



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

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

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **19th day of January 2010 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. Welcome to Members of Boy Scout Troop 258. ***John Hull, Mayor***
2. Proclamation: Crime Stoppers' Month – January 2010. ***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 considered separately.

1. Consideration and action on approving the minutes from the workshop council meeting on January 5, 2010. ***Jane Lees, City Secretary***
2. Consideration and action on approving the minutes from the regular council meeting on January 5, 2010. ***Jane Lees, City Secretary***
3. Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending September 30, 2009

per the Investment Policy. **Wanda Bunting, Director of Financial Services**

4. Consideration and action to approve the CCEDC invoice from Great American Insurance Companies for an insurance policy for the digital sign. **Dan Yancey, Chair, CCEDC Board of Directors**

#### H. PUBLIC HEARINGS/ACTION – None.

#### I. ACTION ITEMS

1. Consideration and action on authorizing the City Manager to execute an agreement with Coryell County for Fire Protection Services for a designated unincorporated area in southern Coryell County. **Mike Baker, Fire Chief**
2. Consideration and action on a resolution authorizing the City Manager to execute an Advance Funding Agreement with TxDOT for voluntary utility relocation for the Southeast Bypass (Reliever Route) project and release funds to TxDOT no earlier than forty five (45) days prior to the date set for receipt of the construction bids. **Andrea M. Gardner, City Manager**
3. Consideration and action on re-appointment of members to the Keep Copperas Cove Beautiful Commission. **Silvia Rhoads, Executive Director, Keep Copperas Cove Beautiful**
4. Discussion and possible action on the proposed amendments to the City's Home Rule Charter made by the Charter Review Committee. **Jack Widup, Chairman, Charter Review Committee/Charles E. Zech, City Attorney**
5. Consideration and action on an ordinance updating the City Code of Ordinances for school zones. **Wesley Wright, P.E., City Engineer**
6. Consideration and action on a resolution, accepting the Office of Rural Community Affairs 2010 TxCDP Grant No. 729171, awarded for the purpose of water system improvements. **Andrea M. Gardner, City Manager**
7. Consideration and action on a resolution, authorizing signatories in connection with the Office of Rural Community Affairs TxCDBG Grant No. 729171, awarded for the purpose of water system improvements. **Andrea M. Gardner, City Manager**
8. Discussion and possible action on removal of the Council Liaison to the Copperas Cove Economic Development Corporation (EDC). **Willie C. Goode, Council Member Place 6**

9. Consideration and action on appointment of a Council Member to the Liaison position with the Economic Development Corporation (EDC). **John Hull, Mayor**
10. Consideration and action on nominating an individual for the annual Golden Deeds award through the Exchange Club of Copperas Cove. **Danny Palmer, Council Member Place 4**
11. Consideration and action authorizing the City Manager to release payment to TxDOT for the acquisition of right-of-way and adjustment of utilities for the FM 2657 widening project. **Andrea M. Gardner, City Manager**
12. Consideration and action on a resolution expressing intent to finance expenditures to be incurred for the East End Infrastructure Project (Northeast Sewer Line). **Wanda Bunting, Director of Financial Services**
13. Consideration and action on an ordinance amending Chapter 16.5 of the City's Code of Ordinances. **Andrea M. Gardner, City Manager**
14. Consideration and action on authorizing the City Manager to execute an Interlocal Agreement with the Copperas Cove Economic Development Corporation (CCEDC) for the temporary funding of the Northeast Sewer Line (Eastside Infrastructure) project. **Andrea M. Gardner, City Manager**
15. Consideration and action on authorizing the City Manager to execute a contract with Lupe Rubio Construction, Inc., Kingsland, Texas for construction of Phase I, Northeast Sewer Line Project. **Robert M. McKinnon, Public Works Director**

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

1. CCEDC digital sign update. **Dan Yancey, Chair, CCEDC Board of Directors**
2. Chamber of Commerce 4th Quarter Report for 2009. **Marty Smith, President, Copperas Cove Chamber of Commerce**

**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. 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 \_\_\_\_\_, January 15, 2010, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

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Jane Lees, TRMC, CMC, City Secretary



## PROCLAMATION

**WHEREAS,** crime is a scourge on our society. It tears apart the lives of those directly and indirectly affected, breeding feelings of fear, anger and helplessness. As caring citizens, we are obligated to do all in our power to ensure that our communities are not victimized by criminals; and

**WHEREAS,** since they began in 1976, Crime Stoppers programs have empowered citizens across our state to take a stand against crime. These programs bring together businesses, citizens, law enforcement and the media to combat crime and make our communities safer; and

**WHEREAS,** Crime Stoppers has helped solve over one million crimes across the nation. By encouraging citizens to help reduce crime by combining media awareness, monetary rewards and anonymity for informants, Crime Stoppers has created an effective method for solving crimes and helping citizens take back control over their neighborhoods.

**NOW THEREFORE,** I, John Hull, Mayor of the City of Copperas Cove, Texas do hereby proclaim the month of January 2010 shall be observed as:

### ***“CRIME STOPPERS MONTH”***

in the City of Copperas Cove, Texas, and urge each and every citizen to join forces with Crime Stoppers to increase awareness of its successful crime reduction efforts. All citizens are encouraged to join in this effort and work to make our community even safer.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the seal of the City of Copperas Cove to be affixed this 19th day of January 2010.

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John Hull, Mayor

ATTEST:

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Jane Lees, City Secretary

**CITY OF COPPERAS COVE  
CITY COUNCIL WORKSHOP MEETING MINUTES  
January 5, 2010 – 6:00 P.M.**

**A. CALL TO ORDER**

Mayor John Hull called the workshop meeting of the City Council of the City of Copperas Cove Texas to order at 6:00 p.m.

**B. ROLL CALL**

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

**ALSO PRESENT**

Andrea M. Gardner, City Manager  
Jane Lees, City Secretary

**C. WORKSHOP ITEMS**

1. Presentation and update on the Northeast Sewer Line Project included in the approved 2010 CIP. **Robert M. McKinnon, Director of Public Works.**

Robert M. McKinnon, Director of Public Works, introduced Pat Lackey of River City Engineering. Mr. Lackey is the designing consultant for the Northeast Sewer Line Project. He updated the Council on both Phases for this Project. Phase IA is currently scheduled to come before the Council at the January 19, 2010 meeting.

Mr. Lackey gave a PowerPoint presentation, which is attached to and made a part of these minutes.

2. Provide direction to City staff on item C-1 above. **Andrea M. Gardner, City Manager.**

Individual members of the Council provided input during the topic discussion; however, the governing body as a whole did not provide clear direction.

**D. ADJOURNMENT**

There being no further business, Mayor Hull adjourned the meeting at 7:00 p.m.

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

**ATTEST:**

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

# City of Copperas Cove

## EDC Master Plan Review & Eastside Wastewater Line

January 5<sup>th</sup>, 2010



# EDC Master Plan Comments

## City Staff & River City Engineering

- Received Plan on November 19<sup>th</sup>
- Follow Up Meeting on December 12<sup>th</sup>



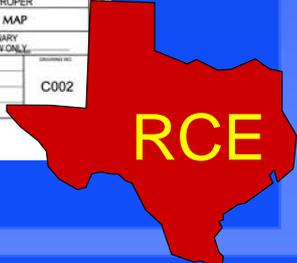
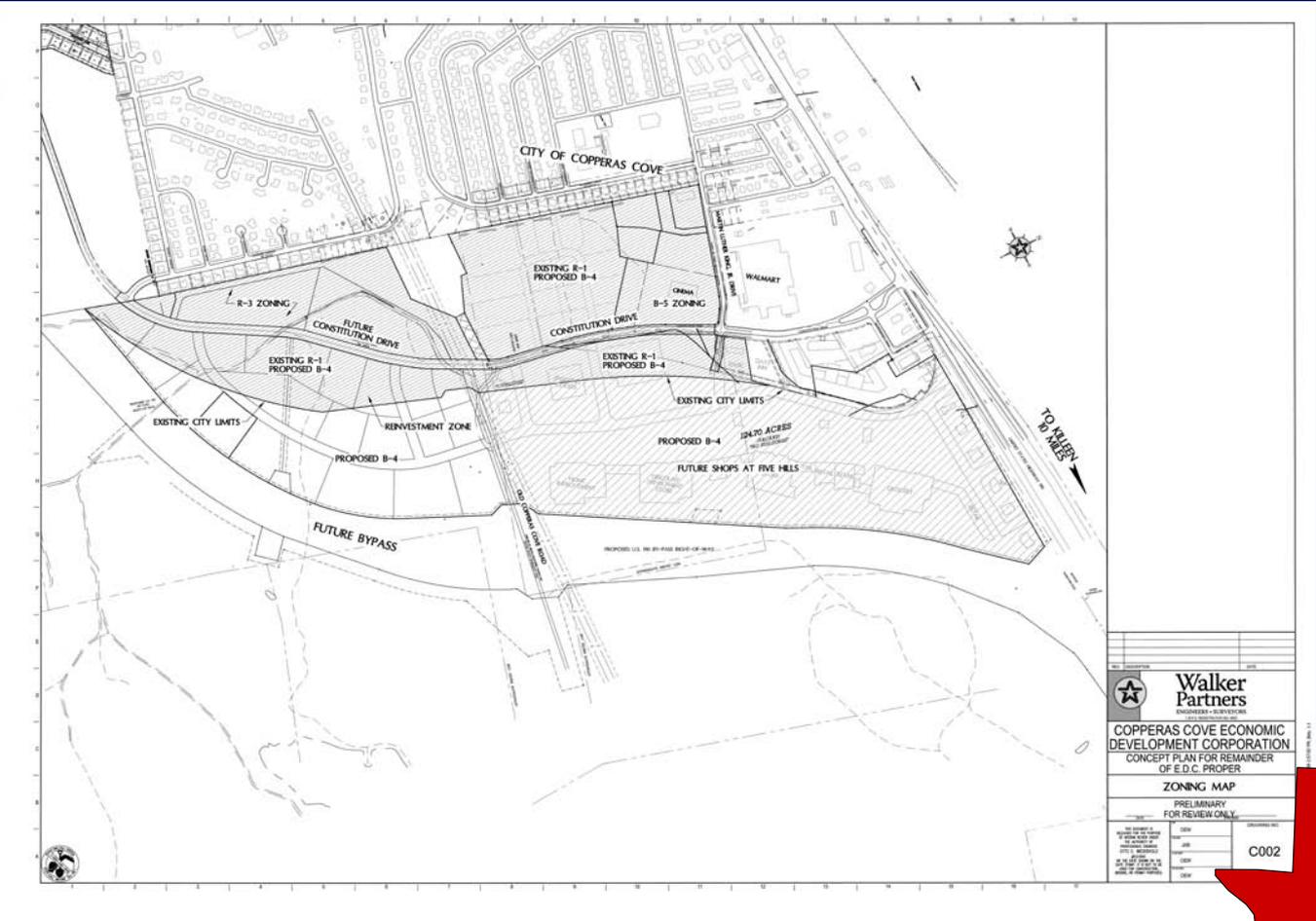
# EDC Master Plan Comments

City Staff & River City Engineering  
Reviewed the Following:

- Zoning Plan
- Existing Lot Layout
- Proposed Lot Layout
- Water Concept Plan
- Waste Water Concept Plan
- Drainage Area Map



# Zoning Map

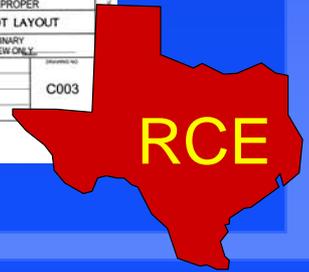
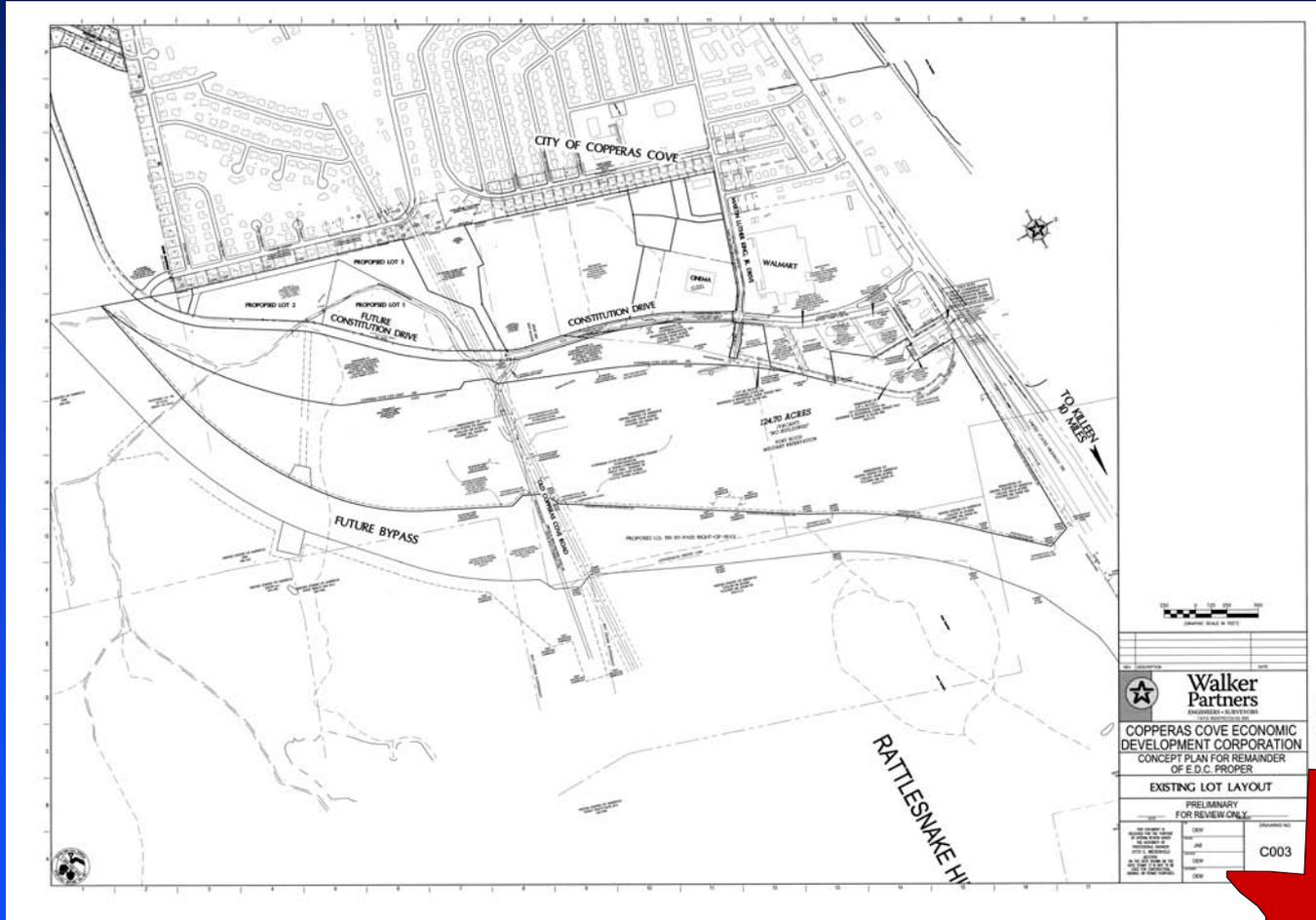


# Zoning Map

- Needs to Show Existing Zoning
- Concept Plan is Limited
- Annexation Rules and Procedure
- Zoning of Annexed Tracts R-1 => B-4
- Buffer Limits Between Residential & Commercial
- Public Zoning for Fire Station Site



# Existing Lot Layout



# Existing Lot Layout

- Add Legend

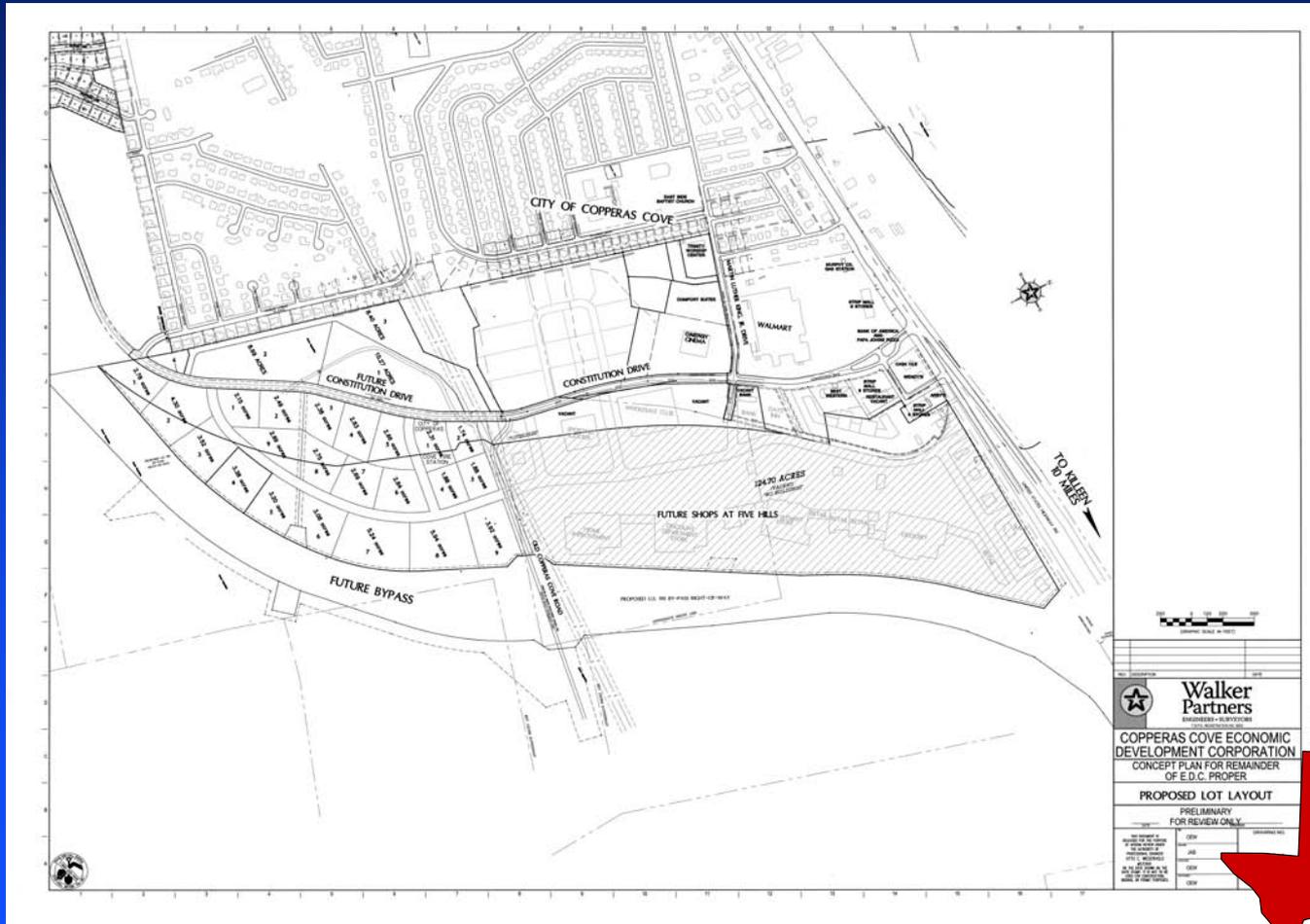
Tract Legal Descriptions

Current Land Use

Utility Easements



# Proposed Lot Layout



# Proposed Lot Layout

- Fire Department Location has Changed
- Oncor Zoning Designation and Access to Site
- Site Drainage Easements





# Water Concept Plan

- Show Existing Infrastructure
- How is Area Getting Water from Grid?
- Water Study Needed For Fire Flow
- Water Load for Five Hills Site Plan
- Define Min. Water Service Requirements (Peak/Emergency)
- Off-site Water Imp.



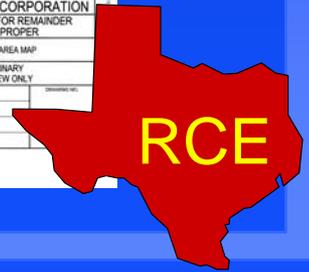
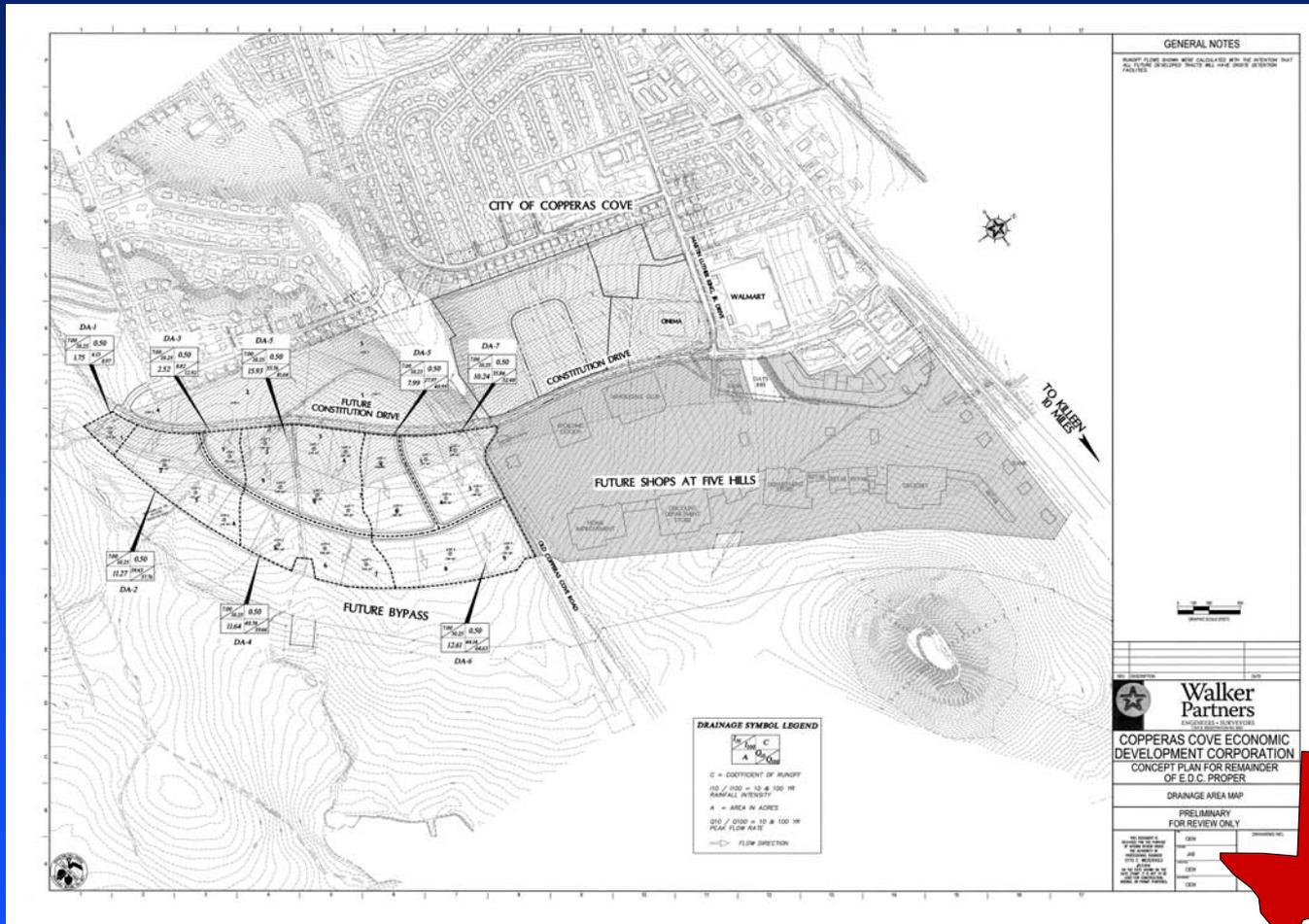


# Waste Water Concept Plan

- Will Pipe Sizes Work for Zoning
- Who Maintains Temporary Lift Station at End of Constitution
- Tie in to Abandoned Lift Station
- Off-site Service Extension (Across Bypass)



# Drainage Area Map



# Drainage Area Map

- Not Accounting for Drainage from Hill at Oncor Property & Exist. Off-site Development
- City Recommends Regional Detention
- Is Drainage Detention On Site for Shops at Five Hills?



# Wastewater Improvements

## Eastside Waste Water Line

- Phase 1A & 1B
  - 24" Gravity Line (4,200 LF)
  - 12" Force Main (2,300 LF)
- Apparent Low Bidder: Lupe Rubio Const. for \$685,658.00
- Jan. 19<sup>th</sup> for Council Consideration



# Wastewater Improvements

## Eastside Waste Water Line

- Phase 2

12" Force Main (3,200 LF)

Lift Station - Triplex 700GPM Pumps (3)

Engineering Est. = \$1 Million



# Phase 1A



# Phase 1B



90

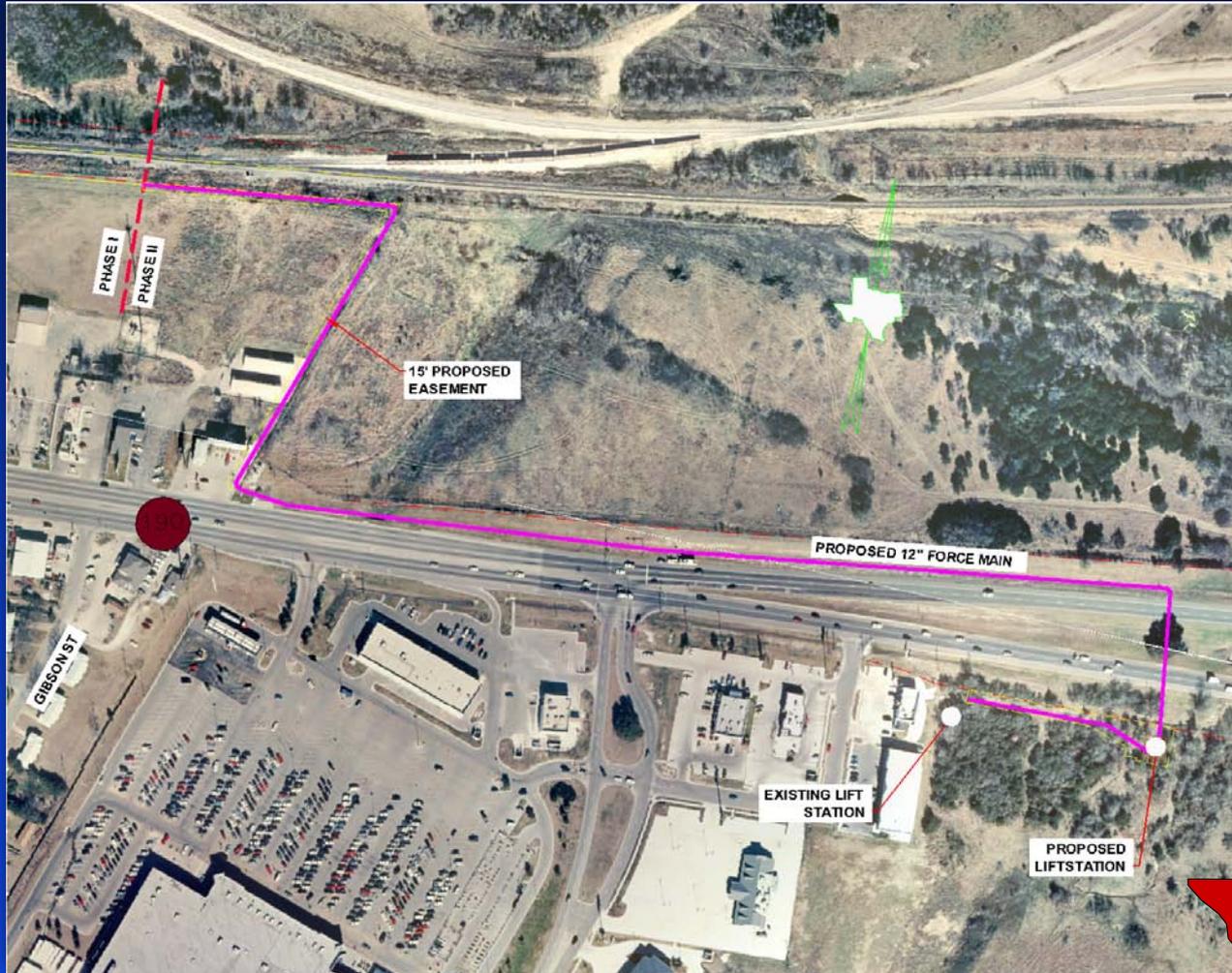


# Phase 1A & 1B

- Purpose: To Relieve WW Bottleneck
- Add Alternate Headworks for NE Plant
- Easements Pending.
- 1A Will Allow Work To Begin on Golf Course in off season



# Phase 2



# Phase 2

- Purpose: Collect Industrial Park Flow
- Advertising for Bid in January
- Open Bid in February
- Easements and TxDOT Approval Pending



# Further Considerations

- Future Service Across Bypass
- Who Maintains any temporary lift stations



# City of Copperas Cove

## EDC Master Plan Review & Eastside Wastewater Line

January 5<sup>th</sup>, 2010



**CITY OF COPPERAS COVE  
CITY COUNCIL REGULAR MEETING MINUTES  
January 5, 2010 – 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 7:07 p.m.

**B. INVOCATION AND PLEDGE OF ALLEGIANCE**

Rev. Richard Barrett, of Saint Martin's Episcopal Church, gave the Invocation and Mayor Hull led the Pledge of Allegiance.

**C. ROLL CALL**

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

**ALSO PRESENT**

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

**D. ANNOUNCEMENTS**

Council Member Downard encouraged everyone to come out and welcome home 1st CAV troops on January 6, 2010 at 7:45 p.m. at Cooper Field on Fort Hood.

Council Member Seffrood thanked all those who assisted in removing wreaths at the Veterans Cemetery.

City Manager Gardner said that the Governor's Division of Emergency Management issued a warning for this area because of the extreme cold weather saying that in order to keep exposed water lines from freezing, partially turn on one of the faucets in your house.

Ms. Gardner announced that the new FEMA National Flood Insurance Rate Maps will be effective for Coryell County on February 17, 2010. The new maps detail the limits of the one percent chance annual flood, commonly referred to as the base flood or 100-year floodplain. Most property owners in Copperas Cove will be unaffected by these map changes. However, there may be properties currently not located in the floodplain based on the previous 1996 maps that will be brought into the floodplain by the new maps. Property owners should understand that flood insurance rates could increase as a result of the new maps. There are provisions for grandfathering that can be discussed with insurance providers.

Property owners with current flood insurance policies and those interested in obtaining new flood insurance policies are encouraged to review the proposed maps and discuss insurance options with their insurance provider. FEMA and the National Flood Insurance Program strongly recommend that all area residents have flood insurance because any property owner can experience a flood. You do not have to be in a mapped floodplain to be flooded.

Floodplain maps are available electronically on the City website under the Engineering Department. Go to the "Departments" tab and choose "Administration", then choose "City Engineer." Full size maps can be reviewed in person at City Hall or Public Works. Full size copies can be made at City Hall for a fee of \$4 per sheet. There is also some literature on floodplain insurance on the City website and on the back table in Council Chambers.

**E. PUBLIC RECOGNITION**

1. Employee Service Awards: Tim Molnes, Police Chief – 30 years. **Andrea M. Gardner, City Manager**

Andrea M. Gardner, City Manager, presented the January 2010 recipient with his pin: Tim Molnes, Police Chief – 30 years.

**F. CITIZENS' FORUM** At this time, citizens will be allowed to speak for a length of time not to exceed five minutes per person. Thirty minutes total has been allotted for this section. – None.

**G. CONSENT ITEMS**

1. Consideration and action on approving the minutes from the special council meeting on December 10, 2009. **Stefanie Brown, Deputy City Secretary**

2. Consideration and action on approving the minutes from the special (6:00 p.m.) council meeting on December 14, 2009. **Jane Lees, City Secretary**

3. Consideration and action on approving the minutes from the special (7:00 p.m.) council meeting on December 14, 2009. **Jane Lees, City Secretary**

4. Report and possible action on approving the by-laws for the City of Copperas Cove Parks Committee. **Danny Zincke, Assistant Director of Community Services**

5. Consideration and action upon approving a resolution authorizing the City Manager to execute a grant application for the 2009 Statewide Transportation Enhancement Program. **Wesley Wright, P.E., City Engineer**

The resolution caption is as follows:

**RESOLUTION NO. 2010-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR THE 2009 STATEWIDE TRANSPORTATION ENHANCEMENT PROGRAM, 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.**

Council Member Downard made a motion to approve items G-1, G-2, G-3, G-4 and G-5 as presented. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

**H. PUBLIC HEARINGS/ACTION – None.**

**I. ACTION ITEMS**

1. Consideration and action on adopting an ordinance designating Reinvestment Zone No. 2 for purposes of granting a tax abatement per the Texas Property Tax Code.  
**Andrea M. Gardner, City Manager**

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

Council Member Stephens made a motion to approve Ordinance No. 2010-02 as presented. Council Member Seffrood seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

**ORDINANCE NO. 2010-02**

**AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, DESIGNATING REINVESTMENT ZONE NO. 2; PROVIDING ELIGIBILITY OF THE ZONE FOR COMMERCIAL-INDUSTRIAL TAX ABATEMENT; CONTAINING FINDINGS THAT THE AREA QUALIFIES TO BE DESIGNATED AS A TAX ABATEMENT REINVESTMENT ZONE AND THE IMPROVEMENTS SOUGHT ARE FEASIBLE AND PRACTICABLE AND OF BENEFIT TO THE LAND AND THE CITY; AUTHORIZING AGREEMENTS IN WRITING WITH THE OWNERS OF ANY TAXABLE REAL AND TANGIBLE PERSONAL PROPERTY LOCATED WITHIN THE DESIGNATED ZONE AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME ON BEHALF OF THE CITY OF COPPERAS COVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDE A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING AN OPEN MEETINGS CLAUSE.**

2. Consideration and action on authorizing the City Manager to execute a Property Tax Abatement Agreement with Canyon Creek Developers, LLC, dba Stoney Brook of Copperas Cove. **Andrea M. Gardner, City Manager**

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

Council Member Goode made a motion to authorize the City Manager to execute a Property Tax Abatement Agreement with Canyon Creek Developers, LLC, dba Stoney Brook of Copperas Cove. Council Member Stephens seconded the motion, and with a unanimous vote, motion carried.

3. Consideration and action on adopting an ordinance to annex a 20.51 acre tract of land known as Taylor Creek Elementary School to the City of Copperas Cove, Texas.  
**Andrea M. Gardner, City Manager**

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

Council Member Meredith made a motion to approve Ordinance No. 2010-03 as presented. Council Member Downard seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

**ORDINANCE NO. 2010-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ANNEXING THE 20.51 ACRE TRACT, BEING TAYLOR CREEK ELEMENTARY SCHOOL TO THE CITY OF COPPERAS COVE, TEXAS, AND EXTENDING THE BOUNDARY OF SAID CITY SO AS TO INCLUDE THIS TRACT WITHIN THE CITY LIMITS; AND DECLARING AN EFFECTIVE DATE.**

4. Consideration and action on appointing a member to the Hotel/Motel Tax Committee. **Frank Seffrood, City Council, Place 7**

Frank Seffrood, City Council, Place 7, gave an overview of agenda item I-4.

Council Member Meredith made a motion to appoint Mark Peterson to the Hotel/Motel Tax Committee. Council Member Goode seconded the motion and a roll call vote was taken as follows:

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

Motion carried, six to one.

5. Discussion on legal services provided to the City of Copperas Cove. **Willie C. Goode, City Council, Place 6**

Willie C. Goode, City Council, Place 6, gave an overview of agenda item I-5. Council Member Goode said that he requested this item to stimulate discussion between Council Members and find out what direction the Council wanted to go regarding legal services for the City. Discussion included comments that the City should hire a full time attorney, and/or hire a local attorney to take care of City work and Municipal Court. Council Member Meredith requested that the Council provide direction to the City Manager to hire the current legal firm with a contract. Discussion continued with additional comments that the present legal assistance is good and the guidance the City is getting is effective. Ms. Gardner added that it takes more than one individual to provide services needed within a City and that a lot of time has been saved for the City because of the current firm's knowledge.

6. Consideration and action on the resignation request by Council Member Chuck Downard from the Liaison position with the Economic Development Corporation (EDC). **Chuck Downard, City Council, Place 3**

Chuck Downard, City Council, Place 3, presented his letter of resignation to the City Council.

Council Member Goode made a motion to approve accept Council Member Downard's resignation as Council Liaison to the CCEDC Board. Council Member Stephens seconded the motion, and with a unanimous vote, motion carried.

7. Consideration and action on authorizing the City Manager to execute a land purchase agreement for the Fire Station #2 relocation project. **Andrea M. Gardner, City Manager**

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

Council Member Goode made a motion to authorize the City Manager to execute the land purchase agreement. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

8. Consideration and action on authorizing the City Manager to execute a contract with David Smith Construction for the Lutheran Church Road Street and Drainage Improvements project. **James A. Trevino, Assistant Public Works Director**

James A. Trevino, Assistant Public Works Director, gave an overview of agenda item I-8.

Council Member Meredith made a motion to authorize the City Manager to execute the contract. Council Member Downard seconded the motion, and with a unanimous vote, motion carried.

9. Consideration and action on authorizing the City Manager to enter into an interlocal agreement with North Central Texas Council of Governments (NCTCOG) and a master agreement with Gabriel, Roeder, Smith & Co. (GRS) for actuarial services for the fiscal year 2008-09 audit. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-9.

Council Member Downard made a motion to authorize the City Manager to execute the interlocal agreement and the master agreement. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

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

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-10.

Council Member Downard made a motion to approve Ordinance No. 2010-01 as presented. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

**ORDINANCE NO. 2010-01**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS AMENDING THE FEE SCHEDULE FOR THE CITY OF COPPERAS COVE; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

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

1. CCEDC digital sign update. *Dan Yancey, Chairman, CCEDC Board of Directors*

Monica Hull, CCEDC Marketing Director, gave an update on the CCEDC digital sign to the Council. Ms. Hull stated that the CCEDC now owns the sign. The remaining \$16,000 on the contract is for installation of the sign. The CCEDC is currently gathering quotes to insure the sign and they are still waiting for word from TxDOT on approval for the location of the sign.

**K. ITEMS FOR FUTURE AGENDAS**

Council Member Goode requested that an item be placed on the next agenda to consider removing Ray Don Clayton as a Council liaison to the CCEDC. The Council concurred.

Council Member Downard recommended that the Council consider modifying brush collection from one time a month to two times a month. The Council concurred.

Mayor Hull requested that the Council consider revising Chapter 16.5, § 16.5-8(c) of the Code of Ordinances. The Council concurred.

**L. EXECUTIVE SESSION – None.**

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

**N. ADJOURNMENT**

There being no further business, Mayor Hull adjourned the meeting at 8:00 p.m.

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

ATTEST:

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

# City of Copperas Cove City Council Agenda Item Report

January 19, 2010

## Agenda Item G-3

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

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**SUBJECT: Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending September 30, 2009 per the Investment Policy.**

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**1. BACKGROUND/HISTORY**

The Public Funds Investment Act of Chapter 2256, Texas Government Code, requires investment management reports to be accepted by the governing body. The City's Investment Policy requires that the Investment Officer shall report to City Council no less than on a quarterly basis, a detailed listing of all purchases, sales and payments, and a description of each security held as well as management summary information. The attached exhibits are those reporting requirements for the quarter ending September 30, 2009.

**2. FINDINGS/CURRENT ACTIVITY**

See attached quarterly investment report.

**3. FINANCIAL IMPACT**

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council accept the quarterly investment report as presented for the quarter ending September 30, 2009 per the Investment Policy.

**RESOLUTION NO. 2010-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF COPPERAS COVE, TEXAS APPROVING  
THE INVESTMENT REPORT FOR QUARTER  
ENDED SEPTEMBER 30, 2009.**

**WHEREAS,** Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act," requires the Investment Officer of the City to present not less than quarterly a written report of investment transactions for all funds covered for the preceding reporting period to the governing body; and

**WHEREAS,** This quarterly investment report must be approved quarterly; and

**WHEREAS,** This reporting is authorized by the Public Funds Investment Act; and

**WHEREAS,** The Public Funds Investment Act requires the quarterly investment report be presented to the governing body; and

**WHEREAS,** The attached quarterly investment report complies with the Public Funds Investment Act.

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

**Section 1.**

That the City of Copperas Cove has complied with the requirements of the Public Funds Investment Act, and the Quarterly Investment Report for quarter ended September 30, 2009 attached hereto as "Exhibit A," is hereby approved as the quarterly investment report for quarter ended September 30, 2009 of the City effective January 19, 2010.

**PASSED, APPROVED, AND ADOPTED** on this 19th day of January 2010 at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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



# **Quarterly Investment Report Ending as of September 30, 2009**

*City of Copperas Cove, Texas*  
Quarterly Investment Report

July 1, 2009 – September 30, 2009

*The following reports are submitted in accordance with the Public Funds Investment Act (Chapter 2256). The report also offers supplement not required by the Act to fully inform the City Council of the position and activity within the City of Copperas Cove's portfolio of investments. The reports include a management summary overview, detailed holdings report for the end of the period, and a transaction report as well as graphic representations of the portfolio to provide full disclosure to the City Council.*

*The City of Copperas Cove's portfolio is managed in full compliance with the Public Funds Investment Act, the City's Investment Policy and Strategy and under the strictest safety parameters as set by the City Council.*

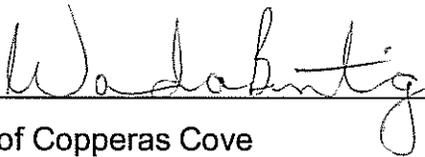
*A copy of Section 2256.023 of the Act pertaining to Internal Management Reports is attached to the report for reference.*

*City of Copperas Cove, Texas*  
**Operating Fund Quarterly Investment Report**  
*July 1, 2009 – September 30, 2009*  
**Portfolio Summary Management Report**

This quarterly report is in compliance with the investment policy and strategy as established by the City and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

<u>Portfolio as of June 30, 2009</u>		<u>Portfolio as of September 30, 2009</u>	
Beginning Book Value	\$21,781,344	Ending Book Value	\$20,946,133
Beginning Market Value	\$21,781,344	Ending Market Value	\$20,946,133
Unrealized Gain/Loss	\$0	Unrealized Gain/Loss	\$0
		<b>Change in Unrealized Gain/Loss</b>	<b>\$0</b>

Prepared by:

  
 \_\_\_\_\_

City of Copperas Cove

Wanda Bunting, CPA, Director of Financial Services

  
 \_\_\_\_\_

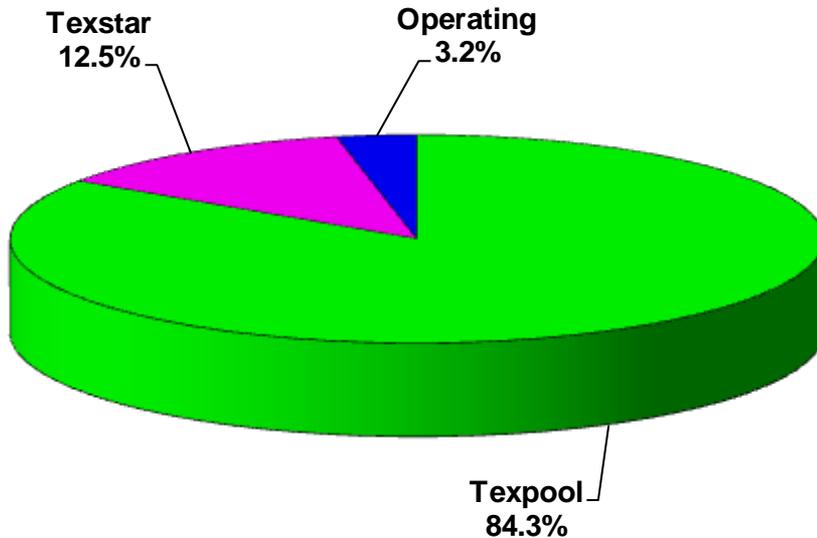
City of Copperas Cove

Imelda Rodriguez, Assistant Director of Financial Services

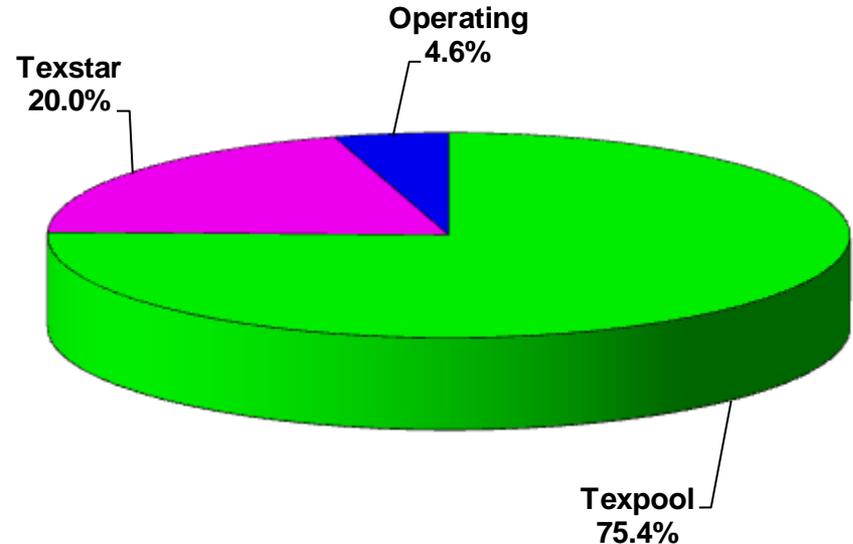
# City of Copperas Cove, Texas

## Portfolio Allocation Analysis

Fiscal Year 2008-09  
3rd Quarter (April - June)



Fiscal Year 2008-09  
4th Quarter (July - September)



CITY OF COPPERAS COVE  
 QUARTERLY COUNCIL REPORT  
 SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Account)  
 As of September 30, 2009 (FY 2008-09)

<b>FUNDS IN INVESTMENT POOLS</b>	
TEXSTAR	\$ 7,654,576.44
TEXPOOL	11,899,539.71
<b>Subtotal on Funds in Investment Pools</b>	<b>\$ 19,554,116.15</b>
<b>CHECKING ACCOUNTS</b>	
Master Account	\$1,033,465.39
Payroll	307,838.18
Rental Rehab	15,266.47
Law Enforcement Block Grant	8,092.25
Pending Forfeitures	24,602.64
Non-Interest Bearing Account - Grants and Court Bonds	211.00
<b>Subtotal Checking Accounts</b>	<b>\$1,389,475.83</b>
<b>SAVINGS ACCOUNTS (Per Quarterly Stmt)</b>	
Subdivision Escrow	2,540.94
<b>Subtotal Savings Accounts</b>	<b>\$2,540.94</b>
<b>TOTAL INVESTMENTS &amp; CASH ACCOUNTS</b>	<b>\$20,946,133.02</b>

SCHEDULE OF CASH ACCOUNTS AND INVESTMENTS (By Fund)  
 As of September 30, 2009 (FY 2008-09)

FUND	TOTAL CASH & INVESTMENTS
General Fund	\$5,156,443.66
Water & Sewer Fund	\$3,314,558.90
Solid Waste Fund	\$891,675.62
Youth Activity Fund	\$120,693.37
Drainage Utility Fund	\$711,585.92
Cemetery Fund	\$5,294.98
General Obligation Interest & Sinking Fund	\$427,208.50
Municipal Golf Course Fund	\$4,864.03
Small Business Revolving Loan Fund	\$74,404.74
Library Gifts & Memorials Fund	\$8,579.31
Hotel/Motel Tax Fund	\$144,456.21
Animal Shelter Donations Fund	\$18,772.15
City-Wide Donations Fund	\$78,781.34
City Wide Grants	\$78,152.94
FEMA Grant Funds	\$55,632.48
Joint Image Campaign	\$18,348.75
Municipal Court Fund	\$152,884.74
Police Restricted Fund	\$25,169.45
Police Federal Seizure Fund	\$2,104.23
Law Enforcement Block Grant Fund	\$10,892.76
Fire Department Grant Fund	\$9,406.38
Library Grant Fund	\$15,716.27
Step Grant	\$3,306.65
Tobacco Grant	\$3,079.77
2009 General Obligation (Drainage)	\$106,929.13
2009 General Obligation (Tax Supported)	\$3,185,932.60
2009 Tax Notes (Tax Supported)	\$670,043.28
2009 Tax Notes (W&S)	\$912,285.55
2009 Tax Notes (SW)	\$680,352.10
2009 Tax Notes (Hotel Occupancy Tax)	\$207,331.90
FM 1113 Grant	\$50,178.66
2006 Limited Tax Notes	\$120,136.64
2008 Tax Note	\$724,537.69
2008 Tax Note (W/S)	\$129,254.30
2008 Tax Note (Drainage)	\$66,405.05
2008 Tax Note (Golf)	\$153,045.02
2008A Limited Tax Notes (Tax Supported)	\$411,888.14
2008A Limited Tax Notes (Water & Sewer)	\$515,795.92
2008A Limited Tax Notes (Solid Waste)	\$73,627.82
2008A Limited Tax Notes (Drainage)	\$82,219.39
2010 General Obligation (W&S)	\$239,726.25
2009 Tax Notes (W&S)	\$51,779.49
Reliever Route	\$109,714.16
2001 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$263,989.13
2003 Combination Tax & Revenue C/O's (Capital Equip. & Improvements)	\$414,582.10
2003 Combination Tax & Revenue C/O's (Water/Wastewater Phase III CIP)	\$395,910.16
2007 Combination Tax & Revenue C/O's (Police Facility)	\$46,475.39
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$20,946,133.02</b>
<b>RECAP OF CASH &amp; INVESTMENTS:</b>	
INVESTMENTS IN TEXPOOL	\$ 11,899,539.71
INVESTMENTS IN TEXSTAR	7,654,576.44
CASH IN BANK	\$1,392,016.87
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>\$ 20,946,133.02</b>



# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. G-4

Contact – Dan Yancey, Chair, CCEDC Board of Directors, 547-7874  
Dan.Yancey@1stnb.com

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**SUBJECT: Consideration and action to approve the CCEDC invoice from Great American Insurance Companies for an insurance policy for the digital sign.**

---

**1. BACKGROUND/HISTORY**

CCEDC needs to insure the digital sign during storage and after the sign is erected. The quote in the amount of \$3,534 is attached and insurance coverage of the digital sign is for one year.

**2. FINDINGS/CURRENT ACTIVITY**

CCEDC is in the process of relocating the digital sign to Copperas Cove. Since the CCEDC will be in possession of the digital sign, thus an insurance policy is needed to cover the time the digital sign is in storage and once erected.

A motion was made at the CCEDC Board Meeting held on December 29, 2009, under New Business, Item 9 (a) to remit \$3,534 for the annual insurance coverage for the digital sign. CCEDC staff was directed to place the expenditure on a future City Council Agenda since the funds fall under the Capital Projects category on the CCEDC Budget.

**3. FINANCIAL IMPACT**

\$3,534 reduction of CCEDC funds under Capital Projects: Other Contingency.

**4. ACTION OPTIONS/RECOMMENDATION**

CCEDC Board recommends approval of the expenditure from the CCEDC funds.



**SPECIALTY INSURANCE MANAGERS, INC.**  
 8601 RR 2222, BLDG III, STE 100 AUSTIN, TX 78730  
 PH. 512-263-8999 FAX 512-263-8777

Date: 01/08/2010  
 Insured: COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION  
 Agent: BIGHAM-KLIEWER CHAPMAN & WATTS LP  
 Policy Term: TBD

	Limit of Insurance		Deductible Occurrence	Rate	Basis	Basis	Premium	
	Per Location	Any One Loss						
Property SBP (Building)							0	
Property SBP (Contents)	\$ -	\$ -	\$0	0.000		0	0	
Property SBP (BI/EE)	\$ -	\$ -	\$0		0		0	
Equipment Breakdown (HSB)	\$0	\$0	\$0		0		0	
Builders Risk							0	
Special Floater	\$228,000	\$228,000	\$5,000	1.550	\$10,000 wind ded		3,534	
	Any one Item or Truck	Any One Loss	Deductible	Rate	Basis	Basis		
Contractor's Equipment							0	
Contractor's Equipment Leased or Rented							0	
Contractors Equipment Misc. Tools							0	
Transportation							0	
Motor Truck Cargo							0	
Subtotal							3,534	
Terrorism - Included for Inland Marine / Additional charge								
for Property								\$0.00 Included
Total Premium								<u>\$3,534</u>

Here is your quote for the above. We will also cover the sign while it is in storage. We will need exact details of the sign, transportation and a storage location address. Also how long the sign will be in storage and when it will be installed.

Please read this quote carefully !

This quote may contain values, deductibles and other terms & conditions different from those requested on your application/submission.

The information provided in this quote is for informational purposes only. For a full description of coverage's and exclusions, please refer to the actual coverage forms/endorsements or contact your GAI representative. Subject to loss prevention survey and compliance to any and all recommendations.

Limits above are not considered blanket unless specially requested on the application. The coverage's and limits above are per the submitted application unless otherwise noted.

Special Floater coverage: Actual Cash value & 80% coinsurance clause - see form attached

CONTACT: MELISSA MILO  
 mmilo@simtexas.com

See attached for coverage summary sample - terms are typical coverage forms but could be different for each account. Amendments may also be shown in the comments section of this quote.

# **City of Copperas Cove City Council Agenda Item Report**

**January 19, 2010**

## **Agenda Item No. I-1**

**Contact – Mike Baker, Fire Chief, 547-2514**

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**SUBJECT: Consideration and action on authorizing the City Manager to execute an agreement with Coryell County for Fire Protection Services for a designated unincorporated area in southern Coryell County.**

---

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

The City of Copperas Cove Fire Department has provided fire suppression services for approximately 88 square miles of unincorporated southern Coryell County. The services are paid for by Coryell County through an agreement that authorizes responses to the designated areas. The attached agreement is a renewal of the existing contract and was updated to reflect additional services including inspections of foster homes and adoption homes.

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

The Copperas Cove Fire Department will continue to provide the services in the designated areas and the County will pay for the services under the agreement and other existing agreements.

### **3. FINANCIAL IMPACT**

The City of Copperas Cove will receive quarterly payments based on an agreed upon formula that calculates a flat fee for the area served and the number of actual calls in the service area. Additionally, Coryell County has purchased a fire engine and equipment for use in the designated area as well as in our City at a cost of \$215,000.00. The City will be able to charge a fee for the inspections in the unincorporated areas with a change to the adopted fee schedule.

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

City staff recommends the City Council authorize the City Manager to execute an agreement with Coryell County for Fire Protection Services.

## FIRE FIGHTING AGREEMENT

STATE OF TEXAS  
COUNTY OF CORYELL

THIS AGREEMENT, made and entered into by and between Coryell County, a body corporate and politic under the laws of the State of Texas, hereinafter sometimes called "County," acting herein by and through its County Judge duly authorized to so act by an Order of the Commissioners Court of Coryell County, Texas, and City of Copperas Cove existing under the laws of the State of Texas, hereinafter sometimes called "City" acting by and through its duly authorized officer.

### WITNESSETH:

WHEREAS, Coryell County desires to provide fire fighting and fire protection services to certain unincorporated areas of Coryell County hereinafter designated to preserve the property of the County and to preserve and protect the public health of the citizens of the County; and

WHEREAS, the "City" is willing to furnish fire fighting and fire protection services to these unincorporated areas of Coryell County for the considerations provided here; and

FURTHERMORE, in consideration of the fact that "City" has previously provided such fire fighting and fire protection services;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the mutual covenants, agreements, and benefits to both parties, it is AGREED as follows:

#### I.

During the term of this agreement, the "City" agrees to furnish fire fighting and fire department protection services to unincorporated areas of Coryell County, in accordance with the agreements previously entered into by the Coryell County Fire Chiefs Association. It is specifically agreed and understood that the "City's" jurisdictional limits and areas of operation are to be determined solely by the mutual agreements entered into by the various members of the Coryell County Fire Chiefs Association and not by Coryell County. The "City" is further authorized by Coryell County and agrees to make Fire Safety and Health inspections for day care, foster care and adoption homes in the agreed upon unincorporated areas of Coryell County. The "City" is authorized under this agreement to charge a fee to the recipients for these inspections per the "City's" adopted Fee Schedule. The "City" is further authorized by Coryell County and agrees to conduct origin and cause fire investigations in the agreed upon unincorporated areas of Coryell County for all fires. Coryell County agrees to provide investigative support through the Coryell County Sheriff's Office if necessary and when requested by "City".

## II.

Coryell County agrees to pay to the "City" an amount to be determined annually by a formula of apportionment determined by the Coryell County Fire Chiefs Association for such fire fighting and fire protection services to the unincorporated areas of Coryell County heretofore designated by the Coryell County Fire Chiefs Association herein after known as "Association". The "County" agrees that this sum is to be paid in quarterly installments to the "City."

## III.

The term of this agreement shall be for a period of twelve months beginning October 1, 2009, and ending September 30, 2010. The compensation to be paid by "County" to the "City" must be provided for in the budget of "County" in the current year before disbursement. If, for any reason, budgetary constraints cause "County" to be unable to fund the monies due under this agreement, "County" shall have the right to terminate this agreement on ten days notice to the "City."

## IV.

It is hereby agreed and understood that the fire fighting and fire protection services to be furnished by the "City" under this agreement shall include but not be limited to, the following: Answering all calls for help and assistance in extinguishing fires in the area designated in Paragraph I of this agreement; furnishing fire fighting personnel, equipment, and supplies to fight all fires within the area; and answering all calls and furnishing fire fighting personnel, equipment and supplies to protect persons and property within the area that are endangered by fires in adjacent areas; provided that the above-described personnel, equipment and supplies are not otherwise engaged in fire fighting or other emergency services within the "City."

## V.

The "City" shall observe and comply with all federal, state, and local laws, rules, ordinance, and regulations in any manner affecting the conduct of the services herein provided and performance of all obligations under taken by this agreement.

## VI.

It is expressly understood that the "County" has the maximum sum of \$49,600.02 as determined under the apportionment agreement calculated and determined by the "Association", to discharge fully its obligations under this agreement and it is expressly understood that in no event shall "County" be obligated to pay the "City" more than the amount determined by "Association" under its apportionment agreement. "County" specifically acknowledges that it will not be liable for any other funds to "City" and will deny any bills or debts presented by "City" for payment to "County". The quarterly disbursements issued to "City" under the terms of this agreement are the only funds to be paid by "County" for fire fighting services.

VII.

It is further agreed that in the performance of all obligations undertaken by this agreement, the "City" has the right to supervise, manage, control and direct the performance of fire fighting and fire protection services; the County shall look to the "City" for results only and the "County" shall have no right at any time to direct or supervise the "City" or its agents or employees in the performance of these services or as to the manner, means or method in which the services are performed.

VIII.

The "City" agrees to furnish the Auditor of Coryell County a quarterly report listing the total number of runs made in said county and such other information relating to fire fighting and fire prevention services of the "City" as may be requested by the County Auditor or County Judge of Coryell County. This report shall be due and presented at the quarterly Coryell County Fire Chiefs Association meeting.

IX.

It is expressly agreed and understood by the parties hereto that "City" is an independent contractor in performing fire fighting activities pursuant to the terms of this contract and none of its actions are to be interpreted as governed by "County". Furthermore, "City" agrees to indemnify and hold "County" harmless for any of its acts or omissions, either negligent, or intentional and "County" further refuses to accept any responsibility for the negligence of "City", its personnel, or any third parties under its direction.

X.

If either party refuses or fails to timely perform any one or more of the undertakings and obligations that are to be performed, then and in that event, the other party shall have the right to terminate this Agreement upon 10 days written notice to the defaulting party.

XI.

Any notice required or permitted to be given by "County" to the "City" herein under may be given by certified or registered United States mail, postage prepaid, return receipt requested, and addressed to:

City of Copperas Cove  
ATTN: City Manager  
507 South Main Street  
Copperas Cove, Texas 76522

Any notice required or permitted to be given by "City" to "County" herein under may be

given by certified or registered United States mail, postage prepaid, return receipt requested, and addressed to:

Coryell County Courthouse  
ATTN: Coryell County Auditor  
620 E. Main Street  
Gatesville, Texas 76528

Any notice shall be considered given and complete upon deposit in the United States Mail.

XII.

Neither the County nor the "City" shall sell, assign, or transfer any of its rights or obligations under this Agreement in whole or in part without written consent of the other party.

XIII.

This instrument constitutes the entire agreement between the parties and supersedes any and all agreements previously entered into by these same parties pertaining to fire fighting services insofar as it covers the term above specified.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

APPROVED AS TO FORM:

CORYELL COUNTY

Brandon S. Belt  
County Attorney

\_\_\_\_\_  
By: County Judge

\_\_\_\_\_  
CITY OF COPPERAS COVE

\_\_\_\_\_  
By: City Manager

# **City of Copperas Cove**

## **City Council Agenda Item Report**

**January 19, 2010**

### **Agenda Item No. I-10**

**Contact – Danny Palmer, Council Member Place 4, 547-4221**  
dpalmer@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on nominating an individual for the annual Golden Deeds award through the Exchange Club of Copperas Cove.**

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

The Exchange Club of Copperas Cove is accepting nominations for the annual Golden Deeds award. The club is requesting that members of the community nominate the one outstanding volunteer of the year who is deserving of the award.

Nominations should be limited to one page and forwarded to The Exchange Club by February 15, 2010.

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

Council Members Danny Palmer, Chuck Downard and Cheryl Meredith signed a request on January 8, 2010 to place an item on the January 19, 2010 agenda.

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

None.

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

City staff recommends the City Council nominate an individual for the award.

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-11

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

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**SUBJECT:** Consideration and action authorizing the City Manager to release payment to TxDOT for the acquisition of right-of-way and adjustment of utilities for the FM 2657 widening project.

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#### 1. BACKGROUND/HISTORY

The Texas Department of Transportation (TxDOT) completed the design for the FM 2657 widening project from US Highway 190 to CR 4757. The State of Texas, Federal Highway Administration and TxDOT require local governments to contribute 10% of the right-of-way (total of 24 parcels) acquisition costs associated with projects located in the local government's jurisdiction. Thus, on February 7, 2006, the City Council authorized the City Manager to execute an Agreement to Contribute Funds to TxDOT for said project and release funds in the amount of \$78,320 to TxDOT.

On February 9, 2006, City staff notified TxDOT of the desire to participate in the Economically Disadvantaged Counties Program for the FM 2657 widening project. The City was declared eligible for the Economically Disadvantaged Counties Program on parcels 2, 5, 7, 8 and 57% of 9, which reduced the contribution on the specified parcels from 10% to 7.7%. As a result, on February 21, 2006, the City Council authorized the City Manager to execute an Agreement to Contribute Funds for said project on parcels 1, 3, 4, 6, 43% of 9 and 10 through 24 at a contribution rate of 10% and an Agreement to Contribute Funds for said project on parcels 2, 5, 7, 8, and 57% of 9 at a contribution rate of 7.7%. The intent of the Council in 2006 was to void the previous authorization to execute an Agreement to Contribute Funds for all parcels of said project and release funds in the amount of \$78,320, thus reducing the amount authorized for release to \$68,329. Furthermore, as staff notified the Council in 2006, the agreements executed require the City to contribute additional funds should the costs of right-of-way acquisition and/or utility relocation exceed the estimated costs.

#### 2. FINDINGS/CURRENT ACTIVITY

On July 8, 2009, TxDOT presented the City Engineer with an invoice (as of July 7, 2009) for \$59,185.97 for additional right-of-way and utility relocation

expenses on the project. TxDOT followed with written correspondence and copies of supporting documents to the City Manager as questions existed regarding the City's financial requirements and prior authorization by the governing body on the project. After thorough research and a validation process, the invoiced amount was determined to be due by the City as follows:

Obligation Amount	Percent Amount	Amount Due	Less Indirect Costs	Less Payments	Net Payment Due
42,702.92	10%	4,270.29	323.78	34,882	-30,935.50
1,739,631.57	7.7%	133,591.63	10,383.16	33,447	90,121.46
<b>1,782,334.49</b>		<b>138,221.92</b>	<b>10,706.94</b>	<b>68,329</b>	<b>\$59,185.97</b>

### 3. FINANCIAL IMPACT

The two previous payments in the amounts of \$34,882 and \$33,447 (purchase orders 06-1360 and 06-1385, respectively) were made from the 2001 Certificates of Obligation as presented to the Council in 2006.

The additional funds due totaling \$59,185.97 will be paid from the 2003 Tax Supported Certificates of Obligation.

Future payments are expected as all parcels of right-of-way have not been purchased and utility relocates are not yet complete. The anticipated future payments are \$38,000 and \$25,667 (see attached letter from TxDOT).

### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to release funds totaling \$59,185.97 to TxDOT for the acquisition of right-of-way and utility relocation on the FM 2657 widening project.

FIM.CST.5801  
 REQUESTED BY: DAVE HALEY

TEXAS DEPARTMENT OF TRANSPORTATION  
 FINANCIAL INFORMATION MANAGEMENT SYSTEM  
 PROJECT FUNDING & EXPENDITURE SUMMARY  
 AS OF JULY 7, 2009

PAGE: 1  
 RUN DATE: 07/08/09  
 DIST: 23

DISTRICT	MANAGER # 760	PROJECT #	CONTRACT CSJ	SECONDARY CSJS	PROJECT STATUS
23	ELIAS RMELI	ROW 8023-01-081		3131-03-008	ACTIVE

LIMITS:

----- LOCAL AND OTHER FUNDING -----

CSJ	FUNCTION FROM TO	SF FI	PART %	FUND SOURCE	ENTITY	OBLIGATION AMOUNT	LTD EXPENDITURES EXCLUDING INDIRECT	DEPOSITS RECEIVED LESS REFUNDS
3131-03-008	400 610	C	10.0	4097500006	COPPERAS COVE	34,882.00	3,946.51	
3131-03-008	400 610	B	7.7	4097500006	COPPERAS COVE	33,447.00	123,568.46	68,329.00
3131-03-008	400 610	A	10.0	3501410006	LAMPASAS	41,705.80	52,097.29	64,650.00
3131-03-008	400 610	G	10.0	3501410006	LAMPASAS	22,944.20	22,944.20	
TOTAL LOCAL & OTHER OBLGS, EXPS, & DEPOSITS RECEIVED						132,979.00	202,556.46	132,979.00

----- STATE FUNDING -----

CSJ	FUNCTION FROM TO	SF FI	PART %	FUND SOURCE	OBLIGATION AMOUNT	LTD EXPENDITURES
3131-03-008	400 610		100.0	5820000006	581,475.82	487,909.02
3131-03-008	400 610	A	90.0	5820000006	375,352.20	468,875.78
3131-03-008	400 610	M	100.0	2000600000	161,817.59	174,682.09
3131-03-008	400 610	B	92.3	2000600000	400,934.00	1,605,679.94
3131-03-008	400 610	C	90.0	2000600000	313,938.00	38,432.63
3131-03-008	400 610	G	90.0	2000600000	206,497.80	222,914.37

TOTAL STATE OBLIGATIONS AND EXPENDITURES 2,040,015.41 2,998,493.83

UNBILLABLE INDIRECT COSTS POSTED TO FEDERAL FUNDING SOURCES 0.00  
 UNBILLABLE INDIRECT COSTS POSTED TO LOCAL & OTHER FUNDING SOURCES 17,464.75

TOTAL PROJECT OBLIGATIONS AND EXPENDITURES 2,172,994.41 3,218,515.04



# Texas Department of Transportation

2495 U.S. HIGHWAY 183 NORTH • BROWNWOOD, TX 76802 • (325) 646-2591 • FAX (325) 643-0306

July 20, 2009

City of Copperas Cove  
Andrea M. Gardner  
City Manager  
P.O. Box 1449  
Copperas Cove, Texas 76522

RE: City Contribution  
FM 2657  
ROW C.S.J. No. 3131-03-008  
Lampasas/Coryell County

Dear Ms. Gardner:

Per our recent phone conversation, I have enclosed documentation regarding the contribution from the City of Copperas Cove toward right of way cost associated with the State FM 2657 improvement project.

The two documents described as *Agreements to Contribute Funds-Local Government*, outlines the City responsibility for costs associated with acquiring right of way and adjusting utilities. One document is at 10% of costs while the other is a 7.7% economically disadvantaged county rate.

As of July 7, 2009, total contributions from the City of Copperas Cove were \$68,329 while total obligations were \$127,514.97. The amount currently due from the City is \$59,185.97.

We are approaching the final phases of right way acquisition and utility adjustments on this project. We estimate the remaining City contribution (beyond the \$59,185.97) to be \$38,000 and \$25,667 respectively. This is only an estimate and the actual amounts will be different.

Please feel free to contact me if you have any questions.

Sincerely,

Weldon Swanger  
Right of Way Section  
Brownwood District  
325-643-0452  
wswange@dot.state.tx.us



Form ROW-RM-129

Replaces Form ROW-RM-129 and ROW-RM-130

(Rev. 10/2005)

GSD-EPC

Page 1 of 2

## AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: Lampasas  
District: Brownwood

Federal Project No:  
Highway: FM 2657

ROW CSJ No: 3131-03-008

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and City of Copperas Cove, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the ~~7<sup>th</sup>~~ day of February, 2006, hereinafter called the **Local Government**, *shall be effective on the date of approval and execution by and on behalf of the State.*

WHEREAS, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. 2657, Parcels 1, 3, 4, 6, 43% of 9 and 10 through 24, with the following project limits:

From: US 190

To: South to CR 4757 ; and

WHEREAS, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

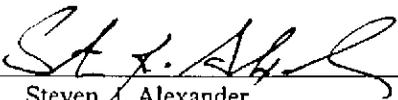
**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check payable to the Texas Department of Transportation in the amount of Thirty Four Thousand Eight Hundred Eighty Two Dollars (\$ 34,882.00 ), which represents ten percent (10%) of Three Hundred Forty Eight Thousand Eight Hundred Nineteen Dollars (\$ 348,819.00 ), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the

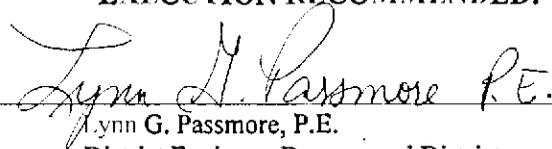
existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**THE LOCAL GOVERNMENT**

By:   
Steven J. Alexander  
City Manager, City of Copperas Cove

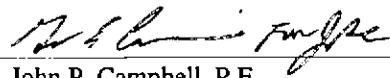
**EXECUTION RECOMMENDED:**

  
Lynn G. Passmore, P.E.  
District Engineer, Brownwood District

Date: 2-9-06

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:   
John P. Campbell, P.E.  
Right of Way Division Director

Date: 2/17/06

AGREEMENT TO CONTRIBUTE FUNDS – LOCAL GOVERNMENT  
(Economically Disadvantaged County)

County: Coryell  
District: Brownwood

Federal Project No:  
Highway: FM 2657

ROW CSJ No: 3131-03-008

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the State, and City of Copperas Cove, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the **22** day of February, 2006, hereinafter called the Local Government, shall be effective on the date of approval and execution by and on behalf of the State.

WHEREAS, the State and the Local Government hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. 2657, Parcels 2, 5, 7, 8 and 57% of 9 with the following project limits:

From: US 190

To: South to CR 4757 ; and

WHEREAS, the Local Government requests that the State assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

WHEREAS, the Local Government desires to voluntarily contribute to the State funding participation as defined in 43TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System; and

WHEREAS, the Local Government requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on January 26, 2006 by virtue of Minute Order No. 100395 attached hereto and incorporated into this agreement, approving a Twenty Three percent (23%) adjustment to the required Ten percent (10%) local participation for this project, thereby resulting in a Local Government net contribution amount of Seven and Seven tenths percent ( 7.7%) participation;

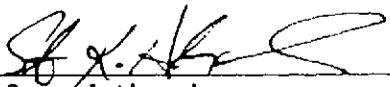
NOW, THEREFORE, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the Local Government shall contribute to the State an amount equal to Seven and Seven tenths percent ( 7.7%) of the cost of the right of way to be acquired by the State and shall transmit to the State with the return of this agreement, duly executed by the Local Government, a warrant or check payable to the Texas Department of Transportation in the amount of Thirty Three Thousand Four Hundred Forty Seven Dollars (\$ 33,447.00), which represents Seven and Seven tenths percent ( 7.7%) of Four Hundred Thirty Four Thousand Three Hundred Eighty One Dollars (\$ 434,381.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the Local Government's obligation, then the Local Government will within thirty (30) days after receipt of a written request from the State for additional funds, transmit to the State such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the Local Government is more than Seven and Seven tenths percent ( 7.7%) of the actual cost of the right of way, any excess amount will be returned to the Local Government by the State. The cost of providing such right of way acquired by the State shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

In the event any existing, future, or proposed Local Government ordinance, commissioners court order, rule, policy, or other directive, including but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than State or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased cost to the State, then the Local Government will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs

associated with the existing, future, or proposed Local Government ordinance, commissioners court order, rule, policy, or other directive will be determined by the State at its sole discretion.

The Local Government shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the State and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the State and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The State auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**THE LOCAL GOVERNMENT**

By:   
Steven J. Alexander  
City Manager, City of Copperas Cove

Date: 2/22/06

**EXECUTION RECOMMENDED:**

 P.E.  
Lynn G. Passmore, P.E.  
District Engineer, Brownwood District

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
John P. Campbell, P.E.  
Right of Way Division Director

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



# City of Copperas Cove

"The City Built for Family Living"

City Manager's Office

February 9, 2006

Texas Department of Transportation  
Lynn G. Passmore, Brownwood District Engineer  
2495 Hwy. 183 N.  
Brownwood, TX 76802

Dear Mr. Passmore:

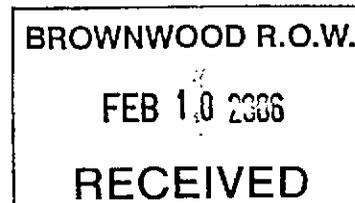
The City of Copperas Cove plans to participate in the Economically Disadvantaged Counties Program as it pertains to our contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. 2657 from US 190 south to CR 4757, in Lampasas County.

The required documentation is enclosed to include the signed Agreement to Contribute Funds-Local Government, the Economically Disadvantaged Counties Program Project Information Sheet, and the Affidavit.

If any additional information is required, please contact our office at 254-547-4221 ext. 224.

Sincerely,

Steven J. Alexander  
City Manager



# City of Copperas Cove City Council Agenda Item Report

January 19, 2010

## Agenda Item I-12

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

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SUBJECT: **Consideration and action on a resolution expressing intent to finance expenditures to be incurred for the East End Infrastructure Project (Northeast Sewer Line).**

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### 1. BACKGROUND/HISTORY

In the 2008 Bond Election, the voters approved a bond for permanent public improvements to the water and sewer system for the East End Infrastructure project (Northeast Sewer Line). Due to the passing of the bond election, the City is currently scheduled to issue debt in the last quarter of FY 2009-10 for the project.

On April 7, 2009, the City Council authorized a \$400,000 reimbursement resolution for the design and engineering contract and any additional related costs for the East End Infrastructure project.

### 2. FINDINGS/CURRENT ACTIVITY

The current reimbursement resolution request will not require a FY 2009-10 budget amendment due to the fact that the debt is planned for issue in the same fiscal year. Thus, the cash will be returned to the Water and Sewer fund immediately upon receiving the bond proceeds. The amount required is estimated to be \$700,000. The funds will cover the City's anticipated costs associated with acquiring necessary easements (or the completion of condemnation processes). The funds will also cover the City's portion of the initial construction phase of the East End Infrastructure Project (Northeast Sewer Line).

The approval of a reimbursement resolution is required prior to the City entering into an interlocal agreement regarding financing of the East End Infrastructure Project with the Copperas Cove Economic Development Corporation (EDC). The Water and Sewer Fund will lend the cash to the capital projects fund to cover the costs incurred prior to the bond proceeds being received by the City.

With City Council's approval of the reimbursement resolution, the use of the operating funds on a temporary basis for the East End Infrastructure (Northeast Sewer Line) should not negatively impact the City's bond rating.

**3. FINANCIAL IMPACT**

Approval of the resolution will have no direct financial impact, but will allow operating funds to be reimbursed once the general obligation debt is issued.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve a resolution, expressing intent to finance expenditures to be incurred with a future debt issuance for the East End Infrastructure Project (Northeast Sewer Line).

**RESOLUTION NO. 2010-02**

**A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED FOR THE EAST END INFRASTRUCTURE PROJECT (NORTHEAST SEWER LINE).**

**WHEREAS**, the City of Copperas Cove, Texas (the “[Issuer]”) is a political subdivision of the State of Texas authorized to finance its activities by issuing obligations, the interest on which is excludable from gross income for federal income tax purposes (“tax-exempt obligations”), pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”); and

**WHEREAS**, the [Issuer] will make, or has made not more than 60 days prior to the date hereof, payments with respect to the acquisition, construction, reconstruction or renovation of the project listed on Exhibit A attached hereto; and

**WHEREAS**, the [Issuer] has concluded that it does not currently desire to issue tax-exempt obligations to finance the costs associated with the property listed on Exhibit A attached hereto; and

**WHEREAS**, the [Issuer] desires to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof; and

**WHEREAS**, the [Issuer] reasonably expects to issue tax-exempt obligations to reimburse itself for the costs associated with the property listed on Exhibit A attached hereto.

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

**Section 1.**

The [Issuer] reasonably expects to reimburse itself for all costs that have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the property listed on Exhibit A attached hereto from the proceeds of tax-exempt obligations to be issued subsequent to the date hereof.

**Section 2.**

The [Issuer] reasonably expects that the maximum principal amount of tax-exempt obligations issued to reimburse the [Issuer] for the costs associated with the property

listed on Exhibit A attached hereto will not exceed the respective amounts shown on Exhibit A.

**PASSED, APPROVED, AND ADOPTED**, on this 19th day of January 2010 at a regular meeting of the City Council of the City of Copperas Cove, Texas, such meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, Chapter 551-001 et.seq. at which meeting a quorum was present and voting.

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John Hull, Mayor

**ATTEST:**

---

Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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

EXHIBIT A  
DESCRIPTION OF PROJECT

<u>Purpose/Project</u>	<u>Amount</u>
<u>East End Infrastructure Project (Northeast Sewer Line)</u>	<u>\$700,000</u>

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-13

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

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**SUBJECT:** Consideration and action on an ordinance amending Chapter 16.5 of the City's Code of Ordinances.

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#### 1. BACKGROUND/HISTORY

Chapter 16.5 of the Code of Ordinances was last revised in November 2008. Currently, § 16.5-8 (c) provides for an owner to re-erect, reconstruct or rebuild an existing sign provided full compliance and conformance with Chapter 16.5. The ordinance clearly states only maintenance operation is an allowable purpose for removal of any portion of an existing sign.

#### 2. FINDINGS/CURRENT ACTIVITY

Mayor Hull requested § 16.5-8 (c) be revised to allow for the removal and replacement of an existing non-conforming sign should the sign be removed as a result of the State or Local Government acquiring the property location of the existing sign through eminent domain or condemnation.

#### 3. FINANCIAL IMPACT

None.

#### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an Ordinance revising Chapter 16.5 § 16.5-8 (c) of the Code of Ordinances.

**ORDINANCE NO. 2010-05**

**AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 16.5 OF THE CITY'S CODE OF ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Copperas Cove has previously adopted sign regulations to ensure the orderly development of land and use of property within its corporate limits and to provide for uniform sign standards and regulations in order to ensure the public safety, efficient communication and promote a positive city image reflecting order, harmony, and pride, thereby strengthening the economic stability of the City of Copperas Cove's business, cultural, historical, and residential areas; and

**WHEREAS,** the City Council continues to seek to maintain the value of the City of Copperas Cove's scenic and natural resources, which are the keystones of the City's economic strength and quality of life, through a comprehensive regulatory program that includes land use and development ordinances regulating signs; and

**WHEREAS,** the City Council recognizes the need for properly constructed and maintained signs creating a pleasing environment for residents, visitors, shoppers, and the entire community while upholding the principles of free speech, including commercial speech while promoting business and supporting the economic strength of commercial businesses within the boundaries of the City of Copperas Cove; and

**WHEREAS,** the City Council recognizes that certain existing nonconforming signs are subject to the loss of said status due to the power of eminent domain; and

**WHEREAS,** the City Council desires to allow for the relocation of said signs.

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

**SECTION 1.**

That the current Sign Regulations contained in Section 16.5-8 (c) of the City's Code of Ordinances is hereby amended as follows:

Sec. 16.5-8

(c) *Other provisions.*

(1) When a sign, or a substantial part of a sign, is damaged by natural causes, or otherwise destroyed, or taken down, or removed for any purpose other than maintenance operation, or as a result of or under the threat of eminent domain, it may not be re-erected, reconstructed, or rebuilt except in full compliance and conformance with this chapter. For purposes of this section, substantial shall mean if the cost of repair exceeds sixty (60) percent of the cost of a new sign of the same construction and size.

That the current Sign Regulations contained in Section 16.5-9 of the City's Code of Ordinances is hereby amended by adding the following provision:

Sec. 16.5-9 *General Exceptions.*

(4) When a billboard or other off premise sign, as provided for in Section 16.5-8 of this Chapter, is required to be removed as a result of, or under the threat of eminent domain, such sign may be relocated at a location as approved by the City Council.

**SECTION 2.**

That any ordinances or resolutions or part of ordinance or resolutions in conflict with the provisions of this Sign Ordinance are hereby repealed to the extent of such conflict.

**SECTION 3.**

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

**SECTION 4.**

That this ordinance shall go into effect immediately upon its adoption and approval by City Council.

**PASSED, APPROVED, AND ADOPTED** on this 19th day of January 2010 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:**

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

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-14

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

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**SUBJECT:** Consideration and action on authorizing the City Manager to execute an Interlocal Agreement with the Copperas Cove Economic Development Corporation (CCEDC) for the temporary funding of the Northeast Sewer Line (Eastside Infrastructure) project.

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#### 1. BACKGROUND/HISTORY

In November 2008, the voters of Copperas Cove approved a bond proposition authorizing the issuance of debt for the water and sewer infrastructure needs on the east end of the City. City staff met with the staff and Board Chairman of the CCEDC on numerous occasions to clarify the infrastructure needs and timing of the needs based on planned development. As a result, the realization that development would occur well before the City would be authorized to issue the debt approved by the voters in November 2008 and complete the needed improvements, created the need to explore temporary options (construction and/or funding).

#### 2. FINDINGS/CURRENT ACTIVITY

After multiple discussions with the City's Financial Advisor, Bond Counsel, City Attorney, contract engineer (River City Engineering) and CCEDC staff and Board Chairman, the decision to pursue an interlocal agreement with the CCEDC to provide temporary funding of the Northeast Sewer Line project was reached. The agreement will allow City staff to proceed with the project and ensure the sewer capacity exist for the planned Constitution Court Apartments development.

The agreement requires the CCEDC to provide an amount not to exceed eight hundred fifty thousand dollars for the project and the City to reimburse the CCEDC upon issuance and receipt of the bond proceeds no later than September 30, 2010.

The plan for the temporary funding was discussed with the City Council during the Council/Staff Retreat held in June 2009 and during multiple workshops held to discuss the Five Year Capital Improvement Plan.

The CCEDC is scheduled to take action on the Interlocal Agreement at the next regularly scheduled Board Meeting on January 26, 2010.

**3. FINANCIAL IMPACT**

The temporary funding in the amount not to exceed \$850,000 will be repaid to the CCEDC upon issuance and receipt of General Obligation Bonds no later than September 30, 2010.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Council authorize the City Manager to execute an Interlocal Agreement with the Copperas Cove Economic Development Corporation for the temporary funding of the Northeast Sewer Line project.

**INTERLOCAL AGREEMENT REGARDING  
FINANCING OF THE NORTHEAST SEWER LINE PROJECT  
PHASES I**

**THIS AGREEMENT** is entered into by and between the following parties; the City of Copperas Cove, a Home Rule City located in Copperas Cove, Texas, and Copperas Cove Economic Development Corporation, Texas, a political subdivision of the State of Texas.

**WHEREAS**, the City of Copperas Cove has proposed a bond issuance to provide the financing for Installation of various sized sewer lines and force main lines from the East Pump Station running west to a point near the intersection of 2301 E. Hwy 190 and north through the Copperas Cove Municipal Golf Course to the NEWWTP to include possible alternate work of modifications to the NEWWTP headworks to accommodate increased sewer line size connections to the plant (the “improvements”);

**WHEREAS**, this aforesaid bond issue will not occur until the end of the fiscal year 2010;

**WHEREAS**, the City of Copperas Cove desires to begin construction of improvements prior to the issuance of bonds ;

**WHEREAS**, the Copperas Cove Economic development Corporation is willing to pay for the improvements upon guarantee of reimbursement by the City of Copperas Cove;

**WHEREAS**, the City and Copperas Cove Economic Development Corporation have negotiated this interlocal agreement in order to promote clarity and ease of understanding;

**WHEREAS**, the improvements are an authorized project under the Texas Local Government Code;

**NOW, THEREFORE, THE CITY AND THE COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION AGREE AS FOLLOWS:**

**1.0 Terms and Conditions**

The parties agree that the City of Copperas Cove will construct the Improvements; and that the Copperas Cove Economic Development Corporation shall, upon presentation of invoices for actual work completed by the City of Copperas Cove pay the City of Copperas Cove the invoiced amounts up to a total invoiced amount not to exceed eight hundred fifty thousand dollars.

The parties further agree that the City of Copperas Cove shall reimburse the Copperas Cove Economic Development Corporation the actual invoiced amounts paid by September 30, 2010.

## **2.0 Effective Date**

This agreement is effective from January 19, 2010.

## **3.0 Breach**

The failure of either party to comply with the terms and conditions of this agreement shall constitute a breach of this agreement.

## **4.0 Waiver**

The waiver by either party of a breach of this agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision, unless so stipulated by the party not in breach of this agreement.

## **5.0 Term, Renewal**

This interlocal agreement as properly amended or modified from time to time, shall automatically renew annually on the beginning of the successive fiscal year unless terminated by either party in accordance with other provisions of this agreement.

## **6.0 Termination**

Neither party may terminate this agreement except for breach thereof.

## **7.0 Texas Law to Apply**

This agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties created hereunder are performable in Copperas Cove, Texas.

## **8.0 Notice**

All notices sent pursuant to this interlocal agreement shall be in writing and may be hand delivered, or sent by registered or certified mail, postage prepaid, return receipt requested.

## **9.0 Legal Construction**

If any one or more of the provisions contained in this agreement shall for any reason be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be

construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**10.0 Entire Agreement**

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter. Each party to this agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party which is not embodied herein and that no other agreements, statement, or promise not contained in this agreement shall be valid or binding. No modification concerning this instrument shall be of any force or effect, excepting a subsequent amendment in writing signed by the parties. No official, representative, agent or employee of either entity, has any authority to modify this agreement except pursuant to express authority to do so granted by the governing body.

**11.0 Parties Bound**

This agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors and assigns where permitted by this agreement.

**IN WITNESS WHEREOF**, the City and the Copperas Cove Economic Development Corporation have hereby entered into this agreement.

By: \_\_\_\_\_  
Dan Yancey, Chairman  
Copperas Cove Economic  
Development Corporation

By: \_\_\_\_\_  
John Hull, Mayor  
City of Copperas Cove

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

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

# City of Copperas Cove City Council Agenda Item Report

January 19, 2010

## Agenda Item No. I-15

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

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**SUBJECT: Consideration and action on authorizing the City Manager to execute a contract with Lupe Rubio Construction, Inc., Kingsland, Texas for construction of Phase I, Northeast Sewer Line Project.**

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### 1. BACKGROUND/HISTORY

With the development of the Industrial Foundation property at the east limits of Copperas Cove, upgrading the sewer system from that area to the Northeast Wastewater Treatment Plant has become critical. Adding additional service to the existing system would create constant overflows. The present system consists of a combination of eight, 12 and 15 inch lines, and depending on weather conditions, overflows are experienced on a frequent basis.

### 2. FINDINGS/CURRENT ACTIVITY

River City Engineering was hired to design a project which would eliminate existing sewer problems and provide a system which will accommodate present and future growth within the Industrial Park and northeast portions of Copperas Cove. As designed, that system will consist of improvements to the Headworks at the Northeast Plant, a 24 inch gravity sewer line from the N.E. plant, through the golf course to a juncture near the 2400 block of East Highway 190, a 12 inch sewer force main east along the railroad tracks to a point near the east pump station, a bore under Highway 190 to the south side, then east to a point near Arbys where a new Sewer Lift Station will be constructed.

Bids were solicited for approximately one month, 10 bids were received. Bids were opened at 2:00 p.m., Friday, October 30, 2009 with Lupe Rubio Construction, Inc., Kingsland, Texas submitting the lowest qualified Base Bid plus Headworks Add Alternate of \$596,341 and \$89,317 respectively for a total contract amount of \$685,658 (see Bid Tabulation Sheet attached). The prospective contractor's qualifications have been checked and an Engineer's Recommendation is provided.

### **3. FINANCIAL IMPACT**

Funding for Phase I is planned through an Interlocal Agreement with the Copperas Cove Economic Development Corporation. A notice to proceed will not be issued to the contractor for Phase IA until the Interlocal Agreement is fully executed by all parties and a notice to proceed will not be issued for Phase IB until the necessary easement(s) is acquired. An Amendment to General Conditions of the Contract (a legally binding agreement) was prepared by the City Attorney and signed by Lupe Rubio Construction.

The Interlocal Agreement provides temporary funding for Phase I of the Project, with the City agreeing to reimburse the CCEDC upon debt issuance and receipt of General Obligation Bonds prior to fiscal year end 2010.

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

City staff recommends the City Manager be authorized to execute a contract with Lupe Rubio Construction, Inc., Kingsland, Texas for construction of Phase IA, Northeast Sewer Line Project.



November 4, 2009

Ms. Andrea Gardner  
CITY MANAGER  
CM OF COPPERAS COVE 507  
S. Main Street  
Copperas Cove, Texas 76522

RE: Bid Recommendation  
Eastside Wastewater Line Phase I  
Bid **2010-01-84**

Dear Ms. Gardner:

On Friday, October 30th, 2009 ten (10) bids were received for the above listed project. Each contractor's bid was in accordance with the contract documents prepared by our firm. The bid package allowed for alternate pipe options and sizes, in order to provide the best bid for the City of Copperas Cove. **Lupe Rubio Construction, Inc.** submitted the lowest Base Bid plus headworks add alternate of **\$596,341.00** and **\$89,317.00** respectively. We have enclosed the bid tabulations results for your review and consideration. We have checked the qualifications and references of the low bidder and find them to be in order. We therefore recommend the City award the project to **Lupe Rubio Construction,, Inc.** for the contract amount of **\$685,,658.00**.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Patrick A. Lackey", with a long horizontal flourish extending to the right.

Patrick A. Lackey, P.E.

cc: **Bob** McKinnon - City of Copperas Cove

P:\Projects\5019 (Copperas Cove)\88-Eastside Infrastructure Impr-Phase I\Construction Services\Bid  
Documents\Bid-Recommendation.doc

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



## **AGREEMENT TO HOLD OPEN BID**

January 15, 2009

Lupe Rubio  
Lupe Rubio Construction, Inc.  
P.O. Box 1838  
Kingsland, TX 78639

**Re: City of Copperas Cove  
Eastside Wastewater Line Phase 1A & 1B**

Dear Mr. Rubio:

The City of Copperas Cove will award the entire bid for Phase 1 of the above referenced project contingent upon the Copperas Cove Economic Development Corporation signing an inter-local agreement with the City of Copperas Cove to fund the award. In consideration for the future award of the contract to Lupe Rubio Construction, Inc. you hereby agree to hold open and honor your bid for the project for a period of 45 days from the date below to help the City facilitate the signing of the inter-local agreement. You understand and agree that there is no guarantee that the contract will be let.

RIVER CITY ENGINEERING, INC. on behalf of the City of Copperas Cove

\_\_\_\_\_  
Brandon Mettler, E.I.T.  
Project Manager

---

### **ACKNOWLEDGEMENT and AGREEMENT**

The above is hereby acknowledged by Lupe Rubio Construction Inc.,  
this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

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

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

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-2

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

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**SUBJECT:** Consideration and action on a resolution authorizing the City Manager to execute an Advance Funding Agreement with TxDOT for voluntary utility relocation for the Southeast Bypass (Reliever Route) project and release funds to TxDOT no earlier than forty five (45) days prior to the date set for receipt of the construction bids.

---

#### 1. BACKGROUND/HISTORY

The Texas Department of Transportation (TxDOT) is nearing completion of the design for the Southeast Bypass project from US Highway 190 from the Lampasas County line to east of the Copperas Cove city limits.

On October 2, 2007, the City Council authorized the City Manager to execute an agreement with Hearn Engineering in the amount of \$33,800 for the design of the required relocation of City utilities for the project (see attached).

On June 4, 2002, the City Council authorized the City Manager to execute an advanced funding agreement with TxDOT for the right-of-way and utility relocations for the project (see attached).

In 2008, City Administration requested TxDOT agree to let the FM 2657 widening project and the utility relocates (City project) with the construction contract for the Southeast Bypass project with the plan to reduce the total costs for the FM 2657 widening project, the SE Bypass construction project and the utility relocates for the SE Bypass project.

#### 2. FINDINGS/CURRENT ACTIVITY

On December 17, 2009, TxDOT presented the Director of Public Works with an Advanced Funding Agreement for the utility relocation construction on the project.

The State of Texas agrees that when more economical and/or efficient for such relocation to be effected by including said contract in the State's highway construction contract, an agreement may be executed authorizing the let of such relocation with the project construction contract provided the

responsible party agrees in advance to pay TxDOT for 100% of all estimated construction costs for the relocation of utilities at least forty five (45) days prior to the date set for receipt of the construction bids.

### **3. FINANCIAL IMPACT**

The funding for the utility relocates is estimated by TxDOT to be \$609,586. In the event the State determines that additional funding is required by the Utility (the City of Copperas Cove) at any time during the project, the State will notify the Utility in writing. The Utility is responsible for 100% of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.

Funding for the utility relocates is available in the 2001 Certificates of Obligation (Tax Supported) Fund, the 2003 Certificates of Obligation (Tax Supported) Fund and the Reliever Route Fund.

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

City staff recommends the City Council approve a resolution authorizing the City Manager to execute an Advanced Funding Agreement with TxDOT for voluntary utility relocation for the Southeast Bypass (Reliever Route) project and release funds to TxDOT no earlier than forty five (45) days prior to the date set for the receipt of construction bids.

**RESOLUTION NO. 2010-06**

**A RESOLUTION TO AUTHORIZE THE CITY MANAGER OF THE CITY OF COPPERAS COVE TO EXECUTE AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO CONTRIBUTE FUNDS FOR THE VOLUNTARY UTILITY RELOCATION OF WATER AND WASTEWATER LINES AT US 190 FROM LAMPASAS COUNTY LINE TO EAST OF THE COPPERAS COVE CITY LIMITS FOR THE PROPOSED SOUTHEAST BYPASS PROJECT.**

**WHEREAS,** City Administration requested TxDOT include the relocations of water and wastewater lines be included in the construction let of the project; and

**WHEREAS,** the Utility (the City) and State agree that it is more economical and/or efficient for such relocation to be effected by including said contract in the State's highway construction contract; and

**WHEREAS,** the Utility contracted with Hearn Engineering in October 2007 to complete the design of the water and wastewater lines relocation; and

**WHEREAS,** the Utility is responsible for one hundred percent (100%) of the costs associated with the water and wastewater lines for the purposes of project completion and any overruns; and

**WHEREAS,** TxDOT estimates the total for utility improvements to be \$609,586; and

**WHEREAS,** the Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs (\$609,586) to TxDOT at least forty five (45) days prior to the date set for receipt of the construction bids.

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

**SECTION 1.**

The City Manager is authorized to execute the attached AGREEMENT TO CONTRIBUTE FUNDS – LOCAL GOVERNMENT (Exhibit A) by and between the City and the Texas Department of Transportation.

**SECTION 2.**

The City Manager is authorized to transmit a check to the Texas Department of Transportation at least forty five days prior to the date set for receipt of the construction

bids for the City's portion of the Project utility constructions costs in the amount of six hundred nine thousand five hundred eighty six and no/100 Dollars (\$609,586).

**PASSED, APPROVED, AND ADOPTED** on this 19th day of January 2010, by a vote of \_\_\_\_\_ ayes and \_\_\_\_\_ nays, at a regular meeting of the City Council of the City of Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code*, §551.001, et. seq., at which meeting a quorum was present and voting.

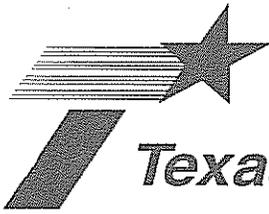
\_\_\_\_\_  
John Hull, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



# Texas Department of Transportation

100 SOUTH LOOP DRIVE • WACO, TEXAS 76704-2858 • (254) 867-2700

December 17, 2009

Bob McKinnon  
Director of Public Works  
City of Copperas Cove  
1601 North 1<sup>st</sup> Street  
Copperas Cove, Texas 76522

Subject: Advance Funding Agreement  
Voluntary Utility Relocation Contributions  
City Utility Relocations and Adjustments (Water and Waste Water Lines)  
US190 From Lampasas County Line to East of the Copperas Cove CL  
CCSJ: 0231-02-035  
RCSJ: 0231-02-044

Dear Mr. McKinnon:

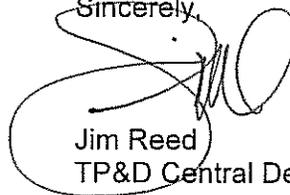
Transmitted herewith please find duplicate original advance funding agreements for the above referenced project. Once the agreements are partially executed by the City of Copperas Cove, return them to my office for further processing.

District staff is currently in the process of evaluating the obligated construction funding available for this project. The work associated with these studies will enable the District to determine if this project may be accelerated to the next calendar year letting.

Should any funds associated with the terms of this agreement be due to the State, your office will be notified in writing. The City will be required to submit payment within thirty (30) days from receipt of this notification.

If you have any questions, please call me at (254) 867-2733.

Sincerely,



Jim Reed  
TP&D Central Design Services

Enclosure

Duplicate Original Advance Funding Agreements

cc: Andy Petter, P.E.  
Ali Bashi, P.E.  
Ervin Middlebrook  
Kristi Kubitz  
Project File

THE TEXAS PLAN  
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY  
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

*An Equal Opportunity Employer*

THE STATE OF TEXAS           §  
COUNTY OF TRAVIS           §

**ORIGINAL**

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY UTILITY RELOCATION  
CONTRIBUTIONS ON STATE HIGHWAY IMPROVEMENT PROJECTS**

**THIS AGREEMENT IS MADE BY AND BETWEEN** the State of Texas, acting through the Texas Department of Transportation ("State") and the City of Copperas Cove ("Utility"),

**WITNESSETH**

**WHEREAS**, Transportation Code, Chapters 201, 221, 227 and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads and highways that comprise the State Highway System; and,

**WHEREAS**, Transportation Code, Chapter 203, Subchapter E, Transportation Code §227.015, Transportation Code, §203.092 authorize the State to regulate the placement of public utility facilities along a state highway; and,

**WHEREAS**, Texas Transportation Commission Minute Order Number 001113 authorizes the State to undertake and complete a highway improvement generally described as: Constructing a Four Lane Bypass around Copperas Cove ("Project"); and,

**WHEREAS**, Utility possesses facilities that are affected by the abovementioned highway improvement, and Utility and the State agree that it is more economical and/or efficient for such relocation to be effected by including said contract in the State's highway construction contract; and,

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them kept and performed as hereafter set forth, the State and Utility do agree as follows:

**AGREEMENT**

**Article 1. Time Period Covered**

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and Utility will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

## **Article 2. Project Funding and Work Responsibilities**

- A. The State will authorize the performance of only those Project items of work which are eligible for relocation reimbursements or for which Utility has requested and has agreed to pay for as described in Attachment A - Payment Provision and Work Responsibilities, which is attached to and made a part of this contract.

In addition to identifying those items of work to be paid for by payments to the State, Attachment A - Payment Provision and Work Responsibilities, also specifies those Project items of work that are the responsibility of Utility and will be carried out and completed by Utility, at no cost to the State.

- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.
- D. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

## **Article 3. Termination**

This agreement may be terminated in the following manner:

- ◆ by mutual written agreement and consent of both parties
- ◆ by either party upon the failure of the other party to fulfill the obligations set forth herein
- ◆ by the State if it determines that the performance of the Project or utility work is not in the best interest of the State.

If the agreement is terminated in accordance with the above provisions, Utility will be responsible for the payment of Project costs incurred by the State on behalf of Utility up to the time of termination.

**Article 4. Right of Access**

If Utility is the owner of any part of the Project site, Utility shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

**Article 5. Adjustments Outside the Project Site**

Utility will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

**Article 6. Responsibilities of the Parties and Indemnity**

Utility acknowledges that it is not an agent, servant, employee of the State, nor is it engaged in a joint enterprise, and it is responsible for its own acts and deeds and for those of its agents or employees during the performance of the work on the Project.

To the extent permitted by law, Utility agrees to indemnify and hold harmless the State, its agents and employees, from all suits, actions or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence with the performance of design, construction, maintenance or operation of the utility facility. Such indemnity includes but is not limited to any claims or amounts arising or recovered under the "Worker's Compensation Law", the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as time to time may be amended.

**Article 7. Sole Agreement**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between Utility and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

**Article 8. Successors and Assigns**

The State and Utility each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

**Article 9. Amendments**

By mutual written consent of the parties, the scope of work and payment provisions of this agreement may be amended prior to its expiration.

CCSJ #0231-02-035  
RCSJ #0231-02-044  
Waco District  
Code Chart 64 #09750  
Project: From Lampasas/Coryell  
County Line to East Of Copperas  
Cove City Limits

**Article 10. Inspection and Conduct of Work**

Unless otherwise specifically stated in Attachment A - Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the *Utility Accommodation Rules* as set forth in 43 *Texas Administrative Code* §21.31 et. seq. adopted by the State and incorporated herein by reference, or special specifications approved by the State.

**Article 11. Maintenance**

Upon completion of the Project, Utility will assume responsibility for the maintenance of the completed utility facility unless otherwise specified in Attachment A to this agreement.

**Article 12. Notices**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Utility:	State:
Director of Public Works City of Copperas Cove 1601 North 1 <sup>st</sup> Street Copperas Cove, Texas 76522	District Engineer TxDOT Waco District 100 South Loop Drive Waco, Texas 76704-2858

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

**Article 13. State Auditor's Provision**

The State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever ARRA funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 of the ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

CCSJ #0231-02-035  
RCSJ #0231-02-044  
Waco District  
Code Chart 64 #09750  
Project: From Lampasas/Coryell  
County Line to East Of Copperas  
Cove City Limits

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

#### **Article 14. Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

CCSJ #0231-02-035  
RCSJ #0231-02-044  
Waco District  
Code Chart 64 #09750  
Project: From Lampasas/Coryell  
County Line to East Of Copperas  
Cove City Limits

**Article 15. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE UTILITY** have executed duplicate counterparts to effectuate this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

**FOR UTILITY**

Name \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

Attest:

By \_\_\_\_\_ Date \_\_\_\_\_

CCSJ #0231-02-035  
RCSJ #0231-02-044  
Waco District  
Code Chart 64 #09750  
Project: From Lampasas/Coryell County  
Line to East Of Copperas Cove City  
Limits

**ATTACHMENT A  
Payment Provision  
and Work Responsibilities**

**Description of the Work Items**

The parties agree that the existing water and waste water lines shall be relocated and adjusted throughout the Project limits as defined in construction plans CSJ#0231-02-035. The Utility's facilities shall be owned, operated, and maintained by Utility from and after completion and final acceptance by the State and Utility. The estimated total construction cost for the relocated and adjusted facilities is \$609,586. The parties agree that it is their intent to complete the improvements within this estimate of cost.

**Actual Cost Agreement**

Utility will be responsible for paying all costs associated with the planning, specification, and estimate (PS&E) development, and construction of the proposed utility work to the extent such is not reimbursed pursuant to state law. All the costs associated with relocating and adjusting the existing water and waste water lines for the Project shall be provided as defined under the Standard Utility Agreement, Utility Joint Use Agreement, and/or the Agreement to Contribute Funds executed between the State and Utility, which are attached to and made a part of this contract.

**Schedule of Payments**

At least forty five (45) days prior to the date set for receipt of the construction bids , the Utility shall remit its remaining financial share for the State's estimated construction oversight and construction costs. Utility must advance to the State one hundred percent (100%) of its share of the estimated Project utility construction costs. The amount to be advanced for the utility improvements is estimated to be \$609,586. (See Attachment B – Estimated Utility Costs)

In the event the State determines that additional funding is required by the Utility at any time during the Project, the State will notify the Utility in writing. The Utility is responsible for 100% of the authorized project cost and any overruns. The Utility will make payment to the State within thirty (30) days from receipt of the State's written notification.

Whenever funds are paid by the Utility to the State under this agreement, the Utility will remit a warrant made payable to the "Texas Department of Transportation Trust Fund." The warrant will be deposited by the State in an escrow account to be managed by the State. Until the final project accounting, funds in the escrow account may only be applied by the State to the Project.

Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Utility, the State, or the Federal Government will be promptly paid by the owing party.

## Work Responsibilities

The **Utility** shall provide the following services under this contract:

- Responsible for engaging the services of a Texas Registered Professional Engineer to prepare drawings and technical specifications for the water and waste water line relocation and adjustment along US 190. Utility will provide the plans and specifications to the State to include in the current planning specifications and estimate package being prepared by representatives of TxDOT's Waco District Office.
- Secure all necessary permitting as may be required for the installation of the Utility's facilities.
- Arrange and coordinate with the contractor, through the State, materials and equipment testing, rejection of all work not conforming to minimum requirements of the construction contract documents, maintenance of the proposed lines during construction, and the relocation and connection of services to customers.
- Advise the State of work that Utility determines should be corrected or rejected.
- Arrange, observe, and inspect all acceptance testing and notify the State of the results of these activities.
- Provide inspection services for the construction, notify the State of defects and deficiencies in the work, and observe actions of the contractor to correct such defects and deficiencies.
- Assume all responsibility for the maintenance of the existing facilities and the proposed adjustments during and upon completion of the construction contract.
- Ensure all TCEQ and all other regulatory rules, regulations and laws are strictly adhered to.
- Prepare and submit both a certificate of substantial completion and a list of observed items requiring completion or correction for the relocations and adjustments to the Project Engineer for his concurrence.
- Utility agrees that all construction activities performed by Utility's staff for the relocations and adjustments will be coordinated through the Project Engineer.

The **State** shall provide the following services under this contract:

- Combine the water and waste water relocation and adjustment plans with the plans being prepared for the Project.
- Review and approve the final construction plans prior to any construction-related activities. In order to ensure federal and/or state funding eligibility, projects must be authorized by the State prior to advertising for construction.
- Advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project.
- Negotiate and administer all field changes and change orders required for the Project. All change orders increasing construction costs for Utility's Project shall be submitted to Utility for review and approval together with an evaluation. Utility agrees to review and either approve or disapprove all change orders within five (5) business days after receipt of such order unless Utility Board's approval is necessary in which case Utility shall bring the item to Utility Board as soon as reasonably possible.

CCSJ #0231-02-035  
RCSJ #0231-02-044  
Waco District  
Code Chart 64 #09750  
Project: From Lampasas/Coryell County  
Line to East Of Copperas Cove City  
Limits

- Provide overall project management to supervise the day-to-day activities of the construction and monitor the activities of the contractor to promote the timely and efficient completion of the Project in accordance with the approved Plans and Specifications and construction schedule.
- Conduct field observations and coordinate with Utility's inspectors and the contractor to cure defects and deficiencies in the construction prior to final acceptance.
- Make timely payment to the contractor for work performed in connection with the Project.
- Ensure access and permit Utility's inspectors and other authorized representatives to inspect the water and waste water line construction at all times.
- Conduct and coordinate final inspection of the Project in the presence of Utility's Engineer and Inspector, transmit final list of items to be completed or repaired and observe contractor correction of same.
- Maintain job file.

**ATTACHMENT B  
 Estimated Utility Costs**

Based on various calculations, Following are those amounts due and payable for Utility District's costs associated with this project.

Total Estimated Costs	\$ 609,586.00
Less Betterment Amount Due from Utility	\$ 0
<b>Amount of total utility relocation Costs</b>	<b>\$ 609,586.00</b>
Estimated Amount Eligible for Reimbursement (Calculated Eligibility Ratio – 0 %)	\$ 0
Amount of Utility Adjustment Due from Utility	\$ 609,586.00
<b>Estimated amount to be included in Construction Agreement</b>	
A. Betterment	\$ 0
B. Utility Adjustment	\$ 609,586.00
<b>GRAND TOTAL</b>	<b>\$ 609,586.00</b>

**Betterment Ratio Calculation NA**

Estimated Betterment Costs

1. ...
2. ...

Betterment Calculation:

<b>Total Costs of Betterment (Estimated)</b>	-	\$ _____
<b>Total Costs of Project (Estimated)</b>	-	\$ _____

***Betterment Percentage for final cost determination: 0% of final cost of relocation***

Determination of Betterment – Comparison of estimated cost to replace “as is” versus estimated costs associated with the betterment.

Item A: ...

Item B: ...

# AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

**Design Firm:** Hearn Engineering, Inc.  
2101 N. Mays  
Round Rock, TX 78664  
Date: \_\_\_\_\_

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

## Project Name/Location:

Water and Sewer Relocation Project for the New Hwy. 190 Bypass

## Scope/Intent and Extent of Services:

This project will consist of preparing plans and specifications for the relocations of water and wastewater lines near the intersections of the Proposed Hwy. 190 bypass with Constitution Drive, FM 116, and FM 3046.

### PRELIMINARY DESIGN \$ 23,700

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

### FINAL DESIGN \$3,600

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

### BIDDING PROCESS \$ 2,000

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

- 4) Assist the City in the bidding, evaluation, and recommendation of award on the project.

CONSTRUCTION SERVICES (Billed as Required)

\$4,500.00

A. Construction Administration

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

ADDITIONAL SERVICES

Hourly

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

Fee Arrangement:

The fee for this work is a not to exceed amount of \$33,800.00. Work will be invoiced based on actual time and materials.

Special Conditions:

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**TERMS AND CONDITIONS**

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

**Access to Site:**

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

**Dispute Resolution:**

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

**Billings/Payments:**

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable upon receipt, at 2101 N. Mays, Round Rock, Texas, 78664. Payment is past due 30 days after the invoice date. If questions regarding the invoice amount are not brought to the attention of the Firm within 21 days of the invoice date, the invoice shall be considered accepted by the Client. If the invoice is not paid within 45 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service.

**Late Payments:**

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing,

the Client shall pay all costs of collection, including reasonable attorney's fees.

**Indemnification:**

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

**Certifications, Guarantees and Warranties:**

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

**Limitation of Liability:**

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

**Termination of Services:**

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

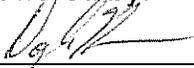
**Ownership of Documents:**

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

**Rate Schedule**

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

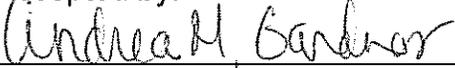
Offered by:

 9/19/07  
(signature) (date)

Douglas Hearn Principal  
(printed name/title)

Hearn Engineering, Inc.

Accepted by:

 10/3/07  
(signature) (date)

ANDREA M. GARDNER / CITY MGR  
(printed name/title)

CITY OF COPPERAS COVE  
(name of Client)



**AGREEMENT TO CONTRIBUTE FUNDS – LOCAL GOVERNMENT**  
(Economically Disadvantaged County)

County: City of Copperas Cove  
District: Waco

Federal Project No:  
Highway: US 190

ROW CSJ No: 0231-02-044

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and City of Copperas Cove, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the 3rd day of May, 2005, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way for a highway project on Highway No. US 190 with the following project limits:

From: Lampasas/Coryell County Line

To: East of Copperas Cove City Limits

**WHEREAS**, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way for said highway project; and

**WHEREAS**, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43TAC, §15.55 for the cost of acquiring said right of way for the proper improvement of the State Highway System; and

**WHEREAS**, the **Local Government** requested and has been granted an Economically Disadvantaged County Adjustment from the Texas Transportation Commission on February 24, 2005 by virtue of Minute Order No. 109978 attached hereto and incorporated into this agreement, approving a Five and Five tenths percent (5.5%) adjustment to the required ten percent (10%) local participation for this project, thereby resulting in a **Local Government** net contribution amount of four and five percent (4.5%) participation;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to four and five tenths percent ( 4.5%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check payable to the Texas Department of Transportation in the amount of Seventy Seven Thousand Six Hundred Twenty Six Dollars & 00/100 (\$ 77,626.00), which represents four and five tenths percent ( 4.5%) of One Million Seven Hundred Twenty five Thousand Twenty Four Dollars & 00/100 (\$ 1,725,024.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than four and five tenths percent ( 4.5%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including but not limited to those concerning outdoor advertising, are more restrictive than **State** law, policy, or directive, and thereby result in any increased costs, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the existing, future, or proposed **Local Government** ordinance, order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

Donations of real property may be credited to the **Local Government's** funding obligation for cost of right of way to be acquired for this project. Credit for all real property, other than property which is already dedicated and/or in use as a public road, donated by the **Local Government** to the **State** shall be based on the property's fair market value established as of the effective date of this agreement. The fair market value shall not include increases or decreases in value caused by the project

and should include the value of the land and improvements being conveyed, excluding any damages to the remainder. The **Local Government** will provide to the **State** all documentation to support the determined fair market value of the donated property. Such documentation shall include an appraisal of the property by a licensed appraiser approved by the Texas Department of Transportation, Right of Way Division, unless the **Local Government** determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the fair market value is estimated at no more than \$10,000.00. The cost of appraisal will be the responsibility of the **State**. The **State** will review the submitted documentation and make a final determination of value; provided however, the **State** may perform any additional investigation deemed necessary, including supplemental appraisal work by **State** employees or employment of fee appraisers. Credit shall be given only for property transferred at no cost to the **State** after the effective date of this agreement and the **State's** issuance of a letter of funding authority, and only for property which is necessary to complete this project. Credit shall be in lieu of monetary contributions required to be paid to the **State** for the **Local Government's** funding share of the right of way to be acquired for this project. The total credit cannot exceed the **Local Government's** matching share of the right of way obligation under this agreement, and credits cannot be reimbursed in cash to the **Local Government**, applied to project phases other than right of way, nor used for other projects. In the event the **Local Government's** monetary contributions to the **State** for acquisition of right of way, when added to its donation credits, exceed the **Local Government's** matching share of the right of way obligation, there will be no refund to the **Local Government** of any portion of its contributed money.

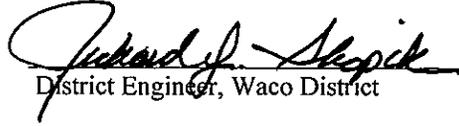
The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, including but not limited to utility owners involving expenses related to the relocation, removal or adjustment of eligible utilities.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

**THE LOCAL GOVERNMENT**

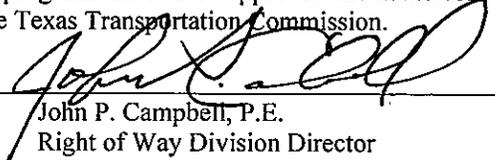
By:   
Title: CITY MANAGER  
Date: 6/3/05

**EXECUTION RECOMMENDED:**

  
District Engineer, Waco District

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:   
John P. Campbell, P.E.  
Right of Way Division Director

Date: 07/07/2005



## AGREEMENT TO CONTRIBUTE FUNDS - LOCAL GOVERNMENT

County: City of Copperas Cove  
District: Waco

Federal Project No:  
Highway: US 190

ROW CSJ No: 0231-01-045

This Agreement by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the **State**, and The City of Copperas Cove, Texas, acting by and through its duly authorized officials pursuant to an Ordinance or Order dated the February day of 2006, hereinafter called the **Local Government**, shall be effective on the date of approval and execution by and on behalf of the **State**.

**WHEREAS**, the **State** and the **Local Government** hereby agree to enter into a contractual agreement to acquire right of way and adjust utilities for a highway project on Highway No. US 190 with the following project limits:  
From: West of FM 2657

To: Lampasas-Coryell County Line; and

**WHEREAS**, the **Local Government** requests that the **State** assume responsibility for acquisition of all necessary right of way and adjustment of utilities for said highway project; and

**WHEREAS**, the **Local Government** desires to voluntarily contribute to the **State** funding participation as defined in 43 TAC, §15.55 for the cost of acquiring said right of way and relocating or adjusting utilities for the proper improvement of the State Highway System;

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual benefits to be derived therefrom, the **Local Government** shall contribute to the **State** an amount equal to ten percent (10%) of the cost of the right of way to be acquired by the **State** and shall transmit to the **State** with the return of this agreement, duly executed by the **Local Government**, a warrant or check payable to the Texas Department of Transportation in the amount of Two Thousand Five Hundred Dollars & 00/100 (\$2,500.00), which represents ten percent (10%) of Twenty Five Thousand Dollars & 00/100 (\$25,000.00), the estimated total cost of the right of way. If however, it is found that this amount is insufficient to pay the **Local Government's** obligation, then the **Local Government** will within thirty (30) days after receipt of a written request from the **State** for additional funds, transmit to the **State** such supplemental amount as is requested. Upon completion of the highway project and in the event the total amount as paid by the **Local Government** is more than ten percent (10%) of the actual cost of the right of way, any excess amount will be returned to the **Local Government** by the **State**. The cost of providing such right of way acquired by the **State** shall mean the total value of compensation paid, either through negotiations or eminent domain proceedings, to the owners for their property interests, plus costs related to the relocation, removal or adjustment of eligible utilities.

In the event any existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive, including, but not limited to, outdoor advertising or storm water drainage facility requirements, is more restrictive than **State** or federal regulations, or any other locally proposed change, including, but not limited to, plats or re-plats, results in any increased costs to the **State**, then the **Local Government** will pay one hundred percent (100%) of all such increased costs, even if the applicable county qualifies as an economically disadvantaged county. The amount of the increased costs associated with the

existing, future, or proposed **Local Government** ordinance, commissioners court order, rule, policy, or other directive will be determined by the **State** at its sole discretion.

The **Local Government** shall maintain all books, papers, accounting records and other documentation relating to costs incurred under this agreement and shall make such materials available to the **State** and, if federally funded, the Federal Highway Administration (FHWA) or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this agreement or until any impending litigation, or claims are resolved. Additionally, the **State** and FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The **State** auditor may conduct an audit or investigation of any entity receiving funds from the **State** directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the **State** auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**THE LOCAL GOVERNMENT**

By:                     S. J. Allen                    

Title:                     CITY MANAGER                    

Date:                     2/22/06                    

**EXECUTION RECOMMENDED:**

                    Richard J. Stuck, P.E.                      
District Engineer, Waco District

**THE STATE OF TEXAS**

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By:                     John P. Campbell                      
John P. Campbell, P.E.  
Right of Way Division Director

Date:                     1-18-07

# City of Copperas Cove City Council Agenda Item Report

January 19, 2010

## Agenda Item No. I-3

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

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

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### 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 November 3, 2009, one (1) member was appointed by the City Council bringing the total on the commission to 12. Since that date, one (1) member resigned and three (3) members have successfully completed their term and are seeking re-appointment. With Council approval on the re-appointment, the number of vacant seats on the commission will be four (4).

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

Annabelle Smith  
Gary Lehmkuhler  
Robert Schumacher

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

### 3. FINANCIAL IMPACT

None.

### 4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council re-appoint the following individuals to the Keep Copperas Cove Beautiful Commission: Annabelle Smith, Gary Lehmkuhler, and Robert Schumacher.

original

# 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 (KCCB)

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

Name: Robert Schumacher

Street Address: 704 Bond Street

City Resident: 13 years Personal E-Mail: rschumacher@hotmail.com

Primary Phone: 254-547-5337

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

Profession: ACAP Counselor

Business Name: Serco

Business Address: Bldg 18010 (Copeland Soldier Svc Ctr)

City: Fort Hood

State: TX

Zip: 76544

Business Phone: 254-288-0825

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

Business E-Mail: robert.c.schumacher@us.army.mil

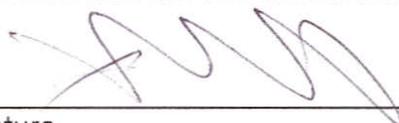
Experience or Special Knowledge applicable to City board or commission function:

5 years on Copperas Cove Board of Adjustment (last 2 as Chairman);

4 years on KCCB (various positions and former board president).

Civic Activities/Professional Affiliations CTHRMA and SHRM member; Texas Notary Public

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.



1/4/10

Signature

Date

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



01/04/2010 12:02 FAX 2545201400 CENTRAL TEXAS COLLEGE 002/002

# 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: Annabelle Smith

Street Address: 904 Holl

City Resident: 37 years Personal E-Mail: Annabelle.Smith@ctcd.edu

Primary Phone: wk 526-1205 Home Fax: N/A

Profession: College Administrator

Business Name: Central Texas College

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

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

Business Phone: 526-1205 Business Fax: 526-1480

Business E-Mail: Annabelle.Smith@ctcd.edu

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

Served past several years on K.C.C.B -

on file

Civic Activities/Professional Affiliations on file

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.

Annabelle Smith 1/4/2010  
Signature Date

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

  
**City of Copperas Cove**  
"The City Built for Family Living"

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

Name Gary Lehmkuhler

Address 2206 Merle Dr. Copperas Cove TX 76522

Home Phone 254-542-1796 Office Phone 254-526-1804

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

Occupation Mail Clerk III

Volunteer/Community Service Help with Keep Copperas Cove Beautiful projects, coach park & rec  
Help with soccer & Geo club for C.C.H.S.

Professional Affiliations \_\_\_\_\_

Areas of Interest cooking, working with HS students

Education High school grad

**I would like to be considered for the following:**

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

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

January 19, 2009

## Agenda Item No. I-4

Contact – Jack Widup, Chairman, Charter Review Committee, 547-4221  
Charles E. Zech, City Attorney, 547-4221  
jlees@ci.copperas-cove.tx.us

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**SUBJECT:** Discussion and possible action on the proposed amendments to the City's Home Rule Charter made by the Charter Review Committee.

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### 1. BACKGROUND/HISTORY

The City of Copperas Cove City Charter was last amended at a General Election on May 10, 2008. The Texas Constitution, Article 11 – Municipal Corporations, Section 5 – Cities of more than 5,000 population; adoption or amendment of charters; taxes; debt restrictions, states the following:

*Cities having more than five thousand (5,000) inhabitants may, by a majority vote of the qualified voters of said city, at an election held for that purpose, adopt or amend their charters. The adoption or amendment of charters is subject to such limitations as may be prescribed by the Legislature, and no charter or any ordinance passed under said charter shall contain any provision inconsistent with the Constitution of the State, or of the general laws enacted by the Legislature of this State. Furthermore, no city charter shall be altered, amended or repealed oftener than every two years.*

On May 19, 2009, Mayor Hull recommended and the governing body appointed Council Members, Frank Seffrood and Cheryl Meredith, to serve on the committee upon creation. Furthermore, the Council also appointed Charles Zech, City Attorney, to serve as the legal consultant to the Charter Review Committee upon creation.

On July 21, 2009, City staff requested Council create a Charter Review Committee; however, the Council determined a workshop should be held to discuss the appointing process, committee process and timeline. Thus, during a Council Workshop held on August 11, 2009, the Council established a committee appointment process, a deadline for the Charter Review Committee to report to the governing body in early February 2010 and require the committee to conduct two public meetings on the proposed revisions. On August 25, 2009, the City Council appointed 13 citizens to serve as committee members.

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

The Charter Amendment Committee met eight times and completed a thorough review of the charter. The proposed amendments will be provided at the January 19, 2010 Council Meeting for Council review.

The Council has the following discretion regarding the proposed amendments:

- The proposed amendments may be accepted in whole or part by the Council
- The Council may propose additional amendments to the City's Home Rule Charter
- The Council may elect to conduct a public meeting or multiple public meetings on the proposed amendments
  - State Law does not require public meetings be conducted on proposed amendments to the City's Charter

The following dates are critical to ensuring the election process is followed:

- The statutory last day to call an election is March 8, 2010
  - Special Election must be called on or before the March 2, 2010 Regular Meeting
- Deadline for submitting ballot information to the printer is March 12, 2010

## **3. FINANCIAL IMPACT**

Minimal impact will occur since the matter is planned for placement on the ballot for the City's General Election to be held May 8, 2010.

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

The City Council may take action considered appropriate on the proposed amendments and scheduling of desired public meetings.

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-5

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

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**SUBJECT: Consideration and action on an ordinance updating the City Code of Ordinances for school zones.**

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**1. BACKGROUND/HISTORY**

School zone speed limits must be established by ordinance. Recently Council approved a school zone on Big Divide Road for Taylor Creek Elementary School. The action prompted staff to review the existing ordinance language for accuracy.

**2. FINDINGS/CURRENT ACTIVITY**

Research has shown the City's current school zone speed limit ordinance needs updating. Staff gathered exact measurements and recommends a complete update to the school zone speed limit ordinance.

The proposed ordinance language is attached.

**3. FINANCIAL IMPACT**

All school zones are currently in place. There is no direct cost to the City for the ordinance update.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends adopting an Ordinance updating the City Code of Ordinances for school zones.

**ORDINANCE NO. 2010-04**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS MODIFYING SECTION 18-17 IN ITS ENTIRETY; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE.**

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

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

**SECTION 1.**

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

(1) Mae Stevens Elementary School:

- (a) Martin Luther King Boulevard: Beginning at a point three hundred and fifty-five (355) feet west of Sycamore Drive and ending at a point one hundred and six (106) feet west of Gibson Street, a maximum speed limit of twenty (20) miles per hour.
- (b) Manning Drive: Beginning at a point four hundred and thirty-three (433) feet south of Martin Luther King Boulevard and ending at a point one thousand three hundred and seventy (1,370) feet south in the vicinity of the intersection with Jeffrey Lane, a maximum speed limit of twenty (20) miles per hour.
- (c) Cummings Avenue: Beginning at the intersection of Manning Drive and ending at a point one hundred and thirty-one (131) feet west of Sycamore Drive, a maximum speed limit of twenty (20) miles per hour.

(2) Copperas Cove Junior High School:

- (a) Robertson Avenue: Beginning at a point three hundred and fifty-one (351) feet east of Williams Street and ending at a point one hundred and nineteen (119) feet west of Ridge Street, a maximum speed limit of twenty (20) miles per hour.
- (b) Ridge Street: Beginning at a point one hundred and eighty (180) feet north of Sunny Avenue and ending at the intersection of Bowden Avenue, a maximum speed limit of twenty (20) miles per hour.

(c) Sunny Avenue: Beginning at a point one hundred and nineteen (119) feet west of Ridge Street and ending at the east end of Sunny Avenue, a maximum speed limit of twenty (20) miles per hour.

(d) Williams Street: Beginning at a point one hundred and twenty-one (121) feet south of Rodney Avenue and ending at a point sixty-seven (67) feet south of Manning Drive, a maximum speed limit of twenty (20) miles per hour.

(3) Holly Parsons Elementary/C.R. Clements Intermediate School:

(a) Northern Dancer Lane: Beginning at Joe Morris Drive and ending at a point two hundred and seventy-eight (278) feet northwest of Joe Morris Drive, a maximum speed limit of twenty (20) miles per hour.

(b) Joe Morris Drive: Beginning at Northern Dancer Lane and ending at a point one hundred and twenty-four (124) feet northeast of Ballard Drive, a maximum speed limit of twenty (20) miles per hour.

(c) Risen Star Lane: Beginning at a point seventy-five (75) feet southeast of Nathan Lane and ending at a point two hundred and fifty-four (254) feet northwest of Joe Morris Drive, a maximum speed limit of twenty (20) miles per hour.

(4) Avenue E Alternative School:

(a) 6<sup>th</sup> Street: Beginning at a point one hundred and sixty-six (166) feet south of East Avenue D and ending at Avenue E, a maximum speed limit of twenty (20) miles per hour.

(b) Avenue E: Beginning at the west side of 4<sup>th</sup> Street and ending at 6<sup>th</sup> Street, a maximum speed limit of twenty (20) miles per hour.

(c) South Main Street: Beginning at a point forty-eight (48) feet north of Avenue E and ending at a point sixty-four (64) feet south of Avenue E, a maximum speed limit of twenty (20) miles per hour.

(5) Copperas Cove High School:

(a) West Avenue E: Beginning at a point twenty (20) feet west of South 11<sup>th</sup> Street and ending at the end of Avenue E, a maximum speed limit of twenty (20) miles per hour.

(b) West Avenue D: Beginning at a point fifty-two (52) feet east of South 17<sup>th</sup> Street and ending at a point three hundred and seventy-seven (377) feet west of South 7<sup>th</sup> Street, a maximum speed limit of twenty (20) miles per hour.

(c) West Avenue B (FM 1113): Beginning at a point fifty-two (52) feet west of Courtney Lane and ending at a point fifty-six (56) feet west of North 11<sup>th</sup> Street, a maximum speed limit of thirty (30) miles per hour.

(6) Miss Jewel Elementary/Fairview Elementary School:

- (a) South 5<sup>th</sup> Street: Beginning at a point one hundred sixty-five (165) feet south of Rose Avenue and ending at a point one hundred twenty-five (125) feet south of Meggs Street, a maximum speed limit of twenty (20) miles per hour.
- (b) Veterans Avenue: Beginning at a point twenty-two (22) feet west of Mary Avenue and ending at a point fifty-seven (57) feet east of South 11<sup>th</sup> Street, a maximum speed limit of twenty (20) miles per hour.

(7) Walker Elementary School:

- (a) FM 3046: Beginning at a point four hundred and twenty (420) feet south of South F.M. 116 and ending at South F.M. 116, a maximum speed limit of twenty-five (25) miles per hour.
- (b) South FM 116: Beginning at a point three thousand two hundred and forty-nine (3,249) feet south of U.S. Highway 190 and ending at a point four thousand one hundred and nine (4,109) feet south of Highway 190, a maximum speed limit of twenty-five (25) miles per hour.

(8) Halstead Elementary School:

- (a) North Main Street: Beginning at a point twenty (20) feet southwest of East Halstead and ending at a point fifty (50) feet northeast of West Hogan Drive, a maximum speed limit of twenty (20) miles per hour.
- (b) North First Street (North FM 116): Beginning at a point thirty (30) feet north of Sherman Avenue and ending at a point thirty-three (33) feet north of Lincoln Ave.

(9) Williams Elementary/Lovett-Ledger Intermediate/S.C. Lee Junior High School:

- (a) Courtney Lane: Beginning at a point three hundred and thirteen (313) feet southwest of North 1<sup>st</sup> Street and ending at Linda Lane, a maximum speed limit of twenty (20) miles per hour.
- (b) Fairbanks Street: Beginning at a point eighty-five (85) feet northwest of North 23<sup>rd</sup> Street and ending at a point one hundred and eight (108) feet west of Rob Lane, a maximum speed limit of twenty (20) miles per hour.

(10) Taylor Creek Elementary School:

- (a) Big Divide Road: Beginning at a point five hundred and twenty-four (524) feet north of U.S. Highway 190 and ending at a point two thousand two hundred and sixty-six (2,266) feet north of U.S. Highway 190, a maximum speed limit of twenty (20) miles per hour.

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

**SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**PASSED, APPROVED AND ADOPTED** this 19th day of January 2010, 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

# **City of Copperas Cove**

## **City Council Agenda Item Report**

**January 19, 2010**

### **Agenda Item No. I-6**

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

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**SUBJECT: Consideration and action on a resolution, accepting the Office of Rural Community Affairs 2010 TxCDP Grant No. 729171, awarded for the purpose of water system improvements.**

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

On October 2, 2008, the City Council authorized the Mayor Pro Tem to execute an application for funding with the Office of Rural Community Affairs (ORCA) under the Community Development Block Grant (CDBG) 2009/2010 Funding Cycle for water system improvements and designating a local match commitment of \$50,000. On August 5, 2009, the City received notification from ORCA of the CDBG 2010 grant award in the amount of \$250,000. On September 1, 2009, the City Council authorized the City Manager to execute a contractual agreement with Langford Community Management Services to administer the 2010 CDBG grant on behalf of the City.

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

Acceptance of the grant award by the governing body is required by a resolution.

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

The total of grant matching funds required, if accepted, is \$50,000. Funds totaling the match amount were appropriated in the FY 2010 CIP. A total of \$24,500 was included in the 2009 Limited Tax Notes issuance and \$25,500 is included in the FY 2010 Water and Sewer Fund Non-Departmental Budget (Account #02-4425-8500-7300).

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

City staff recommends that the City Council approve a Resolution accepting the Office of Rural Community Affairs 2010 Grant No. 729171 awarded for the purpose of water line improvements.

**RESOLUTION NO. 2010-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, ACCEPTING THE AWARD OF A GRANT IN THE AMOUNT OF \$250,000 FROM THE OFFICE OF RURAL COMMUNITY AFFAIRS FOR THE CITY'S WATER SYSTEM IMPROVEMENTS PROJECT.**

**WHEREAS,** the City of Copperas Cove, Texas has received notification that is has been awarded a grant of \$250,000 from the State of Texas to assist in the improvement of the City's water system; and

**WHEREAS,** the City has committed \$50,000 as a local cash matching contribution; and

**WHEREAS,** the City of Copperas Cove has a need for these funds in order to construct improvements to the water system.

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

**Section 1:** That the City Council of Copperas Cove hereby accepts the 2010 Community Development Block Grant No. 729171 from the Office of Rural Community Affairs (ORCA) in the amount of a \$250,000 grant to assist in the water system improvements project.

**Section 2:** That the City Council of Copperas Cove hereby accepts the contract agreement including all grant conditions contained therein as evidenced by the contract between the City of Copperas Cove and the Office of Rural Community Affairs (ORCA).

**PASSED, APPROVED, AND ADOPTED** on this 19th day of January 2010 at a regular meeting of the City of Copperas Cove, Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, Section 551.001, et. seq. at which meeting a quorum was present and voted.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-7

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

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**SUBJECT: Consideration and action on a resolution, authorizing signatories in connection with the Office of Rural Community Affairs TxCDBG Grant No. 729171, awarded for the purpose of water system improvements.**

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#### 1. BACKGROUND/HISTORY

On October 2, 2008, the City Council authorized the Mayor Pro Tem to execute an application for funding with the Office of Rural Community Affairs (ORCA) under the Community Development Block Grant (CDBG) 2009/2010 Funding Cycle for water system improvements and designating a local match commitment of \$50,000.

#### 2. FINDINGS/CURRENT ACTIVITY

On August 5, 2009, the City received notification from ORCA of the CDBG 2010 grant award in the amount of \$250,000. Prior to the withdrawal of funds, TCDP requires the City of Copperas Cove to prepare a "Signatories Designation Form" (see attached). The proposed authorized signatories for the following documents are the Mayor, the City Secretary and the City Manager:

- State of Texas Vouchers
- Request(s) for Advance or Reimbursement
- Contract Amendments
- Budget Modifications

#### 3. FINANCIAL IMPACT

The total of grant matching funds required, if accepted, is \$50,000. Funds totaling the match amount were appropriated in the FY 2010 CIP. A total of \$24,500 was included in the 2009 Limited Tax Notes issuance and \$25,500 is included in the FY 2010 Water and Sewer Fund Non-Departmental Budget (Account #02-4425-8500-7300).

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends that the City Council approve a resolution, authorizing signatories in connection with the Office of Rural Community Affairs Grant No. 729171 awarded for the purpose of water system improvements.

**RESOLUTION NO. 2010-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, DESIGNATING REPRESENTATIVES TO EXECUTE VOUCHERS AND CERTAIN REQUESTS FOR ADVANCE OR REIMBURSEMENT AND CONTRACT AMENDMENTS OR BUDGET MODIFICATIONS DURING THE IMPLEMENTATION OF THE 2010 TEXAS COMMUNITY DEVELOPMENT PROGRAM FUNDED WATER LINE SYSTEM IMPROVEMENTS.**

**WHEREAS,** the City of Copperas Cove, Texas has been awarded a grant of \$250,000 from the State of Texas to assist in the improvement of the City's water line system; and

**WHEREAS,** the Texas Community Development Program has requested that before funds be withdrawn, the City of Copperas Cove must prepare a "Signatories Designation Form"; and

**WHEREAS,** the City Council of the City of Copperas Cove has expressed a desire that the authorized signatories be those authorized by the City Council.

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

**Section 1:** That the City Council of Copperas Cove hereby appoints and designates representatives to be authorized signatories for the following documents:

State of Texas Vouchers  
Request(s) for Advance or Reimbursement  
Contract Amendments  
Budget Modifications

**Section 2:** That the representatives designated and authorized by the City Council are:

Mayor  
City Secretary  
City Manager

**PASSED, APPROVED, AND ADOPTED** on this 19th day of January 2010 at a regular meeting of the City of Copperas Cove, Copperas Cove, Texas which meeting was held in compliance with the Open Meetings Act, Tex. Gov't Code, Section 551.001, et. seq. at which meeting a quorum was present and voted.

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John Hull, Mayor

**ATTEST:**

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Jane Lees, City Secretary

**APPROVED AS TO FORM:**

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

**Depository/Authorized Signatories Designation Form  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
DEPOSITORY/AUTHORIZED SIGNATORIES DESIGNATION FORM**

Contractor City of Copperas Cove TxCDBG Contract No. 729171

The financial lending institution listed here will serve as the depository for the Texas Community Development Block Grant Program contract funds:

\_\_\_\_\_  
(Name of Lending Institution)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State Zip Code)

Fund Account Number: \_\_\_\_\_

The individuals listed below are designated by resolution as authorized signatories for contractual documents—(At least two (2) Signatories Required)

John Hull  
(Name)  
Mayor  
(Title)  
\_\_\_\_\_  
(Signature)

Andrea Gardner  
(Name)  
City Manager  
(Title)  
\_\_\_\_\_  
(Signature)

Jane Lees, CMC  
(Name)  
City Secretary  
(Title)  
\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Signature)

**NOTE:** A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-8

Contact – Willie C. Goode, City Council Place 6, 547-4221  
wgoode@ci.copperas-cove.tx.us

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**SUBJECT: Discussion and possible action on removal of the Council Liaison to the Copperas Cove Economic Development Corporation (EDC).**

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#### 1. BACKGROUND/HISTORY

The City's Code of Ordinances state in Section 2-55: *"Ad hoc committees are formed on an 'as needed' basis with a clearly defined purpose and term, as well as reporting requirements. Ad hoc committees may consist of up to two (2) council members recommended by the mayor with concurrence through a motion of the majority of city council members"*.

Section 2-55.1 states: *"The mayor nominates and the city council confirms council member appointments to outside agencies, committees, task forces, boards and commissions"*.

On October 18, 2005, Council Member Ray Don Clayton was appointed to a position on the Board of Directors of the EDC. Council Member Clayton was reappointed to the EDC Council Liaison position on September 18, 2007. On September 16, 2008, he was reappointed to the Council Liaison position and reappointed to the Board of Directors for a three year term to expire in 2011. However, on November 4, 2008, Council Member Clayton was recalled by the voters in a special election.

#### 2. FINDINGS/CURRENT ACTIVITY

On January 5, 2010, Council Member Willie C. Goode requested the removal of Ray Don Clayton as the Council Liaison to the EDC.

#### 3. FINANCIAL IMPACT

None.

#### 4. ACTION OPTIONS/RECOMMENDATION

Council Member Goode recommends a discussion and possible action on the removal of Ray Don Clayton as the Council Liaison to the EDC.

# City of Copperas Cove

## City Council Agenda Item Report

January 19, 2010

### Agenda Item No. I-9

Contact – John Hull, Mayor, 547-4221  
jhull@ci.copperas-cove.tx.us

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**SUBJECT: Consideration and action on appointment of a Council Member to the Liaison position with the Economic Development Corporation (EDC).**

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#### 1. BACKGROUND/HISTORY

The City's Code of Ordinances state in Section 2-55: *"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"*.

On March 3, 2009, Council Member Downard was nominated and approved to serve as the Council Liaison to the EDC. Additionally, a request was made to appoint an alternate Council Liaison. Thus, on March 26, 2009, Council Member Danny Palmer was nominated and approved to serve as the alternate Council Liaison to the EDC.

On December 14, 2009, Council Member Downard requested that an item be placed on the next agenda to consider and take action on the resignation request submitted by Council Member Downard.

#### 2. FINDINGS/CURRENT ACTIVITY

On January 5, 2010, the Council considered and approved Council Member Downard's resignation request from the EDC Liaison position, thus a vacancy in the Liaison position was created.

Section 2-55.1 states: *"The mayor nominates and the city council confirms council member appointments to outside agencies, committees, task forces, boards and commissions"*.

#### 3. FINANCIAL IMPACT

None.

**4. ACTION OPTIONS/RECOMMENDATION**

City staff recommends the City Council confirm the Mayor's nomination for EDC Liaison.

# City of Copperas Cove City Council Agenda Item Report

January 19, 2010

## Agenda Item No. J-2

Contact – Marty Smith, President, Copperas Cove Chamber of Commerce  
547-7571  
president@copperas-cove.com

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**SUBJECT: Chamber of Commerce 4th Quarter Report for 2009.**

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**1. BACKGROUND/HISTORY**

The Chamber of Commerce has an agreement with the City of Copperas Cove to promote the city and bring visitors, tourists, and new families into our city. The City in return funds part of the Chamber's Tourism Budget from the City's Hotel Motel Tax Fund. The Chamber is responsible at the end of each quarter to report to the City Council on how these funds have been used.

**2. FINDINGS/CURRENT ACTIVITY**

The Chamber of Commerce report shows the increase in visitors, dollars spent in our City, and the increase in people moving into our City to live, work, and play. The Chamber has done an outstanding job in promoting our City above and beyond the funds that it receives.

**3. FINANCIAL IMPACT**

The Chamber's Tourism Programs, active interaction with other organizations and chambers, and wide distribution of our brochures bring more dollars into our community each year.

**4. ACTION OPTIONS/RECOMMENDATION**

N/A



**Copperas Cove**

Chamber of Commerce & Visitors Bureau

*The Front Door of the City*

## Copperas Cove Chamber of Commerce Hotel Motel Tax 2009 Budget vs. Actual

	2009 Estimated Tourism Budget	2009 1st Quarter Actual	2009 2nd Quarter Actual	2009 3rd Quarter Actual	2009 4th Quarter Actual	Year to Date 2009 Totals	
Advertising	35,000.00	5,319.60	14,881.94	3,903.47	<b>\$ 2,896.33</b>	27,001.34	
Bank Fees	800.00	62.00	96.76	40.60	<b>\$ 162.00</b>	361.36	
Bike Run Central Texas (All Exp.)*	31,000.00	1,552.74	6,968.16	2,883.24	<b>\$ 7,209.14</b>	18,613.28	
Festivals & Events (All Expenses)*	55,025.00	187.51	30,867.55	14,458.21	<b>\$ 9,990.00</b>	55,503.27	
Gen. & Admin Svc	34,853.00	5,116.87	9,293.88	5,252.11	<b>\$ 5,577.41</b>	25,240.27	
Professional Svc	4,900.00	2,022.50	177.50	550.00	<b>\$ 550.00</b>	3,300.00	
Promotional Support	13,500.00	3,176.48	3,126.59	2,980.31	<b>\$ 2,403.21</b>	11,686.59	
Public Relations	10,875.00	132.32	667.36	376.49	<b>\$ 6,733.09</b>	7,909.26	
Supplies/Printing/Postage	6,800.00	1,853.00	1,436.21	1,749.29	<b>\$ 554.74</b>	5,593.24	
Tourism Event Entertainment	14,150.00	1,000.00	4,849.00	300.00	<b>\$ 1,500.00</b>	7,649.00	
Tourism Salaries	92,823.50	18,316.27	20,469.19	21,517.44	<b>\$ 19,758.00</b>	80,060.90	
<b>Chamber 2009 Est. Tourism Budget</b>	<b>299,726.50</b>	<b>38,739.29</b>	<b>92,834.14</b>	<b>54,011.16</b>	<b>\$ 57,333.92</b>	<b>242,918.51</b>	
<b>2009 City Hotel/Motel Tax Funds Commitment &amp; Additional Funds Request</b>	<b>150,000.00</b>	<b>37,500.00</b>	<b>37,500.00</b>	<b>37,500.00</b>	<b>\$ 67,500.00</b>	<b>180,000.00</b>	
<b>Difference in Budgets</b>	<b>\$ (149,726.50)</b>	<b>\$ (1,239.29)</b>	<b>(55,334.14)</b>	<b>(16,511.16)</b>	<b>10,166.08</b>	<b>(62,918.51)</b>	
<small>Festivals &amp; Bike Run Central Texas*- This does not include advertising dollars for these events; advertising dollars for these events is allocated in advertising category.</small>							
<b>The overage in the budget is paid out of the Chamber "Operating Fund".</b>							
<b>Tourism Event Performance Indicators</b>							
	<b>2008</b>	<b>2008</b>				<b>2009 As of 4th Quarter</b>	
	<b>Participants</b>	<b>Hotel Rooms</b>				<b>Participants</b>	<b>Hotel Rooms</b>
Rabbit Fest	80,000+	46				40280+	37
Bike/Run Central Texas	1435	274				1421	734
Ogletree Gap Fest	5800	18				0	0
Other	630	172				433	96
<b>Tourism Bureau Performance Indicators</b>							
	<b>2008 Actual</b>	<b>2009 Projected</b>				<b>2009 Actual</b>	
			<b>1st Qtr</b>	<b>2nd Qtr</b>	<b>3rd Qtr</b>	<b>4th Qtr</b>	<b>Total YTD</b>
Website Hits	2077465	2776895	441490	551760	500,496	403,802	<b>1,493,746</b>
Membership	426	432	438	388	394	401	<b>1621</b>
Relocation Requests	538	445	124	121	137	124	<b>506</b>
Welcome Bags	7137	6500	971	700	553	897	<b>3121</b>
Visitors Bureau	4421	4200	459	491	1512	972	<b>3434</b>