of \$129,804 remain. The following options were considered by City staff:

- Option 1. Accept the bid of \$120,196 and close out the project when that amount of construction is complete. Return the unexpended amount of \$129,804 to ORCA and close the project.
- Option 2. Accept the bid and issue a change order to increase the contract by the maximum amount allowable. The maximum change order allowed in a CDBG contract is 25% of the base bid. Result in utilization of \$150,245 of the grant and return \$99,775 to ORCA.
- Option 3. The first bid as awarded and without change orders. Utilize the \$129,804 in uncommitted funds to conduct a second bid for sewer work in and around the original target area. The City would utilize 100% of the grant funds.

City staff intends to complete the first bid as awarded and without change orders, utilize the \$129,804 (\$250,000 less \$120,196) in uncommitted funds to conduct a second bid for sewer work in and around the original target area (Option 3). Thus, staff plans to include Halstead, W. Reagan, W. Truman and E. Truman as the areas for the second bid. Additionally, 2<sup>nd</sup> Street will be included in the second bid as an alternate in the event the bids received will financially accommodate inclusion.

### **3. FINANCIAL IMPACT**

The proposal submitted by Hearn Engineering for completing the design and engineering for the second bid includes total fees not to exceed \$15,000. The funds of \$250,000 awarded by ORCA are for construction cost associated with the project and the consulting, design and engineering services are paid through the matching funds provided by the City.

Sufficient funds exist in the 2003 Certificates of Obligation to cover the expenditure associated with the design and engineering of the second bid; however, City staff expects authorization of the additional work will not create an increase in the matching funds previously committed (\$73,533).

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

City staff recommends the City Council authorize the City Manager to execute a professional services agreement with Hearn Engineering for engineering services associated with the utilization of the uncommitted Community Development Block Grant (CDBG) grant funds.

# AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

**Design Firm:** Hearn Engineering, Inc.  
3000 Joe DiMaggio Blvd., Ste. 25  
Round Rock, TX 78665  
Date: \_\_\_\_\_

**Client:** City of Copperas Cove  
P.O. Box 1449  
Copperas Cove, Tx 76522  
Project No.: \_\_\_\_\_

## Project Name/Location:

CDBG Wastewater Improvements Project 2

## Scope/Intent and Extent of Services:

This project will consist of preparing plans and specifications the replacement of wastewater lines along Halstead, West Reagan, West Truman, East Truman, and 2<sup>nd</sup> Street.

### PRELIMINARY DESIGN

\$4,000

- A. Study
  - 1) Gather available information on the existing utilities including, but not limited to the following: existing utility system maps (water, wastewater, telephone, gas, electric, cable); existing digital topography; existing City construction plans and Right-of-Way maps; existing easement maps and documents;
  - 2) Compile information into a base map on the computer.
  - 3) Meet with the City to discuss the alternatives.
- B. Topographic Survey
  - 1) Survey and calc alignment of preferred alternative using the benchmarks provided by City.
  - 2) Produce contour map of each of the proposed alignment.
- C. Preliminary Design
  - 1) Prepare preliminary plan / profile drawings of the proposed improvements.
  - 2) Coordinate utility relocation as necessary.
  - 3) Develop opinion of probable cost.
  - 4) Submit to City for review.

### FINAL DESIGN

\$5,000

- A. Final Design / Construction Document Preparation
  - 1) Prepare final construction plans including plan/profile drawings and detail sheets.
  - 2) Prepare specifications.
  - 3) Prepare bid proposal with quantities.
  - 4) Submit plans and specifications to City for review.
  - 5) Revise plans to incorporate City comments.
  - 6) Assemble bid documents with contract documents from City Legal Department.
  - 7) Develop final opinion of probable cost.

### BIDDING PROCESS

\$ 2,000

- 1) Provide sets of plans (ledger size) and bid documents for the City.
- 2) Assist the City in preparing Notice to Bidders, City will be responsible for advertising.
- 3) Prepare and distribute necessary addendums.
- 4) Assist the City in the bidding, evaluation, and recommendation of award on the project.

CONSTRUCTION SERVICES (Billed as Required)

\$4,000.00

A. Construction Administration

- 1) Conduct pre-construction conference.
- 2) Review submittals for conformance to plans and specifications.
- 3) Perform periodic site visits to monitor and document that work conforms to plans and specs.
- 4) Conduct progress meetings as necessary.
- 5) Process monthly pay request.
- 6) Process any change orders in accordance with the City's guidelines.
- 7) Promptly address and perform design modifications required to minimize project delays.
- 8) Conduct final inspection of project with the City's inspector and Project Manager.
- 9) Provide City with recommendation of final acceptance once punch list has been addressed.

ADDITIONAL SERVICES

Hourly

- 1) Provide Easements
- 2) Attend Public Hearings.
- 3) Provide Expert Testimony.
- 4) Provide Construction Administration beyond original contract time.
- 5) Attend meetings with Texas Historical Commission

Fee Arrangement:

The fee for this work is a not to exceed amount of \$15,000.00. Work will be invoiced based on actual time and materials.

Special Conditions:

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**TERMS AND CONDITIONS**

The firm shall perform the services outlined in this agreement for the stated fee arrangement.

**Access to Site:**

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

**Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties. Each party shall be responsible for their own costs of mediation. Should litigation arise, venue will be in Williamson County.

**Billings/Payments:**

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt, at 3000 Joe DiMaggio Blvd., Suite 25, Round Rock, Texas, 78664. Payment is past due 30 days after the invoice date. If questions regarding the invoice amount are not brought to the attention of the Firm within 21 days of the invoice date, the invoice shall be considered accepted by the Client. If the invoice is not paid within 45 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

**Late Payments:**

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:**

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, it's officers, directors, employees, agents and subconsultants from and against all damage, liability and cost, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm. Furthermore, Client shall promptly reimburse the Firm for any and all costs related to any claim, including but not limited to attorney's fees and associated costs, time and materials costs of the Firm's employees and its subconsultants. Client shall be responsible for any and all settlements, except those attributable to the sole negligence or willful misconduct of the Firm.

**Certifications, Guarantees and Warranties:**

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

**Limitation of Liability:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes shall not exceed the contract fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

**Termination of Services:**

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

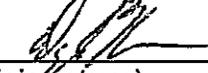
**Ownership of Documents:**

All documents produced by the Firm under this agreement shall remain the property of the Firm until receipt of final payment, and may not be used by the Client for any other endeavor without the written consent of the Firm. If evidence of the existence or release of hazardous substances or other occurrences or information required by law or regulation to be reported are revealed to Client as a result of our company's performance of services under this Agreement, it shall be the responsibility of Client to contact the appropriate Federal, State or local authorities.

**Rate Schedule**

Principal	\$180.00/Hr.
Professional Engineer	\$170.00/Hr.
Professional Surveyor	\$150.00/Hr.
Graduate Engineer	\$ 95.00/Hr.
Project Coordinator	\$ 75.00/Hr.
Survey Crew	\$125.00/Hr.
CADD Technician/Survey Technician	\$ 80.00/Hr.
Clerical	\$ 75.00/Hr.
Mileage	\$0.485/Mi. (Or current Federal Rate)
Reproduction and Supplies	Cost + 10%

Offered by:

  
 \_\_\_\_\_  
 (signature) 4/15/09 (date)  
 \_\_\_\_\_  
 Douglas Hearn Principal  
 (printed name/title)

Hearn Engineering, Inc.

Accepted by:

\_\_\_\_\_  
(signature) (date)

\_\_\_\_\_  
(printed name/title)

\_\_\_\_\_  
(name of Client)

# **City of Copperas Cove**

## **City Council Agenda Item Report**

**May 19, 2009**

### **Agenda Item No. I-3**

**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 addendum to the professional services agreement with Grant Development Services for consulting services associated with the utilization of the uncommitted Community Development Block Grant (CDBG) grant funds.**

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#### **1. BACKGROUND/HISTORY**

On July 11, 2006, the Copperas Cove City Council approved Resolution No. 2006-29 authorizing the submission of a grant application to the Texas Community Development Program (TCDP) to apply for funding through the Community Development Block Grant (CDBG) program for funding year 2008. In addition to the approval of Resolution 2006-29, the City Council conducted the required Public Hearing to provide an opportunity for citizen input regarding the water and wastewater projects preferred for submission purposes and within the eligible areas.

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

As a result of the unexpected low bid of \$120,196, excess grant funds in the amount of \$129,804 remain. The following options were considered by City staff:

- Option 1. Accept the bid of \$120,196 and close out the project when that amount of construction is complete. Return the unexpended amount of \$129,804 to ORCA and close the project.
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City staff intends to complete the first bid as awarded and without change orders, utilize the \$129,804 (\$250,000 less \$120,196) in uncommitted funds to conduct a second bid for sewer work in and around the original target area (Option 3). Thus, staff plans to include Halstead, W. Reagan, W. Truman and E. Truman as the areas for the second bid. Additionally, 2<sup>nd</sup> Street will be included in the second bid as an alternate in the event the bids received will financially accommodate inclusion.

### **3. FINANCIAL IMPACT**

The addendum submitted by Grant Development Services for completing the amendment to the CDBG contract totals \$7,500. The funds of \$250,000 awarded by ORCA are for construction cost associated with the project and the consulting, design and engineering services are paid through the matching funds provided by the City.

Sufficient funds exist in the 2003 Certificates of Obligation to cover the expenditure associated with the design and engineering of the second bid; however, City staff expects authorization of the additional work will not create an increase in the matching funds previously committed (\$73,533).

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

City staff recommends the City Council authorize the City Manager to execute an addendum to the professional services agreement with Grant Development Services for consulting services associated with the utilization of the uncommitted Community Development Block Grant (CDBG) grant funds.

ADDENDA NO. 1 TO  
LETTER OF AGREEMENT BETWEEN  
COPPERAS COVE, TEXAS AND  
GRANT DEVELOPMENT SERVICES, INC.

PROFESSIONAL MANAGEMENT SERVICES

**STATE OF TEXAS**

**COUNTY OF CORYELL**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2009 by and between the City of Copperas Cove, State of Texas, hereinafter called the “City” acting herein by Andrea M. Gardner, City Manager, hereunto duly authorized and GRANT DEVELOPMENT SERVICES, hereinafter called “Firm”, acting herein by J. GANDOLF BURRUS, President.

**WITNESSETH THAT:**

**WHEREAS** the City desires to utilize all awarded grant funds from it’s Texas Community Development Block Grant # 728050 from the Office of Rural Community Affairs (hereinafter referred to as “ORCA”) to provide funds for construction of sewer collection lines within a target area under the General Direction of the Texas Community Development Program; and

**WHEREAS** the City has received and awarded a bid for all required construction elements contained in the performance statement of its contract # 728050 between the City and ORCA , leaving uncommitted grant funds remaining in the construction line item of the contract; and

**WHEREAS** the City desires to request an amendment to its ORCA contract allowing for a Phase 2 construction process to provide construction of additional sewer collection lines in neighborhoods adjacent to the original target area for the full expenditure of all grant construction funds committed to the City under contract #728050; and

**WHEREAS** the City desires to amend its administrative contract with the Firm to include **preparation** of an Amendment and Budget Modifications required for the city to receive approval to implement a Phase 2 construction process utilizing grant funds: and to provide administration services required for implementation of a Phase 2 bidding process for full utilization of awarded grant funds.

**NOW THEREFORE**, the parties do mutually agree to amend executed the Letter of Agreement between the City and the Firm as follows:

**1. Time of Performance for the Phase 2 process:**

The services to be provided by GDS shall commence upon execution of this Letter of Agreement. All services required and rendered under this agreement shall be completed within 70 days of execution. The services provided shall be concluded when the Amendment is secured, the environmental reassessment is accepted, a bid for the Phase 2 construction has been awarded to a contractor, and all eligibility clearances have been secured.

## 2. Scope of Services for the Phase 2 Process

### (a) Preparation of the Contract Amendment and Budget Modifications to allow for a Phase 2 process

- Prepare and submit a Major Amendment and Budget Modification to amend and modify contract # 728050 to include additional service areas
- Conduct door to door surveys of additional residences to benefit from the project construction and tabulate findings
- Prepare maps and demographic information for submission to ORCA
- Conduct public notification process
- Submit and secure approval of the Amendment and any required Budget Modifications
- Negotiate timeline and performance measures with ORCA

### (b) Preparation of Environmental Re-Assessment to confirm eligibility for a Phase 2 Process

- Secure maps of the proposed sites for Phase 2 construction
- Meet with ORCA Environmental Coordinator to negotiate required level of environmental reevaluation required for the additional proposed construction.
- Prepare environmental reassessment
- Publish environmental notices are required
- Send certified correspondence to all agencies with oversight authority
- Publish FONSI (Finding of No Significant Impact)
- Secure environmental clearance from ORCA and permission to proceed.

### (c) Implementation of Phase 2 Bid process

- Confer with project Engineer to develop bid book and specifications
- Coordinate with City on selection of newspapers for bid advertisements
- Secure David Bacon wage rates
- Attend conference with ORCA to review proposed amendment and secure verbal approval of proposal
- Write and publish bid advertisements
- Make 10 day call confirming wage rate validity
- Process and document any addenda issued by the project engineer
- Attend bid opening
- Secure contractor eligibility clearance
- Secure clearance for any subcontractors
- Attend council meeting to award construction contract
- Provide contractor performance bond to city attorney for review
- Assist city in execution of construction contract

3. City Responsibilities

- (a) The City shall designate one individual as the coordinator responsible for all communication and fulfillment of all the items included in the Letter of Agreement. That person shall be Andrea M. Gardner, City Manager.
- (b) The City shall publish public notices as required by the Funding agency.

4. Compensation and Method of Payment: The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Seven thousand five hundred dollars (\$7,500). This fee shall be paid as follows:

- \$2,000.00 (Two Thousand Dollars) is payable upon execution of this Letter of Agreement.
- \$2,000.00 (Two Thousand Dollars) is payable when the major Amendment approval allowing a Phase 2 is secured from ORCA
- \$1,500.00 (One Thousand Five Hundred Dollars) is payable when ORCA issues notification that the environmental reassessment has been approved
- \$2,000.00 (Two Thousand Dollars) is payable when the construction contract between the City and an eligible construction contractor for the Phase 2 construction is executed.

5. Access to Information

It is agreed that all materials, data, reports, records and maps necessary for carrying out the Work described in Section 2 of this Agreement shall be readily made available to GDS at no cost to GDS.

6. Amendments to Letter of Agreement

The sum total of the sections set forth in this Letter of Agreement constitute a legally binding contract between the City and GDS. The Letter of Agreement may be amended only in writing and shall require the mutual consent of both parties. Should amendments be requested that exceed the Scope of Services provided in Section 2, GDS shall have the right to request additional compensation. The amount of additional compensations shall be negotiated based on the scope of the additional services to be performed.

7. GDS Responsibilities

In addition to the obligations outlined in Section 1 and Section 2 of this Letter of Agreement, GDS agrees to comply with all requirements and any and all applicable rules, laws, or regulations, Federal State and local. GDS shall assume full responsibility for payments of Federal, State and local taxes for compensation received for services performed under this Letter of Agreement.

8. Termination of Agreement

Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail. Should the Letter of Agreement be terminated, GDS shall be entitled to compensation for services performed prior to termination at the rate of \$95.00 (Ninety Five Dollars) per hour.

9. Jurisdiction

All obligations of the parties created under this Letter of Agreement shall be performable in Coryell County, Texas.

**IN WITNESSETH HEREOF**, the parties hereunto set their hands and seals.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**CITY OF COPPERAS COVE**

**ATTEST:**

\_\_\_\_\_  
**ANDREA M. GARDNER, CITY MANAGER**  
DATE: \_\_\_\_\_

\_\_\_\_\_  
**JANE LEES, CITY SECRETARY**  
DATE: \_\_\_\_\_

**FIRM: GRANT DEVELOPMENT SERVICES, INC.**

\_\_\_\_\_  
**J. GANDOLF BURRUS, PRESIDENT**  
DATE: \_\_\_\_\_

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. I-4

Contact – John Hull, Mayor, 547-4221

[jhull@ci-copperas-cove.tx.us](mailto:jhull@ci-copperas-cove.tx.us)

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**SUBJECT: Consideration and action on the mayoral recommendations for council member appointments to various ad hoc committees, outside agencies, committees, task forces and commissions.**

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#### 1. BACKGROUND/HISTORY

The City's Code of Ordinances states in Section 2-55.1, *"Ad hoc committees are formed on an 'as needed' basis with a clearly defined purpose and term, as well as reporting requirements. Ad hoc committees may consist of up to two (2) council members recommended by the mayor with concurrence through a motion of the majority of city council members."*

Section 2-55.2 states, *"The mayor nominates and the city council confirms council member appointments to outside agencies, committees, task forces, boards and commissions."*

#### 2. FINDINGS/CURRENT ACTIVITY

With May 2010 fast approaching and recognized need to amend the City's Charter for various reasons discovered since the amendment was approved by the voters in May 2008, City staff requested the governing body consider establishing a 2010 Charter Review Committee to begin the lengthy process. Furthermore, City staff recommends the City Attorney be appointed, along with two council members, to serve on the committee.

City staff is developing a new process for recruiting and accepting applications from interested parties to serve on the various City boards, commissions and committees. Thus, a Boards & Commissions Recruitment Reception will be conducted by City staff on May 28, 2009. Upon receipt and processing of the applications, the Council will be requested to appoint the desired number of applicants to serve on the Charter Review Committee with the City Attorney and appointed members of the Council.

The City, CCISD, CCEDC and Chamber all participate in the Joint Image Campaign. Recent discussions among the entities resulted in a recommendation to establish a JIC Committee and formally appoint two representatives from each

entity (one elected or appointed official and one staff member). The committee will meet at a minimum of once per quarter prior to the quarterly Entities Summit Meeting. The City Manager selected the Public Affairs/Volunteer Coordinator to serve on the committee as the staff member representative for the City and the alternate staff member representative will be the Human Resources Director. The mayoral recommendation is to appoint the Mayor as the elected or appointed official representative with the City Manager serving as the alternate representative.

**3. FINANCIAL IMPACT**

The cost for conducting the recruitment reception is expected to be minimal and sufficient funds exist in the Public Affairs Department of the General Fund budget.

No additional funds are required due to establishing a JIC Committee and appointed representatives to serve on the committee.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the Mayor make recommendations and nominations of governing body members to serve on the 2010 Charter Review Committee and Joint Image Campaign Committee for concurrence by the City Council.

2009 Copperas Cove

# BOARDS & COMMISSIONS

Joining one of the City's boards  
or commissions is a great way  
to influence the future direction  
of Copperas Cove.



[www.ci.copperas-cove.tx.us](http://www.ci.copperas-cove.tx.us)



**City of Copperas Cove**

*"The City Built for Family Living"*

# City Council Seeks Volunteers

The Copperas Cove City Council encourages all citizens to consider becoming actively involved in City government by serving on a City Board or Commission. Boards and Commissions applications are accepted at any time throughout the year. Applicants are considered as vacancies arise.

Applicants must:

- ❖ Reside within the Copperas Cove City Limits (for most boards)
- ❖ Be willing to attend the regularly scheduled meetings of the Board or Commission
- ❖ Complete an official Boards & Commissions Candidate Application form
- ❖ Attach a one page resume (optional) to the completed Boards & Commissions Candidate Application form

For more information, contact the City Secretary, Jane Lees  
Telephone: (254) 547-4221 E-Mail: [jlees@ci.copperas-cove.tx.us](mailto:jlees@ci.copperas-cove.tx.us)

## Animal Shelter Advisory Committee

- ❖ 5 members, 2 year terms
- ❖ Membership includes:



Deputy Chief of Police, Animal Control Supervisor, and 3 members appointed by the City Council - one licensed veterinarian, one representative from an animal welfare organization, and one City resident

- ❖ Meets a minimum of 3 times per year
- ❖ Evaluates the animal shelter located within the city limits for compliance with state statutes

## Board of Adjustment

- ❖ 5 members, 2 alternates, 2 year terms
- ❖ Members are appointed by City Council and are selected based upon demonstrated civic interest, independent judgment, and knowledge of the community
- ❖ Quasi-judicial board; serves as an appeal body for individuals seeking variances to the Zoning Ordinance or to a decision made by an administrative official enforcing the ordinance

## Economic Development Corporation

- ❖ 5 members, 3 year terms
- ❖ Meets monthly on 4th Thursday
- ❖ Directs and coordinates the broad-based expansion of the City's business tax base and promotes sustainable job growth, thereby continuously enhancing the quality of life for Copperas Cove residents



## Hospital Authority

- ❖ 11 members, 2 year terms
- ❖ Meets a minimum of once per year
- ❖ Ambassadors of Metroplex Hospital; promotes the accomplishments and capabilities of the hospital throughout the community.

You are cordially invited to  
attend the  
2009 Boards & Commissions  
Recruitment Reception

May 28, 2009  
7:00 p.m.

City of Copperas Cove  
Public Library

Visit with current board  
members and learn about the  
responsibilities and activities of  
the boards and commissions.



### **Housing Authority**

- ❖ 5 members, 2 year terms
- ❖ At least one member shall be a tenant of a public housing project over which the authority has jurisdiction
- ❖ Members cannot be City employee
- ❖ Meets monthly on last Wednesday
- ❖ Ensures proper management of federal funds; approves and adopts all policies and legal documents of the Housing Authority

### **Keep Copperas Cove Beautiful Commission (KCCB)**

- ❖ 15 members, 2 year terms
- ❖ Meets monthly on 1st Monday
- ❖ Develops and recommends policies related to litter prevention, beautification, and community improvement

### **Library Advisory Board**

- ❖ 9 Members, 3 year terms
- ❖ Meets monthly on 2nd Monday
- ❖ Encourages the development of public libraries; makes policy and program recommendations to City Council; reviews the annual library budget; cooperates with other public and private groups in advancing the interests of the public library.

### **Planning and Zoning Commission**

- ❖ 7 members, 2 year terms
- ❖ Meets twice monthly on 1st and 3rd Mondays
- ❖ Reviews and considers submitted site plans and plats; makes recommendations to City Council on Zoning Ordinance amendments, Comprehensive Plan amendments, Specific Use Permits and rezoning requests

# Candidate Application for City Council-Appointed Boards & Commissions

A City Council subcommittee will conduct interviews of applicants interested in serving on a City board and/or commission. The interviews will be open to the public. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

**Please attach your resume.**

Board Preference 1: \_\_\_\_\_

Board Preference 2: \_\_\_\_\_

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City Resident: \_\_\_\_\_ years    Personal E-Mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_    Home Fax: \_\_\_\_\_

Profession: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

City: \_\_\_\_\_    State \_\_\_\_\_    Zip: \_\_\_\_\_

Business Phone: \_\_\_\_\_    Business Fax: \_\_\_\_\_

Business E-Mail: \_\_\_\_\_

Experience or Special Knowledge applicable to City board or commission function:

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

Civic Activities/Professional Affiliations \_\_\_\_\_

\_\_\_\_\_

I verify that the information I have provided in this application to be true and correct. I also understand that this information may be made available to the public.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Please return completed application and resume to:**  
City Secretary's Office, City Hall  
507 S. Main Street, Copperas Cove, Texas  
Phone: (254) 547-4221



# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item I-5

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 street improvements including the Lutheran Church Road project. Due to the passing of the bond election, the City is currently scheduled to issue debt within the next year for the project.

Included in a budget amendment that is part of the May 19, 2009 City Council agenda is \$100,000. The \$100,000 was an estimated amount for the design and engineering contract for the “Lutheran Church Road” project. The budget amendment is necessary in order to begin this project prior to the issuance of debt.

#### 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 the 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 the reimbursement resolution is \$96,000 to cover the design and engineering contract in FY 2008-09. The contract amount was finalized after the May 5, 2009 agenda when the budget amendment was first presented. The remaining \$4,000 will be returned to fund balance at year end.

#### 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. 2009-25 expressing intent to finance expenditures to be incurred with a future debt issuance.

**RESOLUTION NO. 2009-25**

**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 19th day of May 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:**

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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>Lutheran Church Road Project</u>	<u>\$96,000</u>

# City of Copperas Cove

## City Council Agenda Item Report

May 19, 2009

### Agenda Item No. I-6

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

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**SUBJECT: Consideration and action on authorizing the City Manager to execute a professional services agreement with Hearn Engineering for design and engineering services associated with the Lutheran Church Road Street Reconstruction Project.**

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#### 1. BACKGROUND/HISTORY

In November 2008, the voters approved a bond proposition that included one million dollars for the completion of the reconstruction of Lutheran Church Road.

#### 2. FINDINGS/CURRENT ACTIVITY

In an effort to have the project designed relatively close to the issuance and receipt of the general obligation bond fund proceeds, staff is recommending the design phase for the project be authorized for completion. Staff expects the design to be complete and the project ready for bid in the October 2009 timeframe with bid award in November 2009.

The road is planned for widening to 36' from FM 116 to Summers Road with drainage crossings. Lutheran Church Road is 5,286 feet in length with 4,345 feet being located in the city limits of Copperas Cove and the remaining 941 feet located in Coryell County.

#### 3. FINANCIAL IMPACT

The proposal submitted by Hearn Engineering for completing the design and engineering for the reconstruction of Lutheran Church Road includes fees not to exceed \$96,000.

The budget amendment presented as a Public Hearing on May 5, 2009 and a Public Hearing and Action on the May 19, 2009 agendas include the funding for the agreement be provided temporarily from the fund balance of the General Fund. Additionally, staff prepared and included a reimbursement resolution on the May 19, 2009 agenda to provide proper documentation for bond rating agencies that the General Fund will be reimbursed upon debt issuance planned for late FY 2009.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Council authorize the City Manager to execute a professional services agreement with Hearn Engineering for engineering services associated with the Lutheran Church Road Street Reconstruction Project.

**AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES**

**Design Firm:** Hearn Engineering, Inc.  
3000 Joe DiMaggio Blvd., Ste. 25  
Round Rock, TX 78665  
Date: \_\_\_\_\_

**Client:** City of Copperas Cove  
P.O. Box 1449  
Copperas Cove, Tx 76522  
Project No.: \_\_\_\_\_

**Project Name/Location:**

Lutheran Church Road reconstruction Project

**Scope/Intent and Extent of Services:**

The project includes the construction of a roadway approximately 5,300 feet long and 36' wide from Summers Road eastward to North First Street along with drainage crossings.

PRELIMINARY \$69,500

- A. PRELIMINARY ENGINEERING
  - 1) Gather available information on the existing utilities including, but not limited to the following: existing utility system maps (water, wastewater, telephone, gas, electric, cable); existing digital topography; existing City construction plans and Right-of-Way maps; existing easement maps and documents;
  - 2) Compile information into a base map on the computer.
  - 3) Walk potential alignments to verify information on base map.
  - 4) Develop storm water flows based upon design criteria provided by the City and previous drainage studies.
  
- B. TOPOGRAPHIC SURVEY
  - 1) Survey and calc alignments using the benchmarks provided by the City.
  - 2) Produce contour map
  
- C. PRELIMINARY DESIGN
  - 1) Meet with City to discuss the preferred alignments and transitions.
  - 2) Prepare preliminary plan / profile drawings of the proposed improvements.
  - 3) Coordinate utility relocation as necessary.
  - 4) Develop preliminary opinion of probable cost.
  - 5) Submit to City for review.

FINAL DESIGN AND BIDDING

- A. FINAL DESIGN / CONSTRUCTION DOCUMENT PREPARATION \$7,500
  - 1) Prepare final construction plans including plan/profile drawings and detail sheets.
  - 2) Prepare bid proposal with quantities.
  - 3) Prepare specifications.
  - 4) Submit plans and specifications to City for review.
  - 5) Revise plans to incorporate City comments.
  - 6) Assemble bid documents with contract documents from City Legal Department.
  - 7) Develop final opinion of probable cost.
  - 8) Prepare and submit required permit applications to TxDOT.

- B. BIDDING PROCESS \$3,000
- 1) Provide twenty sets of plans (ledger size) and bid documents for distribution from the City.
  - 2) Assist the City in preparing the Notice to Bidders, City will be responsible for advertising.
  - 3) Attend pre-bid conference at the City.
  - 4) Prepare and distribute necessary addendums.
  - 5) Assist the City in the bidding, evaluation, and recommendation of award on the project.

CONSTRUCTION SERVICES (Billed as Required) \$16,000

- A. CONSTRUCTION ADMINISTRATION
- 1) Conduct pre-construction conference.
  - 2) Review submittals for conformance to plans and specifications.
  - 3) Perform periodic site visits to monitor and document that work conforms to plans and spec's.
  - 4) Conduct progress meetings as necessary.
  - 5) Process monthly pay request.
  - 6) Process any change orders in accordance with the City's guidelines.
  - 7) Promptly address and perform design modifications required to minimize project delays.
  - 8) Conduct final inspection of project with the City's inspector and Project Manager.
  - 9) Provide the City with recommendation of final acceptance once all punch list items have been addressed.

ADDITIONAL SERVICES Hourly

- 1) Provide Easements
- 2) Attend Public Hearings.
- 3) Provide Expert Testimony.
- 4) Provide Construction Administration beyond original contract time.
- 5) Attend meetings with County, State, or Federal agencies.

Fee Arrangement:

The fee for this work is a not to exceed amount of \$96,000.00. Work will be invoiced monthly.

Special Conditions:

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**TERMS AND CONDITIONS**

The firm shall perform the services outlined in this agreement for the stated fee arrangement.

**Access to Site:**

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

**Dispute Resolution:**

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between parties. Each party shall be responsible for their own costs of mediation. Should litigation arise, venue will be in Coryell County.

**Billings/Payments:**

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt, at 3000 Joe DiMaggio Blvd. Suite 25, Round Rock, Texas, 78664. Payment is past due 30 days after the invoice date. If questions regarding the invoice amount are not brought to the attention of the Firm within 21 days of the invoice date, the invoice shall be considered accepted by the Client. If the invoice is not paid within 45 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

**Late Payments:**

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Certifications, Guarantees and Warranties:**

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

**Limitation of Liability:**

The firm shall not be liable for acts or omissions by the client, its employees, or its contractors.

**Termination of Services:**

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

A. FOR CAUSE. The occurrence of any one or more of the following events will justify termination for cause:

1. Firm's persistent failure to perform the Work in accordance with the Contract (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
2. Firm's disregard of Laws or Regulations of any public body having jurisdiction;
3. Firm's violation in any substantial way of any provisions of the Contract;
4. The Client fails to pay the firm in a timely manner;
5. The Client fails to provide information pertinent information to the firm that would affect work covered under this agreement;

If one or more of the events identified above occur, the agreement may be terminated after giving a seven day written notice of its intent.

Notwithstanding the right to terminate for cause, Firm's services will not be terminated if Firm begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

B. FOR CONVENIENCE. The Client and Firm may terminate this Agreement for convenience in whole or in part at any time, without cause, by giving at least thirty (30) days notice, in writing, to the respective party. Upon termination pursuant hereto, CONTRACTOR shall account for and properly present to the CITY all claims for amounts due, charges, costs, fees and expenses and the Client pay the Firm all amounts due for work completed up to time of such termination which are undisputed, less payments of compensation previously made.

**Ownership of Documents:**

All documents produced by the Firm under this agreement shall remain the property of the Firm until receipt of final payment, and may not be used by the Client for any other endeavor without the written consent of the Firm. If evidence of the existence or release of hazardous substances or other occurrences or information required by law or regulation to be reported are revealed to Client as a result of our company's performance of services under this Agreement, it shall be the responsibility of Client to contact the appropriate Federal, State or local authorities.

**Rate Schedule**

Principal	\$180.00/Hr.
Professional Engineer	\$170.00/Hr.
Professional Surveyor	\$150.00/Hr.
Graduate Engineer	\$ 95.00/Hr.
Project Coordinator	\$ 75.00/Hr.
Survey Crew	\$125.00/Hr.
CADD Technician/Survey Technician	\$ 80.00/Hr.
Clerical	\$ 75.00/Hr.
Mileage	\$0.485/Mi. (Or current Federal Rate)
Reproduction and Supplies	Cost + 10%



# **City of Copperas Cove**

## **City Council Agenda Item Report**

**May 19, 2009**

### **Agenda Item No. I-7**

**Contact – Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation, 547-7874, Ext. 1**  
jerry.conner@copperascove-edc.com

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**SUBJECT: Consideration and action on a proposal from Langford Community Management Services to initiate an application for an EDA Grant for Business/Industrial Park infrastructure.**

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#### **1. BACKGROUND/HISTORY**

On April 23, 2009, the Copperas Cove Economic Development Corporation (CCEDC) approved a proposal from Langford Community Management Services to initiate an application for an Economic Development Administration (EDA) Grant for the Business/Industrial Park area. CCEDC applied for an EDA grant approximately two years ago. CCEDC was not successful as a result of a lack of development activity.

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

Langford Community Management Services will develop and write an EDA application for infrastructure for the Business/Industrial Park area. Due to recent activity in the park, EDC staff recommends applying for the grant. Additionally, the EDA received \$150,000,000 in additional funding as a result of the American Recovery Act (Stimulus). Therefore, CCEDC is reasonably confident that funding may be available in the range of two to three million dollars.

#### **3. FINANCIAL IMPACT**

The total costs for application preparation and submission will not exceed \$5,000. – An initial payment of \$2,500 to write and submit an application and an additional \$2,500 should the EDA elect to proceed with the application.

Sufficient funds exist in the CCEDC budget.

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

CCEDC recommends approval of the Contractual Agreement for Administrative Services to develop an Economic Development Administration Application for the City of Copperas Cove.

# LANGFORD



## COMMUNITY MANAGEMENT SERVICES

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**13740 Research Blvd., Suite G1  
Austin, Texas 78750  
PH. 512/452-0432  
FAX 512/452-5380**

April 20, 2009

Mr. Jerry Conner  
Executive Director  
Copperas Cove Economic Development Corporation  
[jerry.conner@copperascove-edc.com](mailto:jerry.conner@copperascove-edc.com)

RE: Contractual Agreement for Administrative Management Services to Develop an Economic Development Administration Application for the City of Copperas Cove

Dear Mr. Conner:

Please accept this letter agreement between Langford Community Management Services and the Copperas Cove Economic Development Corporation (CCEDC) for the development and completion of an application to the Economic Development Administration (EDA) for infrastructure.

### Scope of Services

Langford Community Management Services will write the proposal according to the EDA's guidelines, and in cooperation with all applicable federal statutes, terms, and conditions.

This contract for service shall include, as a minimum, the following:

1. Langford Community Management Services will develop and write an Economic Development Administration (EDA) application for infrastructure for the Industrial Park.
2. Prepare and complete all activities related to writing the application.

The application will require cost estimates and a project map to be prepared by an engineer. This cost is not included in our fee.

Method of Payment

The amount of \$5,000.00 (five thousand dollars) will be paid to Langford Community Management Services for performing the above listed scope of services. Payments will be made by the BEDC in two payments. The first payment of \$2,500.00 (two thousand five hundred dollars) will be due once the application is complete and submitted to EDA. Once EDA requests additional information to progress the application further, the remaining \$2,500.00 (two thousand five hundred dollars) will be due. If EDA does not request the additional information, no further payment will be owed.

Additional Services

The CCEDC and Langford Community Management Services will negotiate a mutually acceptable amendment to this contract for any additional services above the listed scope of services.

Special Provisions

- I. Langford Community Management Services will work with Jerry Conner, as the primary contact and local liaison.
- II. This contract may be terminated by either party submitting a written explanation for cancellation at least fifteen days prior to the effective completion date, upon agreement of the other party, and upon payment of any and all fees due for work completed through the date that written notice is received.

If you are in agreement with the terms of this contract, please sign both original contracts and return one signed copy to me.

Yours truly,  
LANGFORD COMMUNITY MANAGEMENT SERVICES

*Judy Langford*

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2009

Signed: \_\_\_\_\_  
Copperas Cove Economic Development Corporation

# **City of Copperas Cove**

## **City Council Agenda Item Report**

**May 19, 2009**

### **Agenda Item No. I-8**

**Contact – Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation, 547-7874, Ext. 1**  
jerry.conner@copperascove-edc.com

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**SUBJECT: Consideration and action on a Master Concept Plan for the Business and Industrial Park area.**

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**1. BACKGROUND/HISTORY**

On April 23, 2009, Copperas Cove Economic Development Corporation (CCEDC) Board of Directors approved a proposal for a Master Concept Plan for the Business and Industrial Park area from Walker, Wiederhold & Associates, LLC.

**2. FINDINGS/CURRENT ACTIVITY**

The concept plan includes developed property, property owned by the Copperas Cove Industrial Foundation, the property to be received in the land exchange with Ft. Hood, and property owned by the CCEDC. Walker, Wiederhold, & Associates, LLC. will meet with representatives from the Industrial Foundation, CCEDC, and City staff to gain input into the land use for the described area and will also develop an infrastructure plan for streets, drainage, wastewater and water.

**3. FINANCIAL IMPACT**

Funds in the amount of \$8,500 are available in the existing CCEDC Budget.

**4. ACTION OPTIONS/RECOMMENDATION**

CCEDC Board of Directors recommends approval of the Master Concept Plan.

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

April 24, 2009

Copperas Cove Economic Development Corporation  
210 South First Street  
Copperas Cove, TX 76522

Attn: Jerry Connors

Re: Proposal for Development of a Concept Plan for the Copperas Cove Industrial Park  
Project No.: 2-01378

Dear Mr. Connors:

As per your request, I am furnishing this proposal for providing a Concept Plan for the Copperas Cove Industrial Park. The Concept Plan will include developed property, property owned by the Copperas Cove Industrial Foundation and property owned by the Copperas Cove EDC.

I will provide this concept plan for the Copperas Cove EDC to file with the City of Copperas Planning & Development Department. The proposed fee for this Concept Plan is \$8,500.00. I will meet with representatives of both the Industrial Foundation and the EDC together with the City Staff to gain input into the land use for this area and will also develop an infrastructure plan for streets, drainage, wastewater and water.

I feel the time needed to develop the Concept Plan is approximately 45 days including meeting with the Industrial Foundation, EDC and the City Planning Department.

If you have any questions or comments, please contact me.

Sincerely,



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

OEW:kg

e-mail & U.S.P.S.

Cc: Project File 2-01378

# City of Copperas Cove City Council Agenda Item Report May 19, 2009

## Agenda Item I-9

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

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**SUBJECT: Consideration and action on authorizing the City Manager to execute an agreement for a golf cart lease with Club Car Inc.**

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### 1. BACKGROUND/HISTORY

The 36-month lease with Club Car Inc. on the current golf cart fleet expires in July 2009. Lease includes a \$45,000 balloon payment due July 1, 2009. In order to keep dependable quality carts for the City's customers to rent, the fleet should be rotated every three to four years.

### 2. FINDINGS/CURRENT ACTIVITY

Currently the Golf Course has received two quotes from different Coop vendors. One quote is from Club Car Inc. a BuyBoard vendor and the second quote is from Textron, Inc./dba E-Z-Go a TXMAS vendor. The lowest quote is the Club Car Inc, BuyBoard quote for the DS-IQ electric powered cart. Under the new lease provisions, Club Car Inc. is to take possession of the existing fleet and pay off the \$45,000 balloon payment due July 1, 2009. The new lease agreement will not have a balloon payment due at the end of the lease.

At no additional cost to the City, Club Car Inc. will include a 2007 Club Car Turf Utility Vehicle and a Deionizer System for purified water dispensing safely to refill the batteries and extend the useful life.

### FINANCIAL IMPACT

- **45 "2009" DS-IQ 48 Volt Cars**
- Club Car 48-Month Lease
- 48 Monthly Payments @ \$2,835 = \$63 Per Cart
- Total Cost per Cart.....\$3,024
- Total Cost.....\$136,080
- Payment Start Date..... 08/01/2009 End Date..... 07/01/2013
- Total Cost This Year (August through September) .....\$5,670
- Total Cost for 2009 / 2010 ..... \$34,020

- Total Cost for 2010 / 2011..... \$34,020
- Total Cost for 2011 / 2012 ..... \$34,020
- Total Cost for 2012 / 2013 (Oct. through July)..... \$28,350
- **Total Cost of 45 Golf Carts..... \$136,080**

In the current fiscal year sufficient funds are available in the Golf Course budget to cover the August and September payments.

**3. ACTION OPTIONS/RECOMMENDATION**

City staff recommends approval authorizing the City Manager to execute the agreement with Club Car Inc. for the 48 month lease of forty-five 2009 Club Car DS IQ electric powered golf carts.



# Quotation

To: **Hills of Cove GC - City of Copperas Cove, Texas**  
 1405 Golf Course Road - Copperas Cove, TX 76522-1972

Date: 4/30/2009

Quantity	Description	Price Per Unit	Extension
45	2009 CLUB CAR DS IQ ELECTRIC STANDARD	Included	Included
45	Body Color: Beige, Green or White	Included	Included
45	Canopy & Seat Color: Beige or White	Included	Included
45	PowerDrive III Charger	Included	Included
	<b>SELECTED OPTIONS &amp; ACCESSORIES</b>		
45	Single Point Battery Watering System	Included	Included
135	Number Decals - #'s 1-45	Included	Included
45	Ribbed Sport Wheel Covers - Set of 4	Included	Included
90	Sand Bottles - Strut Mounted	Included	Included
45	Fold Down Split Windshield	Included	Included
45	Differential Guard - Electric Motor	Included	Included
1	Battery Water Deionizing System	Included	Included
1	Regulated Refill Supply Kit - SPWS	Included	Included
1 Each	Diagnostic Tools - IQDM & CDM	Included	Included
45	<b>FREIGHT, INSTALLATION &amp; DELIVERY</b>	Included	Included
(45)	(TRADES: 2006 Club Car DSIQ)	(Included)	(Included)
1	TRADE PAYOFF: Current 2006 Fleet DSIQ's	Included	Included
	All trade-ins must be intact and accessorized as when purchased (normal wear and tear expected), free of liens and encumbrances, and in fleet running condition.		
	All pricing is reflective of Texas Buyboard Pricing.		
		Net Total	Operating Lease
<b>Terms</b>	<b>F.O.B.</b>	<b>Approx. Delivery Date</b>	<b>Shipped Via</b>
Lease	Copperas Cove, TX	June, 2009	Club Car Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. All credit terms must be approved by CLUB CAR, INC. prior to delivery. Customer to submit required credit information for credit approval. Delivery lead time normally required. Any applicable state, local, and property tax not included. All sales of Club Car products are conditioned upon purchaser's acceptance of attached Terms and Conditions of Equipment Sale.

Hills of Cove GC - City of Copperas Cove, Texas

Club Car, Inc.

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

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

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

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

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

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



# Operating Lease

To: Hills of Cove GC - City of Copperas Cove, Texas

Date: 4/30/2009

Club Car, Incorporated's primary funding source, Ingersoll rand Financial Services (IRFS) proposes to lease to Hills of Cove Golf Club (City of Copperas, Cove, TX) new 2009 Club Car DSIQ Golf Cars equipped as stated on the quotation page. The lease rates are quoted herein and are subject to IRFS normal credit approval. All pricing is reflective of Texas Buyboard Pricing.

## Payment Details

Term	Qty	Per Car Payment	Extension per Month
36 Months	45	\$73.50	\$3,307.50
48 Months	45	\$63.00	\$2,835.00
54 Months	45	\$57.75	\$2,598.75
60 Months = \$55.25			@45 = \$2,486.25

The rates quoted include the trade-in and payoff of Hills of Cove present fleet of (45) 2006 Club Car DSIQ Golf Cars and the trade-in values have been applied to lower the monthly payments. All trade-ins must be free of all liens and encumbrances, and in fleet running condition. Cars used for purposes other than Golf Car rental, damaged due to misuse, abuse or vandalism, and cars with missing equipment (electric cars must have a working charger) will be adjusted in value accordingly.

Provided that Hills of Cove is in full compliance with all of the terms and provisions of the proposed lease agreement, it shall have the option, at end of the 30th month of the 36 month lease or at end of the 39th month of the 48 month lease or at end of the 44th month of the 54 month lease or at end of the 48th month of the 60 month lease, of either entering into a new lease or purchase agreement for a like fleet of new Club Car Electric Golf Cars.

The above proposal is firm for 30 days and is based on today's interest rate. After 30 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly. Any applicable state, local, and property tax not included.

Hills of Cove GC - City of Copperas Cove, Texas

Club Car, Inc.

By:

By:

Title:

Title:

Date:

Date:



# Quotation

To: Hills of Cove GC - City of Copperas Cove, Texas  
1405 Golf Course Road - Copperas Cove, TX 76522-1972

Date: 4/30/2009

Quantity	Description	Price Per Unit	Extension
1	2007 CLUB CAR TURF 2 GAS UTILITY STANDARD	Included	Included
1	11.5 HP Gas Engine	Included	Included
1	All Aluminum Frame, Chasis & Cargo Box	Included	Included
1	Heavy Duty Front Bumper	Included	Included
1	Extra Heavy Duty Front Suspension	Included	Included
1	Headlights	Included	Included
2	Extra Traction Rear Tires	Included	Included
1	15.3 Cubic Foot Cargo Box	Included	Included
1	Fuel Meter	Included	Included
1	Trailer Hitch	Included	Included
1	Self- Adjusting Rack & Pinion Steering	Included	Included
1	Heavy Duty Unitized Powertrain	Included	Included
1	Differential Guard - Gas Engine	Included	Included
<p>Club Car will deliver this utility vehicle as a fleet marketing incentive, at no charge, in consideration of the acquisition of (45) new 2009 Club Car Electric Golf Cars.</p>			
		Net Total	Fleet Marketing Incentive
<b>Terms</b>	<b>F.O.B.</b>	<b>Approx. Delivery Date</b>	<b>Shipped Via</b>
No Charge	Copperas Cove, TX	June, 2009	Club Car Truck

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance within 30 days. All credit terms must be approved by CLUB CAR, INC. prior to delivery. Customer to submit required credit information for credit approval. Delivery lead time normally required. Any applicable state, local, and property tax not included. All sales of Club Car products are conditioned upon purchaser's acceptance of attached Terms and Conditions of Equipment Sale.

Hills of Cove GC - City of Copperas Cove, Texas

Club Car, Inc.

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

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

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

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

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

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



# Special Considerations

To: **Hills of Cove GC - City of Copperas Cove, Texas**

Date: 4/22/200

2007 Club Car Turf 2 Gas Utility Vehicle



Club Car, Incorporated will provide the use of one (1) Turf 2 Gas Utility Vehicle with the new car delivery of sixty (60) DSIQ or Precedent P12 Excel Golf Cars.

As a condition of the lease agreement for the fleet through Club Car, Incorporated's authorized funding source (IRFS), this vehicle will become the property of Club Car, Incorporated at the termination of the lease.

**Hills of Cove GC - City of Copperas Cove, Texas**

**Club Car, Inc.**

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

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

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

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

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

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



Billy Clagett  
Senior Sales Representative

April 30, 2009

Mike Chandler, General Manager  
Hills of Cove Golf Course  
1408 Golf Course Road  
Copperas Cove, Texas 76522

Dear Mike,

Thank you for allowing E-Z-GO/TEXTRON to present our proposal for new cars at the Hills of Cove GC under the TXMAS contract # 5-78020. Your interest in E-Z-GO products is appreciated. We look forward to being on your team.

## GOLF CAR SPECIFICATIONS

### **45 2009 E-Z-GO TXT PDS electric golf cars**

**Standard features:** 'PowerWise' solid state energy controllers & QE charging system, flexible body, 4 cup console, internal motor braking with automatic hill brake, new rack & pinion steering, center basket, premium tires, new non slip floor mat, Trojan heavy duty batteries, numbered decals, freight & set up included.

**Options included:** patented Medalist top, split windshield, hub caps, sand bottles, Battery Fill System & watering gun, rear fender scuff plates, message holder, cooler & bracket & club logo.

**Color choice:** Champagne or hunter green. Tan or oyster top & seat

## 2007 INTRODUCTION

The new QE charger is revolutionary in saving you MONEY. Less charge time & efficient "INTELLIGENT" charging cycles reduce wasted electricity – up to 30% savings. Light weight & very quiet are added benefits!

48 month lease: \$70.93 per car per month . . . . . ext. \$3,191.85 monthly

54 month lease: \$64.72 per car per month . . . . . ext. \$2,912.40 monthly

Selling price: \$3,677 per car less \$200 trade in equity = \$3,477 per car to finance.

Trade in value: \$1,200 per car – E-Z-GO agrees to pay the balloon @ \$1,000 per car (\$45,000).

All trades to be 100% operational (course ready) & complete with working chargers at time of pick up (new car delivery).

Delivery will be mid June 2009. New lease will be in place with a June delivery, skip July payment with first payment in August 2009.

**2009 MPT 1200 Range Vehicle with new Kawasaki 13 hp 401 cc engine:**

with low oil & fuel gauge, headlights and front adapter bar.

48 month lease: \$180.90 per month

54 month lease: \$164.47 per month

Selling price: \$8,134.00

Same skip July schedule.

**Other information:**

**Golf cars:**

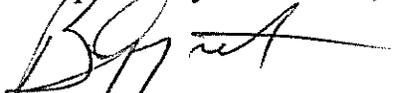
1. Warranty: 36 month warranty on parts & labor. 36 holes per day battery performance guarantee. 24 months on added options. E-Z-GO service, maintenance, testing & record keeping guidelines to be observed.
2. With approved contract, an early roll out of lease available.
3. E-Z-GO technician to make service calls for training, assistance & fleet service & up keep evaluations. Results of evaluations to be made to Director of Golf and/or General Manager.

**Specialty Vehicles:**

1. Warranty: 24 months parts & labor.
2. All prices include freight & set up.
3. Colors available: champagne or hunter green.
4. E-Z-GO technician to inspect & evaluate vehicles.
5. Normally, specialty vehicles are taxable. Applicable taxes will apply.

Thanks again for the opportunity to serve you. Please call if any questions arise.

Respectively Submitted,



Billy Clagett, Senior Sales Representative

Acceptance of Proposal:

\_\_\_\_\_

City Official

\_\_\_\_\_

Date

\_\_\_\_\_

Title



**Central Texas' Regional Public Transit System**

Hill Country Transit District operates The HOP, Central Texas' Regional Public Transit System. The HOP provides transit service throughout a nine county transit district. Two of the three transit divisions operated provide urban fixed route and ADA complementary paratransit service in Copperas Cove, Killeen, Harker Heights, Belton, and Temple.

# Program Benefits

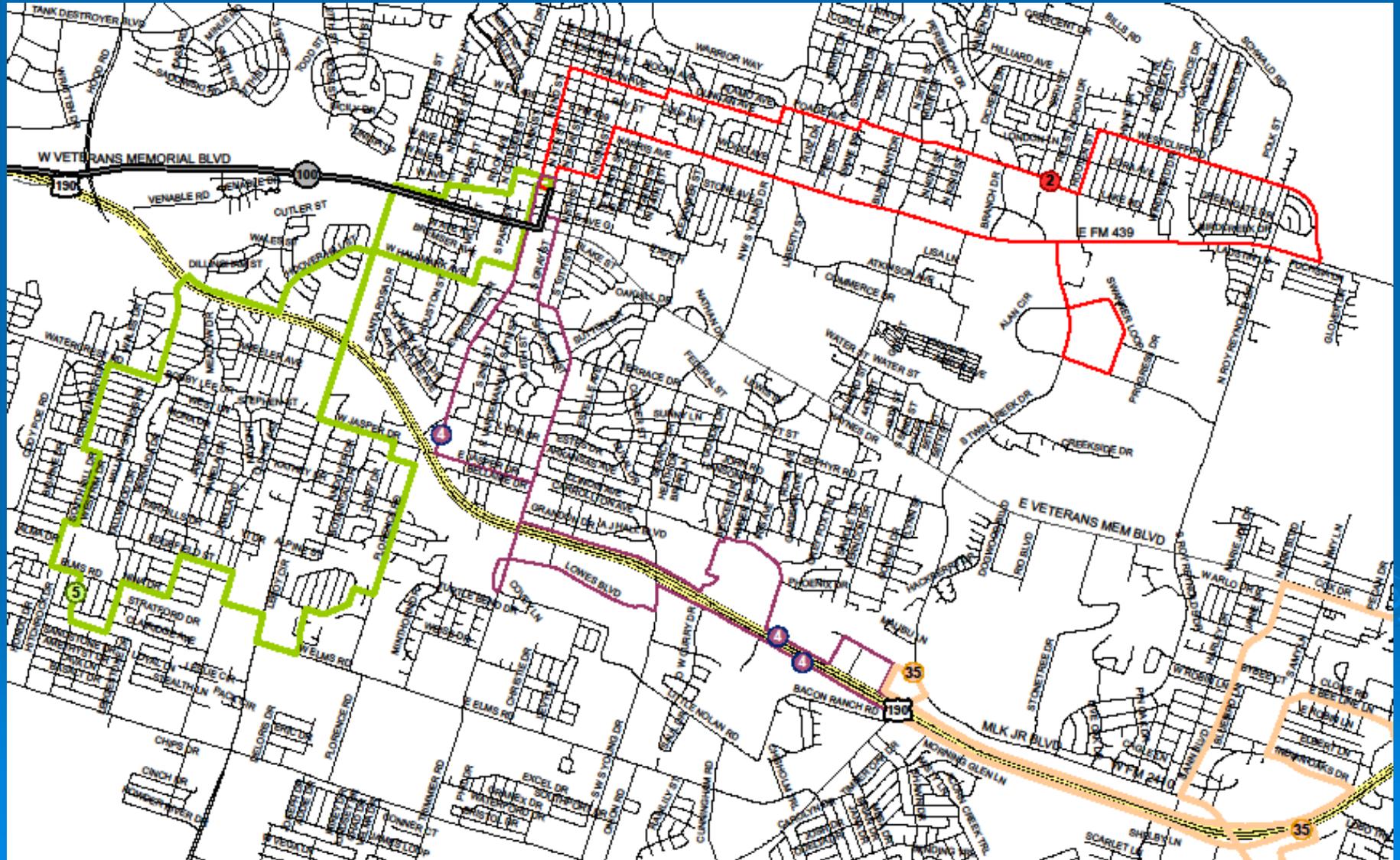
- Medical care
  - Employment
  - Recreational activities
  - Educational opportunities
  - Less expensive than personal automobile
  - Reduction of traffic congestion
  - Reduction of pollution
- 

# Review of Services

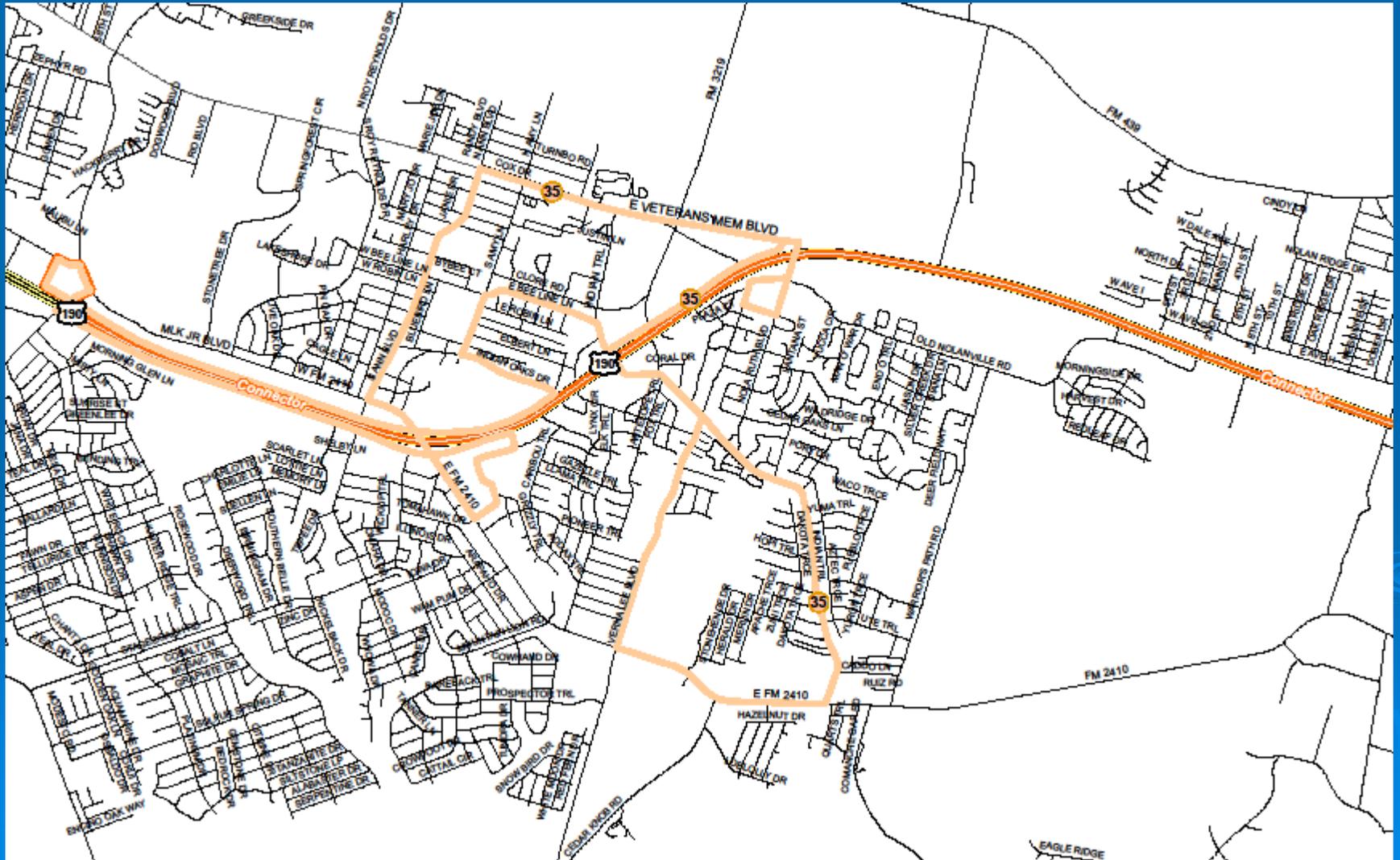
The following slides are presented in numerical order of fixed routes operated by The HOP. Two of the routes are new – Route 200 which connects the two major urban areas served by The HOP, and Route 610 which is a new fixed route operated in Belton.

This presentation also provides some information about how to access these new routes.

# 2, 4, 5 - Killeen



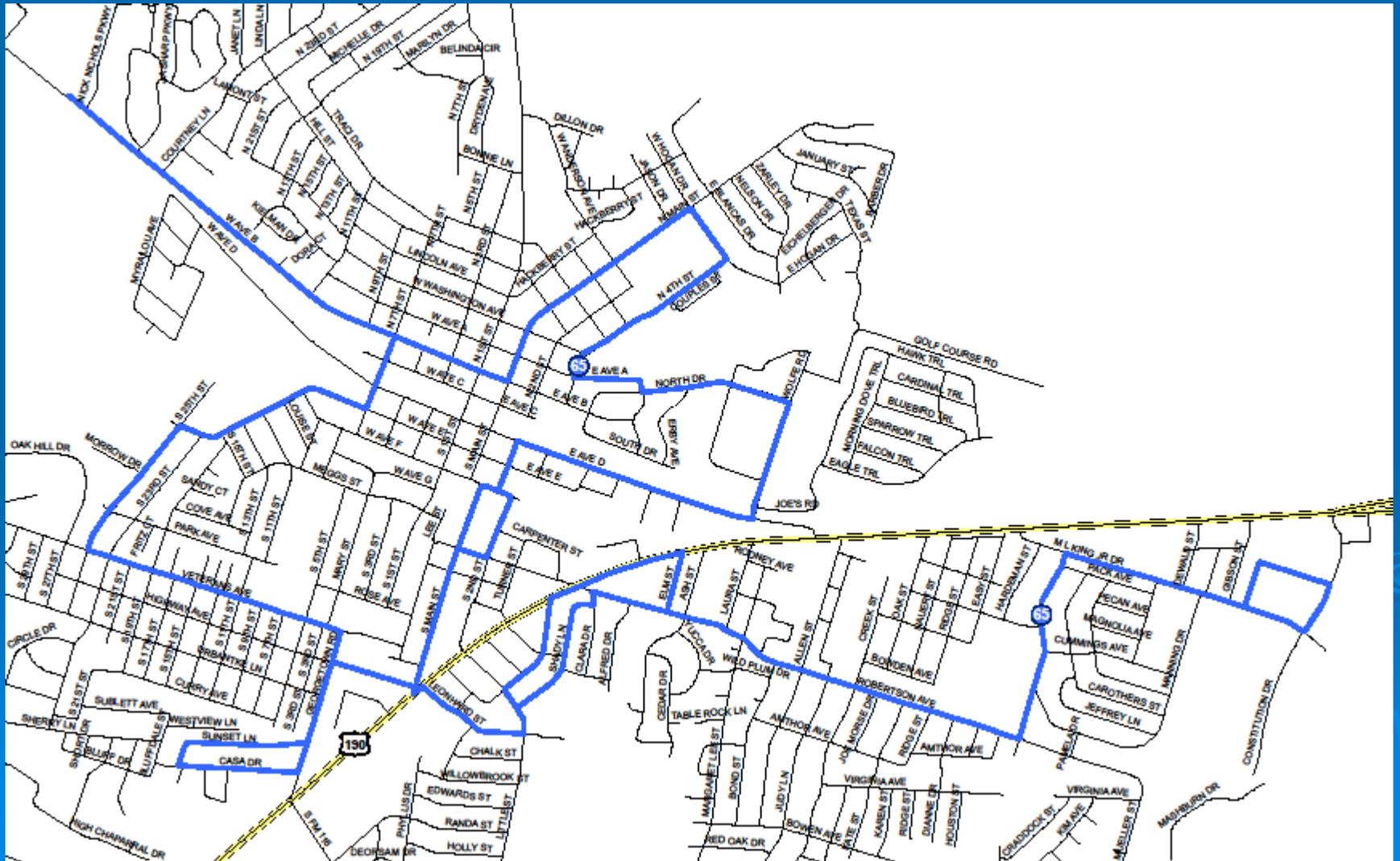
# 35 – Harker Heights



# Route 65 Unchanged

Route 65, which has operated in Copperas Cove for more than three years, is unchanged. It still serves the same destinations and still connects with Route 100 at Wal-Mart. Route 100 is also unchanged, so people wishing to travel to/from locations served by Route 65 or Route 100 are unaffected by new services.

# 65 – Copperas Cove

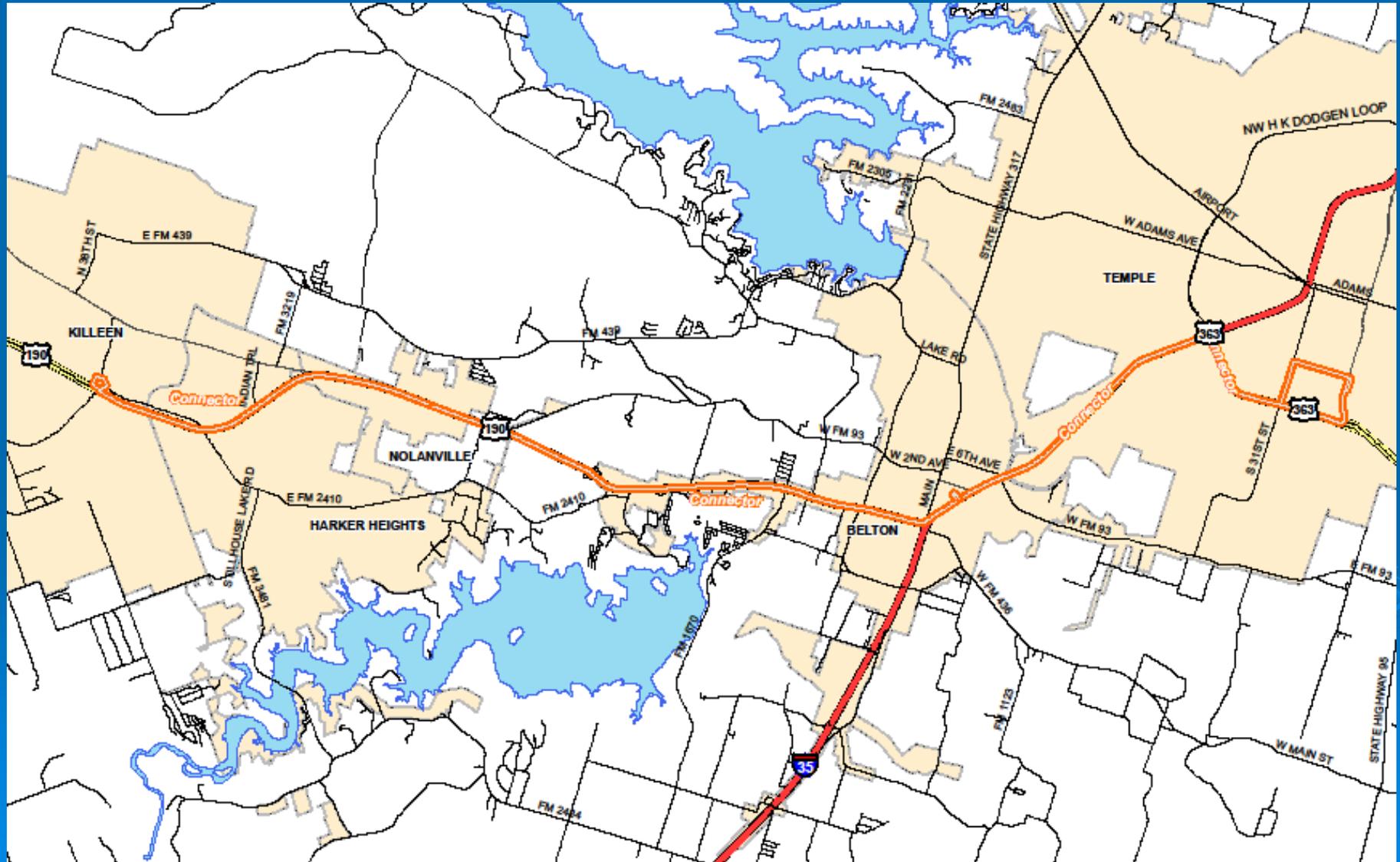


# Access to Temple/Belton

People in Copperas Cove can now travel to Belton and Temple. Although the travel does require transferring, the transfers are direct (no waiting between buses). Also, passengers boarding in CC can request a transfer, and can exchange that transfer at each bus change so only one fare is paid each direction. The base fare from CC to Temple is \$1.00, and half fare is available for students, seniors, Medicare recipients, children, and people with disabilities. Therefore, for example, seniors age 60+ can travel from Copperas Cove round trip to Temple for only

\$1.00

# 200 - Connector

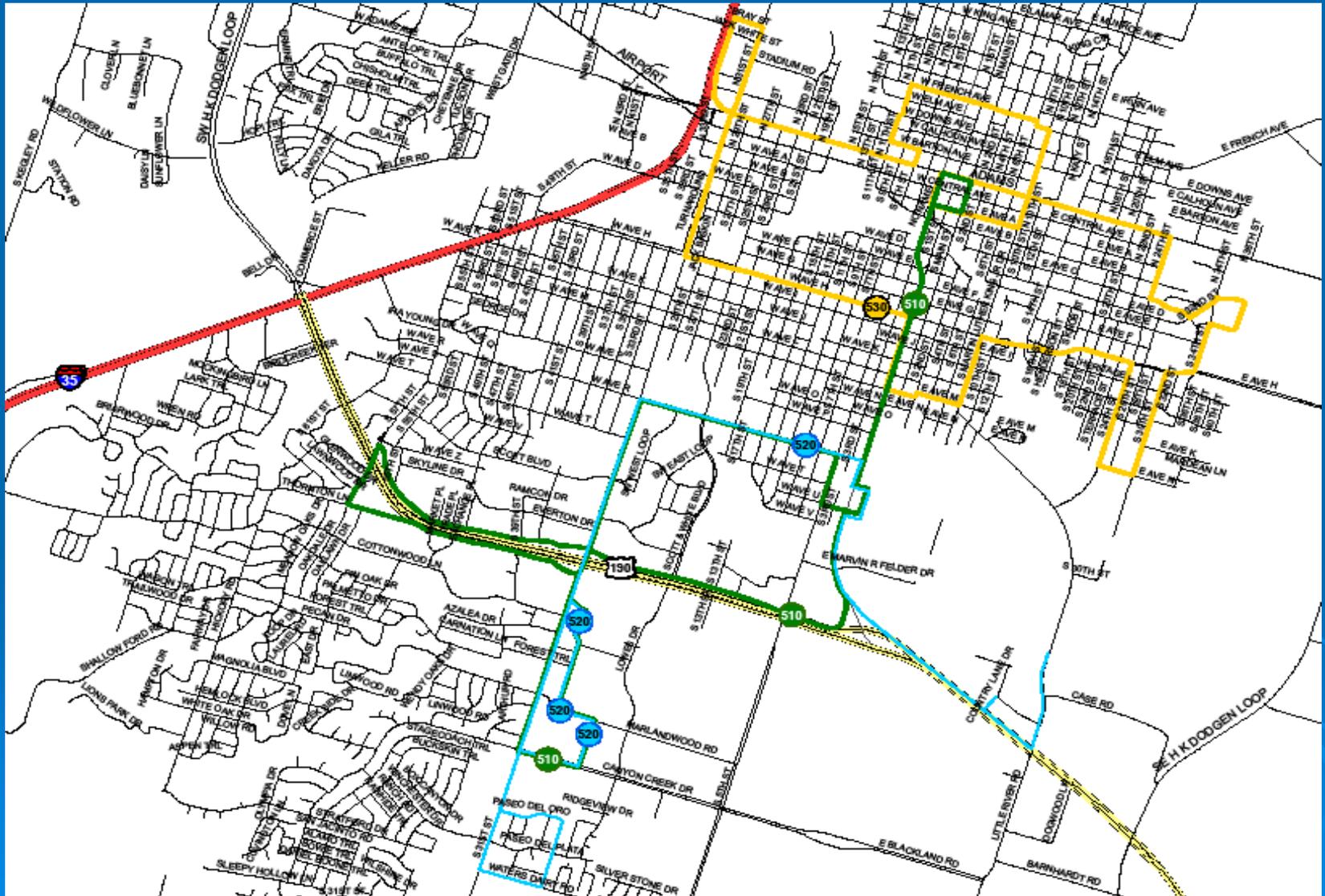


# Access to Temple/Belton

For example (the same trip can be made from CC Wal-Mart at 9:40, 11:40, 1:40, and 3:40):

- Transfer from 65 to 100 at CC Wal-Mart at 7:40 AM
- Transfer from 100 to 4 in downtown Killeen at 8:15 AM
- Transfer from 4 to 200 at S&W in Killeen at 8:40
- Arrive Temple S&W about 9:30 and Temple VA at 9:40

# 510, 520, 530 - Temple

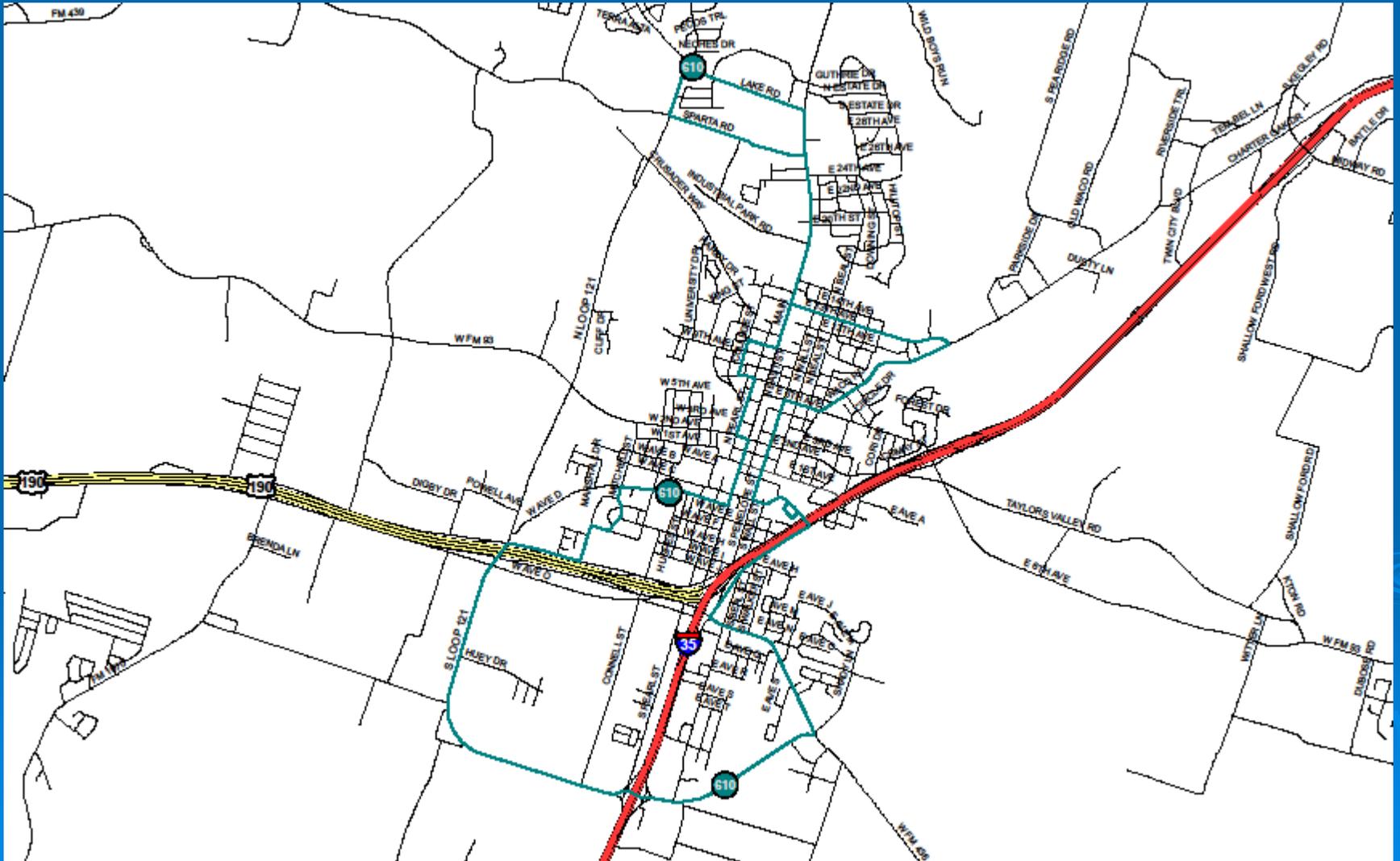


# Access to Temple/Belton

For returning from Temple (VA) – (The same trip can be made from Temple VA at 7:40, 9:40, 11:40, 1:40):

- Board Route 200 at VA at 3:40 PM
- Transfer from 200 to 4 at Killeen S&W Pharmacy at 4:40 PM
- Transfer from 4 to 100 in downtown Killeen at 5:15 PM
- Transfer from 100 to 65 at CC Wal-Mart at 5:40 PM

# 610 - Belton



# ADA Complementary Paratransit

The HOP also operates Special Transit Service (STS), which is a door-to-door service for those people who cannot use regular fixed route service because of a mental or physical disability. The Urban Divisions of The HOP provide more than 7,000 such trips each month

# FIXED ROUTE USE

	JAN 09		FEB 09		MAR 09		APR 09	
	PASS	RATIO	PASS	RATIO	PASS	RATIO	PASS	RATIO
Route 2	2975	11.1	3015	10.7	2968	9.3	2984	10.9
Route 4	5726	19.0	5700	19.1	5953	17.6	6196	20.2
Route 5	3049	11.3	2905	10.1	2889	8.9	2881	10.3
Route 35	2019	7.5	1978	7.8	2015	6.8	2247	8.0
Route 65	2003	8.3	2310	10.1	2378	9.0	2305	9.1
Route 100	1983	8.3	2113	9.3	2250	8.6	2256	9.0
Connector							472	1.8
Route 510	3529	13.5	3528	13.1	3578	11.7	3579	13.1
Route 520	499	2.6	559	3.7	602	3.4	657	3.9
Route 530	2636	9.4	2500	8.6	2835	8.7	2605	8.8
Route 610							292	1.1
<b>TOTAL</b>	<b>24419</b>	<b>10.5</b>	<b>24608</b>	<b>10.7</b>	<b>25468</b>	<b>9.7</b>	<b>26474</b>	<b>9.1</b>

# Special Transit Service

## KILLEEN URBAN DIVISION

	JANUARY 2009	FEBRUARY 2009	MARCH 2009	APRIL 2009	Y-T-D 2009
<b>TOTAL TRIPS PERFORMED</b>	4519	4304	4674	4828	18325
<b>NUMBER TRIPS DENIED</b>	0	0	0	0	0
<b>PERCENTAGE DENIED</b>	0%	0%	0%	0%	0%
<b>NUMBER LATE PICKUPS</b>	340	246	228	356	1170
<b>LATE DROP OFFS</b>	331	217	187	256	991
<b>PERCENTAGE LATE TRIPS</b>	15%	11%	9%	13%	12%
<b>TOTAL PASSENGERS</b>	4999	4776	5088	5238	20101
<b>TOTAL SERVICE HOURS</b>	2352	2316.6	2573.9	2684.9	9927.4
<b>PASSENGERS/HOUR</b>	2.1	2.1	2.0	2.0	2.0

# Special Transit Service

<b>TEMPLE URBAN DIVISION</b>	<b>JANUARY 2009</b>	<b>FEBRUARY 2009</b>	<b>MARCH 2009</b>	<b>APRIL 2009</b>	<b>Y-T-D 2009</b>
<b>TOTAL TRIPS PERFORMED</b>	3308	3164	3422	4941	14835
<b>NUMBER TRIPS DENIED</b>	0	0	0	0	0
<b>PERCENTAGE DENIED</b>	0%	0%	0%	0%	0%
<b>NUMBER LATE PICKUPS</b>	17	78	112	320	527
<b>LATE DROP OFFS</b>	4	18	25	43	90
<b>PERCENTAGE LATE TRIPS</b>	1%	3%	4%	7%	4%
<b>TOTAL PASSENGERS</b>	3650	3457	3749	5405	16281
<b>TOTAL SERVICE HOURS</b>	2025.8	1914	2099.4	2916.5	8955.7
<b>PASSENGERS/HOUR</b>	1.8	1.8	1.8	1.9	1.8





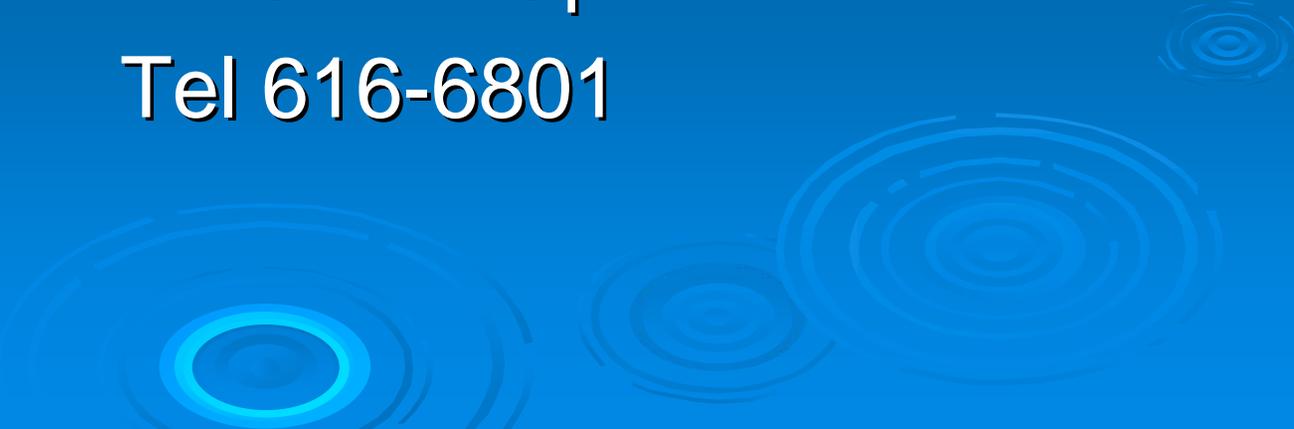
# Information

I am available to meet with groups for general discussion or to make presentations regarding HOP services. Please contact:

Robert S. Ator

Director of Urban Operations

Tel 616-6801

The background of the slide features several decorative elements consisting of concentric circles in shades of blue, resembling ripples in water. These circles are positioned in the lower half of the slide, with one large circle on the left and two smaller ones on the right.