



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

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

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **16th day of June 2009 at 7:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. INVOCATION AND PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. ANNOUNCEMENTS

E. PUBLIC RECOGNITION

1. Proclamation: Code Compliance Month – July 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 June 2, 2009 regular council meeting. ***Stefanie Brown, Deputy City Secretary***
2. Report and possible discussion for Target Stores "Early Childhood Reading Grant". ***Margaret Handrow, Library Director***
3. 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) 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program. **Tim Molnes, Police Chief**

4. Consideration and action to amend a previously adopted 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**
5. Consideration and action on award of a Bid for dry cleaning services for police uniforms. **Tim Molnes, Police Chief**
6. Consideration and action authorizing the City Manager to enter into an agreement with Hearn Engineering for professional services related to Walker Elementary area drainage. **Wesley Wright, P.E., City Engineer**
7. Consideration and action on award of a bid to the apparent low bidder, JL Construction, for the construction of a golf cart facility. **Danny Zincke, Assistant Director of Community Services**
8. Consideration and action on authorizing the City Manager to execute an agreement for a golf cart lease between the City of Copperas Cove / Hills of Cove Golf Course and Club Car Inc. **Danny Zincke, Assistant Director of Community Services**
9. Consideration and action on awarding a bid for the purchase of a Trailer Jockey Terminal Tractor. **Michael Mundell, Solid Waste Superintendent**
10. Consideration and action on authorizing the City Manager to enter into a professional services agreement with Grant Development Services to apply for a grant through the United States Department of Homeland Security, Federal Emergency Management Agency, Firefighters Fire Station Grant Program. **Mike Baker, Fire Chief**

H. PUBLIC HEARINGS/ACTION

1. Public Hearing and action on an ordinance amending Chapter 14 of the code of ordinances to include all applicable attachments; providing for a savings clause; and providing for an effective date. **Andrea M. Gardner, City Manager**

I. ACTION ITEMS

1. Consideration and action on appointment of new members to the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**

2. Consideration and action to fill expired terms and any current vacancies on the Planning and Zoning Commission. **Carl Ford, Director of Developmental Services**
 3. Consideration and action to fill expired terms and adjust existing terms on the Board of Adjustment. **Carl Ford, Director of Developmental Services**
 4. Consideration and action on an ordinance revising Chapter 2 of the Code of Ordinances, Section III, Division 2, Rules of Meetings and Order of Business; providing for a savings clause and declaring an effective date. **Andrea M. Gardner, City Manager**
 5. Consideration and possible action to provide clarification and establish a due date for items requested during the May 5, 2009 meeting of the City Council in the items for future agendas section. **Chuck Downard, Council Member Position 3**
 6. Consideration and action on authorizing the Copperas Cove Economic Development Corporation to execute a professional services agreement with Walker, Wiederhold, & Associates, LLC. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**
 7. Consideration and action on appointing a Council Member to serve on the CCEDC Bylaws and Economic Development Guidelines Committee. **Jerry Conner, Executive Director, Copperas Cove Economic Development Corporation**
- J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS – None.**
- 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 _____, June 12, 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**

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

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **16th day of June 2009**, at **5:30 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 Storm Drainage/Drainage Criteria Manual. **Wesley Wright, City Engineer**
2. Provide direction to the City Manager regarding the Storm Drainage/Drainage Criteria Manual. **Andrea M. Gardner, City Manager**

D. ADJOURNMENT

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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 _____, June 12, 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



PROCLAMATION

- WHEREAS,** The vision of the City of Copperas Cove is to foster the highest quality of life enabling all citizens to work, play and grow in a protected environment; and
- WHEREAS,** The City of Copperas Cove is known as the “City Built for Family Living”; and
- WHEREAS,** The City of Copperas Cove has a *Code of Ordinances* that includes laws that are ultimately for the welfare and benefit of the entire community; and
- WHEREAS,** The residents and property owners within the City of Copperas Cove are directly concerned with problems that affect the community; and
- WHEREAS,** The mission of the Code & Health Department is to promote public health and safety through education and training while ensuring compliance with Federal, State and City laws; and
- WHEREAS,** The Code & Health Department also strives to ensure that the city maintains quality living through a healthy, safe and esthetically pleasing environment; and
- WHEREAS,** The majority of all code compliance issues can be addressed and prevented through proactive public educational programs; and
- WHEREAS,** Each and every citizen is encouraged to help create, attractive neighborhoods and businesses throughout the year, and to learn more about how to keep their property free of code violations; and
- WHEREAS,** During the month of July 2009, the Code & Health Department will be emphasizing the importance of code compliance through proactive public education and continued enforcement.

NOW, THEREFORE, I, John Hull Mayor of the City of Copperas Cove, Texas do hereby proclaim the month of July 2009 as:

“Code Compliance Month”

in the City of Copperas Cove and let it be known that the City Council of the City of Copperas Cove supports the work of the members of the Copperas Cove Code & Health Department employees.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 16th day of June 2009.

John Hull, Mayor

ATTEST:

Lisa Wilson, Deputy City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
June 2, 2009 – 7:00 P.M.**

A. CALL TO ORDER

Mayor John 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. Mark Kemp, Senior Minister of the First Baptist 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
Miguel Matos, City Attorney
Stefanie Brown, Deputy City Secretary

D. ANNOUNCEMENTS

Council Member Downard announced that Cinergy Cinemas will be opening on June 14, 2009.

Council Member Stephens wished to thank the citizens for coming to the Boards & Commissions Reception.

Council Member Goode reminded the citizens of the City Wide Garage this weekend.

Council Member Seffrood stated the Walk for Life was successful.

E. PUBLIC RECOGNITION

1. Presentation: Recognition and farewell to Council Member Larry D. Sheppard, Position Two. **John Hull, Mayor**

Mayor Hull thanked Mr. Sheppard for the job he did while serving on the Council. In recognition of Mr. Sheppard's service to the City, Mayor Hull presented a "Western" platter to Council Member Larry D. Sheppard, which also contained an inscription commemorating his service on the City Council, July 11, 2006 to July 2, 2009, and a City of Copperas Cove flag.

Larry Sheppard stated that he enjoyed his 3 years on the council and the tax payers are the meaning of this city. He also said that the employees do a fine job but the tax payers are the ultimate people the council looks to. Mr. Sheppard thanked the council for his gifts.

2. Oath of Office: The Oath of Office will be administered to John Hull, Cheryl Meredith, and Charlie Youngs. **F. W. "Bill" Price, Municipal Court Judge**

F.W. "Bill" Price, Municipal Court Judge administered the oath of office to John Hull, Mayor; Cheryl Meredith, Council Member Position 1; Charlie Youngs, Council Member Position 2.

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

May 2009 Recipients: Paul Cuevas, Operator II Sewer Collection, 5 years; Ken Wilson, Director of Community Services, 5 years; Calvin Aplaca, Assistant Supervisor/Operator III Sewer Collection, 15 years.

4. Proclamation: Hillside Evangelical Methodist Church Anniversary Days. **John Hull, Mayor**

Mayor John Hull read the proclamation and presented it to Pastor Russ Cochran.

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.

Annie Hoffpauir, 416 Jeffery Lane. Memorial Day weekend Mrs. Hoffpauir was at the city cemetery with her daughter to place flowers on her husbands grave. The Bronze Veterans Marker was missing from his grave. Mrs. Hoffpauir called several people but was told it was a holiday weekend and she would have to wait until Tuesday. She called Tuesday morning and Ken Wilson went to the cemetery and found the marker. Mrs. Hoffpauir thanked Gene Vaughn, Charlie Youngs, Ken Wilson, and Jane Lees.

G. CONSENT ITEMS

1. Consideration and action on approval of minutes from the May 19, 2009 regular council meeting. **Jane Lees, City Secretary**

2. Financial Report for the Month ended April 30, 2009. **Wanda Bunting, Director of Financial Services**

3. Consideration and action on accepting 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 grant application for governing body review. **Tim Molnes, Police Chief**

4. Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for Fiscal Year beginning October 1, 2008. **Wanda Bunting, Director of Financial Services**

Council Member Seffrood made a motion to approve consent items G-1, G-2, G-3, and G-4. Council Member Downard seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION – None

I. ACTION ITEMS

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

John Hull, Mayor, gave an overview of agenda item I-1.

Council Member Meredith made a motion to appoint Frank Seffrood as mayor pro tem to serve for a period of one (1) year. Council Member Downard seconded the motion, and with a unanimous vote, motion carried.

2. Consideration and action to authorize the City Manager to execute a lease agreement with Diversified Lenders, Inc. for the lease purchase of the INCODE software. **Joseph R. Pace, Municipal Court Supervisor**

Joseph R. Pace, Municipal Court Supervisor, 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 ordinance amending Personnel Policy No. 120, Salary Program Administration. **Mike Baker, Fire Chief**

Mike Baker, Fire Chief, gave an overview of agenda item I-3.

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

The Ordinance caption is as follows:

ORDINANCE NO. 2009-11

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING PERSONNEL POLICY NO. 120, SALARY PROGRAM ADMINISTRATION.

4. Consideration and action on an ordinance amending Personnel Policy No. 120, Salary Program Administration. **James Trevino, Assistant Director of Public Works**

James Trevino, Assistant Director of Public Works, gave an overview of agenda item I-4.

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

The Ordinance caption is as follows:

ORDINANCE NO. 2009-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING PERSONNEL POLICY NO. 120, SALARY PROGRAM ADMINISTRATION.

5. Consideration and action on an ordinance amending Personnel Policy No. 120, Salary Program Administration. ***Ken Wilson, Director of Community Services***

Ken Wilson, Director of Community Services, gave an overview of agenda item I-5.

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

The Ordinance caption is as follows:

ORDINANCE NO. 2009-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING PERSONNEL POLICY NO. 120, SALARY PROGRAM ADMINISTRATION.

6. Discussion and action on an ordinance amending Chapter 3 of the Code of Ordinances repealing and deleting the portion of Article 1 Section 3-1 entitled "Administrative Officer"; amending Article I Section 3-1 Entitled "Animal Control Supervisor"; amending Article XI, Section 3-91 "Investigation of Attack"; adding Article XI Section 3-91-1 "Requirements for Owner of Dangerous Dog"; amending Article XI Section 3-92 "Administrative Hearing"; amending Article XI Section 3-93 "Violation of an Administrative Order"; providing for a savings clause; and providing for an effective date. ***Denton, Navarro, Rocha & Bernal, P.C., City Attorney***

Miguel Matos, City Attorney, gave an overview of agenda item I-6.

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

Council Member Palmer amended the motion to add that the animal control supervisor and his direct supervisor will make the determination of a dangerous animal. Council Member Stephens seconded the motion, and with a unanimous vote, motion carried.

The Ordinance caption is as follows:

ORDINANCE NO. 2009-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES REPEALING AND DELETING THE PORTION OF ARTICLE 1 SECTION 3-1 ENTITLED "ADMINISTRATIVE OFFICER"; AMENDING ARTICLE I SECTION 3-1 ENTITLED "ANIMAL CONTROL SUPERVISOR"; AMENDING ARTICLE XI, SECTION 3-91 "INVESTIGATION OF ATTACK"; ADDING ARTICLE XI SECTION 3-91-1 "REQUIREMENTS FOR OWNER OF DANGEROUS DOG"; AMENDING ARTICLE XI SECTION 3-92 "ADMINISTRATIVE HEARING"; AMENDING ARTICLE XI, SECTION 3-93 "VIOLATION OF AN ADMINISTRATIVE ORDER"; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS – None.

K. ITEMS FOR FUTURE AGENDAS

L. EXECUTIVE SESSION

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

The Council adjourned to Executive Session at 8:06 p.m.

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

The Council re-convened at 8:22 p.m. Mayor Hull announced that there was no action to be taken as a result of discussions that took place in Executive Session.

N. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 8:23 p.m.

John Hull, Mayor

ATTEST:

Stefanie Brown, Deputy City Secretary

LETTER OF AGREEMENT BETWEEN
THE CITY OF COPPERAS COVE
AND
GRANT DEVELOPMENT SERVICES, INC.

STATE OF TEXAS

§

COUNTY OF CORYELL

This Agreement, made and executed this _____ day of June, 2009 by and between the City of COPPERAS COVE, Texas acting through its duly authorized official Andrea Gardner, City Manager, hereinafter referred to as "CITY" and Grant Development Services, Inc., acting through its duly authorized official, J Gandolf Burrus, President, hereinafter referred to as "GDS", witnesseth:

Whereas the City desires to engage GDS to render professional services to prepare and submit an application for funding assistance to the Department of Homeland Security, Federal Emergency Management Agency for a Firefighters Fire Station Construction Grant (CFDA 97-115)

Now therefore, in consideration of the premises and mutual undertakings of the parties hereto and in conformity with all applicable statutes and ordinances, the parties hereto agree as follows:

1. TIME OF PERFORMANCE: The services to be provided by GDS shall commence upon execution of this Letter of Agreement. All services required and rendered under this agreement shall be completed by July 7, 2009. The services provided under this agreement shall terminate upon the final determination of funding agencies to fund or not fund the submitted applications.
2. SCOPE OF SERVICES: The Scope of Services provided by GDS shall consist of:
 - (a) Secure from city descriptions of the proposed construction project and identification of the proposed beneficiaries
 - (b) Secure from city cost estimates for the proposed project from city engineer or architect or Fire Chief
 - (c) Secure demographic data to support the application
 - (d) Coordinate all public notification activities;
 - (e) Prepare and submit the application for Fire Station Construction Grant funding
 - (f) Submit additional information as required
 - (g) Make oral presentations as required

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 Fire Chief J. Mike Baker
- (b) The City shall publish public notices as required.
- (c) The City shall be responsible for obtaining from an architect or engineer the technical specifications, illustrations, maps and cost estimates required for submission of the Fire Station Construction Grant application

4. COMPENSATION:

GRANT APPLICATION:

Professional Services: Fee for services described in the Letter of Agreement shall be provided for a lump sum fee of **\$2,200.00** (Two Thousand Two Hundred dollars).

Part One: **\$500.00** (Five Hundred dollars) shall be due at the time of the execution of this Letter of Agreement.

Part Two **\$1,700.00** (One Thousand Seven Hundred Dollars) shall be due at the time the completed Firefighters Fire Station Construction Grant application for funding is submitted to the Department of Homeland Security, Federal Emergency Management Agency

Hard Costs: Expenses incurred by GDS for submitting the applications (copies, postage, mileage, etc.) will be reimbursed by the City. The amount shall not exceed **\$500.00** (Five hundred dollars) per application.

GRANT COMMISSION/ ADMINISTRATION: If the Application **does not receive approval** by the funder, the City shall have no further financial obligations to GDS.

If the application **does receive approval** from the funder, The City shall pay GDS to a Professional Services fee equal to **5% (Five Per cent)** of the funds secured. The City shall pay this fee from local funds unless otherwise authorized by the grant.

- 5. **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.
- 6. **GDS RESPONSIBILITIES:** In addition to the obligations outlined Section 2 of this Letter of Agreement, GDS agrees to comply with all requirements and any and all applicable rules, laws, or regulations, Federal State and local. GDS shall assume full responsibility for payments of Federal, State and local taxes for compensation received for services performed under this Letter of Agreement.

7. TERMINATION OF AGREEMENT: Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail.
8. JURISDICTION: All obligations of the parties created under this Letter of Agreement shall be performable in Coryell County, Texas.

EXECUTED in duplicate originals this _____ day of June, 2009.

ATTEST:

Andrea Gardner, City Manager
For the City of COPPERAS COVE

Jane Lees, City Secretary
For the City of COPPERAS COVE

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

City of Copperas Cove City Council Agenda Item Report

June 16, 2009

Agenda Item No. G-10

Contact – Mike Baker, Fire Chief, 547-2514

mbaker@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on authorizing the City Manager to enter into a professional services agreement with Grant Development Services to apply for a grant through the United States Department of Homeland Security, Federal Emergency Management Agency, Firefighters Fire Station Grant Program.

1. BACKGROUND/HISTORY

The USDHS, FEMA, FFSG program allows for local entities to apply for and receive stimulus funding for approved projects including fire station construction. The City of Copperas Cove is currently in the process of relocating fire station 2 and these stimulus funds could result in a substantial savings to the taxpayers of the City of Copperas Cove.

2. FINDINGS/CURRENT ACTIVITY

The City of Copperas Cove would like to apply for this grant to possibly fund the Fire Station 2 Relocation project. Grant Development Services (GDS) has conducted grant writing services for the City of Copperas Cove in the past and are familiar with the City and staff. The deadline for the application is July 7th, 2009.

3. FINANCIAL IMPACT

The City of Copperas Cove would be required to pay GDS a sum not to exceed \$2,200 for the grant writing and reimburse GDS for actual expenses incurred a total not to exceed \$500. In addition, if the grant is successfully obtained, the City of Copperas Cove would pay GDS a commission of 5% of the amount obtained in the grant. The maximum allowable expenditures for this grant program is \$5,000,000.00. This caps the commission at \$250,000.00.

4. ACTION OPTIONS/RECOMMENDATION

City Staff recommends the City Council approve the authorization for the City Manager to enter into this letter of agreement for professional services to apply for the grant through the program outlined.

City of Copperas Cove City Council Agenda Item Report

June 16, 2009

Agenda Item No. G-2

Contact – Margaret Handrow, Library Director, 547-8958
mhandrow@ci.copperas-cove.tx.us

SUBJECT: Report and possible discussion for Target Stores “Early Childhood Reading Grant”.

1. BACKGROUND/HISTORY

Target funds programs that foster a love of reading and encourage young children, from birth through age nine, to read together with their families. Reading grants support programs such as library story times and family reading nights. Grant amounts average between \$1,000 and \$3,000.

2. FINDINGS/CURRENT ACTIVITY

Library will be applying for a \$3,000 grant. The grant funds will be used to purchase on-line subscriptions to the TumbleBook Library for \$399/year, TumbleReadables for \$499/year, the A to Z Maps Online for \$300/year, and a computer with headphones for \$1,800.

The TumbleBook Library, TumbleReadables, and A to Z Maps Online are unlimited access, accessible from any computer with Internet capability. These on-line subscriptions will enhance the library’s to service for children, young adult and home-schooling families. Attached documentation provides detailed information about the Target Stores Grant and the services being requested.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommendation is approval of grant application request.

TARGET STORES EARLY CHILDHOOD READING GRANTS

OVERVIEW

Reading is an essential element in a child's educational process. Reading grants are awarded to schools, libraries and nonprofit organizations, supporting programs such as weekend book clubs and after-school reading programs that foster a love of reading and encourage children, from birth through age 9, to read together with their families. Most grants average between \$1,000 and \$3,000.

EARLY CHILDHOOD READING:

Target funds programs that foster a love of reading and encourage children, ages birth through nine, to read together with their families. Reading grants support programs such as library story times and family reading nights.

PROPOSED ITEMS TO BE PURCHASED WITH GRANT FUNDS

TUMBLEBOOK LIBRARY:

An online collection of animated, talking picture books which teach kids the joy of reading in a format they'll love. TumbleBooks are created by adding animation, sound, music and narration to existing picture books in order to produce an electronic picture book which you can read, or have read to you. -- \$399/Year.

TUMBLEREADABLES:

Older students can read a growing collection of children's classics such as "Black Beauty", "Alice in Wonderland" and "Anne of Green Gables." TumbleReadables collection includes an innovative text size slider which allows the reader to adjust the text size which is right for him/her, making reading online fun and accessible. This growing collection of read-along titles which feature narration, sentence highlighting, and automatic page turning. -- \$499/Year.

A TO Z MAPS:

A to Z Maps provides fifteen major types maps ranging from general outline and political maps to a full span of thematic maps. Also available are NASA Earth Observatory Maps, NASA Animation Maps; Google Earth® "skins," US Geological Survey Maps, US Census Bureau Maps, and National Geospatial-Intelligence Agency Maps, and 2,700 flag images and icons. Educational activities, lesson plans, and glossaries are also provided to enhance the learning about the world around us. --\$300/Year

COMPUTER WITH HEADPHONES:

Program support for the items requested above for use by the public. --\$1,800

Target Grant Summary

TumbleBook Library	\$ 399.
TumbleReadables	\$ 499.
A to Z Maps Online	\$ 300.
Computer with Headphones	\$1,800.
Total Target Grant Request	\$3,000.

RESOLUTION NO. 2009-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE A GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS 2009 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CORYELL COUNTY AS TO THE DISTRIBUTION OF SUCH FUNDING WITH CORYELL COUNTY, AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS.

WHEREAS, the Bureau of Justice Assistance (BJA) through the Office of Justice Programs is authorized to administer the 2009 Edward Byrne Memorial Justice Assistance Grant (JAG). The purpose areas of the 2009 JAG funds are that they may be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contract support, information systems for criminal justice, and criminal justice related research and evaluation activities that will improve or enhance: law enforcement programs, prosecution and court programs, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation, and technology improvement programs, crime victim and witness programs (other than compensation); and

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

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

SECTION 1.

That the City Manager is authorized to execute a Memorandum of Understanding between the City and Coryell County allocating \$6,550 to the City and \$6,549 to Coryell County for a total of \$13,099 in available grant funding from the Bureau of Justice Assistance (BJA), Office of Justice Programs for the 2009 Edward Byrne Memorial Justice Assistance Grant (JAG).

SECTION 2.

That the City Manager is authorized to apply for and accept such funding in the amount of \$13,099 of which the City portion is \$6,540 and the Coryell County portion is \$6,549. No matching funds are required.

SECTION 3.

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

SECTION 4.

That the City of Copperas Cove will comply with the grant requirements of the Bureau of Justice Assistance (BJA), Office of Justice Programs 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) and the State of Texas and the conditions of the Memorandum of Understanding.

SECTION 5.

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

SECTION 6.

That the City of Copperas Cove, in the event of loss or misuse of the Bureau of Justice Assistance (BJA), Office of Justice Programs 2009 Edward Byrne Memorial Justice Assistance Grant (JAG), will reimburse the Bureau of Justice Assistance (BJA), Office of Justice Programs, the full amount of the City's portion of the grant award.

PASSED, APPROVED, AND ADOPTED on this 16th day of June 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

APPROVED AS TO FORM:

Jane Lees, City Secretary

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

THE STATE OF TEXAS
COUNTY OF CORYELL

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF COPPERAS COVE, TEXAS AND COUNTY OF CORYELL, TEXAS**

2009 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 8th day of June, 2009, by and between The COUNTY of CORYELL, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of COPPERAS COVE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of CORYELL County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 7, Texas Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to act as the fiscal agent for this grant and provide the COUNTY \$6,549 from the JAG award for the Coryell County Sheriff's Office Jail/Criminal Investigation Division Equipment and Technology Upgrade Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds in the amount totaling \$13,099.00.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$6,549 of JAG funds.

Section 2.

CITY will receive a total of \$6,550 of JAG funds.

Section 3.

COUNTY agrees to use \$6,549 for the Coryell County Sheriff's Office Jail/Criminal Investigation Division Equipment and Technology Upgrade Program until October 1, 2013.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

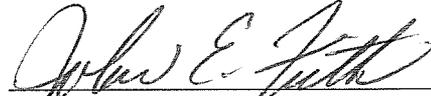
Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF COPPERAS COVE, TEXAS

COUNTY OF CORYELL, TEXAS

Andrea Gardner, City Manager



John E. Firth, County Judge

ATTEST:

ATTEST:

Jane Lees, City Secretary

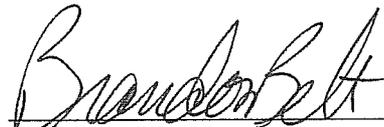


County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

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



Brandon Belt, County Attorney

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

City of Copperas Cove City Council Agenda Item Report

June 16, 2009

Agenda Item No. G-3

Contact – Tim Molnes, Police Chief, 547-4274

tmolnes@ci.copperas-cove.tx.us

SUBJECT: 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) 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

1. BACKGROUND/HISTORY

The Bureau of Justice Assistance (BJA), through the U.S. Department of Justice (DOJ) has announced the availability of funding through the 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

2. FINDINGS/CURRENT ACTIVITY

Funding from the 2009 Edward Byrne Memorial JAG is a direct type of funding and Copperas Cove was allocated funding in the amount of \$13,099. The City is not required to provide matching funds for the grant. Since Coryell County is classified as a "disparate" entity, it is ineligible for a direct funding JAG award and must be a signatory on the required Memorandum of Understanding (MOU) as a partner with the grant. Thus, Copperas Cove and Coryell County must agree on how to share the funding or agree not to share the funding. As such, the MOU satisfies the requirement. On May 8, 2009, Coryell County, through the Commissioner's Court, authorized County Judge John Firth to sign the MOU agreeing to split the funding in the grant, which provides the City with \$6,550 and Coryell County with \$6,549, and allows the City of Copperas Cove to act as the fiscal agent for the grant. City Council must now authorize the City Manager to sign the MOU to allow the grant application to be submitted and move forward.

As part of the process, the application must be made available for review by the governing body not fewer than 30 days before the application is submitted to the BJA. As indicated in the application process, if the 30-day governing body review process is not met, the application should be submitted prior to the application deadline. BJA will add a special condition to the award that will withhold grant funds until the documentation is submitted confirming the requirement has been met. The application deadline is July 9, 2009. The grant

application will be completed and submitted prior to the July 9th deadline and be presented to the City Council for review at the next regularly scheduled meeting set for July 7, 2009. After the process, BJA will be notified that the review has taken place.

Another part of the application process requires the City to provide an opportunity for the public to comment on the 2009 Edward Byrne Memorial JAG application. The manner in which the application process is completed is left to the applicant. Staff is satisfying the requirement by placing the notification of the grant application, the grant's purpose, and amount of funding available on the City's website, on Cable Channel 10, as well as a notice in the local newspaper. Members of the public wishing to comment may do so by calling, emailing, or visiting the Police Department.

The funding from the grant will be used for communication equipment. The funding will allow the purchase of lapel microphones.

3. FINANCIAL IMPACT

There is no financial impact associated with this process.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize Resolution No. 2009-27, and support the City Manager in the submission of a grant application to the U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) 2009 Edward Byrne Memorial Justice Assistance Grant (JAG) Program for a total of \$13,099, and authorize the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove and Coryell County.

RESOLUTION NO. 2009-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO APPLY FOR, ACCEPT, REJECT, ALTER OR TERMINATE A GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS, RECOVERY ACT: EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CORYELL COUNTY AND THE CITY OF GATESVILLE AS TO THE DISTRIBUTION OF SUCH FUNDING WITH CORYELL COUNTY AND THE CITY OF GATESVILLE, AND AUTHORIZING THE CITY MANAGER TO ACT ON THE CITY'S BEHALF TO ADMINISTER THE GRANT, AND PLEDGING THAT THE CITY OF COPPERAS COVE WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE BUREAU OF JUSTICE ASSISTANCE (BJA), OFFICE OF JUSTICE PROGRAMS.

WHEREAS, the Bureau of Justice Assistance (BJA) through the Office of Justice Programs is authorized to administer the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG). The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases; and

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

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

SECTION 1.

That the City Manager is authorized to execute a Memorandum of Understanding between the City of Copperas Cove, City of Gatesville and Coryell County allocating the total of \$67,840 in available grant funding from the Bureau of Justice Assistance (BJA), Office of Justice Programs for a Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG). The City of Copperas Cove will receive \$53,849, Coryell County will receive \$0 and the City of Gatesville will receive \$13,991.

SECTION 2.

That the City Manager is authorized to apply for and accept such funding in the amount of \$67,840 of which the City portion is \$53,849 for a computer expansion program, the City of Gatesville portion is \$13,991 for a vehicle purchase program and Coryell County portion is \$0. No matching funds are required.

SECTION 3.

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

SECTION 4.

That the City of Copperas Cove will comply with the grant requirements of the Bureau of Justice Assistance (BJA), Office of Justice Programs Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) and the State of Texas and the conditions of the Memorandum of Understanding.

SECTION 5.

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

SECTION 6.

That the City of Copperas Cove, in the event of loss or misuse of the Bureau of Justice Assistance (BJA), Office of Justice Programs Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG), will reimburse the Bureau of Justice Assistance (BJA), Office of Justice Programs, the full amount of the City's portion of the grant award.

PASSED, APPROVED, AND ADOPTED on this 16th day of June 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

APPROVED AS TO FORM:

Jane Lees, City Secretary

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

THE STATE OF TEXAS
COUNTY OF CORYELL

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF COPPERAS COVE AND GATESVILLE, TEXAS
AND COUNTY OF CORYELL, TEXAS**

RECOVERY ACT: JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 8th day of June, 2009, by and between The COUNTY of CORYELL, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITIES of COPPERAS COVE and GATESVILLE, acting by and through their governing body, the City Council, hereinafter referred to as CITIES, both of CORYELL County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 7, Texas Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITIES agree to provide the COUNTY \$ 0.00 from the JAG award for the Computer Expansion Program: and

WHEREAS, the CITIES and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

CITIES agree to pay COUNTY a total of \$ 0.00 of JAG funds.

Section 2.

The CITY OF COPPERAS COVE will receive \$ 53,849.00.

Section 3.

The CITY OF GATESVILLE will receive \$ 13,991.00.

Section 4

COUNTY agrees to use \$ 0.00 for the Computer Expansion Program until October 1, 2013.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 6.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITIES other than claims for which liability may be imposed by the Texas Tort Claims Act.

Section 7.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 8.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 9.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF COPPERAS COVE, TEXAS

CITY OF GATESVILLE, TEXAS

City Manager

City Manager

ATTEST:

ATTEST:

City Secretary

City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

COUNTY OF CORYELL, TEXAS



County Judge

ATTEST:



County Clerk

APPROVED AS TO FORM:



County Attorney

*By law, the County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

City of Copperas Cove

City Council Agenda Item Report

June 16, 2009

Agenda Item No. G-4

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

SUBJECT: Consideration and action to amend a previously adopted 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.

1. BACKGROUND/HISTORY

On May 5, 2009, during the regular City Council meeting, the City Council authorized Resolution No. 2009-23 supporting the City Manager in the submission of a grant application 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 for a total of \$53,849, authorized the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove and Coryell County, and also authorizing the City Manager to sign the *Certification as to Recovery Act Reporting Requirements* document.

2. FINDINGS/CURRENT ACTIVITY

On May 5, 2009, City staff was notified by the U.S. Department of Justice that our jurisdiction includes Coryell County, the City of Copperas Cove and the City of Gatesville and, as our jurisdiction is certified as a disparate jurisdiction, a joint application must be filed rather than separate applications by the three entities to share the \$67,840 of available grant funds. Furthermore, with the filing of a single joint application, the Memorandum of Understanding must include all three entities rather than the two entities as indicated in the original Memorandum of Understanding. The City of Copperas Cove, who will be acting as the fiscal agent for this application, is combining the two applications into one and will be submitting a single application for funding. The City of Copperas Cove is applying for a total of \$53,849, the City of Gatesville is applying for \$13,991 and Coryell County is waiving any funding under this grant and instead is supporting the grant submitted as indicated by the Memorandum of Understanding that was approved by the Coryell County Commissioners Court on June 8, 2009. The program/purpose of our original application has not changed.

3. FINANCIAL IMPACT

There is no financial impact associated with this process.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize amending Resolution No. 2009-23 and accept Resolution No. 2009-28 authorizing and supporting the City Manager in the submission of a grant application 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 and also authorize the City Manager to execute a Memorandum of Understanding between the City of Copperas Cove, the City of Gatesville and Coryell County.

2009-10-42 Dry Cleaning Police Uniforms Re-Bid		BEST CLEANERS			HOLIDAY CLEANERS		ZIP CLEANERS	
	Est. Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	
Long Sleeve Shirts	3375	\$ 1.35	\$ 4,556.25	\$ 3.65	\$ 12,318.75	\$ 2.50	\$ 8,437.50	
Short Sleeve Shirts	3375	\$ 1.35	\$ 4,556.25	\$ 3.65	\$ 12,318.75	\$ 2.50	\$ 8,437.50	
Trousers	6750	\$ 1.35	\$ 9,112.50	\$ 3.90	\$ 26,325.00	\$ 2.50	\$ 16,875.00	
Jacket/Outer Shell	112	\$ 3.75	\$ 420.00	\$ 6.50	\$ 728.00	\$ 5.00	\$ 560.00	
Jacket/Liner	112	\$ 1.25	\$ 140.00	\$ 3.75	\$ 420.00	\$ -	\$ -	
			\$ 18,785.00		\$ 52,110.50		\$ 34,310.00	
Estimated Cleaning Time		24 - Hours			2 - Days		1-2 Days	

Cleaning as a set.	Est. Qty	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Long Sleeve & Trousers	3375	2.70	\$ 9,112.50	\$ 7.55	\$ 25,481.25	\$ 5.00	\$ 16,875.00
Short Sleeve & Trousers	3375	2.70	\$ 9,112.50	\$ 7.55	\$ 25,481.25	\$ 5.00	\$ 16,875.00
Jackets	112	5.00	\$ 560.00	\$ 10.25	\$ 1,148.00	\$ 5.00	\$ 560.00
			\$ 18,785.00		\$ 52,110.50		\$ 34,310.00

City of Copperas Cove

City Council Agenda Item Report

June 16, 2009

Agenda Item No. G-5

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

SUBJECT: Consideration and action on award of a Bid for dry cleaning services for police uniforms.

1. BACKGROUND/HISTORY

During the FY 2008/2009 budget process, funds in the amount of \$58,320 were approved by City Council allowing the Police Department to implement a dry cleaning service for Police Uniforms.

2. FINDINGS/CURRENT ACTIVITY

City staff advertised for bid on February 13, 2009, and February 20, 2009. Invitations to bid and bid specifications were distributed to local vendors. On March 5, 2009, all bids that were received were opened. At the April 21, 2009 Council Meeting approval was received to reject all bids and re-bid.

City staff advertised for re-bid on May 5, 2009 and May 12, 2009. Invitations to bid and bid specifications were distributed to local vendors. On May 20, 2009, all bids that were received were opened. Bids were received from An's Cleaners of Copperas Cove, Texas, Best Cleaners of Copperas Cove, Texas, Cove Cleaners of Copperas Cove, Texas, Holiday Cleaners of Copperas Cove, Texas and Zip Cleaners of Copperas Cove, Texas. An's Cleaners and Cove Cleaners withdrew their bids due to errors in the submitted bids. A list of the bids is attached for Council review.

3. FINANCIAL IMPACT

The recommended bid is within the budgeted amount. No negative financial impact will result from the purchase.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends awarding Bid No. 2009-10-42, for dry cleaning services for police uniforms to the low bidder, Best Cleaners.

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:

Walker Elementary Drainage Project

Scope/Intent and Extent of Services:

The project includes the site grading of the Walker Elementary field and drainage improvements to minimize the existing flooding of two residences on Dennis Street.

PRELIMINARY

\$4,500

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 School construction plans and Right-of-Way maps; existing easement maps and documents;
- 2) Develop storm water flows based upon design criteria provided by the City.
- 3) Survey and calc site using the benchmarks provided by the City.
- 4) Produce a base contour map

B. PRELIMINARY DESIGN

- 1) Meet with City and School District to discuss the preferred improvements.
- 2) Prepare preliminary drawings of the proposed improvements.
- 3) Develop preliminary opinion of probable cost.
- 4) Submit to City for review.

FINAL DESIGN AND BIDDING

A. FINAL DESIGN / CONSTRUCTION DOCUMENT PREPARATION

\$1,500

- 1) Prepare final construction plans including drawings and detail sheets.
- 2) Prepare bid proposal with quantities and specifications.
- 4) Submit plans and specifications to City for review.
- 5) Revise plans to incorporate City / School District comments.
- 6) Assemble bid documents with abbreviated contract documents from City Legal Department.

B. BIDDING PROCESS

\$1,000

- 1) Provide five 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) 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)

Hourly

A. CONSTRUCTION ADMINISTRATION

- 1) Perform periodic site visits to monitor and document that work conforms to plans and spec's.
- 2) Conduct final inspection of project with the City's inspector and Project Manager.
- 3) Provide City with recommendation of final acceptance once punch list items are 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 \$7,000.00. Work will be invoiced monthly.

Special Conditions:

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.

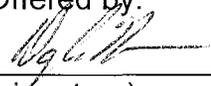
Ownership of Documents:

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:



 (signature) 5/13/09 (date)

Douglas Hearn, P.E., R.P.L.S. 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

June 16, 2009

Agenda Item No. G-6

Contact – Wesley Wright, P.E., City Engineer, 547-0751

wwright@ci.copperas-cove.tx.us

SUBJECT: Consideration and action authorizing the City Manager to enter into an agreement with Hearn Engineering for professional services related to Walker Elementary area drainage.

1. BACKGROUND/HISTORY

In recent years several homes along Dennis Street in Walker Place have flooded. Storm water runoff from Martin Walker Elementary School and the surrounding areas converges at the southwest corner of the school. There is no defined route for the water to enter the drainage system.

2. FINDINGS/CURRENT ACTIVITY

In an effort to have the project constructed with minimal disruption to outdoor school activities, staff is recommending the design phase for the project be authorized for completion. City staff expects the project to be ready for bid award prior to the start of the 2009/2010 school year.

3. FINANCIAL IMPACT

The proposal submitted by Hearn Engineering for completing the surveying, design, and engineering for drainage improvements includes fees not to exceed \$7,000. Sufficient funding existing from October 2008 Tax Notes to fund this work.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends authorizing the City Manager to enter into an Agreement with Hearn Engineering for professional services related to Walker Elementary area drainage.

2009-08-74 - Hills of Cove Golf Cart Storage Facility Re-Bid

	Total Base Bid	Alternate Base Bid #1	Alternate Base Bid #2	Total Bid/No Alternates
J L CONSTRUCTION	\$ 66,400.00	\$ (5,500.00)	\$ (950.00)	\$ 66,400.00
METATE CONSTURCTION	\$ 79,950.00	\$ (8,500.00)	\$ (400.00)	\$ 79,950.00
RKJ CONSTRUCTORS	\$ 68,848.00	\$ (10,000.00)	\$ (600.00)	\$ 68,848.00

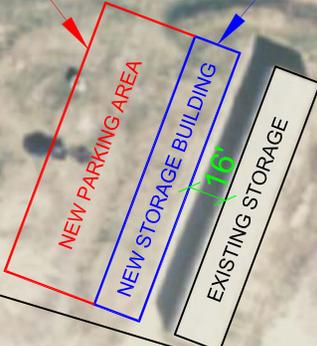


Driving Range



New Parking Area
120' X 40'

New Golf Storage Bld.
120' X 20'



GOLF COURSE RD.

HAWK TR.

HILLS OF COVE
GOLF COURSE
(PRO SHOP)

DATE: May 27, 2009
 REVISION:
 N/A
 SCALE: 1" = 80'
 DESIGNED BY: City of Copperas Cove, TX
 DRAWING FILE: New Cart Storage-2a.pdf
 SHEET: 2 of 2

NEW GOLF CART STORAGE FACILITY

SITE PLAN

CITY OF COPPERAS COVE

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

City of Copperas Cove City Council Agenda Item Report

June 16, 2009

Agenda Item No. G-7

Contact – Danny Zincke, Assistant Director of Community Services, 535-4809
dzinke@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on award of a bid to the apparent low bidder, JL Construction, for the construction of a golf cart storage facility.

1. BACKGROUND/HISTORY

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

The course has maintained a waiting list for cart sheds for the past several years, and currently has 29 members on the waiting list; with four more expected, upon completion of the project. With all 32 units rented the shed would generate \$18,400 annually at the current rate of \$575 per unit per year. Fully rented the project would generate enough revenue to cover the cost of construction in 3.6 years.

2. FINDINGS/CURRENT ACTIVITY

City staff advertised for bid on May 15, 2009 and May 22, 2009 and conducted the bid opening on June 3, 2009 at 3:00 pm.

Invitations to bid and specifications were distributed to eight vendors. Bids were received from JL Construction of Gatesville Texas, Metate Construction of Austin Texas, and RKJ Construction of Lampasas Texas.

The attached bid tabulation indicates JL Construction as the apparent Low bidder with a bid of \$ 66,400. Other bids included Metate Construction's bid of \$79,950 and RKJ Construction's bid of \$68,848.

3. FINANCIAL IMPACT

The funds for construction of the golf cart facility project were approved in the May 2008 tax note issuance in the amount of \$80,000. The apparent low bid of \$66,400 would leave a balance of \$13,600 for contingency.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends awarding Bid No. 2009-08-74 for the construction of a golf cart storage facility to the apparent low bidder, J L Construction of Gatesville Texas.



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
	SELECTED OPTIONS & ACCESSORIES		
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	FREIGHT, INSTALLATION & DELIVERY	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
Terms	F.O.B.	Approx. Delivery Date	Shipped Via
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
Terms	F.O.B.	Approx. Delivery Date	Shipped Via
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: _____



CLUB CAR® LIMITED LIFETIME WARRANTY FOR 2007 FLEET GOLF CARS

1. WARRANTY:

CLUB CAR, INC., ("CLUB CAR") hereby warrants to the Original Retail Fleet Purchaser or Original Retail Fleet Lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions contained in this limited warranty, that its new 2007 Model DS Golf Car purchased from CLUB CAR or an authorized distributor or dealer shall be free from defects in material and workmanship under normal use and service as a golf car for the periods stated below, subject to the provisions, limitations, and exclusions contained in this limited warranty.

LIMITED LIFETIME WARRANTY: The golf car frame (excluding the front and rear bumper mounts), rack and pinion steering gearbox unit and suspension system (defined as the shock absorbers, shock mounts, A-plates, leaf springs, shackles and associated hardware) are warranted for the lifetime of the vehicle with respect to parts and labor against defects in material and workmanship from the date of purchase while owned by the Original Retail Fleet Purchaser or in the possession of the Original Retail Fleet Lessee.

LIMITED THREE YEAR WARRANTY: The gasoline engine, torque converter (drive and driven), unitized transaxle, starter generator, transaxle (electric vehicle) and electric motor are warranted for a period of three years with respect to parts and labor against defects in material and workmanship from the date of purchase while owned by the Original Retail Fleet Purchaser or in the possession of the Original Retail Fleet Lessee.

LIMITED TWO YEAR WARRANTY: All remaining components of the golf car not specified otherwise, except options and accessories, are warranted for a period of two years with respect to parts and labor against defects in material and workmanship from the date of purchase while owned by the Original Retail Fleet Purchaser or in the possession of the Original Retail Fleet Lessee.

LIMITED ONE YEAR WARRANTY: All original equipment options and accessories supplied by CLUB CAR are warranted with respect to parts and labor against defects in material and workmanship for a period of one year from the date of purchase while owned by the Original Retail Fleet Purchaser or in the possession of the Original Retail Fleet Lessee. This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed above for the periods specified. Such repair labor shall be performed only by CLUB CAR, its authorized distributors or dealers, or a service agency approved by CLUB CAR. IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

2. EXCLUSIONS:

Excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), spark plugs, light bulbs, lubricants, trim pieces, seats, routine wear items such as the charger plug and receptacle, brake shoes, belts, brushes, bushings, engine mounts, mats and pads, maintenance adjustments, cosmetic deterioration, and items which deteriorate or fail due to exposure or ordinary wear and tear. Batteries, battery charger, onboard computer, and solid-state speed controller are covered under separate CLUB CAR warranties. Also excluded from any CLUB CAR warranty is damage to a golf car or component resulting from a cause other than a defect including unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment, overloading, accident, alteration, abuse or neglect. Transportation expenses for warranty services are also excluded from this warranty.

3. VOIDING OF WARRANTY:

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE GOLF CAR IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE CAR INVOLVED SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

4. SOLE REMEDY:

CLUB CAR's liability under this limited warranty, or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the golf car or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new golf car or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the golf car or component thereof at no cost to the purchaser during the applicable limited warranty period. If CLUB CAR elects to repair the golf car, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

5. HOW TO MAKE A WARRANTY CLAIM:

To make a warranty claim under this limited warranty, you must present the golf car or defective component to an authorized CLUB CAR distributor or dealer or send the defective component, freight prepaid, to WARRANTY SERVICES, CLUB CAR, INC., 4125 Washington Road, Evans, Georgia 30809, U.S.A., 706-863-3000.

6. DEFINITIONS:

For the purpose of this warranty, an Original Retail Fleet Purchaser is the original purchaser of the golf car who is in the business of owning or operating golf courses and who purchases such golf car for the purpose of renting it to golf players for use on such courses. An Original Retail Fleet Lessee is the first enduser of the golf car who is in the business of owning and operating golf courses and who leases such golf car for the purpose of renting it to golf players for use on such golf courses. In the event the golf car is purchased or leased by any entity for the purpose of leasing it to an Original Retail Fleet Lessee, then this limited warranty shall extend only to the first Original Retail Fleet Lessee, and not to such entity or to any subsequent lessee of the golf car.

7. DISCLAIMER:

THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS OR TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE GOLF CAR OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

8. NO CONSEQUENTIAL DAMAGES:

IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE GOLF CAR, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

9. INFORMATION:

For further information contact WARRANTY SERVICES, CLUB CAR, INC., P.O. Box 204658, Augusta, Georgia 30917-4658, U.S.A., 706-863-3000.

10. WARNING:

Any modification or alteration of any golf car beyond factory specifications, including those that affect the weight distribution, stability, or speed of the golf car, can cause serious personal injury or death.



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:

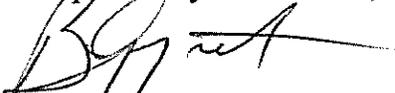
1. Warranty: 36 month warranty on parts & labor. 36 holes per day battery performance guarantee. 24 months on added options. E-Z-GO service, maintenance, testing & record keeping guidelines to be observed.
2. With approved contract, an early roll out of lease available.
3. E-Z-GO technician to make service 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

Golf Cart Fleet Option Comparison

Estimated Financial Impact Per Fiscal Year

	2008-2009	2009-2010	2010-2011	20011-2012	2012-1013
New Club Car Lease	\$ 5,670.00	\$ 34,020.00	\$ 34,020.00	\$ 34,020.00	\$ 28,350.00
New E-Z-GO Lease	\$ 6,383.00	\$ 38,302.00	\$ 38,302.00	\$ 38,302.00	\$ 31,919.00
Purchasing of Existing Fleet	\$ 45,000.00	\$ 33,562.50	\$ 33,562.50	\$ 33,562.50	\$ 18,562.50
Purchasing a new Fleet	\$ 165,465.00				\$ 22,500.00

Breakdown of Current Lease Buyout

Ballon Payment	\$ 45,000.00
Batteries Spread Over Three Years	\$ 45,000.00
Tires	\$ 6,750.00
Annual Maintenance (Year 4-8)	\$ 67,500.00
Total Cost Over Four Year Period	\$ 164,250.00

*45 sets of 6 at \$1,000.00
 * 2 per cart 90 total at \$75.00

*Annual Maintenance at \$500.00 per cart (\$42.00 per car/per month) includes At shop hourly labor fee of \$70.00 per hour; trip charges; chargers run \$250.00 each board computer) that run \$400.00 each, bushings, body panels, seats, etc..

** Maintenance numbers provided by Club Car based on historical data of the DS Model once fleet exceeds warranty period.

Total Cost	
\$	136,080.00
\$	153,208.00
\$	164,250.00
\$	187,965.00

Authorized Dealer
h;controllers (on

LIMITED LIFETIME WARRANTY FOR 2009 PRECEDENT™ BY CLUB CAR®

WARRANTY: CLUB CAR, INC., (CLUB CAR) hereby warrants its new 2009 Precedent golf car purchased from CLUB CAR or an authorized distributor, dealer, or agent shall be free from defects in material and workmanship under normal use and service for the period as stated in years below, as terms are defined herein, and subject to the provisions, limitations and exclusions contained in this warranty.

	I2L	I2	V4
VEHICLE MAIN FRAME	LIFETIME*		
SUSPENSION defined as Steering Gearbox, Steering Column, Shocks, and Leaf Springs.	4	4	4
MAJOR ELECTRONICS defined as Onboard Computer (OBC), Solid State Speed Controller, and Battery Charger.	4	4	4
DEEP CYCLE BATTERY Four Years or 1000 Rounds or 20,000 Energy Units (EU's) as recorded by the OBC, whichever first occurs.	4	4	4
PEDAL GROUP defined as Pedal Group Mechanical Assembly, Brake Cluster Assemblies, and Brake Cables.	4	4	4
SEATS defined as Seat Bottom, Seat Back, and Arm Rest.	4	4	4
CANOPY SYSTEM defined as Canopy, Rear Canopy Supports, Drainage System and Structural Accessory Module.	4	4	4
POWERTRAIN defined as Gasoline Engine, Electric Motor, Gasoline and Electric Transaxle, Starter Generator, Air Intake, Exhaust System, and Torque Converter (Drive and Driven).	3	3	3
BODY GROUP defined as Beauty Panels, and Front and Rear Underbody.	3	3	3
ALL REMAINING COMPONENTS defined as Solenoid, MCOR, GCOR, Limit Switches, Voltage Regulator, F&R Switch, and Options, and Accessories supplied by CLUB CAR, including components not specified otherwise.	2	2	2

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

EXCLUSIONS:

Excluded from any CLUB CAR warranty is damage to a golf car or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident & collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment, non-approved alteration, and acts of God. Also excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as the charger plug and receptacle, brake shoes, belts, brushes, bushings, drive buttons, cosmetic deterioration, and items which deteriorate, fade or fail due to exposure or ordinary wear and tear.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY:

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE GOLF CAR IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE CAR TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE CAR INVOLVED SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

SOLE REMEDY:

CLUB CAR's liability under this limited warranty, or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the golf car or

component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new golf car or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the golf car or component thereof at no cost to the purchaser during the applicable limited warranty period. If CLUB CAR elects to repair the golf car, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

DISCLAIMER:

THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS OR TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE SOLE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE GOLF CAR OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, DISTRIBUTOR OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

NO CONSEQUENTIAL DAMAGES:

IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE GOLF CAR, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

In the event that another pre-printed warranty document and/or certificate offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply with respect to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

INFORMATION:

For further information contact WARRANTY SERVICES, CLUB CAR, INC., P.O. Box 204658, Augusta, Georgia 30917-4658, U.S.A., 706-863-3000.

WARRANTY TRANSFER:

The original owner shall have the right to transfer any remaining warranty coverage to one subsequent purchaser only. In order for the original owner to transfer any remaining warranty coverage to a subsequent purchaser, the vehicle must be re-registered by an Authorized Club Car Distributor or Dealer with the Warranty Department at Club Car, Inc. Such transfer must take place within the first three years of the original in service date of the vehicle. *The Limited Lifetime section of the warranty coverage applies to the original purchaser or lessee only, and the subsequent purchaser will only have a four-year coverage period based on the original in service date. No transfers of any remaining warranty coverage shall be permitted by any subsequent purchasers.

WARNING:

Any modification or alteration of any golf car beyond factory specifications, including those that affect the weight distribution, stability, or speed of the golf car, can cause serious personal injury or death.

City of Copperas Cove City Council Agenda Item Report

June 16, 2009

Agenda Item G-8

Contact – Danny Zincke, Assistant Director of Community Services, 535-4809
dzincke@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on authorizing the City Manager to execute an agreement for a golf cart lease between the City of Copperas Cove / Hills of Cove Golf Course and Club Car Inc.

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.

Attached is a comparison between the option to buy the existing fleet, purchase a new fleet, or taking one of the lease options.

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.

2009-09-91 Solid Waste Transfer Trailer Spotter Truck Bid		<i>Capacity of Texas, Inc.</i>		<i>Metro Airport Truck</i>			
	Est. Qty	Unit Price	Total Price	Unit Price	Extended Price		
Price for Transfer Trailer Spotter Truck as specified	1	\$ 67,467.00	\$ 67,467.00	\$ 70,990.48	\$ 70,990.48		
Alternate Bid 1: Price for DOT certified Transfer Trailer Spotter Truck.	1	\$ 74,183.00	\$ 74,183.00	\$ 79,478.04	\$ 79,478.04		
Alternate Bid 2: Price for Extended Warranty. If necessary attach list.	1 yr	\$ 900.00	\$ 900.00	\$ -			
	2 yr	\$ 1,750.00	\$ 1,750.00	\$ -			
Estimated Delivery Time	60-75 days = 7.5 Weeks			September 01, 2009			

City of Copperas Cove City Council Agenda Item Report

June 16, 2009

Agenda Item No. G-9

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

SUBJECT: Consideration and action on awarding a bid for the purchase of a Trailer Jockey Terminal Tractor.

1. BACKGROUND/HISTORY

With the approval of the 2008A tax note issuance the Solid Waste Department was authorized to purchase a new Trailer Jockey Terminal Tractor to replace a twenty year old well used model currently in service. The vehicle will be used to move the transfer trailers into position at the Transfer Station. From May 12, 2009 to June 3, 2009 Bid No. 2009-09-91 was open to advertise the City's desire to purchase a 2008 or newer transfer trailer spotter truck.

2. FINDINGS/CURRENT ACTIVITY

Six different vendors were sent a bid packet; two bids were received and they were opened on June 3, 2009. One from Metro Airport Truck, Taylor, Michigan for a sum of \$79,478.04, and one from Capacity of Texas Inc. Longview, Texas for the sum of \$67,967.

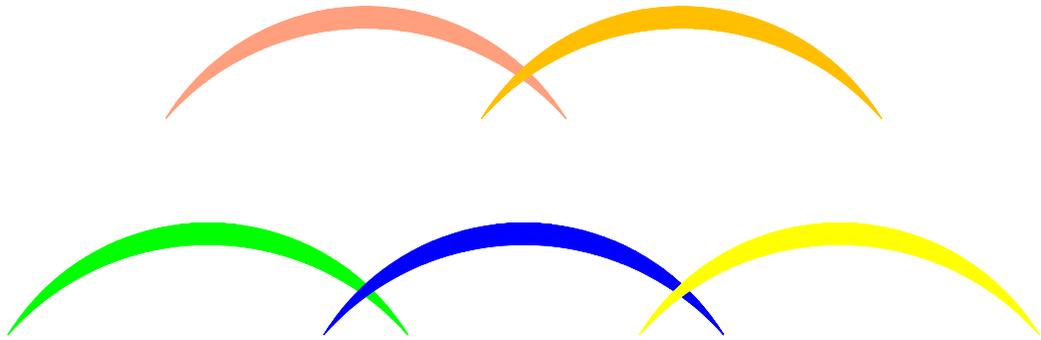
3. FINANCIAL IMPACT

The Trailer Jockey Terminal Tractor will be purchased utilizing the 2008A Tax Note issuance from account number 81-4430-9500-8400

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council award Bid No. 2009-09-91 for the purchase of a Trailer Jockey Terminal Tractor from Capacity of Texas in the amount of \$67,967.

**CITY OF COPPERAS COVE,
TEXAS**



COPPERAS COVE

**PROPOSED
OIL & GAS ORDINANCE**

June 16, 2009

OIL & GAS ORDINANCE COMMITTEE MEMBERS

Ms. Andrea Gardner, CPM – City Manager

Mr. Charles Zech – Attorney – Denton, Navarro, Roche & Bernal, PC

Mr. Gregg Owens – Attorney – Hays & Owens, PC

Mr. James Blackwell, P.E. – Engineer – Blackwell Environmental, LLC

Mr. Tim Molnes – Police Chief

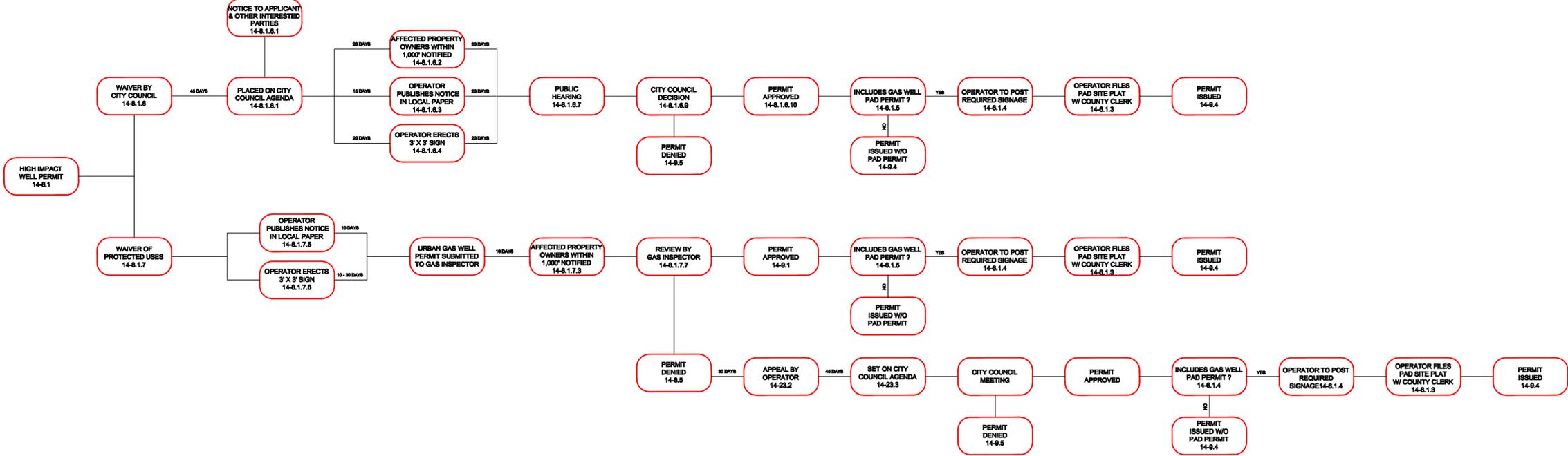
Mr. Mike Baker – Fire Chief

Mr. Mike Morton – Chief Building Official

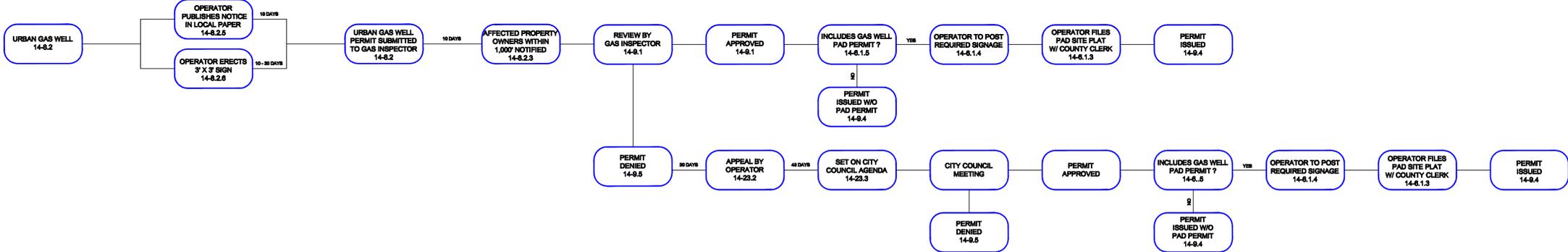
Mr. Carl Ford – City Planner

CITY OF COPPERAS COVE GAS WELL PERMIT PROCESS

HIGH IMPACT WELL PERMIT APPLICATION



URBAN GAS WELL PERMIT APPLICATION



RURAL GAS WELL PERMIT APPLICATION

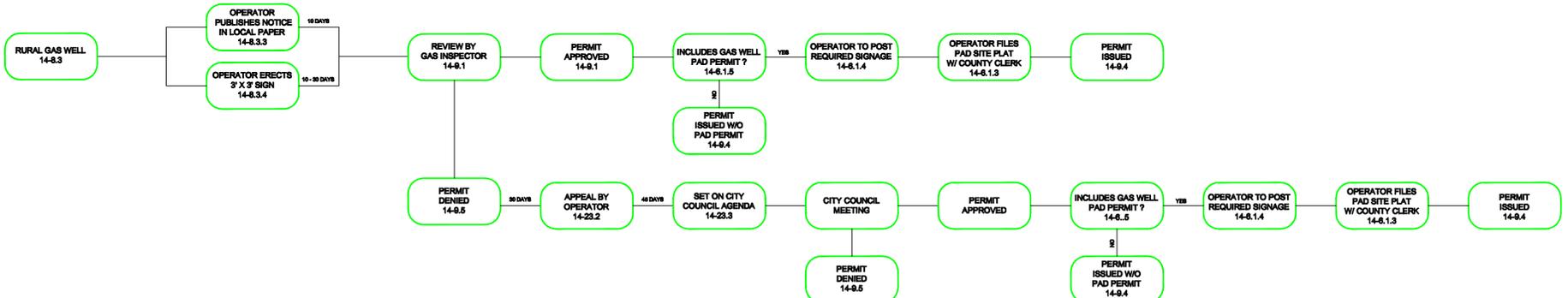


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OIL & GAS WELL ORDINANCE 2009-16

14-1. PURPOSE

- 14-1.1. The purpose of this ordinance is to establish reasonable and uniform limitations, safeguards and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of gas and other substances produced in association with gas within the City to protect the health, safety and general welfare of the public; minimize the potential impact to property and mineral rights owners, protect the quality of the environment and encourage the orderly production of available mineral resources

14-2. DEFINITIONS

- 14-2.1. All technical industry words or phrases related to the drilling and production of gas wells not specifically defined in this Ordinance shall have the meanings customarily attributable thereto by prudent and reasonable gas industry Operators. The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- 14-2.1.1. **Abandonment** means "abandonment" as defined by the Texas Railroad Commission and includes the plugging of the well and the restoration of any well site as required by this Ordinance.
- 14-2.1.2. **API** means the American Petroleum Institute.
- 14-2.1.3. **Ambient noise level** means the all encompassing noise level associated with a given environment, being a composite of sounds from all sources at the location, constituting the normal or existing level of environmental noise at a given location.
- 14-2.1.4. **Blowout preventer** means a mechanical, hydraulic, pneumatic or other device or combination of such devices secured to the top of a well casing, including valves, fittings and control mechanisms connected therewith, which can be closed around the drill pipe, or other tubular goods which completely close the top of the casing and are designed for preventing blowouts.
- 14-2.1.5. **Bradenhead** - A device that is used during innerstring grouting or pressure grouting operations. The bradenhead is situated at the top of the well casing, where it allows a drill pipe to be extended into the well while the well head is sealed and the annulus between the well casing and drill pipe is pressurized. Also termed **casing head, cement head, or largen head.**

- 14-2.1.6. **Building** means any structure used or intended for supporting or sheltering any use or occupancy. The term "building" shall be construed as if followed by the words "or portions thereof".
- 14-2.1.7. **Cathodic protection** means an electrochemical corrosion control technique accomplished by applying a direct current to the structure that causes the structure potential to change from the corrosion potential to a protective potential in the immunity region. The required cathodic protection current is supplied by sacrificial anode materials or by an impressed current system.
- 14-2.1.8. **City** means the City of Copperas Cove.
- 14-2.1.9. **City Code** means the Code of Ordinances for the City of Copperas Cove.
- 14-2.1.10. **City Attorney** means the City Attorney of the City of Copperas Cove.
- 14-2.1.11. **Closed Loop Mud System** means a system utilized while drilling so that reserve pits are not used and instead steel bins are used to collect all drilling waste.
- 14-2.1.12. **Commission** means the Texas Railroad Commission and all state rules.
- 14-2.1.13. **Completion of drilling, re-drilling and re-working** means the date the work is completed for the drilling, re-drilling or re-working and the crew is released by completing their work or contract or by their employer.
- 14-2.1.14. **Daytime** means the period from 6:00 am to 7:00 pm.
- 14-2.1.15. **Decibel (db)** means a unit for measuring the intensity of a sound/noise and is equal to 10 times the logarithm to the base 10 of the ratio of the measured sound pressure squared to a reference pressure which is 20 micropascals.
- 14-2.1.16. **Derrick** means any portable framework, tower, mast and/or structure which is required or used in connection with drilling or re-working a well for the production of gas.
- 14-2.1.17. **Drilling** means digging or boring a new well for the purpose of exploring for, developing or producing gas or other hydrocarbons, or for the purpose of injecting gas, water or any other fluid or substance into the earth.
- 14-2.1.18. **Drilling equipment** means the derrick, together with all parts of and appurtenances to such structure, every piece of apparatus, machinery or equipment used or erected or maintained for use in connection with drilling.
- 14-2.1.19. **Drill site** means the premises used during the drilling or re-working of a well or wells located there and subsequent life of a well or wells or any associated operation.

- 14-2.1.20. **Emergency Action Response Plan** means a written plan which contains location maps, gate codes, and other pertinent data required to respond to an emergency situation in accordance with Section 14-14.1.10.
- 14-2.1.21. **Exploration** means geologic or geophysical activities, including seismic surveys, related to the search for gas or other subsurface hydrocarbons.
- 14-2.1.22. **FEMA** means Federal Emergency Management Agency.
- 14-2.1.23. **FIRM** means Flood Insurance Rate Map.
- 14-2.1.24. **Fire Department** means the Fire Department of the City of Copperas Cove.
- 14-2.1.25. **Flaring** means the elimination, by means of burning, of excess and unwanted gas. Flaring generally occurs immediately after the production of the well and is a controlled burn designed to eliminate gas trapped in produced water.
- 14-2.1.26. **Frac or Fracing** means the process of fracture stimulation of a rock formation.
- 14-2.1.27. **Gas** means any fluid, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarefied state at standard temperature and pressure conditions and/or the gaseous components or vapors occurring in or derived from petroleum or natural gas.
- 14-2.1.28. **Gas well** means any well drilled, to be drilled, or used for the intended or actual production of natural gas.
- 14-2.1.29. **Gas Well Pad Site** means an earthen pad designed for the sole purpose of allowing future wells to be drilled on an existing pad. The gas well pad site may have as many wells as the pad can physically accommodate.
- 14-2.1.30. **Hazardous Materials (hazmat or HAZMAT)** means dangerous goods or materials that may be radioactive, flammable, explosive, toxic, corrosive, biohazardous, an oxidizer, an asphyxiant, a pathogen, an allergen, or may have other characteristics that render it hazardous in specific circumstances
- 14-2.1.31. **Hazardous Runoff** means stormwater, groundwater or other waters that have come in contact with Hazardous Materials or Hazardous Wastes and may cause, or significantly contribute to an increase in mortality (death) or an increase in serious irreversible, or incapacitating reversible illness; or pose a substantial present or cause a potential hazard to human health or the environment.

14-2.1.32. **Hazardous Waste** means a waste that poses substantial or potential threats to public health or the environment and generally exhibits one or more of these characteristics:

- ignitable (i.e., flammable)
- oxidizing
- corrosive
- toxic
- radioactive
- explosive

Additionally a hazardous waste may have the potential to

- cause, or significantly contribute to an increase in mortality (death) or an increase in serious irreversible, or incapacitating reversible illness; or pose a substantial present or
- cause a potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed

14-2.1.33. **Inspector** means the Gas Inspector designated by the City Manager of Copperas Cove or their designee.

14-2.1.34. **Knox Box** means a small, wall-mounted safe that holds building keys for firefighters and EMTs to retrieve in emergencies

14-2.1.35. **Nighttime** means the period between 7:00 p.m. and 6:00 a.m.

14-2.1.36. **Operation site** means the area used for development and production and all operational activities associated with gas after drilling activities are complete.

14-2.1.37. **High Impact Permit** means a permit required if the proposed well is to be located within six hundred (600) feet of a residence, religious institution, public building, hospital building, school or public park.

14-2.1.38. **Operator** means, for each well, the person listed on the Railroad Commission Form W-1 or Form P-4 or as may be renumerated from time to time for a gas well that is, or will be, actually in charge and in control of drilling, maintaining, operating, pumping or controlling any well, including, without limitation, a unit Operator. If the Operator, as herein defined, is not the lessee under a gas lease of any premises affected by the provisions of this Ordinance, then such lessee shall also be deemed to be an Operator. In the event that there is no gas lease relating to any premises affected by this Ordinance, the owner of the fee mineral estate in the premises shall be deemed an Operator.

- 14-2.1.39. **Person** means both the singular and the plural and means a natural person, a corporation, association, guardian, partnership, receiver, trustee, administrator, executor, and fiduciary or representative of any kind.
- 14-2.1.40. **Property owner** means the owner of the surface property.
- 14-2.1.41. **Protected Use** means a residentially zoned property or parcel, religious institution, public building, hospital building, school or public park.
- 14-2.1.42. **Public building** means all buildings used or designed to and intended to be used for the purpose of assembly of persons for such purposes as deliberation, entertainment amusement, or health care. Public buildings include, but shall not be limited to, theaters, assembly halls, auditoriums, armories, mortuary chapels, dance halls, exhibition halls, museums, gymnasiums, bowling lanes, libraries, skating rinks, courtrooms, restaurants, shopping malls, stores, and hospitals.
- 14-2.1.43. **Public park** means any land area dedicated to and/or maintained by the City for traditional park-like recreational purposes, but shall not include privately-owned amusement parks or privately-owned or privately-managed golf courses.
- 14-2.1.44. **Re-drill** means re-completion of an existing well by deepening or sidetrack operations extending more than one hundred fifty (150) feet from the existing well bore.
- 14-2.1.45. **Religious Institution** means any building in which persons regularly assemble for religious worship and activities intended primarily for purposes connected with such worship or for propagating a particular form of religious belief.
- 14-2.1.46. **Residence** means a house, duplex, apartment, townhouse, condominium, mobile home or other building designed for dwelling purposes, including property zoned for residential use, or those for which a building permit has been issued on the date the application for a Gas Well Permit is filed with the Gas Inspector.
- 14-2.1.47. **Re-working** means re-completion or re-entry of existing well within the existing bore hole or by deepening or sidetrack operations which do not extend more than one hundred fifty (150) feet from the existing well bore, or replacement of well liners or casings.
- 14-2.1.48. **Right-of-way** means public rights-of-way including streets, easements and other property within the City and which is dedicated to the use and benefit of the public.
- 14-2.1.49. **Rural Gas Permit** means that permit required if the proposed well is located on an open space of not less than twenty-five acres with no

operations to be conducted within one thousand feet (1,000) of a residence, religious institution, public building, hospital building, school or public park.

- 14-2.1.50. **School** means any public and private, primary and secondary educational facilities providing education up through and including the twelfth grade level and any licensed day care centers, meaning a facility licensed by the State of Texas or by the City of Copperas Cove that provides care, training, education, custody, treatment or supervision for more than six children under 14 years of age, and for less than 24 hours per day.
- 14-2.1.51. **Street** means any street, highway, sidewalk, alley, avenue, recessed parking area or other public right-of-way, including the entire right-of-way.
- 14-2.1.52. **Tank** means a container, covered or uncovered, used in conjunction with the drilling or production of gas or other hydrocarbons for holding or storing fluids.
- 14-2.1.53. **Technical advisor** means such person(s) familiar with and educated in the gas industry or the law as it relates to gas matters who may be retained from time to time by the City.
- 14-2.1.54. **Urban Gas Well Permit** means a Gas Well Permit other than a High Impact Gas Well Permit or Rural Gas Well Permit.
- 14-2.1.55. **Well** means a hole or holes, bore or bores, to any horizon, formation, or strata for the purpose of producing gas, liquid hydrocarbon, brine water or sulphur water, or for use as an injection well for secondary recovery, disposal or production of gas, or other hydrocarbons from the earth.
- 14-2.1.56. **"Workover Operations"** means work performed in a well after its completion in an effort to secure production where there has been none, restore production that has ceased or increase production.

14-3. GAS INSPECTOR

- 14-3.1. The City Manager shall designate a Gas Inspector who shall enforce the provisions of this Ordinance. The Gas Inspector shall have the authority to issue any orders or directives required to carry out the intent and purpose of this Ordinance and its particular provisions. Failure of any person to comply with any such order or directive shall constitute a violation of this Ordinance.
- 14-3.2. The Gas Inspector shall have the authority to enter and inspect any premises covered by the provisions of this Ordinance to determine compliance with the provisions of this Ordinance and all applicable laws, rules, regulations, standards

or directives of the State and to issue citations for violations of this ordinance. Failure of any person to permit access to the Gas Inspector shall constitute a violation of this Ordinance. The Gas Inspector shall conduct periodic inspections at least once a year of all permitted wells in the City to determine that the wells are operating in accordance with proper safety parameters as set out in this Ordinance and all regulations of the Commission.

14-3.3. The Gas Inspector shall have the authority to request and receive any records, including any records sent to the Commission, logs, reports and the like, relating to the status or condition of any permitted well necessary to establish and determine compliance with the applicable Gas Well Permit. Failure of any person to provide any such requested material shall be deemed a violation of this Ordinance.

14-3.4. The Gas Inspector shall have the authority to allow alternatives to the technical standards of this ordinance related to public safety and welfare, such as new technology, if the Operator has demonstrated to the Gas Inspector's satisfaction that the alternatives provide equal or greater protection of the environment or public.

14-4. OPERATOR'S AGENT

14-4.1. Every Operator must designate an agent who is a resident of the State whom all orders and notices provided in this Ordinance may be served in person or by registered or certified mail. Every Operator so designating such agent shall within ten (10) business days notify the City Secretary and the gas inspector in writing of any change in such agent or such mailing address unless operations within the City are discontinued.

14-5. GAS WELL PERMIT REQUIRED

14-5.1. A person wanting to engage in and operate in gas production activities shall apply for and obtain a Gas Well Permit under this Ordinance and shall indicate what type of Gas Well Permit is requested. It shall be unlawful for any person acting either for himself or acting as agent, employee, independent contractor, or servant for any person to drill any well, assist in any way in the site preparation, re-working, fracturing or operation of any such well or to conduct any activity related to the production of gas without first obtaining a Gas Well Permit issued by the City in accordance with this Ordinance. Such activities include, but are not limited to, re-working, initial site preparation, drilling, operation, construction of

rigs or tank batteries, fracturing and pressurizing. A permit shall not be required for seismic surveys.

- 14-5.2. The Operator must apply for and obtain a Gas Well Permit for the drilling, re-drilling, deepening, re-entering, activating or converting of each well.
- 14-5.3. Gas Well Permit shall not constitute authority for the re-entering and drilling of an abandoned well. An Operator shall obtain a new Gas Well Permit in accordance with the provisions of this Ordinance if the Operator is re-entering and drilling an abandoned well.
- 14-5.4. When a Gas Well Permit has been issued to the Operator for the drilling, re-drilling, deepening, re-entering, activating or converting of a well, such Gas Well Permit shall constitute sufficient authority for drilling, operation, production gathering or production maintenance, repair, re-working, testing, plugging and abandonment of the well and/or any other activity associated with mineral exploration at the site of such well, provided, however, that a new or supplemental permit shall be obtained before such well may be reworked for purposes of re-drilling, deepening or converting such well to a depth or use other than that set forth in the then current permit for such well.
- 14-5.5. Any person who intends to re-work a permitted well using a drilling rig, to fracture stimulate a permitted well after initial completion or to conduct seismic surveys or other exploration activities shall give written notice to the Gas Inspector no less than ten (10) business days before the activities begin. The notice must identify where the activities will be conducted and must describe the activities in detail, including whether explosive charges will be used, the duration of the activities and the time the activities will be conducted. The notice must also provide the address and 24-hour phone number of the person conducting the activities. If requested by the Gas Inspector, the person conducting the activities will post a sign on the property giving the public notice of the activities, including the name, address and 24-hour phone number of the person conducting the activities. If the Gas Inspector determines that an inspection by the Gas Inspector is necessary, the Operator will pay the City for the inspection.
- 14-5.6. A Gas Well Permit shall automatically terminate unless extended, if drilling of the well bore has not commenced within one hundred eighty (180) days from the date of the issuance of the Gas Well Permit.. A Gas Well Permit may be extended by the Gas Inspector for an additional one hundred eighty (180) days upon request by the Operator and proof that the classification of the requested gas well permit for such location has not changed.
- 14-5.7. The Gas Well Permits required by this Ordinance are in addition to and are not in lieu of any permit which may be required by any other provision of this Code or by any other governmental agency.
- 14-5.8. No additional Gas Well Permit or filing fees shall be required for:

- 14-5.8.1. Any wells, existing, previously permitted or approved by the City, within the corporate limits of the City on the effective date of this Ordinance; or
 - 14-5.8.2. Any wells which drilling has commenced on the effective date of this Ordinance; or
 - 14-5.8.3. Any wells in existence or on any wells on which drilling has commenced on land annexed into the City after the effective date of this Ordinance; or
 - 14-5.8.4. Any well that was planned for the land before the 90th day before the effective date of its annexation and one or more licenses, certificates, permits, approvals, or other forms of authorization by a governmental entity were required by law for such well and the completed application for the initial authorization was filed before the date the annexation proceedings were instituted.
- 14-5.9. A person shall have forty-five (45) days after the enactment of this Ordinance or annexation into the City to designate a gas operation as a preexisting operation by filing a site plan drawn to scale that shows the proposed location of the well with respect to survey lines and the proposed associated production facilities, if any, with the Gas Inspector.
- 14-5.10. No Gas Well Permit shall be issued for any well to be drilled within any public park without the prior consent of the City Council. The City Council shall review the insurance and security requirements on an individual basis prior to issuing the permit.
- 14-5.11. No Gas Well Permit shall be issued for any well to be drilled within any floodplain identified by FEMA on the most current FIRM, without first obtaining a floodplain development permit from the City.
- 14-5.12. No Gas Well Permit shall be issued for any well to be drilled within any floodway as defined by the City of Copperas Cove.
- 14-5.13. No Gas Well Permit shall be issued for a High Impact Permit unless the pad site is graded in such a way as to comply with the following:
- 14-5.13.1. Any fill material shall not be higher than the highest elevation along the perimeter of the adjacent tracts, parcels or platted lots, however; fill material placed on pad sites shall not exceed three (3) feet in height above the highest elevation along the perimeter of the adjacent tracts, parcels or platted lots.
 - 14-5.13.2. The slope of the fill material is a maximum ratio of four (4) feet horizontal to one (1) foot vertical, unless a retaining wall system built in compliance with the city code and regulations is in place.
 - 14-5.13.3. Fill material must be leveled and graded for positive drainage.

- 14-5.13.4. The placement of fill material may not cause the release of dust and/or odor damage any public improvements or public infrastructure; or be placed in a flood plain or flood way without a valid permit; result in flooding or significant increase in runoff to adjacent properties in accordance to state law.
- 14-5.13.5. Erosion control measures must be implemented to prevent any off site migration of silt and sediment.
- 14-5.14. The Engineering Department may grant an administrative waiver to the above regulations.
- 14-5.15. No Gas Well Permit shall be issued for any well to be drilled on City owned property without the prior consent of the City Council. The City Council shall review the insurance and security requirements on an individual basis prior to issuing the permit.

14-6. **GAS WELL PAD SITE PERMIT**

- 14-6.1. At the time the Operator submits an application for the issuance of a gas well permit, the Operator, at his option, may also request the issuance of a gas well pad site permit. Gas pad site permit applications and gas wells drilled on a permitted pad site shall comply with the following:
 - 14-6.1.1. If the pad site is located within six hundred (600) feet of a Protected Use at the time of the filing of a pad site permit application, the applicant must comply with all regulations of a high impact gas well permit, including a variance granted by the City Council or waivers obtained from all Protected Uses within a six hundred (600) foot radius before the Pad Site Permit may be issued.
 - 14-6.1.2. Notice that a gas well pad site permit application has been filed with the City must be included in any notice to property owners and in the published newspaper notice as required by the initial gas well permit.
 - 14-6.1.3. All pad site permits must be filed of record by the Operator, at his expense in the applicable county deed records and indicated on all applicable plats filed in the deed records. Each filed pad site permit shall contain the address, lot and block, subdivision name and plat volume and page of each lot, tract or parcel located within one thousand (1000) feet of the pad site permit.
 - 14-6.1.4. Prior to the issuance of a Pad Site permit by the City, the Operator must place at least one sign on the property located in a conspicuous place or places upon the property at a point or points visible from the nearest any

right-of-way, street, roadway, public thoroughfare or Protected Use adjacent to such property. The Gas Inspector may require additional signage if the pad site fronts on more than one right-of-way, street, roadway, or public thoroughfare. The sign shall indicate that a Pad Site Permit to drill multiple wells for gas on this site has been issued, and shall further set forth that additional information can be acquired by telephoning the applicant/Operator at the number indicated on the sign. The sign shall remain posted at the pad site for the duration of the Pad Site Permit.

- 14-6.1.5. Prior to the commencement of drilling of a future gas well on a permitted Gas Well pad site, the Operator must submit an application for the issuance of a Gas Well permit, for each such future well, in accordance with this ordinance.
- 14-6.1.6. All future gas wells drilled on a permitted gas well pad site permit shall comply with all the then current applicable well classification regulations, including the notice and landscape provisions, and all other provisions of this ordinance, except for the distance setback requirements related to drilling a well from a Protected Use. All additional wells that are within six hundred (600) feet of a Protected Use, must comply with all regulations regarding a High Impact Gas Well, except that no variance or waiver for a distance setback shall be required, however no well shall be drilled closer than two hundred (200) feet from any Protected Use. If the proposed well bore is between six hundred (600) and one thousand (1,000) feet, all regulations regarding an Urban Gas Well shall apply and if the well is greater than one thousand (1,000) feet from any Protected Use all regulations regarding a Rural Gas Well shall apply, except for the distance setback requirements.
- 14-6.1.7. No gas well pad site permit shall be issued for a gas well pad site greater than three (3) acres in surface area or the amount of surface area acreage included in the surface use agreement, whichever is larger.
- 14-6.1.8. All wells will be set back a minimum of seventy-five (75) feet from the outer pad site permit boundary.
- 14-6.1.9. The Pad Site Permit shall automatically terminate if drilling of the initial well bore has not commenced within two (2) years from the date of the issuance of the Gas Well Permit.
- 14-6.2. The issuance of a gas well pad site permit is for the sole purpose of allowing future wells to be drilled on an existing pad site and within six hundred (600) feet of Protected Uses without obtaining waivers and/or variances as set forth in Section 14-8.1 of this Ordinance. All gas wells drilled upon a permitted gas well pad site must otherwise comply with any drilling distance regulations from a

Protected Use or other structure as required by state law and applicable fire code regulations and all other provisions of this Ordinance.

14-7. GAS WELL PERMIT APPLICATION

- 14-7.1. Every application for a Gas Well Permit issued pursuant to this Ordinance shall be in writing signed by the Operator, or some person duly authorized to sign on his behalf, and filed with the Gas Inspector.
- 14-7.2. Every application shall be accompanied by a permit fee as set by Appendix C of the Code of Ordinances of the City of Copperas Cove.
- 14-7.3. The application shall include the following information:
 - 14-7.3.1. The date of the application and type of Gas Well Permit requested.
 - 14-7.3.2. An accurate legal description of the lease property to be used for the gas operation, the parcel and the production unit and name of the geologic formation as used by the Commission. Property recorded by plat should reference subdivision, block and lot numbers.
 - 14-7.3.3. Map showing proposed transportation route and road for equipment, chemicals or waste products used or produced by the gas operation.
 - 14-7.3.4. Proposed well name.
 - 14-7.3.5. Surface owner names(s) and address(es) of the pad site property.
 - 14-7.3.6. Operator/Applicant name and address and if the Operator is a corporation, the state of incorporation, and if the Operator is a partnership, the names and addresses of the general partners.
 - 14-7.3.7. Name and address of individual designated to receive notice.
 - 14-7.3.8. Name of representative with supervisory authority over all gas operation site activities and a 24-hour phone number.
 - 14-7.3.9. Location and description of all improvements and structures within six hundred (600) feet of the well.
 - 14-7.3.10. Owner and address of each parcel of property within six hundred (600) feet of the proposed drill site.
 - 14-7.3.11. A site plan of the proposed operation site showing the location of all improvements and equipment, including the location of the proposed well(s) and other facilities, including, but not limited to, tanks, pipelines, compressors, separators, lights, storage sheds, fencing and any access roads. The site plan shall also indicate any floodway, floodplain or City recognized drainage ways and the elevation and slope of the pad site which indicates compliance with the then current Fill Ordinance.

- 14-7.3.12. The name, address and 24-hour phone number of the person to be notified in case of an emergency.
- 14-7.3.13. The exact and correct acreage and number of wells, if applicable, included in the Gas Well Permit application.
- 14-7.3.14. Copies of all reports required by the Commission as required by the Gas Inspector.
- 14-7.3.15. An original executed City-wide Road Maintenance Agreement signed and approved by the City must be filed with the City Secretary that provides that the Operator shall repair, at his own expense, any damage to roads, streets, or highways caused by the use of heavy vehicles for any activity associated with the preparation, drilling, production, and operation of gas wells.
- 14-7.3.16. A description of public utilities required during drilling and operation.
- 14-7.3.17. A description of the water source to be used during drilling.
- 14-7.3.18. A copy of the approved Commission permit to drill together with attachments and survey plats which are applicable to the drill and operation sites.
- 14-7.3.19. A copy of the Stormwater Pollution Prevention Plan as required by the Environmental Protection Agency. A copy of the notice of intent shall be submitted to the City of Copperas Cove, three (3) days prior to the commencement of any onsite activity.
- 14-7.3.20. A copy of the determination by the Texas Commission On Environmental Quality (TCEQ) of the depth of useable quality ground water.
- 14-7.3.21. Evidence of insurance and security requirements under this Ordinance.
- 14-7.3.22. A statement, under oath, signed by the Operator, or designated representative, that the information submitted with the application is, to the best knowledge and belief of the Operator or designated representative, true and correct.
- 14-7.3.23. All required application and Gas Well Permit fees.

14-8. GAS WELL PERMIT CLASSIFICATIONS

14-8.1. High Impact Gas Well Permit –

14-8.1.1. A High Impact Gas Well Permit shall be required if the proposed well is to be located six hundred (600) feet of a residence, religious institution, public building, hospital building, school or public park.

14-8.1.2. A High Impact Gas Well Permit shall not be issued for any well to be drilled within six hundred (600) feet of a residence, religious institution, public building, hospital building, school or public park without:

14-8.1.2.1. A waiver granted by the City Council after notice and public hearing as required by this section; or

14-8.1.2.2. The written consent from all the Protected Use property owners filed in the applicable county deed records as required by this section.

14-8.1.3. This provision applies to any existing residential zone, residence, religious institution, public building, hospital building, school or public park or where a building permit has been issued for a Protected Use on the date the application for a permit is filed with the Gas Inspector.

14-8.1.4. For the purpose of a High Impact Gas Well Permit the measurement of the six hundred (600) foot distance shall be made from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the building or boundary line of a protected use.

14-8.1.5. Application Requirements

14-8.1.5.1. An application for a High Impact Gas Well Permit shall include the following information:

- All the requirements of Sec. 14-7 of this Ordinance;
- A detailed site plan that includes all the information required in Section 14-7, but also includes specific details to the projected location of the major components of the drilling site, impacted vegetation, creeks and other topographic features, compliance with the landscaping requirements as set out in Section 14-19 of this Ordinance, adjacent building and other structures and the measured distance from the well site to these buildings and structures, temporary and permanent fencing and landscaping;
- A detailed landscape site plan for review and approval by the City Council, if the proposed landscaping will not comply with the landscaping requirements as set out in Section 14-19 of this

Ordinance, including the location of the access road and lights and fencing on the site;

- All drill sites must be identified on plat(s) filed with the applicable county deed records; and
- A letter to the City of Copperas Cove City Secretary and Gas Inspector requesting a public hearing to obtain a High Impact Gas Well Permit from City Council or a copy of the written notarized waivers from the Protected Uses within six hundred (600) feet of the proposed well and evidence.

14-8.1.6. Permitting Procedure for Request of Waiver for High Impact Permit by the City Council

14-8.1.6.1. Within forty-five (45) days of receipt of a complete application, a site plan and a request for a waiver to drill a High Impact gas well, the Gas Inspector shall place the matter on the City Council agenda for a public hearing and give notice by mail of the time, place and purpose thereof to the applicant and any other party who has requested in writing to be so notified. The forty-five (45) day period shall not begin to run until the applicant/Operator has provided the Gas Inspector with a complete application package.

14-8.1.6.2. At least twenty (20) days, and no more than thirty (30) days prior to the date of the public hearing before the City Council for a waiver and the issuance of High Impact Gas Well Permit under this Ordinance, the City shall notify, at Operator's expense, each surface owner of property, as shown by the current City of Copperas Cove Fire Department address system and the current tax rolls within one thousand (1000) feet of the proposed well not owned by or under lease to the Operator and the hearing date and time. The notice, shall contain the information as outlined below and shall also include the date and time of the next monthly informational meeting at City Hall, an internet link for information on gas drilling, the number of wells requested by the applicant, that drilling may commence within 180 days for the issuance of the permit, and contact telephone numbers for City staff and the Operator/Applicant. Such notice shall be deposited properly addressed and postage paid, in the United States mail. Notice shall be sent by the City to all registered neighborhood associations within one-half mile of the proposed drill site.

14-8.1.6.3. At least fifteen (15) days, and no more than twenty (20) days prior to the date of the public hearing before City Council for a High Impact Gas Well Permit under this Ordinance, Operator shall publish a copy of the notice as outlined below, at Operator's expense, in one issue of

the local section of a newspaper of general circulation in the City, for ten (10) consecutive days. An affidavit by the printer or publisher of the newspaper indicating publication of the notice shall be filed with the application and will be prima facie evidence of such publication. The notice shall read as follows:

"Notice is hereby given that, acting under and pursuant to the Ordinances of the City of Copperas Cove, Texas, on the ____ day of _____, 20__, filed with the Gas Inspector of the City of Copperas Cove, an application for a High Impact Gas Well Permit to drill, complete and operate a well for gas upon property located at _____ County, Copperas Cove, Texas, more particularly shown on the map of record in Volume _____, Page _____, Plat records of _____ County, Texas or per Tax Tract Number _____, _____ County, Texas. The City Council will conduct a public hearing on the request for said permit on the _____ day of, 20__ at _____ o'clock __.m. in the City Council Chambers.

- 14-8.1.6.4. At least twenty (20) Calendar days prior to the date of the public hearing before City Council for a High Impact Gas Well Permit under this Ordinance the Operator shall, at Operator's expense, erect at least one sign, no less than three feet by three feet, upon the premises upon which a High Impact Gas Well Permit has been requested. Where possible, the sign or signs shall be located in a conspicuous place or places upon the property at a point or points nearest any right-of-way, street, roadway or public thoroughfare adjacent to such property. The Gas Inspector may require additional signage if the premise fronts on more than one right-of-way, street, roadway, or public thoroughfare.
- The sign(s) shall substantially indicate that a High Impact Gas Well Permit to drill for gas has been requested and state the date, time and place of the public hearing, and shall further set forth that additional information can be acquired by telephoning the applicant/Operator at the number indicated on the sign.
 - The continued maintenance of any such sign(s) shall not be deemed a condition precedent to the holding of any public hearing or to any other official action concerning this Ordinance.
 - The sign shall remain posted at the pad site for the duration of the High Impact Gas Well Permit.
- 14-8.1.6.5. All notice provisions contained herein shall be deemed sufficient upon substantial compliance with this section.

- 14-8.1.6.6. After a High Impact Permit application and site plan is submitted, the Gas Inspector shall evaluate the public impact of the proposed activity. The Gas Inspector shall consider the proposed site and the proposed operations or drilling program and shall draft recommended restrictions or conditions, including minimum separation distance for drilling or other operations, special safety equipment and procedures, recommended noise reduction levels, screening and any other requirements the Gas Inspector deems appropriate. The recommendation shall be submitted to the City Council for consideration prior to the public hearing along with evidence that timely actual notice of the hearing was given to all persons as required by this Ordinance
- 14-8.1.6.7. At the public hearing and before the City Council considers the merits of the application and the recommendations of the Gas Inspector, the applicant/Operator shall provide evidence of a certificate of publication establishing timely publication of the notice of the hearing, and that the applicant/Operator has otherwise complied with or satisfied all other requirements of this Ordinance, including full and complete compliance with the insurance and security requirements.
- 14-8.1.6.8. The burden of proof on all matters, except notice, considered in the hearing shall be upon the applicant/Operator.
- 14-8.1.6.9. The City Council shall review the application and any other related information.
- 14-8.1.6.10. The City Council shall consider the following in deciding whether to grant a waiver and authorize the issuance of a High Impact Gas Well Permit:
- Whether the operations proposed are reasonable under the circumstances and conditions prevailing in the area considering the particular location and the character of the improvements located there;
 - Whether the drilling of such wells would conflict with the orderly growth and development of the City;
 - Whether there are other alternative well site locations that would allow reasonable access to explore, develop and produce the mineral estate without creating mineral waste;
 - Whether the operations proposed are consistent with the health, safety and welfare of the public when and if conducted in accordance with the High Impact Gas Well Permit conditions to be imposed;

- Whether there is accessible access for the City fire personnel and fire fighting equipment; and
 - Whether the impact upon the adjacent property and the general public by operations conducted in compliance with the Gas Well Permit conditions are reasonable and justified, balancing the following factors:
 - ◊ The right of the owners(s) of the mineral estate to explore, develop, and produce the minerals; and
 - ◊ The availability of alternative drill sites, both presently and at other times during the lease term;
 - The recommendations of the Gas Inspector.
- 14-8.1.6.11. The City Council may require an increase in the operator/applicant's proposed distance that the well is to be setback from any residence, religious institution, public building, hospital building, school or public park. or require any change in operation, plan, design, layout or any change in the on-site and technical regulations in Sections 14-7 and 14-14 of this Ordinance, including fencing, screening, lighting, delivery times, noise levels, tank height, or any other matters reasonably required by public interest.
- 14-8.1.6.12. The City Council may accept, reject or modify the application in the interest of securing compliance with this Ordinance, the City Code and/or to protect the health, safety and welfare of the community.
- 14-8.1.7. Permitting Procedure for a High Impact Permit by Waiver of Protected Uses.
- 14-8.1.7.1. No application for a High Impact Permit by Waiver of Protected Uses shall be accepted unless the written notarized waivers are obtained from all Protected Use property owners within six hundred (600) feet of the proposed well site. Written notarized waivers granted by the all the Protected Use property owners within a six hundred (600) foot radius around the proposed well must be filed, at the expense of the operator, in the applicable county records. All waivers must identify the property address, block and lot number, subdivision name and plat volume and page number. Copies of filed Protected Use property owner waivers must be submitted with the filing of a completed application for a High impact Permit.
- 14-8.1.7.2. If the Operator fails to obtain written waivers from all property owners within a six hundred (600) foot radius around the proposed well, the Operator must submit a request for a waiver to drill a High Impact gas

well from City Council, or modify the well location to comply with either an Urban Gas Well Permit or Rural Gas Well Permit.

- 14-8.1.7.3. Upon receipt of copies of all Protected Use waivers filed in the applicable county deed records and a completed application by the Operator, the City shall notify, at Operator's expense, each surface owner of property within one thousand (1000) feet of the proposed well not owned by or under lease to the Operator.
- 14-8.1.7.4. The notice, shall contain the information as outlined below and shall also include the date and time of the next monthly informational meeting at City Hall, an internet link for information on gas drilling, the number of wells requested by the applicant, that drilling may commence within 180 days from the issuance of the permit, and contact telephone numbers for the City staff and Operator/Applicant. Notice shall be sent by the City to all registered neighborhood associations within one-half mile of the proposed drill site.
- 14-8.1.7.5. At least ten (10) Calendar days prior to the date of filing of an application for a High Impact Permit by Protected Use Waiver under this Ordinance with the Gas Inspector, Operator shall publish a copy of the notice as outlined below, at the expense of the Operator, in one issue of the local section of a newspaper of general circulation in the City, for ten (10) consecutive days. An affidavit by the printer or publisher of the newspaper indicating publication of the notice shall be filed with the application and will be prima facie evidence of such publication. The notice shall read as follows:

"Notice is hereby given that, acting under and pursuant to the Ordinances of the City of Copperas Cove, Texas, on the _____ day of _____, 20__, an application was filed with the Gas Inspector of the City of Copperas Cove, an application to drill, complete and operate a well for gas upon property located at _____ County, Copperas Cove, Texas, more particularly shown on the map of record in Volume _____, Page _____, Plat records of _____ County, Texas or per Tax Tract Number _____, _____ County, Texas. Written waivers from all Protected Use property owners within six hundred feet of the proposed well were filed in the applicable county deed records. A public informational meeting on gas drilling and permitting will be held in the City Council Chambers on the day _____ of _____, 20__ , at _____ o'clock _m.

14-8.1.7.6. At least ten (10) days prior to, but not more than thirty (30) days, the date of filing of an application for a High Impact Gas Well Permit under this Section with the Gas Inspector, the Operator, at Operator's expense, shall erect at least one sign, no less than three feet by three feet, upon the premises upon which an High Impact Gas Well by Protected Use Waiver Permit has been requested. Where possible, the sign or signs shall be located in a conspicuous place or places upon the property at a point or points nearest any right-of-way, street, roadway or public thoroughfare adjacent to such property. The Gas Inspector may require additional signage if the premise fronts on more than one right-of-way, street, roadway, or public thoroughfare.

- The sign(s) shall substantially indicate that a High Impact Gas Well Permit by Protected Use Waiver to drill for gas has been requested and shall further set forth that additional information can be acquired by telephoning the Operator at the number indicated on the sign.
- The continued maintenance of any such sign(s) shall not be deemed a condition precedent to the holding of any public hearing or to any other official action concerning this Ordinance.
- Any sign(s) shall be removed subsequent to final action by the Gas Inspector or the City Council.

14-8.1.7.7. All notice provisions contained herein shall be deemed sufficient upon substantial compliance with this section.

14-8.1.8. Wells setbacks for High Impact Gas Well Permit.

14-8.1.8.1. It shall be unlawful to drill any well, the center of which, at the surface of the ground, is located within six hundred (600) feet from any public park (unless prior consent is obtained from the City Council to drill in a public park) or from any residence, religious institution, public building, hospital building or school for which a building permit has been issued on or before the date of the application for a drilling permit is filed with the Gas Inspector.

14-8.1.8.2. The distance shall be calculated from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the building or boundary line of a public park.

14-8.1.8.3. This setback distance may be reduced, but shall never be less than two hundred (200) feet, from any residence, religious institution, public building, hospital building, school or public park with a:

- Waiver granted by the City Council; or
- Written notarized waiver granted by the all the Protected Use property owners within a six hundred (600) foot radius around the proposed well pursuant to this Section. All waivers must identify the property address, block and lot number, subdivision name (if applicable) and plat volume and page and be filed, at the expense of the operator, in the applicable county records prior to the application of High Impact Permit.

14-8.1.8.4. Unless prior consent is obtained from the City Council, tank batteries, well facilities and equipment shall be located at least one hundred (100) feet from any public park or from any residence, religious institution, public building, hospital building or school for which a building permit has been issued on the date of the application for a drilling permit is filed. The distance shall be calculated from the closest tank batteries, well facilities and/or equipment, in a straight line, without regard to intervening structures or objects, to the closest exterior point of the building.

14-8.1.9. Fencing for High Impact Gas Well Permit.

14-8.1.9.1. Fencing must comply with the requirements as outlined in Section 14-18 of this Ordinance.

14-8.1.10. Landscaping for High Impact Gas Well Permit.

14-8.1.10.1. Landscaping and irrigation shall be installed in compliance with the requirements as outlined in Section 14-19 of this Ordinance. The

Operator/applicant may request a wavier from the requirements of Section 14-19 of this Ordinance by submitting a detailed site plan for review and approval by the City Council. All hearings requesting approval for an alternate landscape plan by the City Council shall follow the notice requirements for the public hearing waiver process by City Council as set out in this section.

14-8.1.11. Vehicle Routes for High Impact Gas Well Permit.

14-8.1.11.1. Vehicles associated with drilling and/or production in excess of three tons shall be restricted to such streets designated as either truck routes or commercial delivery routes by the City Code wherever capable of being used. The vehicles shall be operated on a truck route wherever capable of being used; they shall be operated on a commercial delivery route only when it is not possible to use a truck route to fulfill the purpose for which such vehicle is then being operated. Commercial delivery route means any street or highway so designated by the City Council for the use by any commercial motor vehicle, truck-tractor, trailer, semi-trailer, or any combination thereof.

14-8.1.12. Work Hours for High Impact Gas Well Permit.

14-8.1.12.1. Site development, other than drilling, shall be pursuant to this ordinance under Technical Regulations, Section 14-14, "Work hours for site development". Truck deliveries of equipment and materials associated with drilling and/or production, well servicing, site preparation and other related work conducted on the well site shall be limited to daytime hours except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production.

14-8.1.13. Tank Specifications for High Impact Gas Well Permit.

14-8.1.13.1. All tanks and permanent structures shall conform to the American Petroleum Institute (A.P.I.) specifications unless other specifications are approved by the Fire Chief and City Building Official. The top of the tanks shall be no higher than eight (8) feet above the terrain surrounding the tanks. All tanks shall be set back pursuant to the standards of the Commission and NFPA 101, but in all cases, shall be at least twenty-five (25) feet from any public right-of-way or property line.

14-8.1.14. Closed Loop Mud Systems.

14-8.1.14.1. A Closed Loop Mud System shall be used in conjunction with all drilling and reworking operations for all High Impact Gas Well Permits unless waived by the City Council.

14-8.1.14.2. All other provisions outlined in this Ordinance shall be required.

14-8.2. Urban Gas Well Permit

- 14-8.2.1. An Urban Gas Well Permit is required if the proposed well is to be located between six hundred (600) feet and one thousand feet (1000) of a residence, religious institution, public building, hospital building, school or public park.
- 14-8.2.2. Notice for Urban Gas Well Permit.
- 14-8.2.3. At least ten (10) days after to the date of filing of an application for an Urban Gas Well Permit with the Gas Inspector under this Ordinance, City shall notify, at the expense of the Operator, each surface owner of property, as shown by the current tax roll within one thousand (1000) feet of the proposed well not owned by or under lease to the Operator. Such notice, as outlined below, shall be by depositing the same, properly addressed and postage paid, in the United States mail.
- 14-8.2.4. The notice, shall contain the information as outlined below and shall also include the date and time of the next monthly informational meeting at City Hall, an internet link for information on gas drilling, the number of wells requested by the applicant, that drilling may commence within two (2) years from the issuance of the permit, and contact telephone numbers for City staff and Operator/Applicant. Notice shall be sent to all registered neighborhood associations within one-half mile of the proposed drill site.
- 14-8.2.5. At least ten (10) days prior to the date of filing of an application for an Urban Gas Well Permit under this Ordinance with the Gas Inspector, Operator shall publish a copy of the notice as outlined below, at the expense of the Operator, in one issue of the local section of a newspaper of general circulation in the City, for ten (10) consecutive days. An affidavit by the printer or publisher of the newspaper indicating publication of the notice shall be filed with the application and will be prima facie evidence of such publication. The notice shall read as follows:

"Notice is hereby given that, acting under and pursuant to the Ordinances of the City of Copperas Cove, Texas, on the ____ day of _____, 20__, _____ will file with the Gas Inspector of the City of Copperas Cove, an application to drill, complete and operate a well for gas upon property located at _____ County, Copperas Cove, Texas, more particularly shown on the map of record in Volume ____ , Page ____ , Plat records of _____ County, Texas or per Tax Tract Number _____, _____ County, Texas.

- 14-8.2.6. At least ten (10) days prior to, but not more than thirty (30) days, the date of filing of an application for an Urban Gas Well Permit under this Ordinance with the Gas Inspector, the Operator, at Operator's expense,

shall erect at least one sign, no less than three feet by three feet, upon the premises upon which an Urban Gas Well Permit has been requested. Where possible, the sign or signs shall be located in a conspicuous place or places upon the property at a point or points nearest any right-of-way, street, roadway or public thoroughfare adjacent to such property. The Gas Inspector may require additional signage if the premise fronts on more than one right-of-way, street, roadway, or public thoroughfare.

- 14-8.2.6.1. The sign(s) shall substantially indicate that an Urban Gas Well Permit to drill for gas has been requested and shall further set forth that additional information can be acquired by telephoning the Operator at the number indicated on the sign.
- 14-8.2.6.2. The continued maintenance of any such sign(s) shall not be deemed a condition precedent to the holding of any public hearing or to any other official action concerning this Ordinance.
- 14-8.2.6.3. The sign shall remain posted at the pad site for the duration of the Urban Gas Well Permit.
- 14-8.2.7. All notice provisions contained herein shall be deemed sufficient upon substantial compliance with this section.
- 14-8.2.8. Fencing and Landscaping for Urban Gas Well Permit.
 - 14-8.2.8.1. Fencing and landscaping must comply with the requirements as outlined in Section 14-18 and Section 14-19 of this Ordinance.
- 14-8.2.9. Vehicle Routes for Urban Area Gas Well Permit.
 - 14-8.2.9.1. Vehicles associated with drilling and/or production in excess of three tons shall be restricted to such streets designated as either truck routes or commercial delivery routes by the City Code wherever capable of being used. The vehicles shall be operated on a truck route wherever capable of being used; they shall be operated on a commercial delivery route only when it is not possible to use a truck route to fulfill the purpose for which such vehicle is then being operated. Commercial delivery route means any street or highway so designated by the City Council for the use by any commercial motor vehicle, truck-tractor, trailer, semi-trailer, or any combination thereof.
- 14-8.2.10. Tank Specifications for Urban Gas Well Permit.
 - 14-8.2.10.1. All tanks and permanent structures shall conform to the American Petroleum Institute (A.P.I.) specifications unless other specifications are approved by the Fire Chief and local adopted codes. The top of the tanks shall be no higher than eight (8) feet above the terrain surrounding the tanks. All tanks shall be set back pursuant to the standards of the Commission and NFPA 101, but in all cases, shall be

at least twenty-five (25) feet from any public right-of-way or property line.

14-8.2.11. Work Hours for Urban Gas Well Permit.

14-8.2.11.1. Site development, other than drilling, shall be accomplished pursuant to this ordinance under Technical Regulations, Section 14-14, "Work hours for site development". Truck deliveries of equipment and materials associated with drilling and/or production, well servicing, site preparation and other related work conducted on the well site shall be limited to daytime hours except in cases of fires, blowouts, explosions and any other emergencies or where the delivery of equipment is necessary to prevent the cessation of drilling or production.

14-8.2.12. All other provisions outlined in this Ordinance shall be required.

14-8.3. Rural Gas Well Permit

14-8.3.1. A Rural Gas Well Permit shall be required if the proposed well is located on an open space of not less than twenty-five acres and no operations on the operation site are to be conducted within one thousand (1,000) feet of a public park or any residence, religious institution, public building, hospital building or school.

14-8.3.2. Notice for Rural Gas Well Permit.

14-8.3.3. At least ten (10) days after to the date of filing of an application for a Rural Gas Well Permit with the Gas Inspector under this Ordinance, Operator shall publish a copy of the notice as outlined below, at the expense of the Operator, in one issue of the local section of a newspaper of general circulation in the City, for ten (10) consecutive days. An affidavit by the printer or publisher of the newspaper indicating publication of the notice shall be filed with the application and will be prima facie evidence of such publication. The notice shall read as follows:

"Notice is hereby given that, acting under and pursuant to the Ordinances of the City of Copperas Cove, Texas, on the ____ day of _____, 20__, _____ will file with the Gas Inspector of the City of Copperas Cove, an application to drill, complete and operate a well for gas upon property located at _____ County, Copperas Cove, Texas, more particularly shown on the map of record in Volume _____, Page _____, Plat records of _____ County, Texas or per Tax Tract Number _____, _____ County, Texas.

14-8.3.4. At least ten (10) days prior to, but not more than thirty (30) days, the date of filing of an application for an Rural Gas Well Permit under this Ordinance with the Gas Inspector, the Operator, at Operator's expense, shall erect at least one sign, no less than three feet by three feet, upon the premises upon which an Rural Gas Well Permit has been requested.

Where possible, the sign or signs shall be located in a conspicuous place or places upon the property at a point or points nearest any right-of-way, street, roadway or public thoroughfare adjacent to such property. The Gas Inspector may require additional signage if the premise fronts on more than one right-of-way, street, roadway, or public thoroughfare.

- 14-8.3.4.1. The sign(s) shall substantially indicate that an Rural Gas Well Permit to drill for gas has been requested and shall further set forth that additional information can be acquired by telephoning the Operator at the number indicated on the sign.
- 14-8.3.4.2. The continued maintenance of any such sign(s) shall not be deemed a condition precedent to the holding of any public hearing or to any other official action concerning this Ordinance.
- 14-8.3.4.3. The sign shall remain posted at the pad site for the duration of the Rural Gas Well Permit.
- 14-8.3.5. All notice provisions contained herein shall be deemed sufficient upon substantial compliance with this section.
- 14-8.3.6. Fencing and Landscaping for Rural Gas Well Permit.
 - 14-8.3.6.1. Fencing and landscaping must comply with the requirements as outlined in Section 14-18 and Section 14-19 of this Ordinance.
- 14-8.3.7. Vehicle Routes for Rural Area Gas Well Permit.
 - 14-8.3.7.1. Vehicles associated with drilling and/or production in excess of three tons shall be restricted to such streets designated as either truck routes or commercial delivery routes by the City Code wherever capable of being used. The vehicles shall be operated on a truck route wherever capable of being used; they shall be operated on a commercial delivery route only when it is not possible to use a truck route to fulfill the purpose for which such vehicle is then being operated. Commercial delivery route means any street or highway so designated by the City Council for the use by any commercial motor vehicle, truck-tractor, trailer, semi-trailer, or any combination thereof.
- 14-8.3.8. Tank Specifications for Rural Gas Well Permit.
 - 14-8.3.8.1. All tanks and permanent structures shall conform to the American Petroleum Institute (A.P.I.) specifications unless other specifications are approved by the Fire Chief. The top of the tanks shall be no higher than eight (8) feet above the terrain surrounding the tanks. All tanks shall be set back pursuant to the standards of the Commission and NFPA 101, but in all cases, shall be at least twenty-five (25) feet from any public right-of-way or property line.

14-8.3.9. All other provisions outlined in this Ordinance shall be required.

14-9. **ISSUANCE OF GAS WELL PERMITS**

- 14-9.1. It is the responsibility of the Gas Inspector to review and approve or disapprove all applications for gas well drilling permits based on the criteria established by this Ordinance. The Gas Inspector, within thirty (30) days after the filing of a completed application and remittance of all fees, insurance and security per the requirements of this Ordinance for a Gas Well Permit, shall determine whether or not the application complies in all respects with the provisions of this Ordinance and determine if the proposed well to be drilled or the facility to be installed is in compliance with the distance requirements for the requested Gas Well Permit on the date the completed application is received by the Gas Inspector.
- 14-9.2. Failure of the Gas Inspector to complete the review and issue a Gas Well Permit within the time limits specified above shall not cause the application for the Gas Well Permit to be deemed approved.
- 14-9.3. The provisions of this Ordinance shall apply to any residential zoning, dwellings or buildings for which an application for a building permit has been submitted on the date the application for a Gas Well Permit is filed with the Gas Inspector.
- 14-9.4. If all the requirements of this Ordinance are met, the Gas Inspector shall issue a Gas Well Permit for the drilling of the well or the installation of the facilities applied for.
- 14-9.5. If the Gas Inspector denies a Urban or Rural Gas Well Permit application for reasons other than lack of required distance as set out in this Ordinance for the requested Gas Well Permit, he shall notify the Operator in writing of such denial stating the reasons for the denial. Within thirty (30) days of the date of the written decision of the Gas Inspector to deny the Gas Well Permit, the Operator may: 1) cure those conditions that caused the denial and resubmit the application to the Gas Inspector for approval and issuance of the Gas Well Permit; or 2) file an appeal to the City Council under the provisions outlined in this Ordinance pursuant to Sec. 14-23, "APPEALS" of this Ordinance.
- 14-9.6. If the Gas Inspector determines that all of the provisions of this Ordinance have been complied with by the Operator but that the proposed drill site does not comply with the distance requirements of this Ordinance under the requested Urban or Rural Gas Well Permit, the Gas Inspector shall notify the Operator. The Operator may modify the well location to comply with either an Urban Gas Well Permit or Rural Gas Well permit or resubmit the application for a High Impact Gas Well Permit. Operator must comply with all the application requirements for a High Impact Gas Well Permit.

14-10. AMENDED GAS WELL PERMITS

- 14-10.1. An Operator may submit an application to the Gas Inspector to amend an existing Gas Well Permit to commence drilling from a new drill site that is not shown on (or incorporated by reference as part of) the existing Gas Well Permit, to relocate a drill site or operation site that is shown on (or incorporated by reference as part of) the existing Gas Well Permit, or to otherwise amend the existing Gas Well Permit.
- 14-10.2. At least ten (10) days prior to, but not more than thirty (30) days, the date of filing with the Gas Inspector an application for an Amended Gas Well Permit under this Ordinance, the Operator shall erect the required signage. The Gas Inspector may require additional signage if the premise fronts on more than one right-of-way, street, roadway, or public thoroughfare.
- 14-10.3. Applications for amended Gas Well Permits shall be in writing, shall be signed by the Operator, and shall include the following:
 - 14-10.3.1. The application fee as set by city ordinance;
 - 14-10.3.2. A description of the proposed amendments;
 - 14-10.3.3. Any changes to the information submitted with the application for the existing Gas Well Permit (if such information has not previously been provided to the City);
 - 14-10.3.4. Such additional information as is reasonably required by the Gas Inspector to demonstrate compliance with the applicable Gas Well Permit; and
 - 14-10.3.5. Such additional information as is reasonably required by the Gas Inspector to prevent imminent destruction of property or injury to persons.
- 14-10.4. Evidence of posted signs, pursuant to the permit classification defined in this ordinance, indicating that an application to drill additional well(s) on the existing lease has been submitted to the Gas Inspector.
- 14-10.5. All applications for amended Gas Well Permits shall be filed with the Gas Inspector for review. Incomplete applications may be returned to the applicant, in which case the City shall provide a written explanation of the deficiencies; however, the City shall retain the application fee. The City may return any application as incomplete if there is a dispute pending before the Railroad Commission regarding the determination of the Operator.

- 14-10.6. If the activities proposed by the amendment are not materially different from the activities covered by the existing Gas Well Permit, and if the proposed activities are in conformance with the applicable Gas Well Permit, then the Gas Inspector shall approve the amendment within ten (10) days after the application is filed.
- 14-10.7. If the activities proposed by the amendment are materially different from the activities covered by the existing Gas Well Permit, and if the proposed activities are in conformance with the applicable Gas Well Permit, then the Gas Inspector shall approve the amendment within thirty (30) days after the application is filed. If, however, the activities proposed by the amendment are materially different and, in the judgment of the Gas Inspector, might create a risk of imminent destruction of property or injury to persons that was not associated with the activities covered by the existing Gas Well Permit or that was not otherwise taken into consideration by the existing Gas Well Permit, the Gas Inspector may require the amendment to be processed as a new Gas Well Permit application.
- 14-10.8. If the Gas Inspector does not complete the review and issue an amended Gas Well Permit within the time limits specified above shall not cause the application for the amended Gas Well Permit to be deemed approved.
- 14-10.9. The decision of the Gas Inspector to deny an amendment to a Gas Well Permit shall be provided to the Operator in writing within ten (10) days after the decision, including an explanation of the basis for the decision. The Operator may appeal any such denial to the City Council.

14-11. SUSPENSION OR REVOCATION OF GAS WELL PERMIT

- 14-11.1. If an Operator (or its officers, employees, agents, contractors, or representatives) fails to comply with any requirement of a Gas Well Permit (including any requirement incorporated by reference as part of the Gas Well Permit), the Gas Inspector shall give written notice to the Operator specifying the nature of the failure and giving the Operator a reasonable time to cure, taking into consideration the nature and extent of the failure, the extent of the efforts required to cure, and the potential impact on the health, safety, and welfare of the community. In no event, however, shall the cure period be less than ten (10) days unless the failure presents a violation of the noise provisions, a risk of imminent destruction of property or injury to persons or unless the failure involves the Operator's failure to provide periodic reports as required by this Ordinance.
- 14-11.2. If the Operator fails to correct the noncompliance, the Gas Inspector may suspend or revoke the Gas Well Permit or issue a citation pursuant to the provisions of this Ordinance. A citation shall be issued for the failure to correct a noise violation within 24 hours of the notice of violation by either the Gas Inspector or the City of Copperas Cove Police Department.

- 14-11.3. No person shall carry on any operations performed under the terms of the Gas Well Permit issued under this Ordinance during any period of any Gas Well Permit suspension or revocation or pending a review of the decision or order of the City in suspending or revoking the Gas Well Permit. Nothing contained herein shall be construed to prevent the necessary, diligent and bona fide efforts to cure and remedy the default or violation for which the suspension or revocation of the Gas Well Permit was ordered for the safety of persons or as required by the Commission.
- 14-11.4. If the Operator does not cure the noncompliance within the time specified in this Ordinance, the Gas Inspector, upon written notice to the Operator, may notify the Commission and request that the Commission take any appropriate action.
- 14-11.5. Operator may, within thirty (30) days of the date of the decision of the Gas Inspector in writing to suspend or revoke a Gas Well Permit, file an appeal to the City Council under the provisions outlined in this Ordinance pursuant to SEC. 14-23, "APPEALS" of this Ordinance.
- 14-11.6. If an application for a Gas Well Permit is denied by the Gas Inspector, nothing herein contained shall prevent a new permit application from being submitted to the Gas Inspector for the same well.

14-12. PERIODIC REPORTS

- 14-12.1. The Operator shall notify the Gas Inspector of any changes to the following information within one business week after the change occurs:
 - 14-12.1.1. The name, address, and phone number of the Operator;
 - 14-12.1.2. The name, address, and phone number of the person designated to receive notices from the city (which person must a resident of Texas that can be served in person or by registered or certified mail); and
 - 14-12.1.3. The Operator's Emergency Action Response Plan (including "drive-to-maps" from public rights-of-way to each drill site).
- 14-12.2. The Operator shall notify the Gas Inspector of any change to the name, address, and 24-hour phone number of the person(s) with supervisory authority over drilling or operations activities within one business day.
- 14-12.3. The Operator shall provide a copy of any "incident reports" or written complaints submitted to the Railroad Commission within thirty (30) days after the Operator has notice of the existence of such reports or complaints.
- 14-12.4. Beginning on December 31st after each well is completed, and continuing on each December 31st thereafter until the Operator notifies the Gas Inspector that the well has been abandoned and the site restored, the Operator shall submit a

written report to the Gas Inspector identifying any changes to the information that was included in the application for the applicable Gas Well Permit that have not been previously reported to the City.

- 14-12.5. Beginning on December 31st after each well is permitted by the City, the Operator shall provide an operational status report for every well permitted to the Operator within the City. The report shall include the Well Name, API Number, Lease Name, City Case Number, Commission Permit Number, Commission Lease ID Number and Current Status whether pending, drilling, completing, producing, plugged or abandoned.

14-13. **BONDS, LETTERS OF CREDIT, INDEMNITY, INSURANCE**

14-13.1. General Requirements

14-13.1.1. The Operator shall be required to:

- 14-13.1.1.1. Comply with the terms and conditions of this Ordinance and the Gas Well Permit issued hereunder.
- 14-13.1.1.2. Promptly clear drill and operation sites of all litter, trash, waste and other substances used, allowed, or occurring in the operations, and after abandonment or completion grade, level and restore such property to the same surface conditions as nearly as possible as existed before operations.
- 14-13.1.1.3. Indemnify and hold harmless the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by Operator under a Gas Well Permit:
- where such injuries, death or damages are caused by Operator's sole negligence or the joint negligence of Operator and any other person or entity; and
 - regardless of whether such injuries, death or damages are caused in whole or in part by the negligence of Operator.
- 14-13.1.1.4. Promptly pay all fines, penalties and other assessments imposed due to breach of any terms of the Gas Well Permit.
- 14-13.1.1.5. Promptly restore to its former condition any public property damaged by the gas operation.

14-13.2. Bond, Irrevocable Letter of Credit

- 14-13.2.1. Prior to the issuance of a Gas Well Permit the Operator shall provide the Gas Inspector with a security instrument in the form of a bond or an irrevocable letter of credit as follows:
- 14-13.2.1.1. Bond. A bond shall be executed by a reliable bonding or insurance institution authorized to do business in Texas, acceptable to the City. The bond shall become effective on or before the date the Gas Well Permit is issued and shall remain in force and effect for at least a period of six (6) months after the expiration of the Gas Well Permit term or until the well is plugged and abandoned and the site is restored, whichever occurs first. The Operator shall be listed as principal and the instrument shall run to the City, as obligee, and shall be conditioned that the Operator will comply with the terms and regulations of this Ordinance and the City. The original bond shall be submitted to the Gas Inspector with a copy of the same provided to the City Secretary.
 - 14-13.2.1.2. Letter of Credit. A letter of credit shall be issued by a reliable bank authorized to do business in Texas and shall become effective on or before the date the Gas Well Permit is issued. The letter of credit shall remain in force and effect for at least a period of six (6) months after the expiration of the Gas Well Permit term. If the Letter of Credit is for a time period less than the life of the well as required by this Ordinance, the Operator must agree to either renew the Letter of Credit or replace the Letter of Credit with a bond in the amount required by this Ordinance, on or before 45 days prior to the expiration date of the Letter of Credit. If the Operator fails to deliver to the City of Copperas Cove either the renewal Letter of Credit or replacement bond in the appropriate amount on or before 45 days prior to the expiration date of the Letter of Credit, the City of Copperas Cove may draw the entire face amount of the attached Letter of Credit to be held by the City of Copperas Cove as security for Operator's performance of its obligations under this Ordinance.
 - 14-13.2.1.3. The City shall be authorized to draw upon such letter of credit to recover any fines or penalties assessed under this ordinance. Evidence of the execution of a letter of credit shall be submitted to the Gas Inspector by submitting an original signed letter of credit from the banking institution, with a copy of the same provided to the City Secretary.
 - 14-13.2.1.4. The principal amount of any security instrument shall be Fifty Thousand Dollars (\$50,000) for any single well. If, after completion of a well, the Applicant/Operator, who initially posted a fifty thousand dollars (\$50,000) bond, has complied with all of the provisions of this

Ordinance and whose well in the producing stage and all drilling operations have ceased, may submit a request to the Gas Inspector for approval to reduce the existing bond to fifteen thousand dollars (\$15,000) for the remainder of the time the well produces without reworking. During reworking operations, the amount of the bond or letter of credit shall be maintained at fifty thousand dollars (\$50,000).

- 14-13.2.1.5. An operator drilling or reworking between one and five wells at any given time, may elect to provide a blanket bond or letter of credit, in the principal minimum amount of One Hundred Fifty Thousand Dollars (\$150,000). If the operator drills or reworks more than five wells at a time, the blanket bond or letter of credit shall be increased in increments of \$50,000 per each additional well. Once the wells are in the producing stage and all drilling operations have ceased, the Operator may elect to submit a request to the Gas Inspector for approval to reduce the existing bond and provide a blanket bond or letter of credit for the remainder of the time the well produces, without reworking, as follows:

Number of Producing Wells	Blanket Bond/Letter of Credit Amount Required
Up to 75 wells	\$100,000
75 to 150 wells	\$150,000
More than 150 wells	\$200,000

- 14-13.2.1.6. If at any time after no less than a fifteen (15) day written notice to the Operator and a public hearing, the City Council shall deem any Operator's bond or letter of credit to be insufficient, it may require the Operator to increase the amount of the bond or letter of credit up to a maximum of two hundred and fifty thousand dollars (\$250,000) per well.
- 14-13.2.1.7. Whenever the Gas Inspector finds that a default has occurred in the performance of any requirement or condition imposed by this Ordinance, a written notice shall be given to the Operator. Such notice shall specify the work to be done, the estimated cost and the period of time deemed by the Gas Inspector to be reasonably necessary for the completion of such work. After receipt of such notice, the Operator shall, within the time therein specified, either cause or require the work to be performed, or failing to do so, shall pay over to the City one hundred twenty-five (125) percent of the estimated cost of doing the work as set forth in the notice. In no event, however, shall the cure period be less than thirty (30) days unless the failure presents a risk of

imminent destruction of property or injury to persons or unless the failure involves the Operator's failure to provide periodic reports as required by this Ordinance.

- 14-13.2.1.8. The City shall be authorized to draw against any irrevocable letter of credit or bond to recover such amount due from the Operator. Upon receipt of such monies, the City shall proceed by such mode as deemed convenient to cause the required work to be performed and completed, but no liability shall be incurred other than for the expenditure of said sum in hand. In the event that the well has not been properly abandoned under the regulations of the Commission, such additional money may be demanded from the Operator as is necessary to properly plug and abandon the well and restore the drill site in conformity with the regulations of this Ordinance.
- 14-13.2.1.9. In the event the Operator does not cause the work to be performed and fails or refuses to pay over to the City the estimated cost of the work to be done as set forth in the notice, or the issuer of the security instrument refuses to honor any draft by the City against the applicable irrevocable letter of credit or bond the City may proceed to obtain compliance and abate the default by way of civil action against the Operator, or by criminal action against the Operator, or by both such methods.
- 14-13.2.1.10. When the well or wells covered by said irrevocable letters of credit or bond have been properly abandoned in conformity with all regulations of this Ordinance, and in conformity with all regulations of the Commission and notice to that effect has been received by the City, or upon receipt of a satisfactory substitute, the irrevocable letter of credit or bond issued in compliance with these regulations shall be terminated and cancelled.

14-13.3. Insurance

- 14-13.3.1. In addition to the bond or letter of credit required pursuant to this Ordinance, the Operator shall carry a policy or policies of insurance issued by an insurance company or companies authorized to do business in Texas. In the event such insurance policy or policies are cancelled, the Gas Well Permit shall be suspended on such date of cancellation and the Operator's right to operate under such Gas Well Permit shall immediately cease until the Operator files additional insurance as provided herein.
- 14-13.3.2. General Requirements applicable to all policies.
 - 14-13.3.2.1. The City, its officials, employees, agents and officers shall be endorsed as an "Additional Insured" to all policies except Employers Liability coverage under the Operator's Workers Compensation policy.

- 14-13.3.2.2. All policies shall be written on an occurrence basis except for Environmental Pollution Liability (~~Seepage and Pollution coverage~~) and Excess or Umbrella Liability, which may be on a claims-made basis.
- 14-13.3.2.3. All policies shall be written by an insurer with an A-: VIII or better rating by the most current version of the A. M. Best Key Rating Guide or with such other financially sound insurance carriers acceptable to the City.
- 14-13.3.2.4. Deductibles shall be listed on the Certificate of Insurance and shall be on a "per occurrence" basis unless otherwise stipulated herein.
- 14-13.3.2.5. Certificates of Insurance shall be delivered to the City of Copperas Cove, Building and Development Department, 207 South Third Street, Suite 100, City of Copperas Cove, Texas 78622, evidencing all the required coverages, including endorsements, prior to the issuance of a Gas Well Permit.
- 14-13.3.2.6. All policies shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- 14-13.3.2.7. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement specified herein.
- 14-13.3.2.8. Each policy shall be endorsed to provide the City a minimum thirty-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
- 14-13.3.2.9. During the term of the Gas Well Permit, the Operator shall report, in a timely manner, to the Gas Inspector any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- 14-13.3.2.10. Upon request, certified copies of all insurance policies shall be furnished to the City.

14-13.4. Standard Commercial General Liability Policy

- 14-13.4.1. This coverage must include premises, operations, blowout or explosion, products, completed operations, sudden and accidental pollution, blanket contractual liability, underground resources damage, broad form property damage, independent contractors protective liability and personal injury. This coverage shall be a minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

14-13.5. Excess or Umbrella Liability

- \$ 5,000,000 Excess, if the Operator has a stand-alone Environmental Pollution Liability (EPL) policy.
- \$10,000,000 Excess, if the Operator does not have a stand-alone EPL policy. Coverage must include an endorsement for sudden or accidental pollution. If Seepage and Pollution coverage is written on a "claims made" basis, the Operator must maintain continuous coverage and purchase Extended Coverage Period Insurance when necessary.

14-13.6. Environmental Pollution Liability Coverage

- 14-13.6.1. Operator shall purchase and maintain in force for the duration of the Gas Well Permit, insurance for environmental pollution liability applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims; all in connection with any loss arising from the insured site. Coverage shall be maintained in an amount of at least \$1,000,000 per loss, with an annual aggregate of at least \$10,000,000.
- 14-13.6.2. Coverage shall apply to sudden and accidental pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste material or other irritants, contaminants or pollutants.
- 14-13.6.3. The Operator shall maintain continuous coverage and shall purchase Extended Coverage Period insurance when necessary. The Extended Coverage Period insurance must provide that any retroactive date applicable to coverage under the policy precedes the effective date of the issuance of the permit by the City.

14-13.7. Control of Well

14-13.7.1. The policy should cover the cost of controlling a well that is out of control, re-drilling or restoration expenses, seepage and pollution damage as first party recovery for the Operator and related expenses, including, but not limited to, loss of equipment, experts and evacuation of residents.

\$ 5,000,000 Per occurrence/no aggregate, if available, otherwise an aggregate of ten (10) million dollars.

\$500,000 Sub-limit endorsement may be added for damage to property for which the Operator has care, custody and control.

14-13.8. Workers Compensation and Employers Liability Insurance

14-13.8.1. Workers Compensation benefits shall be Texas Statutory Limits

14-13.8.2. Employers Liability shall be a minimum of \$500,000 per accident.

14-13.8.3. Such coverage shall include a waiver of subrogation in favor of the City and provide coverage in accordance with applicable State and Federal laws.

14-13.9. Automobile Liability Insurance

14-13.9.1. Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

14-13.9.2. Coverage must include all owned, hired and not-owned automobiles.

14-13.10. Certificates of Insurance

14-13.10.1. The company must be admitted or approved to do business in the State of Texas, unless the coverage is written by a Surplus Lines insurer.

14-13.10.2. The insurance set forth by the insurance company must be underwritten on forms that have been approved by the Texas State Board of Insurance or ISO, or an equivalent policy form acceptable to the City, with the exception of Environmental Pollution Liability and Control of Well coverage.

14-13.10.3. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

14-13.10.4. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City. All policies shall be endorsed to read "THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT THIRTY (30) DAYS ADVANCED WRITTEN NOTICE TO THE OWNER AND THE CITY EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE TEN (10) DAYS ADVANCE WRITTEN NOTICE IS REQUIRED".

14-13.10.5. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

14-13.11. Indemnification and Express Negligence Provisions

14-13.11.1. Each Gas Well Permit issued by the Gas Inspector shall include the following language: Operator does hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which it ever had, or now has or may have, or assigns may have, or claim to have, against the City of Copperas Cove, and/or its departments, agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, or in any way incidental to or in connection with the performance of the work performed by the Operator under a Gas Well Permit. The Operator shall fully defend, protect, indemnify, and hold harmless the City of Copperas Cove, Texas, its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City of Copperas Cove, Texas, its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by Operator, its agents, assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of the work performed by the Operator under a Gas Well Permit. The Operator agrees to indemnify and hold harmless the City of Copperas Cove, Texas, its departments, its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages suffered as a result of claims, demands, costs, or judgments against the City, its departments, its officers, agents, servants, or employees, created by, or arising out of the acts or omissions of the City of Copperas Cove occurring on the drill site or operation site in the course and scope of inspecting and permitting the gas wells INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF COPPERAS

COVE OCCURRING ON THE DRILL SITE OR OPERATION SITE IN THE COURSE AND SCOPE OF INSPECTING AND PERMITTING THE GAS WELLS. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE OPERATOR TO INDEMNIFY AND PROTECT THE CITY OF COPPERAS COVE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF COPPERAS COVE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

14-13.12. Notice.

14-13.12.1. The individual designated to receive notice shall be a resident of Texas upon whom all orders and notices provided in this Ordinance may be served in person or by registered or certified mail. Every Operator shall within ten (10) days notify the Gas Inspector in writing of any change in such agent or mailing address unless operations in the City are discontinued and abandonment is complete.

14-13.13. Acceptance and Indemnity

14-13.13.1. Agreement. The Operator who has a net worth of not less than twenty-five million dollars (\$25,000,000), as shown in such Owner's or Operator's most recent audited financial statements, may substitute an acceptance and indemnity agreement in lieu of the bond or irrevocable letter of credit and insurance requirements set forth in this Ordinance, provided that such acceptance and indemnity agreement shall be in a form acceptable to, and approved by, the City Attorney and the Director of Financial Services of the City. The Gas Inspector may request an annual review of the Operator's most recent audited financial statements to assure compliance with this section.

14-14. **TECHNICAL REGULATIONS.**

14-14.1. On Site Requirements

14-14.1.1. **Abandoned Wells.** All wells shall be abandoned in accordance with the rules of the Railroad Commission and pursuant to Section 14-21 of this ordinance.

14-14.1.2. **Blowout Prevention.** In all cases, blowout prevention equipment shall be used on all wells being drilled, worked-over or in which tubing is being

changed. Protection shall be provided to prevent blowout during gas operations as required by and in conformance with the requirements of the Commission and the recommendations of the American Petroleum Institute. The Operator must equip all drilling wells with adequate blowout preventers, flow lines and valves commensurate with the working pressures involved as required by the Commission.

- 14-14.1.3. **Compliance.** Operator shall comply at all times with all applicable federal, state and City requirements.
- 14-14.1.4. **Discharge.** No person shall place, deposit, discharge, or cause or permit to be placed, deposited or discharged, any oil, naphtha, petroleum, asphalt, tar, hydrocarbon substances or any refuse including wastewater or brine including any Hazardous Waste or Hazardous Runoff from any gas operation or the contents of any container used in connection with any gas operation in, into, or upon any public right-of- way, alleys, streets, lots, storm drain, ditch or sewer, sanitary drain without permits from the appropriate city departments. or any body of water or any private property in the City.
- 14-14.1.5. **Drilling Notice.** The Operator shall provide 72-hour notice to the Gas Inspector before the start of drilling operations.
- 14-14.1.6. **Drill Stem Testing.** All open hole formation or drill stem testing shall be done during daylight hours. Drill stern tests may be conducted only if the well effluent during the test is produced through an adequate gas separator to storage tanks and the effluent remaining in the drill pipe at the time the tool is closed is flushed to the surface by circulating drilling fluid down the annulus and up the drill pipe.
- 14-14.1.7. **Dust, Vibration, Odors.** All drilling and production operations shall be conducted in such a manner as to minimize, so far as practicable, dust, vibration, or noxious odors, and shall be in accordance with the best accepted practices incident to drilling for the production of gas and other hydrocarbon substances in urban areas. All equipment used shall be so constructed and operated so that, vibrations, dust, odor or other harmful or annoying substances or effect will be minimized by the operations carried on at any drilling or production site or from anything incident thereto, to the injury or annoyance of persons living in the vicinity; nor shall the site or structures thereon be permitted to become dilapidated, unsightly or unsafe. Proven technological improvements in industry standards of drilling and production in this area shall be adopted as they become available if capable of reducing factors of dust, vibration and odor.

- 14-14.1.8. **Electric Lines.** All electric lines to production facilities shall be located in a manner compatible to those already installed in the surrounding area or subdivision.
- 14-14.1.9. **Electric Motors.** Only electric prime movers or motors shall be permitted for the purpose of pumping wells. No electric power shall be generated on location. All electrical installations and equipment shall conform to the City ordinances and the appropriate national codes.
- 14-14.1.10. **Emergency Response Plan.** Prior to the commencement of any gas or other hydrocarbons production activities, Operator shall submit to the Gas Inspector an emergency response plan establishing written procedures to minimize any hazard resulting from drilling, completion or producing of gas wells. Said plan shall use existing guidelines established by the Commission, Texas Natural Resource Conservation Commission, Department of Transportation and/or the Environmental Protection Agency and City Fire Code. A copy of the Emergency Response Plan shall be kept on site.
- 14-14.1.11. **Equipment Painted.** All production equipment on the site shall be painted and maintained at all times, including pumping units, storage tanks, buildings and structures.
- 14-14.1.12. **Explosives.** Use of explosive charges within the City limits shall require a permit issued by the City of Copperas Cove Fire Department.
- 14-14.1.13. **Fire Notice.** In the event of a fire or discovery of a fire, smoke, or unauthorized release of flammable or hazardous materials on any property, the Operator shall immediately report such condition to the fire department in accordance with the City of Copperas Cove Fire Code. The reporting limits for hazardous materials release shall conform to the requirements of the Railroad Commission and not exceed any state or federal permitting limit. A copy of the hazardous materials release records required by TCEQ shall be forwarded to the Gas Inspector on an annual basis.
- 14-14.1.14. **Fire Prevention; Sources of Ignition.** Firefighting apparatus and supplies as approved by the Fire Department and required by any applicable federal, state, or local law shall be provided by the Operator, at the Operator's cost, and shall be maintained on the drilling site at all times during drilling and production operations. The Operator shall be responsible for the maintenance and upkeep of such equipment. Each well shall be equipped with an automated valve that closes the well in the event of an abnormal change in operating pressure. All well heads shall contain an appropriately labeled emergency shut off valve to the well distribution line.

- 14-14.1.15. **Flaring.** Except during emergencies and during the ninety (90) day period following completion or re-completion of a well, no gas produced from a well located in the city shall be flared, vented or permitted to escape, and no oil produced from such a well shall be permitted to escape.

Prior to the approval of flaring, other than in emergency situations, the Operator must submit and obtain approval from the City Fire Chief a "Flaring Plan" that will include the following:

- Site Plan of the subject property to include:
 - Location of all wells, tanks, pits and other permanent and temporary facilities;
 - Location of flaring pit(s);
 - Location of all off-site structures and other facilities within 1,000 feet of the proposed flaring operation(s);
- Methodology to be used for flaring;
- Time periods in which flaring will take place;
- An Emergency Action and Response Plan in the event flaring creates an emergency situation.

The Operator MUST notify the City Fire Chief and all adjoining land owners within 1,000 feet of the flaring operations of the time and place that flaring will take place.

- 14-14.1.16. **Fracing Operations.** All formation fracture stimulation operations shall be conducted during daylight hours unless the Operator has notified and obtained permission from the Gas Inspector for operations during nighttime hours. The following requirements shall apply to all fracture stimulation operations performed on a well within six hundred (600) feet of an occupied residence:

At least forty-eight (72) hours before operations are commenced, the Operator shall notify the Gas Inspector and post a sign at the entrance of the well site advising the public of the date the operations will commence;

- "Flowback" operations to recover fluids used during fracture stimulation shall be exempt from work hour restrictions;
- A watchman shall be required at all times during such operations; and
- At no time shall the well be allowed to flow or vent directly to the atmosphere without first directing the flow through separation equipment or into a portable tank.

- 14-14.1.17. **Fresh Water Wells.** It shall be unlawful to drill any well, the center of which, at the surface of the ground, is located within two hundred (200) feet to any existing fresh water well. The measurement shall be in a direct line from the closest well bore to the fresh water well bore.
- 14-14.1.17.1. The operator of a gas well shall provide the Gas Inspector with a "pre-drilling" and "post-drilling" water analysis and flow rate from any existing fresh water well within five hundred (500) feet of the gas well.
- 14-14.1.17.2. An operator may drill a fresh water well, in compliance with state law, to use for drilling and completion operations within two hundred (200) feet of the wellbore, however, a well that is used for drilling and production operations is excluded from the two hundred (200) feet setback for future wells drilled on the permitted pad site.
- 14-14.1.17.3. A copy of the Texas Water Development Board permit shall be provided to the Gas Inspector along with the geographic coordinates of every water well within five hundred (500) feet of the well bore.
- 14-14.1.17.4. A copy of all plugging and abandonment reports filled with the state and/or transfer of ownership notice shall be provided to the Gas Inspector and the Public Works Department.
- 14-14.1.17.5. The operator of a gas well shall provide the Gas Inspector with a "pre-drilling" and "post-drilling" water analysis from the fresh water well if the well is transferred to private or public use.
- 14-14.1.18. **Gas Lift Compressor.** Any onsite compressor used to 'lift gas' shall be designed to comply with the noise requirements of this ordinance.
- 14-14.1.19. **Gas emission or Burning Restricted.** No person shall allow, cause or permit gases to be vented into the atmosphere or to be burned by open flame except as provided by law or as permitted by the Commission. If the venting of gases into the atmosphere or the burning of gases by open flame is authorized as provided by law or as permitted by the Commission, then such vent or open flame shall not be located closer than three hundred (300) feet from any building not used in operations on the drilling site and such vent or open flame shall be screened in such a way as to minimize detrimental effects to adjacent property owners.
- 14-14.1.20. **Gas Processing Onsite.** Except for a conventional gas separator or line heater, no refinery, processing, treating, dehydrating or absorption plant of any kind shall be constructed, established or maintained on the premises without appropriate City permits and a Certificate of Occupancy.
- 14-14.1.21. **Grass, Weeds, Trash.** All drill and operation sites shall be kept clear of high grass, weeds, and combustible trash within a radius of one hundred (100) feet around any gas tank or tanks or producing wells.

- 14-14.1.22. **Hazardous Plan.** Hazardous Materials Management Plan (HMMP) and all Material Safety Data Sheets (MSDS) for all hazardous materials that will located, stored, transported and/or temporarily used on the operations site shall be submitted to the Gas Inspector for distribution to the Emergency Management Coordinator.
- 14-14.1.23. **Lights.** No person shall permit any lights located on any drill or operation site to be directed in such a manner so that they shine directly on public roads, adjacent property or property in the general vicinity of the operation site. To the extent practicable, and taking into account safety considerations, site lighting shall be directed downward and internally so as to avoid glare on public roads and adjacent dwellings and buildings within three hundred (300) feet.
- 14-14.1.24. **Muffling Exhaust.** Exhaust from any internal combustion engine or compressor, stationary or mounted on wheels, used in connection with the drilling of any well or for use on any production equipment shall not be discharged into the open air unless it is equipped with an exhaust muffler, or mufflers or an exhaust muffler box constructed of noncombustible materials sufficient to suppress noise and disruptive vibrations and prevent the escape of obnoxious gases, fumes or ignited carbon or soot.
- 14-14.1.25. **Pits.** The following applies for pits used for drilling and completion operations:
- 14-14.1.25.1. Lined earthen mud or circulating pits or a closed loop mud system shall be used.
 - 14-14.1.25.2. Close loop mud systems shall be used for all High Impact Gas Well Permit sites unless a waiver is granted by the City Council.
 - 14-14.1.25.3. All pits and contents shall be dewatered, backfilled and compacted following the schedule established by the statewide rules of the Railroad Commission.
 - 14-14.1.25.4. No drill cuttings, rotary mud and wastewater generated during drilling operations may be buried on site unless permitted by the Texas Railroad Commission and approved by the City after submission of an acceptable pre-burial test.
 - 14-14.1.25.5. No pit shall be placed in a floodplain without obtaining a floodplain development permit from the City.
 - 14-14.1.25.6. The fresh water facing pit shall be enclosed with open design chain link black or dark green fencing on all four sides. No fresh water pit may be placed in any City recognized drainage way, FEMA floodplain or floodway. Construction of the fresh water pit must comply with all city, state and federal regulations.

14-14.1.25.7. Every drill pit used for drilling operations shall be fenced on all open sides during drilling operations and enclosed on all four sides with a chain link fence in compliance with Section 14-18 after drilling operations have ceased.

14-14.1.25.8. No flowback waste water produced by frac operations shall be placed in any open pit without a copy of a valid state permit submitted to the Gas Inspector.

14-14.1.25.9. Fresh water fracing pits, not transferred to the surface owner, shall be closed and the site restored within one hundred twenty (120) days after completion operations have ceased unless extended by the Gas Inspector .

14-14.1.26. **Private Roads and Drill Sites.** Prior to the commencement of any drilling operations, all private roads used for access to the drill site and the operation site itself shall be at least fifteen (15) feet wide, drain appropriately, have an overhead clearance of fourteen (14) feet and shall be surfaced with a crushed rock, gravel or ore and maintained to prevent dust and mud. In particular cases these requirements governing surfacing of private roads may be altered at the discretion of the Gas Inspector and Public Works after consideration of all circumstances including, but not limited to, the following: distances from public streets and highways; distances from adjoining and nearby property owners whose surface rights are not leased by the operation; the purpose for which the property of such owners is or may be used; topographical features; nature of the soil; and exposure to wind. Watering, wetting or other methods or materials must be used to control the dust on all roads adjacent to residential property

A permanent approach, meeting the City design requirements, gate shall be constructed at the entrance of the access road onto a public street within sixty (60) days after drilling operations have ceased or at the request of the Gas Inspector.

14-14.1.27. **Salt Water Wells.** No commercial salt water disposal wells shall be located within the City of Copperas Cove.

14-14.1.27.1. A city permit for a non-commercial saltwater disposal well for lease use only, as identified on the Railroad Commission form W-14, may be issued if

- The well is located in an Industrial zoned Districts;
- All permit and notifications requirements to obtain a state permit are reviewed by the Gas inspector prior to obtaining the state permit;

- A state permit is obtained from the Commission to dispose of non-hazardous oil and gas waste by injection into a porous formation not productive of oil and gas;
- The saltwater disposal well waste is injected into the Ellenberger Formation;
- The saltwater disposal well is cased and cemented to the surface;
- The disposal well permit must be approved by the City Council if the well is located within one thousand (1,000) feet of a Protected Use;
- The disposal well is in compliance with all conditions of the state permit; and
- viii) The disposal well is in compliance with any restrictions placed on the city permit.
- The City shall have the right to terminate the saltwater disposal permit and required the well to be plugged and abandoned within thirty (30) days after notice of noncompliance.

14-14.1.28. **Signs.**

14-14.1.28.1. A sign shall be immediately and prominently displayed at the gate on the temporary and permanent site fencing erected pursuant to Sec. 14-18 of this Ordinance. Such sign shall be durable material, maintained in good condition and, unless otherwise required by the Commission, shall have a surface area of not less than two (2) square feet nor more than four (4) square feet and shall be lettered with the following:

- Well name and number;
- Name of Operator;
- The emergency 911 number; and
- Telephone numbers of two (2) persons responsible for the well who may be contacted in case of emergency.

14-14.1.28.2. Permanent weatherproof signs reading "DANGER NO SMOKING OR OPEN FLAME ALLOWED IN THIS AREA " "PELIGRO NO FUMAR O INICIAR LLAMA EN ESTA AREA", shall be posted immediately upon completion of the well site fencing at the entrance of each well site and tank battery or in any other location approved or designated by the Fire Chief of the City. Sign lettering shall be four (4) inches in height and shall be red on a white background or white on a red background. Each sign shall include the emergency notification numbers of the Fire Department and the Operator, well and lease designations required by the Commission.

14-14.1.28.3. National Fire Prevention Association (NFPA) 704 diamond hazard identification signs are required on each tank and at the entrance to the site adjacent to the Operator's sign. A label must be located on each tank indicating exact chemicals that may be contained in the tank. Text shall be minimum six (6) inches in height, contrasting with the background color.

14-14.1.29. **Storage of Equipment.** On-site storage is prohibited on the operation site. No equipment shall be stored on the drilling or production operation site, unless it is necessary to the everyday operation of the well. Lumber, pipes, tubing and casing shall not be left on the operation site except when drilling or well servicing operations are being conducted on the site.

No vehicle or item of machinery shall be parked or stored on any street, right-of-way or in any driveway, alley or upon any operation site which constitutes a fire hazard or an obstruction to or interference with fighting

or controlling fires except that equipment which is necessary for drilling or production operations on the site. The Fire Department shall be the entity that determines whether an equipment on the site shall constitute a fire hazard.

- 14-14.1.30. **Storage Tanks.** All tanks and permanent structures shall conform to the American Petroleum Institute (A.P.I.) specifications unless other specifications are approved by the Fire Chief. All storage tanks shall be equipped with a secondary containment system including lining with an impervious material. The secondary containment system shall be a minimum of three feet (3') in height and one and one-half (1 1/2) times the contents of the largest tank in accordance with the Fire Code, and buried at least one foot (1'). Drip pots shall be provided at the pump out connection to contain the liquids from the storage tanks.
- 14-14.1.30.1. Temporary flowback tanks shall be removed within, ninety (90) days after completion of the gas well(s) at the pad site unless permission is obtained from the Gas Inspector to extend the time period for no more than thirty (30) days.
- 14-14.1.30.2. All tanks shall be set back pursuant to the standards of the Commission and NFPA 101, but in all cases, shall be at least twenty-five (25) feet from any public street, road, highway or future street, or right-of-way and fifty (50) feet from a structure. Each storage tank shall be equipped with a level control device that will automatically activate a valve to close the well in the event of excess liquid accumulation in the tank.
- 14-14.1.30.3. No permanent or temporary improvements shall be placed in a floodway identified by FEMA on the most current FIRM or the 100-year floodplain without a floodplain development permit obtained from the City.
- 14-14.1.30.4. Tanks must be at least one hundred (100) feet from any residence, religious institution, public building, hospital building, school or combustible structure.
- 14-14.1.31. **Tank Battery Facilities.** Tank battery facilities shall be equipped with a lightning arrestor system.
- 14-14.1.32. **Surface Casing.** Surface casing shall be run and set in full compliance with the applicable rules and regulations of the Commission.
- 14-14.1.33. **Valves.** Each well must have a shutoff valve to terminate the well's production. The Fire Department shall have access to the well site and the shut-off valve in an emergency.

- 14-14.1.34. **Waste Disposal.** Unless otherwise directed by the Commission, all tanks used for storage shall conform to the following:
- 14-14.1.34.1. Operator must use portable closed steel storage tanks for storing liquid hydrocarbons. Tanks must meet the API standards. All tanks must have a vent line, flame arrester and pressure relief valve. All tanks must be enclosed by a fence applicable to the issued permit classification. No tank battery shall be within one hundred (100) feet of any dwelling or other combustible structure.
 - 14-14.1.34.2. Drilling mud, cuttings, liquid hydrocarbons and all other field waste derived or resulting from or connected with the drilling, re-working or deepening of any well shall be discharged into the mud reserve pit. All disposals must be in accordance with the rules of the Commission and any other appropriate local, state or federal agency.
 - 14-14.1.34.3. Unless otherwise directed by the Commission, waste materials shall be removed from the site and transported to an off-site disposal facility not less often than every thirty (30) days. Water stored in on-site tanks shall be removed as necessary.
 - 14-14.1.34.4. All waste shall be disposed of in such a manner as to comply with the air and water pollution control regulations of the State, this Ordinance and any other applicable ordinance of the City.
- 14-14.1.35. **Watchman.** The Operator must keep a watchman or security personnel on site during the drilling or re-working of a well when other workmen are not on the premises. The Watchman must be English speaking, competent, prudent and of a minimum of eighteen (18) years of age.
- 14-14.1.36. **Wellhead Status after Fracing.** All wellheads waiting on completion, for a period greater than 10 days, shall be:
- 14-14.1.36.1. Completed through the production casing flange with a metal plate or blind flange bolted across the head;
 - 14-14.1.36.2. Surrounded with a six (6) feet tall chain link fence halving a gate and lock;
 - 14-14.1.36.3. The cellar shall be filled or closed.
 - 14-14.1.36.4. The Bradenhead shall be piped to the surface and open to the atmosphere or have an observable and adequate pressure gauge with operable test valve.
- 14-14.1.37. **Work Hours for Site Development.** No construction activities involving excavation of, demolition of, alteration to, or repair work on any access road or pad site, shall occur during nighttime hours or at any time on Sunday.

14-15. NOISE

- 14-15.1. No well shall be drilled, redrilled or any equipment operated at any location within the city in such a manner so as to create any noise which causes the exterior noise level when measured at the nearest Protected Use receiver's/receptor's property line or one hundred (100) feet from the nearest Protected Use structure (as measured to the closest exterior point of the building), whichever is closer to the receiver/receptor, that exceeds the Ambient Noise Level by more than five (5) decibels during daytime hours and more than three (3) decibels during nighttime hours. Fracing operations may not exceed the Ambient Noise Level by more than ten (10) decibels. Backflow operations may not exceed the Ambient Noise Level by more than five (5) decibels during nighttime hours.
- 14-15.2. The Operator shall be responsible for establishing and reporting to the City the pre-drilling Ambient Noise Level prior to the issuance of a gas well permit. Once the drilling is complete, the Operator shall be required to establish a new Ambient Noise Level prior to the installation of any new noise generation equipment.
- 14-15.3. Adjustments to the noise standards as set forth above in subsection (1) of this section may be permitted in accordance with the following:

Permitted Increase (dBA)	Duration of Increase (minutes)*
5	15
10	5
15	1
20	Less than 1

*Cumulative minutes during any one hour

- 14-15.4. All workover operations shall be restricted to daytime hours.
- 14-15.5. The exterior noise level generated by the drilling, redrilling or other operations of all gas wells located within six hundred (600) feet of a Protected Use shall be continuously monitored, to ensure compliance. The cost of such monitoring shall be borne by the Operator.
- 14-15.6. Acoustical blankets, sound walls, mufflers or other alternative methods as approved by the Gas Inspector may be used to ensure compliance. All soundproofing shall comply with accepted industry standards and subject to approval by the City's Fire Department.
- 14-15.7. The sound level meter used in conducting noise evaluations shall meet the American National Standard Institute's Standard for sound meters or an instrument and the associated recording and analyzing equipment which will provide equivalent data.

- 14-15.8. A citation shall be issued for the failure to correct the violation within 24 hours of the notice of violation by either the Gas Inspector or the City of Copperas Cove Police.
- 14-15.9. During nighttime operations for High Impact and Urban Gas Wells, the operation of vehicle audible back-up alarms shall be prohibited or replaced with approved non- auditory signaling systems, such as spotters or flagmen. Deliveries of pipe, casing and heavy loads shall be limited to daytime hours, except for emergency situations. The Derrick Man and Driller shall communicate by walkie-talkie or other non disruptive means only when the Derrick Man is in the derrick. Horns may not be used to signal for connection or to summon crew (except that a horn may be used for emergency purposes only). The operator shall conduct onsite meetings to inform all personnel of nighttime operations noise control requirements.

14-16. **WELL SETBACKS.**

- 14-16.1. It shall be unlawful to drill any well, the center of which, at the surface of the ground, is located:
 - 14-16.1.1. Within twenty-five (25) feet from any storage tank, or source of ignition;
 - 14-16.1.2. Within seventy-five (75) feet of any public street, road, highway or future street, right-of-way or property line;
 - 14-16.1.3. Within six hundred (600) feet from any Protected Use;
 - 14-16.1.4. Within two hundred (200) feet from any building used, or designed and intended to be used, for human occupancy;
 - 14-16.1.5. Within one hundred (100) feet of any building accessory to, but not necessary to the operation of the well; or
 - 14-16.1.6. Within two hundred (200) feet to any fresh water well not drilled by the operator as a specific source of water used for drilling or completion operations without the express written permission of the owner of the water well. The measurement shall be in a direct line from the closest well bore to the fresh water well bore. The distance requirement for fresh water wells is subject to the Railroad Commission regulations and any other state or federal requirements.
- 14-16.2. The distance shall be calculated from the well bore, in a straight line, without regard to intervening structures or objects, to the closest exterior point of any object listed in 1) through 6) above.
- 14-16.3. The distance set out in subsection 3) of this section may be reduced, but never less than two hundred (200) feet from any Protected Use, with a:

- 14-16.3.1. Waiver granted by the City Council; or
- 14-16.3.2. Written notarized waivers granted by the all the Protected Use property owners within a six hundred (600) foot radius around the proposed well pursuant to Section 14-8.1 of this Ordinance. Any waivers must identify the property address, block and lot number, subdivision name (if applicable) and plat volume and page and be filed, at the expense of the operator, in the applicable county records prior to the application of High Impact Permit.

14-17. INSTALLATION OF PIPELINES ON, UNDER OR ACROSS PUBLIC PROPERTY

- 14-17.1. The Operator shall apply to the City for a franchise agreement on, over, under, along or across the City streets, sidewalks, alleys and other City property for the purpose of constructing, laying, maintaining, operating, repairing, replacing and removing pipelines so long as production or operations may be continued under any Gas Well Permit issued pursuant to this Ordinance. Operator shall:
 - 14-17.1.1. Not interfere with or damage existing water, sewer or gas lines or the facilities of public utilities located on, under or across the course of such rights-of way.
 - 14-17.1.2. Furnish to the Director of Development Services of the City a plat showing the location of such pipelines.
 - 14-17.1.3. Construct such lines out of pipe in accordance with the City codes and regulations properly cased and vented if under a street;
 - 14-17.1.4. Grade, level and restore such property to the same surface condition, as nearly as practicable, as existed when operations for the drilling of the well were first commenced.
 - 14-17.1.5. No Gas Well Permit shall be issued for any well to be drilled within any of the streets or alleys of the City and/or projected streets or alleys shown by the current comprehensive plan of the City, and no street or alley shall be blocked or encumbered or closed due to any exploration, drilling or production operations unless prior consent is obtained from the Gas Inspector. Any consent from the Gas Inspector shall be temporary in nature and state the number of hours and/or days that any street or alley may be blocked, encumbered or closed.

14-18. FENCES

14-18.1. Fences. Fences shall not be required on drill sites during initial drilling, completion or re-working operations as long as 24-hour on-site supervision is provided. A secured entrance gate on the access road containing a Knox box shall be required and all gates are to be kept locked when the Operator or his employees are not on the premises. All production equipment on the operation site shall be completely enclosed by a permanent chain link fence with a secured gate and Knox box as follows:

14-18.2. Chain Link fences

14-18.2.1. The fence shall be at least six (6) feet in height;

14-18.2.2. Support posts shall be set in concrete and shall be imbedded into the ground to a depth sufficient to maintain the stability of the fence; provided, however, so long as stability of the fence is maintained, temporary fence posts shall not be required to be set in concrete;

14-18.2.3. The chain link shall be dark green or black steel wire;

14-18.2.4. The chain link fence shall have a minimum thickness of eleven (11) gauge;

14-18.2.5. Posts and rails shall be standard black or dark green welded pipe;

14-18.2.6. Tension rods shall be three-eighths-inch round steel bolt stock. Adjustable tighteners shall be turnbuckle or equivalent having a six-inch minimum take-up. Tension bars shall have a minimum thickness of one-fourth by three-fourths inch.

14-18.3. Gate Specifications. All chain link fences shall be equipped with at least one (1) gate.

14-18.3.1. The gate shall meet the following specifications:

14-18.3.2. Each gate shall be not less than twelve (12) feet wide and be composed of two (2) gates, each of which is not less than six (6) feet wide, or one (1) sliding gate not less than twelve (12) feet wide. If two (2) gates are used, gates shall latch and lock in the center of the span;

14-18.3.3. The gates shall be of black or dark green chain link construction that meets the applicable specifications, or of other approved material that, for safety reasons, shall be at least as secure as a chain link fence;

14-18.3.4. The gates shall be provided with a combination catch and locking attachment device for a padlock, and shall be kept locked except when being used for access to the site; and

14-18.3.5. Operator must provide the City Fire Chief with a "Knox Padlock" or "Knox Box with a key" to access the well site to be used only in case of an emergency.

14-19. LANDSCAPING

- 14-19.1. High Impact and Urban Gas Well Permits will require tree preservation and/or planting measures. Well classifications are established through their proximity to Protected Uses. A 40% tree canopy requirement through preservation and/or planting will apply to those wells located two hundred (200) to six hundred (600) feet from a Protected Use. A 30% tree canopy requirement through preservation and/or planting will apply to those wells located between six hundred (600) through one thousand (1,000) feet from Protected Uses.
- 14-19.2. The following requirements apply to both High Impact and Urban Gas Well Permits.
 - 14-19.2.1. A minimum retention of 25% of the existing trees will be required as with other land uses unless removal necessary for location of equipment as determined by the Gas Inspector.
 - 14-19.2.2. No more than 25% of the same species may be planted at one site.
 - 14-19.2.3. A minimum of 25% of the planted trees must be an evergreen species; and
 - 14-19.2.4. A minimum of 75% of the planted trees must be located between the gas well site and protected uses or public way. An administrative waiver of the 75% placement can be approved by the Director of City Development Services with proof that the proposed planting will screen the negative views into the well site from the Protected Uses.
 - 14-19.2.5. The percent coverage is established by the actual canopy coverage area retained and tree plantings. For planted trees, two thousand (2000) square feet will be credited for large canopy trees, seven hundred (700) square feet will be credited for medium canopy trees and one hundred (100) square feet will be credited for small canopy trees at normal grow out.
 - 14-19.2.6. The minimum size of tree planted will be three (3) inches in diameter measured one foot above ground level. If the tree is multi trunk, the main stem will be given full credit for its diameter and all other stems will receive 1/2 credit. The total of all must be three (3) inches or greater. All planted trees will be credited its canopy coverage at normal grow out.
 - 14-19.2.7. All trees that die within two (2) years of the date of project completion will be replaced by another replacement tree. The replacement tree carries the same two-year replacement requirement. A replacement of any tree that dies within two (2) years of planting will be replaced by the Operator

or agent and a new two (2) year guarantee will begin at the time of replacement.

~~14-19.2.8.~~ All other interpretations of the tree canopy coverage and regulations will be made by the Director of City Development Services.

14-19.2.9. The following list of trees is considered desirable and adapted trees for the Copperas Cove area. Planting of trees for this list is acceptable. Other trees will be considered by the Director of City Development Services and granted on a case-by-case basis. The approval of additional species will be judged on adaptability, long-term health and growing characteristic of the tree type.

Common Name	Scientific Name	Canopy Size
Redbud	<i>Cercis Canadensis</i>	Small
Mexican plum	<i>Prunus Mexicana</i>	Small
Cherry laurel	<i>Prunus caroliniana</i>	Medium
Eve's necklace	<i>Sophora affinis</i>	Medium
Crab apple	<i>Malta angustifolia</i>	Medium
Bradford pear	<i>Pyrus calleryana</i> var. <i>Bradford</i>	Medium
Golden Raintree	<i>Koelrueteria paniculata</i>	Medium
Cada Maple	<i>Acer saccharum</i>	Large
Red Maple	<i>Acer rubrum</i>	Large
Bigtooth maple	<i>Acer grandidentatum</i>	Large
Bur oak	<i>Quercus macrocarpa</i>	Large
Chinquapin oak	<i>Quercus muhlenbergii</i>	Large
Live oak	<i>Quercus virginiana</i>	Large
Shumard red oak	<i>Quercus shumardii</i>	Large
Texas red oak	<i>Quercus texana</i>	Large
Post oak	<i>Quercus stallata</i>	Large
Blackjack oak	<i>Quercus marilandica</i>	Large
Pecan	<i>Carya Illinoensis</i>	Large
Lacebark elm	<i>Ulmas parvifolia</i>	Large
Cedar elm	<i>Ulmas crassifolia</i>	Large
American elm	<i>Ulmas Americana</i>	Large
Bald cypress	<i>Taxodium distichum</i>	Large
Black walnut	<i>Carya nigra</i>	Large
Green ash	<i>Fraxinus pennsylvanica</i>	Large
Texas ash	<i>Fraxinus</i>	Large
Southern magnolia	<i>Magnolia grandiflora</i>	Large

14-20. **CLEANUP AND MAINTENANCE.**

- 14-20.1. **Cleanup after well servicing.** After the well has been completed or plugged and abandoned, the Operator shall clean the drill site or operation site, complete restoration activities and repair all damage to public property caused by such operations within sixty (60) days.
- 14-20.2. **Clean-up after spills, leaks and malfunctions.** After any spill, leak or malfunction, the Operator shall remove or cause to be removed to the satisfaction of the City Fire Chief and the Gas Inspector all waste materials from any public or private property affected by such spill, leak or malfunction. Clean-up operations must begin immediately. If the owner fails to begin site clean-up immediately the Gas Inspector may then employ any cleanup expert or experts or other contractors or suppliers of special services, or may incur any other expenses for labor and material which the Gas Inspector deems necessary to clean-up such spill, leak or malfunction.
- 14-20.3. **Free from debris.** The public street entrance and property on which a well site is located shall at all times be kept free of mud, debris, pools of water or other liquids, contaminated soil, weeds, brush, trash or other waste material within a radius of one hundred (100) feet around any separators, tanks and producing wells.
- 14-20.4. **Painting.** All production equipment shall be painted and maintained at all times, including wellheads, pumping units, tanks, secondary containment and buildings or structures. When requiring painting of such facilities, the Gas Inspector shall consider the deterioration of the quality of the material of which such facility or structure is constructed, the degree of rust, and its appearance. Paint shall be of a neutral color, compatible with surrounding uses. Neutral colors shall include sand and unobtrusive shades of black or dark green.
- 14-20.5. **Blowouts.** In the event of the loss of control of any well, Operator shall immediately take all reasonable steps to regain control regardless of any other provision of this Ordinance and shall notify the Gas Inspector as soon as practicable. The Gas Inspector shall certify in writing, briefly describing the same, to the City Manager. If the Gas Inspector, in his opinion, believes that danger to persons and property exists because of such loss of well control and that the Operator is not taking or is unable to take all reasonable and necessary steps to regain control of such well, the Gas Inspector may then employ any well control expert or experts or other contractors or suppliers of special services, or may incur any other expenses for labor and material which the Gas Inspector deems necessary to regain control of such well. The City shall then have a valid lien against the interest in the well of all working interest owners to secure payment of

any expenditure made by the City pursuant to such action of the Gas Inspector in gaining control of said well.

14-21. PLUGGED AND ABANDONED WELLS

- 14-21.1. **Surface requirements for plugged and abandoned well** - Whenever abandonment occurs pursuant to the requirements of the Commission, the Operator so abandoning shall be responsible for the restoration of the well site to its original condition as nearly as practicable, in conformity with the regulations of this Ordinance.
- 14-21.2. **Abandonment** - Abandonment shall be approved by the Gas Inspector after restoration of the drill site has been accomplished in conformity with the following requirements at the discretion of the Gas Inspector:
- 14-21.2.1. The derrick and all appurtenant equipment thereto shall be removed from drill site;
 - 14-21.2.2. All tanks, towers, and other surface installations shall be removed from the drill site;
 - 14-21.2.3. All concrete foundations, piping, wood, guy anchors and other foreign materials regardless of depth, except surface casing, shall be removed from the site, unless otherwise directed by the Commission;
 - 14-21.2.4. All holes and depressions shall be filled with clean, compactable soil;
 - 14-21.2.5. All waste, refuse or waste material shall be removed from the drill site; and
 - 14-21.2.6. During abandonment, Operator shall comply with all applicable sections in this Ordinance.
- 14-21.3. **Abandoned well requirement** - The Operator shall furnish the following to the Gas Inspector:
- 14-21.3.1. A copy of the W-3A 'Notice of Intention to Plug & Abandon' and 'W-3 Plugging Record' forms on the same date these forms are submitted to the; and
 - 14-21.3.2. Prior 48-hour notice of intention to abandon under the provisions of this section and stating the date such work will be commenced. Abandonment may then be commenced on or subsequent to the date so stated.
 - 14-21.3.3. All wells shall be abandoned in accordance with the rules of the Railroad Commission; however, all well casings and cellars shall be cut and removed to a depth of at least three (3) feet below the surface. A permanent abandonment marker pipe, with the well identity and location

permanently inscribed, shall be welded to the casing and shall be at least four (4) inches in diameter with a length of four (4) feet visible above the ground level.

- 14-21.4. **Abandonment requirements prior to new construction** - All abandoned or deserted wells or drill sites shall meet the most current abandonment requirements of the Commission prior to the issuance of any building permit for development of the property. No structure shall be built over an abandoned well.

14-22. **TECHNICAL ADVISOR.**

- 14-22.1. The City may from time to time employ a technical advisor or advisors who are experienced and educated in the gas industry or the law as it pertains to gas matters. The function of such advisor(s) shall be to advise, counsel or represent the City on such matters relating to gas operations within the City as the City may want or require and the effect thereof, both present and future, on the health, welfare, comfort and safety of the citizens of the City. In the event such Technical Advisor(s) is employed for the purpose of advising, counseling or representing the City relative to an Operator's unique and particular set of circumstances, case or request relating to this Ordinance, then the cost for such services of such technical advisor(s) shall be assessed against and paid for by such Operator in addition to any fees or charges assessed pursuant to this Ordinance. Prior to the employment of a Technical Advisor, the City shall inform the Operator of the intended scope of work and the estimated costs and expenses.

14-23. **APPEALS**

- 14-23.1. The City Council shall have and exercise the power to hear and determine appeals where it is alleged there is error or abuse of discretion regarding the issuance of a Gas Well Permit or the revocation or suspension of any Gas Well Permit issued hereunder as provided by this Ordinance. Any person or entity whose application is denied by the Gas Inspector (other than for distance requirements set out in this Ordinance) or whose Gas Well Permit is suspended or revoked or whose well or equipment is deemed by the Gas Inspector to be abandoned may, within thirty (30) days of the date of the written decision of the Gas Inspector file an appeal to the City Council in accordance with the following procedure:
- 14-23.2. An appeal shall be in writing and shall be filed in triplicate with the City Secretary. The grounds for appeal must be set forth specifically, and the error described, by the appellant.

- 14-23.3. Within forty-five (45) days of receipt of the records, the City Secretary shall transmit all papers involved in the proceeding, place the matter on the City Council agenda for hearing and give notice by mail of the time, place and purpose thereof to appellant and any other party who has requested in writing to be so notified. No other notice need be given.
- 14-23.4. Appeal fees shall be required for every appeal in the amount of three hundred (\$300) dollars.

14-24. PENALTY.

- 14-24.1. It shall be unlawful and an offense for any person to do the following:
 - 14-24.1.1. Engage in any activity not permitted by the terms of a Gas Well Permit issued under this Ordinance.
 - 14-24.1.2. Fail to comply with any condition set forth in a Gas Well Permit issued under this Ordinance; or
 - 14-24.1.3. Violate any provision or requirement set forth under this Ordinance.
- 14-24.2. Any violation of this Ordinance shall be punished by a fine of not more than two thousand dollars (\$2,000.00) per day, subject to applicable State law. Each day that a violation exists shall constitute a separate offense.

ROAD REPAIR AGREEMENT

THIS ROAD REPAIR AGREEMENT, (“Agreement”), is made and entered into on this the ____ day of _____, 20__ by and between the **CITY OF COPPERAS COVE, TEXAS** (“City”), a municipal corporation of the State of Texas, located within Coryell and Bell Counties, Texas and _____ (“Operator”) for the repair of streets and/or roadways within the City of Copperas Cove, Texas.

WHEREAS, Operator is in the business of drilling gas wells and, in connection therewith, shall be engaged in drilling and production activities on property within the city limits of Copperas Cove as permitted by the City which abuts, is adjacent to, and/or is accessed by roadways within the City of Copperas Cove; and

WHEREAS, use of the roadways by the Operator for the purpose of performing the activities described hereinabove may cause damage to the roadways; and

WHEREAS, the City and Operator, for the mutual consideration hereinafter stated, desire to enter into this Agreement for Operator to repair said roadways for the duration of the term of this Agreement in consideration of Operator’s use of said roadways for the purpose of the activities described hereinabove;

IT IS NOW THEREFORE AGREED THAT:

ARTICLE 1. REPAIR OBLIGATION

Operator shall repair damages caused by Operator or its contractors, subcontractors, employees, and agents, excluding ordinary wear and tear, if any, to roadways that abuts any property permitted by the City and used by the Operator for the drilling and production of gas wells pursuant to any active Gas Well Permits issued to Operator. The repair obligation shall continue even if the Gas Well Permits are amended or a Pad Site Permit is issued to allow for the drilling of additional gas wells. This obligation shall continue during the term of this Agreement, and Operator shall, prior to the termination of this Agreement, as provided herein, repair such damages to such roadways, excluding ordinary wear and tear, if any, to the condition in which such roadways existed prior to the execution of this Agreement. Operator shall make a videotape of all such roadways prior to the start of Operator drilling and operation of each of its gas wells and shall provide a copy of the videotape to the Director of Transportation and Public Works. Operator shall notify the Director of Transportation and Public Works when drilling or fracing operations are complete so that the Director of Transportation and Public Works can determine if repairs are required.

In connection with its obligation to repair said roadways, Operator shall use materials of the same or better quality than those utilized to surface and/or repair the roadways prior to

execution of this Agreement and in accordance with the current standards specifications of the City. Deviation from the materials described herein shall not be permitted without the prior written consent of the Director of Transportation and Public Works. Repairs shall be completed in accordance with standard engineering practices acceptable to the City.

Operator shall repair the damage to the roadways at its sole cost and expense.

During the term of this Agreement, Operator shall periodically inspect the roadways during drilling, fracture stimulation or reworking of any permitted gas well to determine whether or not any damage has occurred as a result of Operator's activities. Immediately upon discovering the existence of any such damage to the roadways, Operator shall undertake to repair and/or remedy same. Upon discovery of damage by the Operator, the Operator will have 48 hours to contact the Director of Transportation and Public Works to work out a schedule of repairs. Repairs shall take place within 30 days or immediately if the damage affects the immediate health and safety of individuals.

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall commence upon the date indicated above and shall continue in full force and effect until Operator has completed and/or permanently discontinued the activities upon the roadways next to any permitted gas well.

ARTICLE 3. INSURANCE AND INDEMNITY

The Operator shall provide or cause to be provided the insurance described below for each well unless a Gas Well Permit has been issued wherein such insurance has been provided for the issuance of the Gas Well Permit under the terms and conditions described in the Copperas Cove "Oil & Gas Well Ordinance" and such insurance to continue until the well is abandoned and the site restored.

In addition to the bond or letter of credit required pursuant to this Agreement and the Copperas Cove "Oil & Gas Well Ordinance", the Operator shall carry a policy or policies of insurance issued by an insurance company or companies authorized to do business in Texas. In the event such insurance policy or policies are cancelled, the Gas Well Permits shall be suspended on such date of cancellation and the Operator's right to operate under such Gas Well Permit shall immediately cease until the Operator files additional insurance as provided herein.

The minimum required insurance is as follows:

1. General Requirements applicable to all policies.

- a. The City, its officials, employees, agents and officers shall be endorsed as an

“Additional Insured” to all policies except Employers Liability coverage under the Operator’s Workers Compensation policy.

- b. All policies shall be written on an occurrence basis except for Environmental Pollution Liability (Seepage and Pollution coverage) and Excess or Umbrella Liability, which may be on a claims-made basis.
- c. All policies shall be written by an insurer with an A-: VIII or better rating by the most current version of the A. M. Best Key Rating Guide or with such other financially sound insurance carriers acceptable to the City.
- d. Deductibles shall be listed on the Certificate of Insurance and shall be on a “per occurrence” basis unless otherwise stipulated herein.
- e. Certificates of Insurance shall be delivered to the City of Copperas Cove, Gas Inspector evidencing all the required coverages, including endorsements, prior to the issuance of a Gas Well Permit.
- f. All policies shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- g. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirement specified herein.
- h. Each policy shall be endorsed to provide the City a minimum thirty-day notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.
- i. During the term of the Gas Well Permit, the Operator shall report, in a timely manner, to the Gas Inspector any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- j. Upon request, certified copies of all insurance policies shall be furnished to the City.

2. Standard Commercial General Liability Policy.

- a. This coverage must include premises, operations, blowout or explosion, products, completed operations, sudden and accidental pollution, blanket contractual liability, underground resources damage, broad form property damage, independent contractors protective liability and personal injury. This coverage shall be a minimum Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

3. Excess or Umbrella Liability

\$ 5,000,000 Excess, if the Operator has a stand-alone Environmental Pollution Liability (EPL) policy.

\$10,000,000 Excess, if the Operator does not have a stand-alone EPL policy. Coverage must include an endorsement for sudden or accidental pollution. If Seepage and Pollution coverage is written on a "claims made" basis, the Operator must maintain continuous coverage and purchase Extended Coverage Period Insurance when necessary.

Coverage must include an endorsement for sudden or accidental pollution. If Seepage and Pollution coverage is written on a "claims made" basis, the Operator must maintain continuous coverage and purchase Extended Coverage Period Insurance when necessary.

4. Workers Compensation and Employers Liability Insurance

- a. Workers Compensation benefits shall be Texas Statutory Limits.
- b. Employers Liability shall be a minimum of \$500,000 per accident.
- c. Such coverage shall include a waiver of subrogation in favor of the City and provide coverage in accordance with applicable State and Federal laws.

5. Automobile Liability Insurance

- a. Combined Single Limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.
- b. Coverage must include all owned, hired and not-owned automobiles.

6. Certificates of Insurance

- a. The company must be admitted or approved to do business in the State of Texas, unless the coverage is written by a Surplus Lines insurer.
- b. The insurance set forth by the insurance company must be underwritten on forms that have been approved by the Texas State Board of Insurance or ISO, or an equivalent policy form acceptable to the City.
- c. Sets forth all endorsements and insurance coverage according to requirements and

instructions contained herein.

- d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the City. All policies shall be endorsed to read "THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT 30 DAYS ADVANCED WRITTEN NOTICE TO THE OWNER AND THE CITY EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE 10 DAYS ADVANCE WRITTEN NOTICE IS REQUIRED".
 - e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.
7. The cancellation of any insurance for the sole purpose of the repair of roadways will not release the obligation of the Operator to meet all requirements of insurance and bonding under the Copperas Cove "Oil & Gas Well Ordinance".
8. Operator shall and hereby does indemnify, defend and save harmless the City, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received as sustained by any person, persons or property on account of the operations of the Operator, its agents, employees, contractors or subcontractors; or on account of any negligent act or fault of the Operator, its agents, employees, contractors or subcontractors in connection with the obligations under this Road Repair Agreement; and shall pay any judgment, with costs, which may be obtained against the City growing out of such injury or damage.

ARTICLE 4. PERFORMANCE BONDS

Operator shall provide a performance bond, unless a performance bond has been provided for the issuance of Gas Well Permits under the terms and conditions described in Copperas Cove "Oil & Gas Well Ordinance", in an amount not less than the amount necessary to repair the roadways, as determined by the City Public Works Director.

Prior to the beginning of any activity pursuant to the issuance of any Gas Well Permit, unless a performance bond has been provided for the issuance of Gas Well Permits under the terms and conditions described in the Copperas Cove "Oil & Gas Well Ordinance", Operator shall provide the Gas Inspector with a security instrument in the form of a bond or an irrevocable letter of credit as follows:

Bond. A bond shall be executed by a reliable bonding or insurance institution authorized to do business in Texas, acceptable to the City. The bond shall become effective on or before the date the Gas Well Permit is issued and shall remain in force and effect for at least a period of six (6) months after the expiration of the Gas Well Permit term or until the well is plugged and abandoned and the site is restored, whichever occurs first. The Operator shall be listed as principal and the instrument shall run to the City, as obligee, and shall be conditioned that the Operator will comply with

the terms and regulations of this Ordinance and the City. The original bond shall be submitted to the Director of Transportation and Public Works with a copy of the same provided to the City Secretary and the Gas Inspector.

Letter of Credit. A letter of credit shall be issued by a reliable bank authorized to do business in Texas and shall become effective on or before the date the Gas Well Permit is issued. The letter of credit shall remain in force and effect for at least a period of six (6) months after the expiration of the Gas Well Permit term. The City shall be authorized to draw upon such letter of credit to recover any fines or penalties assessed under this ordinance. Evidence of the execution of a letter of credit shall be submitted to the Director of Public Works submitting an original signed letter of credit from the banking institution, with a copy of the same provided to the City Secretary and the Gas Inspector. If the Letter of Credit is for a time period less than the life of the well, the Operator agrees to either renew the Letter of Credit or replace the Letter of Credit with a bond in the amount required by the City of Copperas Cove, on or before 45 days prior to the expiration date of the Letter of Credit. If the Operator fails to deliver to the City of Copperas Cove either the renewal Letter of Credit or replacement bond in the appropriate amount on or before 45 days prior to the expiration date of the Letter of Credit, the City of Copperas Cove may draw the entire face amount of the attached Letter of Credit to be held by the City of Copperas Cove as security for the Operator's performance of its obligations under the "Oil & Gas Well Ordinance".

Whenever the Gas Inspector or the Director of Public Works finds that a default has occurred in the performance of any requirement or condition imposed by this Agreement, a written notice shall be given to Operator. Such notice shall specify the work to be done, the estimated cost and the period of time deemed by the Gas Inspector or the Director of Public Works to be reasonably necessary for the completion of such work. After receipt of such notice, the Operator shall, within the time therein specified, either cause or require the work to be performed, or failing to do so, shall pay over to the City one hundred twenty-five percent (125%) of the estimated cost of doing the work as set forth in the notice.

The City shall be authorized to draw against any irrevocable letter of credit or bond to recover such amount due from Operator. Upon receipt of such monies, the City shall proceed by such mode as deemed convenient to cause the required work to be performed and completed, but no liability shall be incurred other than for the expenditure of said sum in hand..

In the event Operator does not cause the work to be performed and fails or refuses to pay over to the City the estimated cost of the work to be done as set forth in the notice, or the issuer of the security instrument refuses to honor any draft by the City against the applicable irrevocable letter of credit or bond the City may proceed to obtain compliance and abate the default by way of civil action against Operator, or by criminal action against the Operator, or by both such methods.

The cancellation of any bond or letter of credit for the sole purpose of the repair of roadways will not release the obligation of the Operator to meet all requirements of insurance and bonding under the Copperas Cove "Oil & Gas Well Ordinance". Any bond required by the Copperas Cove "Oil & Gas Well Ordinance" shall stay in full force and effect until the terms and conditions set out in the Ordinance are met.

If the cost of the completing the repair is an amount of \$15,000 or less, as determined by the Director of Public Works, cash in the amount necessary to complete the repairs, as determined by the Director of Public Works, may be deposited with a bank or escrow agent pursuant to an escrow agreement acceptable and approved by the City ensuring completion of the repair.

ARTICLE 5 MISCELLANEOUS PROVISIONS

The Operator understands and agrees that Operator, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The City shall not have any control over the means or methods by which Operator shall perform its obligations hereunder. Operator shall furnish all equipment and materials necessary to perform hereunder and shall at all times be acting as an independent Operator.

By entering into this Agreement, the City does not waive, nor shall it be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising by third parties.

This Agreement represents the entire agreement between Operator and City for repair of roadways and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing body of the City or those authorized to sign on behalf of the City's governing body.

ARTICLE 6. FORCE MAJEURE

Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto government action (unless caused by acts or omissions of the party), fires, explosions, rain or other weather delays, floods, strikes, slowdowns or work stoppages.

**ARTICLE 7.
ASSIGNABILITY/CONSENT**

Except as otherwise provided herein, or except as may be hereafter determined by the parties, no party to this Agreement may sell, assign, or transfer its interest in this Agreement, or any of its right, duties, or obligations hereunder, without the prior written consent of the other party. Whenever the consent or the approval of a party is required herein, such party shall not unreasonably withhold, delay, or deny such consent or approval. Operator may assign this Agreement to any successor entity to whom the applicable Gas Well Permit has been assigned upon written notice to the City of said assignment.

**ARTICLE 8.
NOTICE**

Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be by personal delivery; sent by registered mail or certified mail; or by United States Mail, return receipt requested, postage prepaid; to:

CITY:

Office of the City Manager
City of Copperas Cove, Texas
507 S. Main Street
P.O. Box 1449
Copperas Cove, Texas 76522

OPERATOR:

Notice shall be deemed to have been received on the date of receipt as shown on the return receipt or other written evidence of receipt.

**ARTICLE 9.
MODIFICATION**

No waiver or modification of this Agreement or of any covenant, condition, limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence in any proceeding arising between the parties hereto out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed. The parties further agree that the provisions of this Article will not be waived unless as herein set forth.

**ARTICLE 10.
SAVINGS/SEVERABILITY**

In the event that any one or more of the provisions hereof contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**ARTICLE 11.
GOVERNING LAW AND VENUE**

This Agreement shall be construed under and governed by, and in accordance with the laws of the State of Texas, and venue for any action arising under the terms and conditions of this Agreement shall lie in the 52nd District Court in Coryell County, Texas.

**ARTICLE 12.
ENTIRE AGREEMENT**

This Agreement and the exhibits attached hereto, constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede any prior understandings or written or oral agreements between the parties with respect to the subject matter of this Agreement. No amendment, modification, cancellation or alteration of the terms of this Agreement shall be binding on any party hereto unless the same is in writing, dated subsequent to the date hereof, and is duly authorized and executed by the parties hereto.

**ARTICLE 13.
WAIVER OF TERMS AND CONDITIONS**

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

**ARTICLE 14.
CAPTIONS**

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

**ARTICLE 15.
COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 20____.

ATTEST: CITY OF COPPERAS COVE

City Secretary By: _____
City Manager

APPROVED AS TO FORM
AND LEGALITY:

By: _____
City Attorney Operator

STATE OF TEXAS §
COUNTY OF COYELL §

Before me, the undersigned notary public, on this day personally appeared _____ ,
the City Manager of the City of Copperas Cove, Texas, known to me to be the person whose
name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed
the instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public

STATE OF _____ §
COUNTY OF _____ §

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day
personally appeared _____, known to me to be the person
whose name is subscribed to the foregoing instrument, and acknowledged to me that the same
was the act of _____ (the corporation) and that he executed
the same as the act of said _____ (corporation) for the
purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of _____, 20__.

Notary Public

\$50,000.00 Bond

INSTRUCTIONS FOR COMPLETING BOND

The form provided must be completed by the insurance agency for the bonding company. It must be signed by the principal and Attorney-in-Fact must be the same name and have the same date on the bond.

The Power-of-Attorney for the Attorney-in-fact must be the same name and have the same date on the bond.

If you are a new contractor, the permit application must be completed in full; signed and dated by the applicant (principal).

PLEASE NOTE: If you are already licensed with the City and continuing your bond from one year to the next, with no lapse in coverage, a continuation certificate and power-of-attorney is all that is required. A copy of your bond must be provided with your application and the term of coverage must be at least 12 months.

Names must be written and printed on the space provided.

The insurance agency can complete the information requested on the third page. Under normal circumstances, the information is available when they are completing the bond form.

If you should have any questions, feel free to contact our office at _____.

SPECIAL NOTE

- THE DATE ON THE POWER-OF-ATTORNEY MUST BE THE SAME DATE AS ON THE BOND.
- THE NAME OF THE ATTORNEY-IN-FACT MUST BE PRINTED ON THE POWER-OF-ATTORNEY AND THE SIGNATURE MUST BE LEGIBLE.
- THE CITY WILL NOT ISSUE A DRILLING PERMIT UNTIL THESE TWO ITEMS ARE COMPLETED AND SATISFACTORY.

**CITY OF COPPERAS COVE, TEXAS
GAS DRILLING & PRODUCTION BLANKET BOND**

**THE STATE OF TEXAS §
COUNTY OF CORYELL §**

WHEREAS, persons performing gas drilling and production operations within the jurisdiction of the City of Copperas Cove, Texas are required to execute and file with the City of Copperas Cove Gas Inspector a bond covering those operations, pursuant to §15-41 of the City of Copperas Cove City Code;

WHEREAS, the Principal named below is the operator of certain Texas Railroad Commission and City of Copperas Cove regulated gas drilling and production operations including but not limited to, (1) operations permitted under the Principal's permit filed with the City of Copperas Cove Gas Inspector, and/or (2) any additional wells that may be permitted prior to the expiration of this bond;

WHEREAS, the Principal desires to perform gas operations and activities within the jurisdiction of the City of Copperas Cove, and which operations and activities must be carried on in full conformance with all conditions of the ordinances of the City of Copperas Cove, including those city ordinances requiring operators to plug and abandon all wells and control, abate, and clean up associated with an operator's gas operations and activities;

WHEREAS, Principal acknowledges and agrees that, due to the acquisition of additional wells, it may be required during the effective term of this bond to provide additional financial security beyond the face amount of this bond before additional permits submitted by the Principal will be accepted and approved.

We, _____(person's name) as Principal, and _____ as Surety, duly authorized and qualified to do business in the State of Texas, are held and firmly bound unto the City of Copperas Cove, Texas in the sum of _____ Dollars (\$_____) payable at the City of Copperas Cove, Coryell County, Texas, and for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

This bond is conditioned that if the Principal operates all wells in accordance with the ordinances of the City of Copperas Cove plugs and abandons all wells and control, abates, and cleans up pollution associated with its gas operations and activities in accordance with the ordinances of the City of Copperas Cove and is in full compliance with the all the regulations of the with the ordinances of the City of Copperas Cove, the Road Repair Agreement and any

permit issued pursuant thereto and shall repair any damages to City streets, as determined by the City's Director of Transportation and Public Works, caused by the equipment and vehicles used by the Operator in going to and from the drill site with such repairs being in compliance with specifications therefore prepared by and provided to the Operator by the Director of Transportation and Public Works; then the Principal and Surety are relieved of their obligation to pay the bond amount to the City of Copperas Cove.

In the event of a failure of Principal to comply with the conditions and obligations of this bond, the Surety shall promptly remedy such non-compliance, in accordance with the ordinances of the City of Copperas Cove within 60 days of notice of non-compliance. In the event of surety's failure to remedy such non-compliance, written demand shall be made upon surety for payment of the penal sum of this bond. Sums demanded under this bond shall be paid to the City of Copperas Cove within thirty days after receipt of written demand for payment, which demand shall be mailed by registered or certified U.S. mail to the address shown below.

Conditions and obligations under this bond are construed in accordance with the Road Repair Agreement and all permits, rules, and regulations of the ordinances of the City of Copperas Cove, including any amendments thereto that may be made during the term of this bond, and Surety waives notice of any amendments. The City of Copperas Cove shall have the right to sue on and otherwise enforce the obligations of this bond without first resorting to or exhausting its remedies against the properties and assets of the Principal.

This bond is effective beginning on the _____ day of _____, 20____. The term of this bond shall expire 6 months after the expiration of the Gas Well Permit or when the gas well is plugged and abandoned and the site of the well restored, whichever occurs earlier, provided, however, any claim against this bond may be brought within one (1) year following the expiration of the Gas Well Permit or the plugging and/or abandonment of the well, whichever occurs first. Obligations to pay part or all of the bond amount are deemed released after one (1) year from the expiration date of the bond if no non-compliant operations or activities subject to the bond have been discovered by the City of Copperas Cove or the Texas Railroad Commission during that one-year period, and no enforcement action against any operations or activities subject to the bond is pending. Principal and Surety may also be relieved of their obligations to pay part or all of the bond amount by written agreement between the City of Copperas Cove, Principal, and Surety.

If the bond amount is not paid in accordance with the terms of this bond and if judgment for any part of the bond amount is awarded through any court proceeding, then the City of Copperas Cove shall be entitled to court costs and reasonable attorney's fees awarded by the court. Surety's liability for such costs and fees shall not be limited by the amount of this bond. It is agreed and understood that this bond is executed and performable in Copperas Cove, Coryell County, Texas, and venue for any cause of action construing this bond is in state courts located in Coryell County, Texas or the United States District Court for the Northern District of Texas.

A transfer, by any means, of any well covered under this bond does not relieve the Principal and Surety of any obligation under this bond until the operator acquiring the well has on file with the City of Copperas Cove an approved form of financial security covering the well. The transferred well remains covered by this bond and the Principal and Surety remain responsible for compliance with all City of Copperas Cove regulations and ordinances covering the transferred well until the City of Copperas Cove determines that the well is covered by proper financial security and the acquiring operator has assumed full responsibility for the well in accordance with all city regulations and ordinances. Obligations to pay part, or all, of the bond amount, as a result of the Principal or Surety's non-compliance with the conditions of this bond that occurred prior to the transfer and assumption of responsibility by the acquiring operator, remain enforceable in accordance with the general terms of this bond.

IN TESTIMONY WHEREOF, said PRINCIPAL has hereunto subscribed his or her name or has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed this _____ day of _____ 20_____.

IN TESTIMONY WHEREOF, said SURETY has caused this instrument to be signed by its duly authorized officers and its corporate seal to be affixed this _____ day of _____ 20_____.

PRINCIPAL
(seal) By

NAME & TITLE

SURETY (ATTACH POWER OF ATTORNEY)
(seal) By

NAME & TITLE

SURETY'S FULL MAILING ADDRESS

**CITY OF COPPERAS COVE, TEXAS
GAS DRILLING AND PRODUCTION BOND**

**THE STATE OF TEXAS §
COUNTY OF CORYELL §**

KNOW ALL BY THESE PRESENTS:

That We, _____, as, principal, and _____, as surety, are held and firmly bound unto the City of Copperas Cove, Texas, in the penal sum of _____ Dollars (\$_____.00) good and lawful money of the United States of America, well and truly to be paid for the payment of which we, and each of us, hereby bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT

WHEREAS, the above principal desires to drill a gas well within the corporate limits of the City of Copperas Cove and has complied with all the terms and conditions of City of Copperas Cove Oil & Gas Well Ordinance (the "Ordinance") of the City of Copperas Cove, Texas, and has applied to the City for a Gas Well Permit as provided for and defined in said ordinance

NOW, THEREFORE, if said principal shall fully comply with the terms of the Ordinance, then this obligation shall be null and void, otherwise to remain in full force and effect: provided, however, this bond is executed by the surety on the condition that its liability shall be limited by and subject to the conditions and provisions hereunder contained.

Successive actions may be brought on this bond for successive breaches of its conditions or any of them; provided, however, that the total sum of all liability of the surety on any one or all of such actions shall not exceed a total sum of _____ Dollars (\$_____.00).

This bond cannot be canceled and shall remain in effect for a period of six (6) months after the expiration of the Gas Well Permit or until the gas well is plugged and abandoned and the site of the well restored, whichever occurs earlier; provided, however, any claim against this bond may be brought within two (2) years following the expiration of the Gas Well Permit or the plugging and abandonment of the well, whichever occurs first.

The Surety waives all defenses with respect to notices of default, notice of extension of time, demand and diligence, and further waives any defense related to the City's failure to institute legal action against the Principal.

IN WITNESS WHEREOF, the said Principal and the said Surety have set their hand and seal this the _____ day of _____ 20____.

_____ Principal

Surety

Attorney-in-Fact

WAIVER FOR GAS WELL PAD SITE PERMIT

I (We) _____ and _____, am (are) the owner(s) of real property located at _____, Copperas Cove, Texas, more particularly shown on the map of record in Volume _____, Page _____, Plat records of _____ County, Texas or per Tax Tract Number _____, _____ County, Texas and described as Block _____, Lot _____ in the _____ Subdivision.

I (We) understand the current Gas Drilling Ordinance of the City of Copperas Cove allows the issuance of a gas well pad site permit for the sole purpose of allowing future wells to be drilled on an existing pad site and within 600 feet of Protected Uses without obtaining waivers and/or variances as set forth in Section _____ of the Ordinance. All gas wells drilled upon a permitted gas well pad site must otherwise comply with any drilling distance regulations from a Protected Use or other structure as required by state law and applicable fire code regulations and all other provisions of this Ordinance.

By this waiver, I (We) hereby acknowledge that _____ may drill one or more gas wells seventy-five (75) feet from the boundary of the pad site and closer than six-hundred (600) feet to a Protected Use, but in any event, the gas well bore may not be located any closer than 200 feet to any structure which would include a residence, religious institution, public building, hospital building, or school building as measured in a straight line, without regard to intervening structures or objects, to the closest exterior point of the building.

Owner of above described Property

Signature

Date

Signature

Date

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same for the purposes and consideration therein expressed and in the capacity herein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

Notary Public in and for the State of Texas

SEAL

City of Copperas Cove

City Council Agenda Item Report

June 16, 2009

Agenda Item No. H-1

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

SUBJECT: Public Hearing and action on an ordinance amending Chapter 14 of the code of ordinances to include all applicable attachments; providing for a savings clause; and providing for an effective date.

1. BACKGROUND/HISTORY

On August 9, 2008, the City Council authorized the City Manager to enter into separate agreements for professional services with Hays & Owens, Denton, Navarro, Rocha & Bernal and Blackwell Environmental for assistance with the revisions to the City's current oil & gas ordinance.

A staff committee was assembled to include the consultants authorized by the City Council. Staff members serving on the committee included the City Manager, Police Chief, Fire Chief, Director of Development Services and the Chief Building Official.

A Public Meeting was conducted in November 2008 to provide background information to all stakeholders regarding oil & gas drilling operations and provide a process for the revisions of the City's existing ordinance. On March 3, 2009, the proposed oil & gas drilling ordinance was presented to the City Council and stakeholders. A follow up Public Meeting was conducted in April 2009 providing the stakeholders an opportunity for discussion of the proposed ordinance. At the final public meeting, City Council indicated desires to place the revised ordinance on a future Council agenda as a public hearing and action item.

2. FINDINGS/CURRENT ACTIVITY

All sections of the ordinance are recommended for revision; however, the following are considered major recommended revisions to the ordinance:

- Application Types
- Bonds & Insurance
- Health & Safety Issues
- Technical Regulations

The purpose of permit applications is to establish reasonable and uniform limitations, safeguards and regulations for present and future operations related to the exploring, drilling, developing, producing, transporting and storing of gas and other substances produced in association with gas within the corporate limits of the City, to protect the health, safety and general welfare of the public, minimize the potential impact to property and mineral rights owners, protect the quality of the environment and encourage the orderly production of available mineral resources. The ordinance includes three (3) types of permit applications as follows:

1. High Impact Gas Well Permit – wells located within six hundred (600) feet of a protected use.
2. Urban Gas Well Permit – wells located between six hundred (600) feet and one thousand (1,000) feet of a protected use.
3. Rural Gas Well – wells located greater than one thousand (1,000) feet of a protected use.

The purpose of the Bonds and Insurance Section is to install safeguards that will indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury or death of any person or for damage to any property arising out of or in connection with the work done by an operator under a gas well permit. The proposed revisions require the operator to provide a security instrument in the form of a bond or an irrevocable letter of credit prior to the issuance of a gas well permit. Additionally, the operator must also carry a policy or policies of insurance for general liability with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage, excess or umbrellas coverage of \$5,000,000 if the operator has a stand-alone Environmental Pollution Liability (EPL) policy and \$10,000,000 if the operator does not have a stand-alone EPL policy, worker's compensation and employer's liability insurance and automobile liability insurance.

Health and safety issues addressed by the proposed revisions include emergency response, odor control, blowout prevention, flaring, fire prevention and control and handling of hazardous materials.

The Technical Regulations section insures proper control, operations and maintenance of discharges from the site, drilling operations, drill stem testing, dust, vibration, noise abatement, fencing, fracing, compression, landscaping, lighting, mud pits, road maintenance, signage, equipment storage, waste disposal and work hours.

4. FINANCIAL IMPACT

There is no direct financial impact anticipated from the proposed revisions to Chapter 14 of the code of ordinances.

5. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council conduct a public hearing and take action on amending Chapter 14 of the code of ordinances to include all applicable attachments.



Date Received: _____

RECEIVED

BY SB DATE 5/24/09

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

Name Adam D. Wolf Date 25 May 09

Address 2710 Phyllis Dr., Copperas Cove, TX 76522

Home Phone (254)317-1665 Office Phone (254)542-8906

Cell Phone (254)317-1666 Fax (254)542-8907 E-mail AdamWolf77@gmail.com

Occupation Information Systems Specialist II

Volunteer/Community Service Volunteered at Sugarloaf elementary as part of the adopt a school program

Professional Affiliations _____

Areas of Interest Copperas Cove has become my hometown after serving in the Army for twelve years. I feel that I owe it to my community to volunteer to help make it a better place to live.

Education Working on my associates in Computer and Information Science at CTC.

I would like to be considered for the following:

- Planning and Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Keep Copperas Cove Beautiful Commission
- Other (fact finding or ad hoc)
- Housing Authority
- Hospital Authority
- Animal Control Advisory Committee
- Economic Development Corporation

Please return this form along with a resume to:
Jane Lees, CMC, City Secretary, P O Drawer 1449, 507 South Main Street, Copperas Cove TX 76522
Phone: 254-542-8926 Fax 254-542-8927
jlees@ci.copperas-cove.tx.us

ADAM D. WOLF

2710 Phyllis Dr., Copperas Cove, Texas 76522
C (254)317-1666; adamwolf77@gmail.com

Objective: Keep Copperas Cove Beautiful Board Member

Summary of Qualifications

- Seven years of electronics maintenance experience; used test equipment, schematics, and technical manuals to repair and maintain electronic equipment including night vision goggles, aviation night vision imaging systems, and navigations and communications equipment
- Six years of computer repair and IT support experience; four years experience as a help desk technician offering support through remote connection and in-office direct to customer support; two years experience of in-shop computer upgrade and repairs
- Genuinely respected by all personnel for leadership qualities and dedication to duty and accomplishment
- Displayed extraordinary flexibility and creativity by completing every project even those with little or no guidance
- Chosen above peers to fill leadership positions in multiple maintenance shops

Accomplishments

Electronics Maintenance Technician

- Managed the completion of over 2,600 repairs with no accidents and no loss of equipment
- Accountable for over \$4M worth of test equipment and tools
- Ensured that over 500 pieces of test, measurement, and diagnostic equipment were calibrated on schedule with no delinquencies for a period of two years
- Maintained 30 sets of aviation night vision imaging systems which resulted in 233 hours of night vision goggle flights by the Multinational Forces and Observers in Sinai, Egypt

Computer Repair Technician

- Currently serves as Information Systems Specialist II for the City of Copperas Cove. Supports over 300 personal computers. Was selected as Employee of the Quarter for the administrative department.
- Provided maintenance and technical support to over 3,000 personal computers from 19 NATO nations and 23 Partnership for Peace staff agencies in support of Supreme Headquarters Allied Powers Europe in Belgium
- Resolved more than 326 work requests/trouble tickets through remote connection while operating the telephonic help desk and/or through direct customer support
- Exercised extreme care and prudence in delivery and installation of over \$400,000 worth of automated data processing equipment with no damage
- Trained new help desk technicians on procedures and techniques for serving customers, resulting in 100% user satisfaction
- Upgraded 300 personal computers saving thousands of dollars in labor and parts cost

Employment History

City of Copperas Cove

- Information Systems Specialist

2008- Present

Is responsible for planning, developing and maintaining the information systems program for the City of Copperas Cove. Is responsible for all technology assets owned by the City and helps adopt policies for use of those assets. Works closely with all city departments advising department directors on current and future information systems requirements. Provides hardware and software technical support, installation, upgrading and repair services.

United States Army

- Computer Detection System Repairer

2005 – 2008

Responsible for performing/supervising maintenance and repair on special electronic devices such as night vision equipment, electronic distance and azimuth-orienting devices, battlefield illumination devices, and nuclear, biological and chemical warning and measuring devices. Maintained and repaired Southwest Microwave Intrepid Intruder Detection System.

- Computer/Automation Systems Repairer

1995 – 2005

Responsible for performing/supervising maintenance and repair on microcomputers, electro-mechanical telecommunications terminal equipment, facsimile machines, field artillery digital devices, and commercial-off-the-shelf (COTS) computers.

Test Equipment Used

- Fluke 27 Multimeter
- Corning TKT- Unicam Fiber Optic Connector Installation Kit
- Fluke DSP-4000 Cable Analyzer
- Test Set, Optical Power: TS-4358/G
- Lantek Pro XL LAN Tester
- Harris Telephone Test Set
- Test Set, ANVIS, TS-3895/UV and TS-3895A/UV
- Soldering Iron

Skills

- Proficient with Microsoft Office, Word, Excel and PowerPoint; completed college courses in each application
- Able to fabricate Ethernet, fiber optic and coax cables
- Able to install software and hardware while resolving any conflicts or issues
- Completed LAN Operator and Administration Course training from the NATO school in Latina, Italy
- Completed Microsoft Windows 2000 Network and Operating Systems Essentials and Supporting Microsoft Windows 2000 Professionals and Server from The Cronos Campus, Brussels
- Proficient in using the internet to research work-related issues and order parts
- Communicate well with customers to resolve issues and provide training

Education

CompTIA A+ Certified

AAS- Computer Science Information Technology, Estimated completion: Summer 2010

3.62 GPA, Central Texas College, Killeen, Texas

Candidate Application for City Council-Appointed Boards & Commissions

Applications will be reviewed as vacancies arise. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

Please attach your resume (optional).

Board Preference 1: Keep Copperas Cove Beautiful

Board Preference 2: _____

Name: Kathleen M. Wolf

Street Address: 2710 Phyllis Drive

City Resident: 15 years Personal E-Mail: KathleWol2@aol.com

Primary Phone: 317-1663 Home Fax: _____

Profession: Administrative Assistant

Business Name: Copperas Cove Fire Department

Business Address: 415 South Main Street

City: Copperas Cove State TX Zip: 76522

Business Phone: 547-2514 Business Fax: 547-3578

Business E-Mail: kwolf@ci.copperas-cove.tx.us

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

Civic Activities/Professional Affiliations Girl Scout Leader x 3 years,

PTA President x 1 year, current CCHS JROTC Booster Club President, school volunteer

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.

Kathleen Wolf
Signature

06/01/09
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
"The City Built for Family Living"

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

Name Billie Jean Wolverton Date 27 May 2009

Address 717 Mickan Street Copperas Cove, TX 76522

Home Phone 254-547-2463 Office Phone N/A Mobile Phone 254-833-2167

Fax N/A E-mail wbilliejean@hotmail.com

Occupation Retired Army

Volunteer/Community Service CPA Alumni, Citizen's Fire and Public Safety, Exchange Club

Professional Affiliations _____

Areas of Interest _____

Education Master's (Counseling Psychology)
Associate's (Food + Beverage management)

I would like to be considered for the following:

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

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

Candidate Application for City Council-Appointed Boards & Commissions

Applications will be reviewed as vacancies arise. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

received
5/28/09 Jlees

Please attach your resume (optional).

Board Preference 1: Keep Copperas Cove Beautiful

Board Preference 2: _____

Name: Jane Zimmer

Street Address: 321 Barber Dr.

City Resident: 3 years Personal E-Mail: catacity@plentje.com

Primary Phone: 254-238-7392 Home Fax: _____

Profession: student → Envir. Science

Business Name: _____

Business Address: _____

City: _____ State _____ Zip: _____

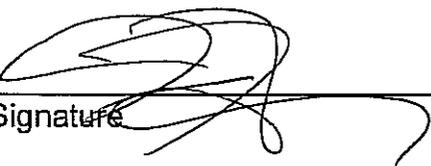
Business Phone: _____ Business Fax: _____

Business E-Mail: _____

Experience or Special Knowledge applicable to City board or commission function:
took a govt. class

Civic Activities/Professional Affiliations attending CJC with a passion for the environment.

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 

28 May 09
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
"The City Built for Family Living"

City of Copperas Cove

City Council Agenda Item Report

June 16, 2009

Agenda Item No. I-1

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

SUBJECT: Consideration and action on appointment of new members to the Keep Copperas Cove Beautiful Commission.

1. Background/History

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

2. FINDINGS/CURRENT ACTIVITY

During the regular City Council meeting on March 3, 2009, one member was appointed by the City Council, bringing the total on the commission to 11. Since four (4) members resigned due to moving out of the area and family health issues. The Keep Copperas Cove Beautiful Commission is seeking to fill four vacancies. With Council approval of appointments, the number of vacant seats on the commission will be four (4).

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

Mr. Adam Wolf
Mrs. Kathleen Wolf
Ms. Billie Jean Wolverton
Ms. Jane Zimmer

Keep Copperas Cove Beautiful will continue to seek out new members to fill the remaining four (4) positions.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

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

Mr. Adam Wolf

Mrs. Kathleen Wolf

Ms. Billie Jean Wolverton

Ms. Jane Zimmer

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.

received
5/28/09 J. Gales

Board Preference 1: EDC

Board Preference 2: P & Z

Name: John F. Galle

Street Address: 2401 Veterans Avenue

City Resident: 21 years Personal E-Mail: jgalle@hot.rr.com

Home Phone: 542-2107 Home Fax: _____

Profession: High School Teacher

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:
8+ years P & Z, 4 Bd of Adj 6+ years city councilman

Civic Activities/Professional Affiliations Friends of the Library, professional education orgns

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.

John F. Galle
Signature

5/28/09
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



Candidate Application for City Council Appointed Boards & Commissions

Applications will be reviewed as vacancies arise. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

Please attach your resume (optional).

RECEIVED

BY  DATE 6-30-09

Board Preference 1: N/A reappoint P&Z

Board Preference 2: N/A

Name: Martin C. Rodriguez

Street Address: 3513 Alva St Copperas Cove, Tx 76522

City Resident: 9 years Personal E-Mail: mrodrigu1965@yahoo.com

Primary Phone: 254-319-8702 Home Fax: 254-547-9202

Profession: _____

Business Name: KITS

Business Address: 2801 Oakmont DR Suite #100

City: Round Rock State Tx Zip: 78664

Business Phone: 512-341-7111 Business Fax: 512-341-7178

Business E-Mail: MARTIN.C.RODRIGUEZ@US.ARMY.MIL

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

Retired US Army Senior NCO, Graduate degree Computer Science, Executive Council experience,

Civic Activities/Professional Affiliations Masonic activities, Sherwin President, ALUSA VP, SAMC Advisory Council

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

3 Jun 09
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
"The City Built for Family Living"



RECEIVED

BY SB | DATE 6-3-09

Date Received: _____

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

Name Bradi D. Diaz Date 6/02/09

Address PO Box 1079, Copperas Cove, TX 76522

Home Phone 254-524-6105 Office Phone 254-547-2117

Cell Phone 254-290-9508 Fax 254-542-7916 E-mail bdiaz@hotmail.com

Occupation Dewald Properties

Volunteer/Community Service Copperas Cove Planning & Zoning Commission, Copperas Cove Education Foundation, City Council, May 2000-Feb 2004, Mayor of Copperas Cove, Feb 2004-May 2006, as Mayor I served on the CTGOG Board. 2007-2009 Metroplex Foundation Board, CC Chamber of Commerce Board

Professional Affiliations _____

Areas of Interest My children's education and my community

Education Graduated Copperas Cove High School 1987

Bachelors of Business Administration, Tarleton State University Stephenville 1991

I would like to be considered for the following:

- Planning and Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Keep Copperas Cove Beautiful Commission
- Other (fact finding or ad hoc) _____
- Housing Authority
- Hospital Authority
- Animal Control Advisory Committee
- Economic Development Corporation

Please return this form along with a resume to:
Jane Lees, CMC, City Secretary, P O Drawer 1449, 507 South Main Street, Copperas Cove TX 76522
Phone: 254-542-8926 – Fax 254-542-8927
jlees@ci.copperas-cove.tx.us

Candidate Application for City Council-Appointed Boards & Commissions

Applications will be reviewed as vacancies arise. Information disclosed on this application or any other attached document may be disclosed in public meetings. Please print clearly.

RECEIVED

BY DB DATE 6-3-09

Please attach your resume (optional).

Board Preference 1: PLANNING & Zoning Committee

Board Preference 2: _____

Name: CHARLES HENDRICKS

Street Address: 332 SKYLINE DR.

City Resident: 4 years Personal E-Mail: Charles.hendricks@us.army.mil

Primary Phone: 254 371 3629 Home Fax: _____

Profession: Government Auditor

Business Name: III CORPS & FT Hood, Director of Internal Review

Business Address: Bldg 1001, Rm C201

City: FT Hood State TX Zip: 76544

Business Phone: 254 287 0027 Business Fax: 254 287-6170

Business E-Mail: charles.hendricks@us.army.mil

Experience or Special Knowledge applicable to City board or commission function:
Currently serving on Board of Adjustments.

Civic Activities/Professional Affiliations Copperas Cove Board of Adjustments
Position #3, Executive VP American Society of Military Comptrollers, center chapter

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.

Charles Hendricks
Signature

3 June 09
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



Charles Anthony Hendricks
332 Skyline Drive
Copperas Cove, Texas 76522
United States
Home: (254) - 371-3629
Work: (254) - 287-0027

WORK EXPERIENCE:

05/10/2009 to Present, 40 hours per week, Accountant (Internal Review Auditor), YA-0510-02, III Corps, Garrison, Directorate of Internal Review and Audit Compliance, Ft Hood , TX 76544, Timothy Zumwalt, 288-3039. Performs duties as an Accountant (Internal Review Evaluator), utilizes professional auditing & accounting knowledge to perform complex reviews and provide solutions to operational and accounting problems, procedures, accounting records, and assesses internal controls. Reviews require in-depth research and analysis, & writing position papers and fact sheets to explain reviewed data. Reviews automated accounting and financial systems and identify need changes. Evaluate system logic and guidelines, and assess vulnerability. Utilize professional auditing & accounting skills to evaluate implementation of laws, directives, regulations, and internal control programs. If vulnerable/problem areas are identified, ensure remedies are implemented. Conducts in-briefs. Performs survey work to identify potential operating problems. Prepares work papers in accordance with Comptroller General Standards. Evaluates validity of external audit agency findings and negotiates for command. Prepares command response. Serves as an agent of the commander of assigned organization on accounting, financial, and managerial issues that require examination by a financial professional. Performs quick response reviews, consulting and advisory services, risk management, liaison with external audit organizations, audit compliance and follow-up, and a variety of staff and systems accounting duties to analyze accounting records and to enhance the financial reports and operational data used by local management.

05/12/2008 to 05/10/2009. 40 hours per week, Budget Analyst, GS11, Series 0560, III Corps G8 Budget Office, Ft Hood, Tx 76544, Shelly Schlosser, 254-287-6014, Operates with independence in performing budget development, execution, and review and analysis of most segments of the installation operation budget programs. Justifies and presents annual operating budgets which include resources for variable missions, objectives, and workloads and reflect support requirements for tenants financed with resources provided by other commands. Interprets regulations and other guidance from higher headquarters governing budget operations, and develops basic instructions for preparation of budget estimates and reports. Responsible for preparing, consolidating, and coordinating budget and financial status reports. Exercises responsibility for control over a variety of resources involving complex limitations. Prepares and coordinates financial status briefings for the Fort Hood Command Group to include preparation of charts reflecting availability and status of funds. Uses several types of commercial personal computer software to perform work.

12/11/2006 to 05/12/2008. 40 hours per week, Budget Analyst, GS-09, Series 0560, RMD, Program and Budget Division, Carl R. Darnall Army Medical Center, Fort Hood, TX. 76544. Ms. Denise Turner 254-288-8027. Global War on Terrorism (GWOT) Budget Analyst. Serves as Budget Analyst for MEDDAC, performing workload associated with

the execution of responsible budgets for all GWOT funded activities including the Wounded Warriors (WT) Program and the Warriors in Transition Bn (WTB), Traumatic Brain Injury (TBI), Behavioral Health and Post Traumatic Stress (PTSD). Provides information to and assists hospital staff, soldiers and/or their families in a variety of financial matters. Coordinates with the Patient Administration Division, Department Chiefs and the Chain of Command in resolving financial/budgetary issues. Studies operational areas for supplemental operating procedures and internal controls with special emphasis on identifying adverse trends or other signals of possible financial impact. Performs internal control reviews of highly vulnerable areas; establishes plans for corrective action and writes audit reports. Utilizes available historical data pertaining to the organization's budgets and programs in forecasting annual finding needs. Compiles, consolidates, reviews, analyzes and edits those portions of the responsible budget estimates for the MEDDAC programs which pertain to personnel salaries, travel, contracts, supplies and equipment purchases and other related expenses. Evaluates data submitted for consistency with previous estimates and reviews the changes in funding levels. Revises data as necessary for inclusion in the budget reports and schedules furnished to MEDDAC. Operates with independence in performing budget development, execution, and review and analysis of most segments of the MEDDAC operation budget programs. Justifies and presents annual operating budgets which include resources for variable missions, objectives, and workloads and reflect support requirements for tenants financed with resources provided by other commands. Operating programs and budgets are unstable and require continuous reprogramming and review due to changes in resources, missions, workloads, cost factors, policies, objectives, and procedures. Interprets regulations and other guidance from higher headquarters governing budget operations, and develops basic instructions for preparation of budget estimates and reports. Coordinates with representatives of the various activities to insure proper understanding and application of instructions, providing explanations and assistance where needed. Developed local financial management regulations and directives and prepares staffing papers to effect coordination of these, directives with the Department or Section Chiefs for final approval by the Command Group and subsequent publication/dissemination. Actively participated in year-end closing, Command Budget Estimates (CBE), mid-year reviews. Responsible for preparing, consolidating, and coordinating budget and financial status reports. Analyzes mission requirements, program plans, relationship of program operations, historical data, progress reports, accounting reports, budget and cost estimates to determine propriety of proposals, adequacy of justifications, proper relationship of different programs, critical areas, or anticipated new programs, which require reprogramming. Managed a successful AAA Audit of all Global War on Terrorism for the MEDCEN. Instituted management control program to ensure compliance with established funding policies. Worked with internal and external auditors performing quick response reviews, consulting and advisory services, risk management, liaison with external audit organizations, audit compliance and follow-up, and a variety of staff and systems accounting duties to analyze accounting records and to enhance the financial reports and operational data used by local management. Analyzed problems and develops a final report explaining findings in detail and incorporating comments of contacts involved in the audit. Recommends improvements in efficiency and economy in program operations and in the expenditure of organization funds

12/17/2001 to 05/09/2005. 50+ hours per week, Senior Financial Manager and Internal Controls, E7, Comptroller's Office, 1st Cavalry Division, Fort Hood, TX 76544, LTC Robert Johnson 254-287-9269. Served as NCOIC and Senior Financial Manager in the Office of the Comptroller, 1st Cavalry Division. Supervised, advised, issued work assignments, and monitored all Financial Management Specialist assigned to the G8, 1st Cavalry Division. Developed, collected and analyzed statistical data in order to identify problem areas and made sound recommendations to the command. Prepared complex reports, to include metrics, for higher headquarters. Examined, analyzed, presented, and interpreted military pay entitlements to soldiers during and post OIF-II. Provides information to and assists Soldiers and/or their families in a variety of financial matters. Performed internal control reviews of highly vulnerable areas; establishes plans for corrective action and writes audit reports. Facilitates timely and accurate submission of travel vouchers from Soldiers on a per diem status. Establishes and maintains liaison and coordination with operating officials at all serviced activities to determine their needs for financial Management data. Also assisted family members in the resolution of pay and travel entitlement. Provided information to and assists Soldiers and/or their families in a variety of financial matters. Studied operational areas for supplemental operating procedures and internal controls with special emphasis on identifying adverse trends or other signals of possible financial impact. Performed internal control reviews of highly vulnerable areas; established plans for corrective action and wrote audit reports. Monitored accounting programs and financial data in order to provide professional managerial accounting advice and assistance to program directors and financial managers. Responsibilities for audit of accounts and records of transactions; providing professional management accounting analysis, reconciliations, and advice on trends and status of funds; and for providing assistance to operating management officials. Developed management accounting reports and professional accounting on status of funds and accounting trends. Interpreted financial management policy promulgated by higher headquarters and provides guidance to staff elements. Developed recommendations covering a variety of financial and operational findings, Reviewed and made determinations on the reasonableness of administrative costs, appropriateness of overhead rates, and the use of approved accounting systems and practices, Determined the appropriateness of ledger entries such as adjustments, delays in the processing of fund requests, adequacy and completeness of reports, and inefficient use of funds, Makes tests and examinations of the Districts specific cost representations, accounting systems and records, internal controls, policies and practices, and other management information pertinent to the audit, Used quantitative audit techniques, such as statistical sampling, where appropriate. Maintained audit working papers and substantiating documents in accordance with agency requirements and professional standards. Maintained management controls to ensure compliance with DoD directives concerning travel card use.

EDUCATION:

Bachelors of Business Administration Management, American Inter-Continental University, GPA 3.39, Nov 2006; Associate Degree General Business, Central Texas College, Sept 1994; 9 semester hours of Managerial Accounting Mar-Apr 2006; 9 semester hours of Statistical Analysis Feb-Mar 2006; 6 semester hours Business Law 1991; 3 semester hours Principles of Accounting Jan-Mar 2002; 32 hours of Fiscal Law 2006, Office of the Staff Judge Advocate, Maxwell AFB; 32 hours of Federal Government Accounting, USDA Graduate School Nov 2006-May 2009; Graduate

of the Enhanced Defense Financial Managers Training (EDFMT) Course, USDA Graduate School, March 2009; 2 hours Federal Accounting Mini Course, 30 May 2007; Graduate of the USDA Graduate School on Travel of Defense Personnel JTR/JFTR Vol 1 2005; Budget Analysis Workshop Dec 2007; US Army Finance School's Resource Management and Budget Crs, Jan 2004; US Army Finance School's Planning, Programming, Budget and Execution Crs, Oct 2002.

ADDITIONAL INFORMATION:

Knowledgeable of accounting principles and auditing standards, concepts, and practices sufficient to lead or independently conduct highly complex audits of varied District programs, functions, systems, and financial activities. Skills required to develop or modify audit plans, programs and techniques and deal with non-routine. audit problem. Considerable judgment is required to determine compliance, assure adequacy of accounting information interpret findings, and develop recommendations which are supportable. Knowledgeable and skilled in developing or modifying audit techniques where there has been little experience- in interpreting the data or success in surfacing meaningful findings, Skilled in acquiring quick knowledge of specialized procedures and subject matter encountered in the diversified activities of the District that utilize different control system. Knowledge and skilled in analyzing or applying a wide range of audit techniques such as interviews, computer assisted audit techniques; statistical analysis, and questionnaires to structure data or-surface significant findings. Knowledgeable of and have considerable skill in applying the audits process including planning, survey, execution and reporting phases. Knowledgeable and able to prepare written material in a clear, concise, and effective manner to conduct interviews to give or receive information and to persuade; to participate in or to lead conferences; and to make oral presentations. Knowledgeable in preparing reviews requiring in-depth research and analysis, & writing position papers and fact sheets to explain reviewed data. Review automated accounting and financial systems and identify need changes. Evaluate system logic and guidelines, and assess vulnerability. Able to utilize professional auditing & accounting skills to evaluate implementation of laws, directives, regulations, and internal control programs. If vulnerable/problem areas are identified, ensure remedies are implemented. Conduct in-briefs. Perform survey work to identify potential operating problems. Prepares work papers in accordance with Comptroller General Standards. Evaluates validity of external audit agency findings and negotiates for command. Prepares command response. Experienced gathering, organizing and evaluating data in complex areas, separating essential from nonessential data, assessing the degree to which program goals are met and developing findings/reports that clearly identify operational problems and required corrective actions. Knowledgeable and skilled in applying analytical and evaluative methods and techniques to issues or studies concerning the efficiency and effectiveness of program operations. Knowledgeable of a wide range of the principles, procedures, methods, and concepts of budgeting for appropriated and revolving fund accounts. Knowledgeable of pertinent laws, regulations, policies, and precedents which affect the use of program and related support resources in the area studied. Knowledgeable of the major issues, program goals and objectives, work processes and administrative operations of the organization. Skilled in developing new or modified work methods, organizational structures, management processes, and/or program administration procedures. Able to develop and interpret policies and procedures for controlling the use of funds for personnel salaries and expenses within the employing component. Knowledgeable of

automated Department of the Army Standard Systems such as Database Commitment Accounting System (dbCAS); Standard Army Financial System (STANFINS); Accounting Transaction Ledger Archival System (ATLAS); Computerized Accounts Payable System for Windows (CAPS-W); Electronic Document Access (EDA), Defense Travel System (DTS), Wide Area Work Flow (WAWF), Access Online (GPC Program) and Aquiline (PR Web: Purchase Request) System; Operational Data Store (ODS), Knowledge and skilled to correlate and analyze large amounts of narrative and statistical material is applied in making appropriate recommendations; or action concerning budget estimates, obligations, allotments, costs, manpower ceilings, and position controls. An in-depth knowledge of budgetary and accounting systems to extract data and information; Knowledgeable and skill in applying the principles, practices and methods of budget execution and financial control to determine wither obligations, expenditures and funds requested are within the limitations of the approved operating budget.

AWARDS:

The Civil Service Achievement Medal, The Bronze Star Medal, The Army Meritorious Service Medal, The Army Good Conduct Medal for exemplary behavior efficiency and fidelity in active military service, The Army Commendation Medal, Military Volunteer Service Medal, Army Achievement Medal, Liberation of Kuwait Medal, Defense of Saudi Arabia Medal, Southwest Asia Service Medal w/ three campaign stars, National Defense Service Medal, Global War on Terrorism Medal, Leaders Professional Development Ribbon. Department of the Army Maintenance Excellence Award 1998 and 1999.

LICENSES/CERTIFICATES:

Certified Defense Financial Manager, May 2009. Top Secret Security Clearance (SCI/SSB). Certificate of training for Equal Opportunity Leaders, Certificate of Training for Government Purchase Card Program (GPC), Certificate of Training from the Dept of Defense Center for Environmental Initiatives Hands on Training, Certificate of Training and License to instruct Military Operations on Urban Terrain, Certificate of training for Mid-Level Managers Course phases I-III,

OTHER INFORMATION:

Member of the Board of Adjustments, City of Copperas Cove, Texas. Executive Vice President and current member of the Central Texas Chapter of the American Society of Military Comptrollers, Past President and former member of Toastmaster chapter 8752. Lifetime member of the 1st Cavalry Division Association.

Planning & Zoning 2008-09 Absences Report

Scheduled Date of Meeting	Meeting Rescheduled Y (Yes) or N (No)	Date of Rescheduled Meeting	Meeting Cancelled Y (Yes) or N (No)	Reason for Reschedule/ Cancellation	Matters on Agenda	Absences
07-Jul-08			Y	No agenda items		
21-Jul-08	N				Final minor plat of Bradlee Lane Place and final minor plat of Heart O' Texas Federal Credit Union Addition, Phase Two.	Palmer and Ruff excused
04-Aug-08	Y	06-Aug-08		Agenda not posted in time for Monday meeting.	Final minor plat of Cove Plaza Addition and final minor plat of Trinity Living Center Addition.	Ruff and Howell excused
18-Aug-08	N				Final minor plat of TeCon Inc. Addition Replat No. 1 and rezone of Lot 4, TeCon Inc. Addition Replat No. 1 to B-PC.	Palmer absent, Diaz excused and Ruff resigned
03-Sep-08			Y	No agenda items		
15-Sep-08			Y	No agenda items		
06-Oct-08			Y	No agenda items		
20-Oct-08	N				Final minor replat of Walker Place, Phase Four, Replat No. 4.	

03-Nov-08	Y	05-Nov-08	Y	City Council met on the 3rd due to Election/No agenda items		
17-Nov-08			Y	No agenda items		
01-Dec-08			Y	No agenda items		
15-Dec-08			Y	No agenda items		
05-Jan-09	N				Cove Dental Clinic Addition	Howell resigned
20-Jan-09	WORKSHOP rather than regular meeting				Zoning and Subdivision Ordinance changes	Palmer, Diaz and Ziegler absent
02-Feb-09	N				Fina Station Addition & Texas Subs Addition and rezone 900 N. FM 116	Diaz and Ott absent
17-Feb-09	N				My Stylist Addition	
02-Mar-09	N				MR Ranch Phase Two	Diaz excused and Ziegler absent
16-Mar-09			Y	No agenda items		
06-Apr-09	N				Lightfoot Addition and rezone of Lightfoot Addition	Diaz excused
20-Apr-09	Y	27-Apr			Copperas Cove Substation, Grass Addition, Christian House of Prayer, Phase Two	Ott excused
04-May-09			Y	No agenda items		
18-May-09			Y	No agenda items		
01-Jun-09	Y	08-Jun			Cove Nursery Replat	
15-Jun-09						

City of Copperas Cove

City Council Agenda Item Report

June 16, 2009

Agenda Item No. I-2

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

SUBJECT: Consideration and action to fill expired terms and any current vacancies on the Planning and Zoning Commission.

1. BACKGROUND/HISTORY

The Planning and Zoning Commission is an advisory body to the City Council, principally providing guidance on zoning, land use plans and other planning related matters. The Commission is made up of seven positions (positions one through seven). The review, consideration and action by the City Council to fill vacancies on the Planning Zoning Commission have routinely been completed during the month of June with terms of office starting on July 1 and ending three years later on June 30.

2. FINDINGS/CURRENT ACTIVITY

Per Chapter 20 of the code of ordinances, there are seven places on the Planning and Zoning Commission. Places are filled for a term of three (3) years and shall not serve more than two (2) terms in succession.

Applications are attached for Council review and consideration to fill the expired term for Place 1 and 2 and the unexpired term for Place 7. The vacancy for Place 7 was created due to a resignation; therefore, only the unexpired term shall be filled.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council fill the expired terms for Places 1 and 2 and the unexpired term for Place 7.

Board of Adjustment 2007-08 Absences Report

Scheduled Date	Meeting Rescheduled Y (Yes) N (No)	Date of Rescheduled Meeting	Meeting Cancelled Y (Yes) N (No)	Reason for Reschedule/ Cancellation	Matters Under Consideration	Absences
26-Jul-07			Y	No agenda items		
23-Aug-07			Y	No agenda items		
27-Sep-07	N				Variance: 1009 W. Hwy 190 set back	Hopkins absent
25-Oct-07			Y	No agenda items		
15-Nov-07	Y	26-Nov-07			Variance: 4108 Wine Cup set back	Clark resigned and Lavalis absent
27-Dec-07			Y	No agenda items		
24-Jan-08			Y	No agenda items		
28-Feb-08			Y	No agenda items		
27-Mar-08			Y	No agenda items		
24-Apr-08			Y	No agenda items		
22-May-08			Y	No agenda items		
26-Jun-08	N				Variance: 207 S. 3rd for off street parking	Hendricks absent

Board of Adjustment 2008-09 Absences Report

Scheduled Date	Meeting Rescheduled Y (Yes) N (No)	Date of Rescheduled Meeting	Meeting Cancelled Y (Yes) N (No)	Reason for Reschedule/ Cancellation	Matters Under Consideration	Absences
24-Jul-08			Y	No agenda items		
28-Aug-08	N				Variance: 2204 Freedom Lane front building set back line	Owsley excused
25-Sep-08	N				Variance: 1115 N. Main rear building set back line	Lavalis and Hopkins absent
23-Oct-08			Y	No agenda items		
20-Nov-08	N				Variance: 2503 Winchester Drive rear building set back line	Owsley and Minton excused (Feast of Sharing)
18-Dec-08			Y	No agenda items		
22-Jan-09			Y	No agenda items		
26-Feb-09			Y	No agenda items		
26-Mar-09			Y	No agenda items		
23-Apr-09	N				Variance: Stoney Brook parking and Cinergy Cinema signs	Lavalis and Hopkins excused
28-May-09	Y	18-Jun-09		Lack of quorum		
25-Jun-09						

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

Name PHILLIP G LAVALIS
Address 342 Skyline Dr. Copperas Cove TX
Home Phone 254) 547-4088 Office Phone 321-7866
Fax _____ E-mail retstyle@hotmail.com
Occupation RETIRED
Volunteer/Community Service _____
Professional Affiliations VFW, AMERICAN LEGION
Areas of Interest GOLF, FISHING, TRAVELING
Education ASSOCIATE DEGREE

I would like to be considered for the following:

- Planning and Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Fact Finding and Advisory Committee
- Election Judge/Alternate/Clerk
- Animal Control Advisory Committee
- Housing Authority
- Hospital Authority
- Economic Development Corporation
- Volunteer – Cove in Lights Committee
- Keep Copperas Cove Beautiful Commission

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



CITY OF COPPERAS COVE VOLUNTEER APPLICATION

The following information is required to help the City make the best possible decision regarding the selection of volunteers. The City appreciates your interest and the time you spend completing this application form. Selection of applicants as volunteers is based on a number of factors, and there is no guarantee that an applicant will be selected to volunteer.

Name: CHARLES HENDRICKS Phone: (H) 254 371 3629 (W) 254 286 7718 Cell Phone: N/A
Address: 332 Skyline DR City: COPPERAS COVE State: TX Zip: 76522
Charles Hendricks
Email address: CH.HENDRICKS@US.ARMY.MIL Are you under 18 years of age: Yes No Date of Birth: 04/10/1962
(Date of birth is needed for background screen to include criminal history search.)
Drivers License State and #: 01506451 (TX) Social Security #: 252 25 2701

SKILLS AND INTERESTS:

Education Background: BACHELORS IN BUSINESS MGMT, AS IN GENERAL BUSINESS

Previous Work Experience (Please list current and previous employers and include phone numbers and reason for leaving): Dept of Defense Civil Service, 286-7718, current; United Parcel Service, 254-939-2993, career change; U.S. Army, 1st Cav Division, 287-7415, retirement

Hobbies, Interests, Skills: RV'ing, Motorcycling, photography

Previous Volunteer Experience: Executive VP of the American Society of Military Comptroller 2006-2007

Is there a particular type of volunteer work in which you are interested?
The Variance Adjustment Committee, Planning and Zoning Comm. Hec

Are you a City of Copperas Cove resident? Yes No

Are you a current City of Copperas Cove employee? Yes No
If yes, list Department and Supervisor: _____

Have you ever been employed by the City of Copperas Cove? Yes No
If yes, give dates of employment: _____
Reasons for leaving: _____

List names of any friends, family members, or acquaintances employed by the City of Copperas Cove: Steve Alexander, City Manager

TIME AVAILABLE:	Morning	Afternoon	Evening
Monday	_____	_____	6:30 pm
Tuesday	_____	_____	6:30 pm
Wednesday	_____	_____	6:30 pm
Thursday	_____	_____	6:30 pm
Friday	_____	_____	6:30 pm
Saturday/Sunday	_____	_____	_____

Do you prefer a regular commitment (i.e., 2 days/week for 4 hours) or short term projects (i.e. helping at specific functions or events)? _____

Beginning Availability Date: 10 AUGUST 2007 Ending Date: INDEF

How many hours per week do you want to volunteer? (Be specific) 1-3

Can you operate the listed equipment? (Check all that apply)

Copy machine Computer Typewriter Calculator Any not listed: _____

List all languages you speak other than English: No

Are you wanting to volunteer to fulfill a requirement: Yes No If yes, who/what is the requirement for? _____

Why do you want to volunteer with the City of Copperas Cove? As a citizen of Copperas Cove I'd like give back to the community as a volunteer

Have you ever volunteered or applied to volunteer with the City of Copperas Cove? No

Any information which you think would be helpful for us to know in correctly placing or assigning you:
Interested in Variance Adj. Committee or the P+Z committee only

Are you currently or have you ever been a party to any misdemeanor or felony criminal matter (other than minor traffic violations for which no arrest was made), in which you were charged, convicted, served probation, participated in deferred adjudication or other program to avoid a conviction, or made restitution or participated in pre-trial diversion or other program to avoid prosecution? Yes No

(Conviction will not necessarily disqualify applicant from volunteering)

If yes, please explain: _____

REFERENCES:

Provide the names, addresses and telephone numbers for three references. Do not list relatives or previous employers.

Name	Address	Phone #	Relationship
<u>Ed Cherry</u>	<u>Buckboard, CC</u>	<u>254-518 2965</u>	<u>Friend</u>
<u>Steve Alexander</u>	<u>5 Kylian Ph. CC</u>		<u>Friend - Neighbor</u>
<u>Felicia Alston</u>	<u>115 Redleaf Dr, Humble</u>	<u>754 288 8026</u>	<u>Friend - Co worker</u>

EMERGENCY NOTIFICATION INFORMATION:

1. Name: Lollie Hendricks Relationship: Spouse
 Address: 332 Skyline Dr. Copperas Cove TX 76522
Street City State Zip
 Home Phone: (254) 289 5781 Work Phone: (254) 288 5338 Cell Phone: ()
 Comments: _____

2. Name: _____ Relationship: _____
 Address: _____
Street City State Zip
 Home Phone: () Work Phone: () Cell Phone: ()
 Comments: _____

Complete only if under 18 years of age

PARENT / GUARDIAN CONSENT:

_____ has my permission to work as a volunteer in the City of Copperas Cove. I understand that as a volunteer, my teenager will not get paid, but his/her services will be considered as regular work experience and that he/she will be expected to dress and conduct himself/herself appropriately.

Printed Name of Parent / Guardian City, State, Zip Telephone Number

Signature of Parent / Guardian Date

NOTE: Please carefully read the following statements. After you have read the statements, please sign and date in the space provided below.

I understand that in the course of my work experience I may come into contact with confidential records and information. I agree to maintain the confidentiality of those materials and guard the private nature of that information, and to disclose such information on a need-to-know basis only.

As a volunteer, I agree to do the following:

- Complete assignments to the best of my ability; observe all staff rules and policies; maintain confidentiality of information.

The City of Copperas Cove agrees to provide the following:

- Provide me with adequate work space and supplies; evaluate my performance on a regular basis, try to provide new assignments and challenges for me; suggest an alternative placement or terminate my volunteer assignment if determined to be in the City's best interest.

I certify that the information contained in this application or other material provided to the City and in any oral statements by me are true and correct and that I have not omitted any information. I understand that false or misleading information given in my application, resume or interview(s) may disqualify me from further consideration, or if selected to volunteer, may result in the termination of my volunteer service.

I authorize investigation of all statements contained herein and authorize the references listed above to give you any and all information concerning information they may have on me, personal or otherwise, and release all parties from all liability for any damage that may result from furnishing the same to you.

I further authorize the City of Copperas Cove to conduct a **Criminal Background** history check as part of this volunteer application. I also agree to provide the City with any other authorization or release it needs to complete the required background investigation and to determine my suitability as a volunteer.

I UNDERSTAND AND AGREE THAT, IF PERMITTED TO VOLUNTEER:

My volunteer service is for no definite period and may be terminated by the City at any time for any reason without any prior notice.

Attached to this application are select City of Copperas Cove Personnel Policies and Procedures that I agree to read, follow and abide by.

The City of Copperas Cove prohibits its Volunteers from possessing, using, purchasing or selling alcohol or controlled substances on its property, in City-owned or leased vehicles, on work sites, or at any other time while in the course of volunteering for the City of Copperas Cove. No Volunteer may be at work while under the influence of alcohol or any controlled substance. I understand that violation of this policy, or any other policies mentioned above, as well as any specific department policy given to me orally or in writing, will result in the termination of my volunteer assignment.

Date:

24 July 07

Signed:

Chloris A. Jones

Application for the
2007 Charter Review Committee

Name BILLYE (BILL) MINTON

Address 1407 PONY EXPRESS, COPPERAS COVE, TX 76522

Home Phone 547 5585 Office Phone _____ Mobile Phone _____

Fax _____ E-mail bmint@juno.com

Occupation RETIRED

List your past/current experience on boards/commissions or any volunteer work/community service you have done WRITING ALABAMA ORDINANCE FOR CCM COMMITTEE
COMPREHENSIVE PLANS COMMITTEE
CHAIRMAN OF THE BOARD COPPERAS COVE HOUSING AUTHORITY

Professional Affiliations TEXAS RETIRED TEACHERS ASSOC. PONY EXPRESS
club.

Educational Background DYER COLLEGE

Tell us why you wish to serve on the Charter Review Committee and what specific qualifications or talents you would bring to this committee.

AS YOU CAN SEE I HAVE SERVED ON COMMITTEES BEFORE AND
BEHAVE I CAN CONTRIBUTE TO THE CHARTER WHICH WILL HELP
GUIDE THE MAYOR, CITY COUNCIL & EMPLOYEES AS THEY ENDEAVOR
TO DO WHAT IS BEST FOR OUR CITY.

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

RECEIVED
BY 88 DATE 4-30-08

Name JAMES MORIVAL

Address 604 N 4TH ST

Home Phone (254) 245 7087 Office Phone _____

Fax _____ E-mail PARLONZ 04(a) yahoo.com

Occupation ARMY

Volunteer/Community Service _____

Professional Affiliations _____

Areas of Interest CITY OF COPPERAS COVE

Education COLLEGE

I would like to be considered for the following:

- Planning and Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Fact Finding and Advisory Committee
- Election Judge/Alternate/Clerk
- Animal Control Advisory Committee
- Housing Authority
- Hospital Authority
- Economic Development Corporation
- Volunteer - Cove in Lights Committee
- Keep Copperas Cove Beautiful Commission

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

City of Copperas Cove

City Council Agenda Item Report

June 16, 2009

Agenda Item No. I-3

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

SUBJECT: Consideration and action to fill expired terms and adjust existing terms on the Board of Adjustment.

1. BACKGROUND/HISTORY

The Board of Adjustment is a quasi-judicial board appointed by the City Council to hear and decide special exceptions, authorize a variance, and to hear and decide upon an appeal from a decision made by an administrative official in the enforcement of the zoning ordinance. The Board of Adjustment is made up of seven positions (positions one through five and alternate members place one and two).

The City Council appointed one member from alternate to regular member in March 2009 and appointed a new member as alternate in May 2009. The review, consideration and action by the City Council to fill vacancies on the Board of Adjustment are normally conducted on or before July of each year, with the new appointment starting the first day of July. Three place positions are to be appointed to fill expired terms. The remaining places are being adjusted to comply with the Texas Local Government Code.

2. FINDINGS/CURRENT ACTIVITY

Section 211.008(b) of Texas Local Government Code requires the Board of Adjustment to consist of at least five (5) members to be appointed for terms of two (2) years. The Copperas Cove Board of Adjustment consists of seven positions.

The City Council must correct the term expiration date for Places 2, 4, and Alternate Place 2 on the Board of Adjustment, to expire on June 30, 2010 and adjust term expiration for Alternate Place 1 to expire on June 30, 2009 in order to remain compliant with Texas Local Government Code.

Additionally, applications are attached for Council review and consideration to fill the expired terms for Place 1, 3, 5 and reappoint Alternate Place 1.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council adjust the term for Place 2, 4 and Alternate Place 2 from a three year term to a two year term ending on June 30, 2010 and fill the expired terms for Place 1, 3, 5 and reappoint Alternate Place 1 on the Board of Adjustment to expire on June 30, 2011.

ORDINANCE NO. 2009-15

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS AMENDING THE CURRENT CITY COUNCIL RULES OF MEETINGS AND ORDER OF BUSINESS; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.

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

WHEREAS, the City of Copperas Cove Charter under Section 2.10, Rules of procedure, requires the council, by ordinance, determine its own rules and order of business; and

WHEREAS, an ordinance of the City of Copperas Cove was passed on September 5, 2000 approving the City Council Rules of Meetings and Order of Business; and

WHEREAS, § 2-62 of Ordinance 2000-26 requires the City Council to review and revise the City Council Rules of Meetings and Order of Business, as needed, and at a minimum, every two years; and

WHEREAS, the City of Copperas Cove Code of Ordinances Chapter 2, Article III, Division 2 has not been substantially reviewed for the purposes of determining its effects or the need for revision since its approval in 2000; and

WHEREAS, the City Council of the City of Copperas Cove has determined that an ordinance expressing the Rules of Meetings and Order of Business is outdated and requires revision.

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

SECTION 1: Should any section, clause or provision of this ordinance be declared by court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the city as a whole or any part thereof, other than the part so declared to be invalid.

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

SECTION 3: This Ordinance shall not affect the any other section of the City of Copperas Cove Code of Ordinances Chapter 2 currently in existence.

SECTION 4: That the revised City Council Rules of Meetings and Order of Business are attached to this Ordinance as "Exhibit 1" which is incorporated herein by reference and is hereby adopted as presented.

PASSED, APPROVED AND ADOPTED this 16th day of June 2009 at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* §551.001, et. seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

DIVISION 2. RULES OF MEETINGS AND ORDER OF BUSINESS*

***Editor's note:** Ord. No. 2000-26, § 1, adopted Sept. 5, 2000, repealed the provisions of §§ 2-55--2-60 which pertained to city council rules of meetings and order of business. Ord. No. 2000-26 has replaced former §§ 2-55--2-60 with Subdivisions I--VIII (§§ 2-55--2-62.4), which pertain to similar provisions regarding the city council. Former §§ 2-55--2-60 derived from Ord. No. 1986-3, §§ A--F, adopted January 7, 1986.

Subdivision I. Authority

Sec. 2-55. AD HOC COMMITTEES.

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.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-55.1. . COUNCIL MEMBER APPOINTMENTS AND ASSIGNMENTS

The mayor nominates and the city council confirms council member appointments to outside agencies, committees, task forces, boards and commissions. Council members provide a link for representing the values, beliefs and position of the city council to these entities. The representative will report to the city council on the activities of these organizations no less than quarterly.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-55.2. COUNCIL MEMBER PARTICIPATION IN COMMUNITY ACTIVITIES

From time to time, council members may choose to participate in community activities, committees, events and task forces. When a council member participates in these types of activities, the council member is acting as an interested party rather than acting on behalf of the city council. Acting or participating on behalf of the city council is limited to those instances when the city council has formally designated the council member as its representative for the matter.

(Ord. No. 2000-26, § 1, 9-5-00)

Subdivision II. Council Meetings

Sec. 2-56. REGULAR MEETINGS.

The regular meetings of the city council shall be held on the first and third Tuesday of each month except for December. In December, one regular meeting will be held on the first Tuesday. The meetings may be held in the city council chambers and begin at 7:00 p.m.

(1) *Other locations.* The city council may, occasionally, elect to meet at other locations and, upon such election, shall give the public notice of the change of location in accordance with state law.

(2) *Location during local emergency.* If by reason of fire, flood or other emergency, it is unsafe to meet in the city council chambers, the meetings may be held for the duration of the emergency at such other place as may be designated by the mayor or, in the mayor's absence by the mayor pro tem or the city manager.

(3) *Cancellation of meetings.* When the day for any regular meeting falls on a legal holiday, the regularly scheduled meeting for such day shall be deemed canceled unless otherwise specified by the city council. To ensure two (2) regular city council meetings are held during necessary months, the meeting to be canceled shall be rescheduled at a regular city council meeting prior to a conflicting holiday. At other times, when the city council deems appropriate, one (1) or more regular meetings may be canceled and rescheduled by a majority vote of the city council.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-56.1. WORKSHOPS.

(a) The purpose of a workshop is to discuss in depth or explore matters of interest to the city, such as a meeting with one (1) of the city's appointed committees or the council alone may wish to explore a matter in great detail. The time, place and purpose will be stated on all legally posted notices. City council shall not take formal action on items presented at a workshop.

(b) Non-regularly scheduled workshop meetings may be called by the Mayor, the City Manager, or any Council member subject to approval of five or more members of the City Council.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-56.2. Attendance by the Public

(a) Citizens and other visitors attending city council meetings and workshops shall observe the same rules of propriety, decorum and good conduct applicable to members of the city council.

(b) During Regular and Special Meetings of the City Council, citizens will be allowed to speak on items not on the regular agenda during citizen's forum for a total of five (5) minutes per person with an additional two (2) minutes at the Chair's discretion not to exceed thirty (30) minutes total and on items on the regular agenda upon completion of council deliberation of each item for a total of five (5) minutes per person not to exceed thirty (30) minutes total. Time may not be donated from one citizen to another.

+ (c) The Mayor may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.

+ (d) During Workshops of the City Council, citizens will be allowed to speak on the subject(s) under discussion during *Public Comment* after being recognized by the CHAIR for two (2) minutes each not to exceed ten (10) minutes total.

Subdivision III. Order of Business

Sec. 2-57. GENERAL ORDER.

City council meetings will be generally conducted in the following order, unless otherwise specified. An executive session may be held at any time during a meeting consistent with applicable state law.

(1) *Workshop agenda.*

a. Call to order.

b. Roll call.

- c. Workshop items.
- d. Public Comment
- e. Adjourn.

(2) *Regular meeting agenda*

- a. Call to order.
- b. Invocation and pledge of allegiance.
- c. Roll call.
- d. Announcements.
- e. Public recognition.
- f. Citizen's forum.
- g. Consent agenda.
- h. Public hearings/action.
- i. Action items.
- j. Reports from outside entities, advisory committees and boards.
- k. Items for future agendas.
- l. Executive session.
- m. Reconvene into open session for possible action resulting from any items posted and legally discussed in executive session.
- n. Adjourn.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-57.1. PLACEMENT OF AN ITEM ON AN AGENDA.

- (a) All items for placement on an agenda shall be coordinated through the city manager. The city manager shall be responsible for coordinating items and supporting documentation for the agenda for timely submission to the city secretary.
- (b) Members of city council wishing to place any item on an agenda may do so, with consent of two (2) other council members, at the end of a council meeting during the section provided for "items for future agendas."
- (c) Should a city council member need an item placed on the agenda before council convenes in a council meeting, the council member shall obtain a signed statement from two (2) additional city council members explaining the item they wish to appear on the next agenda, prepare an Agenda Item Report and submit the completed Agenda Item Report prior to the deadline for agenda items. The city secretary will provide the necessary statement form. This form may be submitted to the city manager or the city secretary.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-57.2. AGENDA OFFICER.

- (a) The city secretary shall be the agenda officer with responsibility for proper and legal posting of the agenda.
- (b) The city secretary will assume responsibility for issuing to newspaper, radio, and television stations a copy of the agenda advising them of any scheduled meeting.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-57.3. NUMBERING AND INDEXING OF AGENDA ITEMS.

All items of any nature shall be numbered consecutively for purposes of consideration on the agenda. Upon passage, the city secretary shall separately index all ordinances and resolutions.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-57.4. PUBLIC RECOGNITION.

All special presentations and announcements will be scheduled and coordinated through the city secretary for placement on the agenda. A period of time, not to exceed fifteen (15) minutes, will be set aside for public recognition at each city council meeting.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-57.5. CONSENT AGENDA.

- (a) The consent agenda shall contain routine, non-controversial items that require city council action but require no city council deliberation. All items on the consent agenda shall be considered in one (1) motion unless removed.
- (b) Examples of routine business found on consent agendas include, but are not limited to:
- (1) Approval of license applications and bonds.
 - (2) Approval of minutes.
 - (3) Approval of payment for contracts.
 - (4) Bid and contract awards.
 - (5) Set date for hearings.
 - (6) Appointments.
 - (7) Resignations.
 - (8) Staff Reports.
- (c) Agenda items removed from the consent agenda by the request of council members or staff will be considered after approval of the entire consent agenda.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-57.6. ANNOUNCEMENTS.

Members of the city council, the Mayor or the City Manager have the opportunity to notify others of community events, functions and other activities. This item shall be included on all meetings of the City Council.
(Ord. No. 2000-26, § 1, 9-5-00)

Subdivision IV. Rules of Conduct

Sec. 2-58. GENERAL PROCEDURE.

These rules, consistent with the city Charter, any applicable city ordinance, statute or other legal requirement, and "Robert's Rules of Order Newly Revised" shall govern the proceedings of the city council.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.1. AUTHORITY OF THE CHAIR.

- (a) Subject to appeal to the full city council, the mayor shall have the authority to prevent the misuse of motions, the abuse of any privilege, or the observation of the business of the city council by ruling any such matter out of order. In so ruling, the mayor shall be courteous and presume that the moving party is acting in good faith.

(b) Any member of the city council may move to require enforcement of the rules, and the affirmative vote of a majority of the city council shall require the presiding officer to act.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.2. MAYOR TO FACILITATE COUNCIL MEETINGS.

In the role of facilitator, the mayor will assist the city council in focusing agenda discussions and deliberations.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.3. COUNCIL DELIBERATION AND ORDER OF SPEAKERS.

The mayor has been delegated the responsibility to control the debate and the order of speakers. Speakers will generally be called upon in the order of the request to speak. With the concurrence of the mayor, a council member holding the floor may address a question to another council member and that council member may respond while the floor is still held by the council member asking the question. A council member may opt not to answer a question while another council member has the floor.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.4. LIMIT DELIBERATIONS TO ITEM AT HAND.

Council members will limit their comments to the subject matter, time or motion being currently considered by the city council.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.5. LENGTH OF COUNCIL COMMENTS.

Council members will govern themselves as to the length of their comments or presentation. As a courtesy, the mayor will signal by hand to a council member who has been speaking for over five (5) minutes. This procedure is not meant to limit debate or to cut comments short but rather to assist council members in their efforts to communicate concisely.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.6. OBTAINING THE FLOOR.

Any member of the city council wishing to speak must first obtain the floor by being recognized by the mayor. The mayor must recognize any council member who seeks the floor when appropriately entitled to do so. When two (2) or more members wish to speak, the presiding officer shall name the member who is to speak first. No member of the city council shall interrupt another while speaking except to make a point of order or to make a point of personal privilege.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.7. MOTIONS.

Motions may be made by any member of the city council. Any member of the city council, other than the person offering the motion, may second a motion.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.8. PROCEDURES FOR MOTIONS.

The following is the general procedure for making motions:

(1) A council member who wishes to make a motion should do so through a verbal request to the mayor.

(2) A council member who wishes to second a motion should do so through a verbal request to the mayor. Before a motion can be considered or debated it must be seconded.

(3) Once the motion has been properly made and seconded, the mayor shall open the matter for discussion offering the first opportunity to the moving party and, thereafter, to any council member recognized by the mayor.

(4) Once the matter has been fully discussed, the mayor will call for public input. Upon the completion of public input, the Mayor calls for a vote, thus no further discussion will be allowed. (Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.9. VOTING.

Voting, except on unanimous votes, shall be by roll call and the ayes, nays and abstentions shall be recorded in the minutes.

(1) *Abstention.*

a. A member shall disqualify himself from voting whenever he finds that he has a personal or monetary interest in the item, or he will be directly affected by the decision of the council.

He/she shall do so by filing an affidavit with the city secretary prior to any discussion or action on such items.

b. A member may disqualify himself from voting whenever any applicant, or his agent, has sought to influence the vote of the member on his application, other than in the public hearing. If a member does disqualify himself, he shall state his reason for abstention.

c. When a council member abstains or excuses himself/herself from a portion of a council discussion or vote because of a legal conflict of interest, the council member must briefly state the nature of the conflict in an affidavit. State law requires the inclusion of this information in the record.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-58.10. NON-OBSERVANCE OF RULES.

Rules adopted to expedite and facilitate the transaction of the business of the city council in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by the city council.

(Ord. No. 2000-26, § 1, 9-5-00)

Subdivision V. Public Hearings

Sec. 2-59. GENERAL PROCEDURE.

The city council procedure for the conduct of public hearings is generally as follows:

(1) Mayor reads listed topic information for public hearing.

(2) Mayor opens the Public Hearing.

(3) Staff presents its report.

(4) Council members may ask questions of staff.

(5) The applicant or appellant then has the opportunity to present comments, testimony, or arguments. In the case of an appeal when the appellant is different from the applicant, the appellant should be called upon first to provide comments or testimony. The applicant or

appellant shall have a total of fifteen (15) minutes for a presentation when recognized by the mayor or presiding officer.

The initial comments or presentation shall be limited to ten (10) minutes and the rebuttal or concluding comments shall be limited to five (5) minutes.

- (6) Council members may ask questions of the applicant and/or appellant.
 - (7) Members of the public are provided with the opportunity to speak for or against the issue.
 - (8) The public hearing is closed.
 - (9) The city council deliberates and takes action.
- (Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-59.1. CONTINUANCE OF HEARINGS.

Any public hearing being held, noticed or ordered to be held by the city council may, by order, notice or motion, be continued to any subsequent meeting.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-59.2. PUBLIC DISCUSSION AT HEARINGS.

(1) *Questions of speakers.* Members of the city council who wish to ask questions of the speakers or each other during the public hearing portion may do so, but only after first being recognized by the mayor. Interaction with the speaker shall be limited to a question or questions, rather than an ongoing dialogue.

(2) *Materials for public record.* All persons interested in the matter being heard by the city council shall be entitled to submit written evidence or remarks, as well as other graphic evidence. All such evidence presented will be retained by the city secretary's office as part of the record of the hearing, with the requirements of state law.

(3) *Germane comments.* During the public hearing, no person will be permitted to speak about matters or present evidence which is not germane to the matter being considered. A determination of relevance shall be made by the mayor, but may be appealed to the full city council.

(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-59.3. COMMUNICATIONS AND PETITIONS.

Written communications and petitions concerning the subject matter of the hearing will be noted, read aloud, or summarized by the mayor. A reading in full shall take place if requested by any member of the city council.

(Ord. No. 2000-26, § 1, 9-5-00)

Subdivision VI. Addressing the City Council

Sec. 2-60. ORAL PRESENTATIONS BY MEMBERS OF THE PUBLIC. The following procedures will guide oral presentations by members of the public at city council meetings:

- (1) When called upon, the person should come to the podium state his/her name and address for the record, and, if speaking for an organization or other group, identify the group.
- (2) All remarks should be addressed to the city council as a whole, not to individual members.
- (3) Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-60.1. WAIVER OF RULES.

Any of the foregoing rules may be waived or suspended by a majority vote of the council members when it is deemed that there is good cause to do so, based upon the particular circumstances involved. (Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-60.2. NON-EXCLUSIVE RULES.

The rules set forth are not exclusive and do not limit the inherent power and general legal authority of the city council, or of its presiding officer, to govern the conduct of city council meetings as may be considered appropriate from time to time, or in particular circumstances, for purposes of orderly and effective conduct of the affairs of the City.

Subdivision VII. Procedures Administration

Sec. 2-61. REVIEW OF CITY COUNCIL PROCEDURES.

The city council will review and revise the city council Rules of Order and Procedure as needed, and at a minimum, every two years.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-61.1. ADHERENCE TO PROCEDURES.

During city council discussions, deliberations and proceedings, the mayor has been delegated the primary responsibility to ensure that the city council, staff and members of the public adhere to the council's adopted procedures.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-61.2. CITY ATTORNEY AS PROCEDURE ADVISOR.

The city attorney assists the mayor and city council as a resource and as an advisor for interpreting the city council's adopted rules and procedures.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-61.3. APPLICABILITY OF PROCEDURES.

The city council rules of order and procedures shall also apply to the city council when sitting as the City's representative with other entities and agencies. The role of mayor and mayor pro tem shall be interchangeable with chair and vice chair, or president and vice president when sitting as the City's representative with another entity.
(Ord. No. 2000-26, § 1, 9-5-00)

Sec. 2-61.4. CONFLICT WITH CHARTER.

Should any section, clause, or provision of this policy be declared in conflict with the city Charter, the city Charter shall prevail.
(Ord. No. 2000-26, § 1, 9-5-00)

City of Copperas Cove

City Council Agenda Item Report

June 16, 2009

Agenda Item No. I-4

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

SUBJECT: Consideration and action on an ordinance revising Chapter 2 of the Code of Ordinances, Section III, Division 2, Rules of Meetings and Order of Business; providing for a savings clause and declaring an effective date.

1. BACKGROUND/HISTORY

On March 3, 2009, City Council and staff conducted a workshop of the City Council to discuss the existing ordinance for the Council's Rules of Meetings and Order of Business (Ordinance 2000-26). A copy of the existing ordinance is attached for reference and review.

Ordinance 2000-26 (Section 2-62. Review of city council procedures) reads, "The city council will review and revise the city council Rules of Order and Procedure as needed, and at a minimum, every two years." Thus, a review and necessary revisions are in order at this time.

The following changes/deletions were recommended by City staff and the City Attorney during the workshop:

Subdivision 1. Authority

- Delete the reference to the City Charter (Section 2-55) and rename Section 2-55 Ad Hoc Committees.
- The renumbering of Ad Hoc Committees created the need to rename Section 2-55.1 from Ad Hoc Committees to Council Member Appointments and Assignments.
- Change the language for Council Member Appointments and Assignments to "The mayor nominates and the city council confirms council member appointments...The representative will report to the city council on the activities of these organizations no less than quarterly."
- Section 2-55.2 was recommended to be renamed to Council Member Participation in Community Activities.
- Section 2-55.3 was recommended for deletion.
- Section 2-55.4 was recommended for deletion.

Subdivision II. Regular Meetings

- Delete the following language from Section 2-56 (Regular meetings), “City charter section 2.09 provides that the council shall hold at least two (2) regular meetings each month with the exception of December, which shall have a minimum of one (1) regular meeting.
- Delete Mayor and council member attendance (Section 2-56.1) and rename Section 2-56.1 to Workshops.
- Delete the following language from 2-56.1(a), “A quorum is not required for any Workshop.”
- Recommended deletion of all language in 2-56.1(b).
- Renumber the current Section 2-56.1(c) to 2-56.1(b).
- Recommend changing the language for renumbered 2-56.1(b) to “Non-Regularly scheduled workshop meetings may be called by the Mayor, the City Manager, or any Council member subject to approval of five or more members of the City Council.”
- Rename Section 2-56.2 to Attendance by the public.
- Recommended deleting the language in existing 2-56.9(a).
- Recommended renumbering 2-56.9(b) to 2-56.2(a).
- Recommended adding 2-56.2(b) with the following language, “During Workshops of the City Council, citizens will be allowed to speak on the subject(s) under discussion during *Public Comment* after being recognized by the CHAIR for two (2) minutes each not to exceed ten (10) minutes total.”
- Recommended adding 2-56.2(c) with the following language, “The Mayor may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.
- Recommended Deleting Section 2-56.3.
- Recommended Deleting Section 2-56.4.
- Recommended Deleting Section 2-56.5.
- Recommended Deleting Section 2-56.6.
- Recommended Deleting Section 2-56.7.
- Recommended Deleting Section 2-56.8.
- Recommended Renumbering 2-56.9 to 2-56.2.
- Recommended Deleting 2-56.10.

Subdivision III. Order of Business

- Recommended adding Public Comment to Section 2-57 (General Order) to the Workshop agenda.
- Recommended changing the language to Section 2-57.1(c) (Placement of an item on an agenda) to the following, “Should a city council member...they wish to appear on the next agenda, prepare an Agenda Item Report and submit the completed Agenda Item Report prior to the

deadline for agenda items. The city secretary will provide the necessary statement form. This form may be submitted to the city manager or the city secretary.

- Recommended deletion of “little or” from 2-57.5(a).
- Recommended changing the language in Section 2-57.6 (Announcements) to “Members of the city council, the Mayor or the City Manager have the opportunity to notify others of community events, functions and other activities. This item shall be included on all meetings of the City Council.”

Subdivision IV. Rules of Conduct

- Recommended deletion of 2-58.8(1) and renumber the remaining items.
- Recommended changing the language in existing 2-58.8(5)/proposed 2-58-8(4) to, “Once the matter has been fully discussed, the mayor will call for public input. Upon completion of public input, the Mayor calls for a vote, thus no further discussion will be allowed.”
- Recommended deleting the language, “No action of the council shall be valid or binding unless adopted by the affirmative vote of four (4) or more members of the council, except as required by city Charter or state law.”, from Section 2-58.9 (Voting).
- Recommended deleting all language for tie votes.
- Recommended deleting all language for Charter or statute requirements.

Subdivision V. Public Hearings

- Recommended relocating “Mayor opens the Public Hearing.” From number 6 to number 2, thus creating the need to renumber several items under procedures for public hearings.
- Recommended deleting the opening paragraph under Section 2-59.2 (Public discussion at hearings).
- Recommended deleting “Time limits” language in Section 2-59.2.
- Renumber “Questions of speakers” from item 2 to item 1.
- Renumber “Materials for public record” from item 3 to item 2.
- Renumber “Germane comments” from item 4 to item 3.

Subdivision VI. Addressing the City Council

- Recommended deleting “Staff presentations”.
- Recommended renumbering “Oral presentations by members of the public” from Section 2-60.1 to 2-60.
- Recommended deleting “All citizens attending any council meeting will be asked to sign a roster to be provided. This roster will be retained by the city secretary as a matter of record.”
- Recommended deleting “Prior to the meeting or during the meeting prior to a matter being reached, persons wishing to address the city council

should complete a public meeting appearance card and present it to the city secretary.”

- Recommended renumbering “Waiver of rules” from Section 2-60.6 to 2-60.1.
- Recommended renumbering “Non-exclusive rules” from Section 2-60.7 to 2-60.2.
- Recommended deleting “Citizen’s forum”.
- Recommended deleting Section 2-60.3.
- Recommended deleting Section 2-60.4.
- Recommended deleting Section 2-60.5.
- Recommended deleting Section 2-60.6.
- Recommended deleting Section 2-60.7.

Subdivision VII. Councilmember Administrative Support

- Recommended renaming Subdivision VII from “Council member Administrative Support” to “Procedures Administration”.
- Recommended deleting language in Section 2-61.
- Recommended renaming Section 2-61 from “Mail” to “Review of city council procedures” utilizing the existing language from Section 2-62.
- Recommended deleting language in Section 2-61.1.
- Recommended renaming Section 2-61.1 from “City council correspondence” to “Adherence to procedures”.
- Recommended deleting language in Section 2-61.2.
- Recommended renaming Section 2-61.2 from “Clerical Support” to “City Attorney as procedure advisor”.
- Recommended deleting language in Section 2-61.3.
- Recommended renaming Section 2-61.3 from “Master calendar” to “Applicability of procedures”.
- Recommended deleting language in Section 2-61.4.
- Recommended renaming Section 2-61.4 from “Request for research or information” to “Conflict with charter”.
- Recommended deleting Section 2-61.5.

Subdivision VIII. Procedures Administration

- Recommended deleting Section 2-62.
- Recommended relocating contents of Section 2-62 to 2-.61.
- Recommended deleting Section 2-62.1.
- Recommended relocating contents of Section 2-62.1 to 2-61.1.
- Recommended deleting Section 2-62.2.
- Recommended relocating contents of Section 2-62.2 to 2-61.2.
- Recommended deleting Section 2-62.3.
- Recommended relocating contents of Section 2-62.3 to 2-61.3.
- Recommended deleting Section 2-62.4.
- Recommended relocating contents of Section 2-62.4 to 2-61.4.

2. FINDINGS/CURRENT ACTIVITY

During review at the March 3, 2009 Workshop and after further review by City staff, the following additional changes were recorded:

- Delete item J on the Regular meeting agenda. This change would require all staff reports to be included on the consent agenda and should City Council wish to inquire about the contents of the report, the item may be removed from the consent agenda for discussion.
- Change item J on the Regular meeting agenda to “Reports of outside entities, advisory committees and boards.”
- Section 2-57.5 (Consent agenda) would include staff reports.
- Correct Section 2-56.2 (Attendance by the public) to include item (b) to read, “During Regular and Special Meetings of the City Council, citizens will be allowed to speak on items not on the regular agenda during citizen’s forum for a total of five (5) minutes per person with an additional two (2) minutes at the Chair’s discretion not to exceed thirty (30) minutes total and on items on the regular agenda upon completion of council deliberation of each item for a total of five (5) minutes per person not to exceed thirty (30) minutes total. Time may not be donated from one citizen to another.”
- Correct Section 2-56.2 (Attendance by the public) to include item (c) to read, “The Mayor may request the City Manager to provide additional information on a matter of general interest to the full City Council, the public at large and to the citizen making the comment.”
- Correct Section 2-56.2 (Attendance by the public) to include item (d) to read, “During Workshops of the City Council, citizens will be allowed to speak on the subject(s) under discussion during *Public Comment* after being recognized by the CHAIR for two (2) minutes each not to exceed ten (10) minutes total.”
- Section 2-60 changed to include appropriate labeling by adding a (3) prior to “Questions, if any, should be directed to the presiding officer who will determine whether, or in what manner, an answer will be provided.”

Other minor housekeeping issues were addressed that do not affect the language or the intent of the language provided in the ordinance.

The ordinance was planned for revision on the March 26, 2009 Council meeting; however, the item was removed prior to posting in order to update the Elected Officials Handbook. On June 2, 2009, the Elected Officials Handbook was presented to the City Council during a workshop. The Council consensus at the workshop was to include the revised ordinance on the next regular meeting agenda.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the Council approve Ordinance 2009-15, revising the City Council's Rules of Meetings and Order of Business.

City of Copperas Cove City Council Agenda Item Report

June 16, 2009

Agenda Item I-5

Contact – Chuck Downard, Council Member Place 3, 254-547-4221
cdownard@ci.copperas-cove.tx.us

SUBJECT: Consideration and possible action to provide clarification and establish a due date for items requested during the May 5, 2009 meeting of the City Council in the items for future agendas section.

1. BACKGROUND/HISTORY

On May 5, 2009, Council Member Stephens requested the following items under the “Items for Future Agendas” section of the meeting agenda with concurrence from Council Members Palmer and Downard:

- Report on the next agenda, after a coordination meeting between the EDC, Chamber and the City regarding the LED sign promotion/advertising.
- 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.
- 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.
- A future joint workshop item to discuss the irregularities found in the City Attorney’s report and what change 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.

2. FINDINGS/CURRENT ACTIVITY

The following information was provided to the City Council by the CCEDC:

- Copy of the annual report filed with the State Comptroller’s Office each year.
- The terms and original appointment dates for all current CCEDC Board Members.
- A copy of certificates to serve as proof the required basic economic development training was completed by all current CCEDC Board Members.
- A copy of the CCEDC Bylaws.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City Council Member Downard recommends the Council provide clarification and establish a due date for the items remaining outstanding and is determined to require revisions.



US Highway 190

Reliever Route

The red shaded area indicates the land Copperas Cove will receive in the land exchange with Fort Hood, expected to be completed in June 2009

First Advisors, Inc. has an option contract on this property (~90 acres) for a one million sq. ft. retail center
Construction expected to begin early 2010

Super Walmart

Stony Brook Assisted Living Center

TXU Substation

Glockzin (Constitution Court) 108 units

Carothers Units yet to be determined

Extension of Constitution Drive
Extension of sewer infrastructure (Water infrastructure is in place)
Construction expected to begin later this year

NOTE: This map is not to scale and is intended only to show the general location of various projects.
The blue outlined area is controlled by the Industrial Foundation.
The green outlined area is controlled by the Copperas Cove EDC

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

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

June 16, 2009

Agenda Item. No. I-6

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

SUBJECT: Consideration and action on authorizing the Copperas Cove Economic Development Corporation to execute a professional services agreement with Walker, Wiederhold & Associates, L.L.C.

1. BACKGROUND/HISTORY

In November 2008, City staff requested the CCEDC provide a conceptual plan outlining the future development and infrastructure needs for the properties located in the Business Park area of the City.

As a result, the CCEDC began the process of identifying all property planned for development in the Business Park area into two categories (Property owned & planned for development by the CCEDC and Property to be developed by independent developer). The properties currently identified for development are as follows:

Property Owner	Developer	Construction Let	Infrastructure Needs
CCEDC	Gary Davis	2010 or Later	Water, Sewer & Streets
CCEDC	Glockzin	2009	Water, Sewer & Streets
CCEDC	Carothers	2010 or Later	Water, Sewer & Streets
Industrial Foundation & Private Owners	Mike Beevers	2009	Water & Sewer

2. FINDINGS/CURRENT ACTIVITY

In an effort to ensure all properties are identified, the 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, L.L.C. on April 23, 2009.

On May 19, 2009, City Council postponed the agenda item approving the Master Concept Plan and directed the CCEDC to obtain an additional proposal for the Master Concept Plan. Since May 19, 2009, CCEDC, the City Manager, City Attorney and Public Works Director discussed the City's desire and request to obtain additional proposals. All parties agreed the CCEDC should provide the funding for the Master Concept Plan and the scope of services to be provided by Walker, Wiederhold, & Associates, L.L.C. shall only include the development of the Design Concept Plan. Thus, any contracts, proposals or agreements for engineering services related to planned development in the Business Park area would be considered independently of the attached proposal.

As alluded to previously, the concept plan will identify and include 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.

As part of the concept plan process, Walker, Wiederhold, & Associates, L.L.C. 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. The concept plan is intended to serve as a planning tool for all parties involved and identify the funding needs for the potential infrastructure required. The concept plan will not include engineering services and is subject to change based on the ever changing economic development opportunities.

Furthermore, the concept plan will aid City staff with the preparation of future year CIP projects, potential zoning changes and future bond packages. The current bond funding approved by the voters in November 2008 is planned to include funding for the infrastructure needs of the properties listed in the table provided.

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 and City staff recommend approval of the Master Concept Plan for the Business Park area of Copperas Cove.

City of Copperas Cove

City Council Agenda Item Report

June 16, 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**

SUBJECT: Consideration and action on appointing a Council Member to serve on the CCEDC Bylaws and Economic Development Guidelines Committee.

1. BACKGROUND/HISTORY

On May 5, 2009, City Council provided direction to the CCEDC to provide:

- Report on the next agenda, after a coordination meeting between the EDC, Chamber and the City regarding the LED sign promotion/advertising.
- 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.
- 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.
- A future joint workshop item to discuss the irregularities found in the City Attorney's report and what change 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.

2. FINDINGS/CURRENT ACTIVITY

The following information was provided to the City Council by the CCEDC:

- Copy of the annual report filed with the State Comptroller's Office each year.
- The terms and original appointment dates for all current CCEDC Board Members.
- A copy of certificates to serve as proof the required basic economic development training was completed by all current CCEDC Board Members.

Other information requested:

- Discussions on LED sign promotion/advertising cannot be initiated until a final MOU is completed between CCEDC and Fort Hood. This is expected to be completed shortly.
- CCEDC awaits City Council direction regarding dates and subject matter of a future joint workshop.

The CCEDC recommends the Mayor and City Council confirm and appoint a Council Member to serve on the CCEDC Bylaws and Economic Development Guidelines Committee.

The formation of a committee will require approval of the CCEDC Board of Directors, subsequent to City Council approval of the Mayoral appointment.

The projected timeframe for completion would be 45 days for committee review and suggested changes; 30 days for CCEDC Board of Directors discussion and consideration (pending next scheduled board meeting date); and two weeks to bring to City Council for discussion and consideration (pending placement on agenda)

3. FINANCIAL IMPACT

None as a result of establishing requested committee.

4. ACTION OPTIONS/RECOMMENDATION

The CCEDC recommends the Mayor appoint, with Council confirmation, a member of the Council to the CCEDC Bylaws and Economic Development Guidelines committee.