



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

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

Notice is hereby given that a **Regular Council Meeting** of the City of Copperas Cove, Texas, will be held on the **16th day of March 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. Proclamation: Boys & Girls Club Week, March 21-27, 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. Pursuant to §551.042 of the Texas Open Meetings Act, any deliberation or decision about the subject of inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

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 March 2, 2010. **Jane Lees, City Secretary**
2. Consideration and action on approving the minutes from the regular council meeting on March 2, 2010. **Jane Lees, City Secretary**

3. Consideration and action to approve updated cost for engineering relating to the extension of Constitution Drive. **Dan Yancey, Chair, CCEDC Board of Directors**
4. Consideration and action on awarding the purchase of police uniforms to Miller Uniforms & Emblems, Inc. of Austin, Texas, on a BuyBoard (State Contract). **Eddie Wilson, Police Lieutenant**
5. Consideration and action on the presentation of the 2009 Animal Control Annual Report. **Mike Heintzelman, Deputy Police Chief**
6. Consideration and action on authorizing the City Manager to execute a Professional Services Agreement between River City Engineering, Inc. and the City for engineering services for the Texas Department of Rural Affairs 2010 CDBG Grant No. 729171, awarded for the purpose of water system improvements. **Andrea M. Gardner, City Manager**
7. Consideration and action on granting Council Member Frank Seffrood, Position 7, an excused absence from a regular council meeting. **Jane Lees, City Secretary**
8. Consideration and action on authorizing the Mayor to execute a letter of support to accompany the Cen-Tex Sustainability Partnership submittal of a Letter of Interest to the Environmental Protection Agency (EPA) in response to the 2010 Request for Letters of Interest (RFLI) for Smart Growth Implementation Assistance. **Andrea M. Gardner, City Manager**
9. Consideration and action on granting Council Member Bill L. Stephens, Position 5, an excused absence from a regular council meeting. **Jane Lees, City Secretary**

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on an ordinance amending the 2009-10 fiscal year budget for the City of Copperas Cove for a position update. **Wanda Bunting, Director of Financial Services**
2. Public hearing and action on a Final Plat for the Copperas Cove 190 Business & Industrial Park, Phase Five. **Wesley Wright, P.E., City Engineer**
3. Public hearing and action on an ordinance amending the fiscal year 2010-2014 Capital Improvement Plan and the fiscal year 2010 Capital Improvement budget for the City of Copperas Cove. **Wanda Bunting, Director of Financial Services**

I. ACTION ITEMS

1. Discussion and action on scheduling a Special Meeting of the City Council. **Andrea M. Gardner, City Manager**
2. Consideration and action on a resolution expressing intent to finance expenditures to be incurred for the North Loop Waterline. **Wanda Bunting, Director of Financial Services**
3. Consideration and action upon authorizing the City Manager to execute an agreement with KBR for the North Water Loop design. **Wesley Wright, P.E., City Engineer**
4. Consideration and possible action on authorizing the City Manager to execute an agreement for the lease of space at the Hills of Cove Golf Course for the purpose of preparation and sale of concessions. **Danny Zincke, Assistant Director of Community Services**
5. Consideration and action on an ordinance amending Personnel Policy No. 120, Salary Program Administration. **Kelli Sames, Human Resources Director**
6. Consideration and action on a resolution endorsing certain legislative changes relating to the sunset review of the Texas Public Utility Commission and the special purpose review of the Electric Reliability Council of Texas to enhance the competitive electric market supported by Cities Aggregation Power Project (CAPP), Inc. **Wanda Bunting, Director of Financial Services**
7. Consideration and action on authorizing the Mayor to appoint a Fair Housing/Equal Opportunity/Section 504 Standards Officer for TxCDBG 728267, awarded for the purpose of drainage system improvements and TxCDBG 729171, awarded for the purpose of water system improvements. **Andrea M. Gardner, City Manager**
8. Consideration and action on an Ordinance adopting Section 504 Grievance Procedures for the City of Copperas Cove. **Andrea M. Gardner, City Manager**
9. Consideration and action on an ordinance revising Chapter 19, § 19-67(b) of the Code of Ordinances. **Andrea M. Gardner, City Manager**
10. Consideration and action on establishing an ad hoc committee for the purposes of reviewing Chapter 3 of the Code of Ordinances for the City of Copperas Cove. **Andrea M. Gardner, City Manager**
11. Consideration and action on establishing an ad hoc committee for the purposes of creating a draft Animal Rescue Transfer Program with

established criteria incorporated to provide written requirements for Animal Rescue Organizations desiring to participate in the program. **Andrea M. Gardner, City Manager**

12. Discussion on Chapter 3 of the Code of Ordinances for the City of Copperas Cove. **Andrea M. Gardner, City Manager**
13. Discussion and update on the City Hall Needs Assessment. **Andrea M. Gardner, City Manager**

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

1. Copperas Cove Downtown Association 2009-10 Report. **Betty Price, Copperas Cove Downtown Association**

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 _____, March 12, 2010, on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, TRMC, CMC
City Secretary



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

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

Notice is hereby given that a **Workshop** of the City of Copperas Cove, Texas will be held on the **16th day of March 2010**, at **6:00 p.m.**, in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522 at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP ITEMS

1. Update on Lutheran Church Road. **James Trevino, Assistant Public Works Director.**
2. Provide direction to the City Manager on item C-1 above. **Andrea M. Gardner, City Manager.**

D. ADJOURNMENT

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to the meeting. Please contact the City Secretary at (254) 547-4221, (254) 547-6063 TTY, or FAX (254) 547-5116 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted at _____, **March 12, 2010** on the glass front door of City Hall, a place convenient and readily accessible to the general public at all times.

Jane Lees, TRMC, CMC
City Secretary



PROCLAMATION

- WHEREAS,** The young people of Copperas Cove, Texas are tomorrow's leaders; and
- WHEREAS,** Many such young people need professional youth services to help them cope with a wide range of social and financial hardships; and
- WHEREAS,** The Boys & Girls Club of Coryell County now serves more than 1,000 young people annually; and
- WHEREAS,** The Boys & Girls Clubs are at the forefront of efforts in substance abuse prevention, delinquency prevention, after school programs; and
- WHEREAS,** The Boys & Girls Club organizations in our state help ensure that our young people keep off the streets, offering them a safe and supportive place to go and providing them with quality programs; and
- WHEREAS,** The Boys & Girls Club of Copperas Cove, Texas will celebrate National Boys & Girls Club Week, March 21-27, 2010, along with some 2,000 Clubs and more than 3.7 million young people nationwide.

NOW THEREFORE, I, John Hull, Mayor of the City of Copperas Cove, Texas, do hereby proclaim the week of March 21 – 27, 2010 as:

“Boys & Girls Club Week”

in Copperas Cove, Texas, and call on all citizens to join with me in recognizing and commending the Boys & Girls Club organizations in our state for providing comprehensive, effective services to the young people in our communities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Copperas Cove to be affixed this 16th day of March 2010.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

**CITY OF COPPERAS COVE
CITY COUNCIL WORKSHOP MEETING MINUTES
March 2, 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
Charles E. Zech, City Attorney
Jane Lees, City Secretary

C. WORKSHOP ITEMS

1. Discussion on Northeast Bypass and North Loop Waterline Projects. ***Andrea M. Gardner, City Manager***

Ms. Gardner gave a reports on the two projects listed. A copy of the presentation is attached to and made a part of these minutes.

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

Council consensus was to move forward with the projects as presented.

D. ADJOURNMENT

There being no further business, Mayor Hull adjourned the meeting at 6:40 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

**Update on Northeast Bypass
Project**
State Highway 9

Project Description & Justification

- Description
 - Construct 3.2 miles of roadway connecting Hwy 190 with N. FM 116 including a railroad overpass.
- Justification
 - The project will relieve traffic congestion in the downtown business district by providing a direct access route.

Project Design Status

- Currently
 - 30% complete
 - 60% completion expected by April 2010

Proposed Future Dates

- Groundbreaking Ceremony – August 2010
 - City Manager, Chamber & Ken Roberts
- Construction Let – Late August 2010/Early September 2010

City Committed Funding

- Voters authorized \$1.4M in November 2008
- Plan to issue in May 2010
 - Total \$1.4M
- Funding is to cover the cost of utility relocates with remaining funds used for construction

City Owned Utility Relocates

- Under TxDOT rules, the following City owned utilities would require relocation
 - 12" waterline
 - 6" waterline
 - 21" gravity sewer line
 - 8" gravity sewer line
- The relocation is required due to the proposed roadway grade and alignment
- Cost to relocate all lines will reach and possibly exceed the \$1.4M authorized

Staff & Consultant Plan

- Met with TxDOT officials on 2/4/10 to request an exception to the TxDOT rules
- Sewer Line Request:
 - TxDOT consider the proposed change in roadway grade per existing design
 - If exception approved the following would result:
 - The City allowed to relocate existing 21" gravity sewer with the agreement to abandon the 8" gravity sewer instead of constructing a lift station and force main sewer

Staff & Consultant Plan

- Equates to at least a \$500,000 approximate savings
- Waterline Request:
 - Relocate the both waterlines (12" and 6") to new TxDOT ROW that is currently in conflict

TxDOT & City Partnership

- TxDOT is considering an exception to policy for the City requests with proper justification
- TxDOT agrees to authorize the utility relocates be let with the construction contract
 - City will be required to issue check to TxDOT 45 days in advance of construction let (August/September 2010)
 - Funds should be available by June/July 2010
 - Benefit is cost savings

Northloop Waterline Project
(included in the FY 2010 – 2014 CIP)

Project Description & Justification

- Description
 - Construction of a 30 inch waterline from Wolfe Road to the intersection of Anderson Mountain Road and N. FM 116
- Justification
 - The project was recommended in the Water Model and will be constructed in conjunction with the construction of the Northeast Loop Road. The waterline will eventually terminate at the west side of Cove. The project will provide water needed to facilitate growth in the Northwestern and Southwestern portions of the City.

FY 2010-2014 CIP

- Currently planned for design in 2013 and construction in 2014
- Current CIP Budget - \$2.8M (2010 cost w/o inflation and survey work) for design and construction
- If projects completed in 2014 as planned, the cost is anticipated to be \$4,043,399 (construction) plus \$485,000 (design & survey)

Option for Council Consideration

- TxDOT has agreed to let the project with the construction contract for State Highway 9

Steps for Completion

- Approve reimbursement resolution to provide temporary funding from operating funds for the design only
- Approve Professional Services Agreement for the project design
- Amend the FY 2010-2014 CIP to provide appropriation of funds in FY 2010
- Issue Debt to cover the cost of design & construction
 - Total \$3,263,119 plus \$66,600 in bond issuance

Steps for Completion

- Obtain Right of Entry from Ft. Hood
- Provide Right of Entry to TxDOT
- Approve an Advanced Funding Agreement with TxDOT
- Complete design
- Provide payment to TxDOT 45 days prior to date set for the receipt of the construction bids on State Highway 9

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
March 2, 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 7:00 p.m.

B. INVOCATION AND PLEDGE OF ALLEGIANCE

Rev. Father James Robertson, Holy Family Catholic Church, gave the Invocation and Mayor Hull led the Pledge of Allegiance.

C. ROLL CALL

ALSO PRESENT

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

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

D. ANNOUNCEMENTS

Council Member Downard announced the 12th Annual Golf Fundraiser for Cove House, to be held on Saturday, April 20, 2010 at the Hills of Cove Golf Course.

Andrea M. Gardner, City Manager, announced upcoming Household Hazardous Waste events as follows: 1) March 20, 2010 in Belton at the Expo Center, 301 West Loop 121, from 8:00 a.m. to 1:00 p.m.; 2) May 8, 2010 in Copperas Cove at the Transfer Station, 2605 South FM 116, from 9:00 a.m. to 2:00 p.m.; and 3) June 12, 2010 in Temple at the Nathaniel Mitchell Service Center, 3210 East Avenue H, from 9:00 a.m. to 2:00 p.m.

Ms. Gardner thanked the Holy Family Catholic Church for providing space recently for administering H1N1 shots.

Ms. Gardner announced that the law firm of Denton, Navarro, Rocha & Bernal, P.C., will be holding their annual "Hog Wild" conference and to look for more information on this event in the near future.

E. PUBLIC RECOGNITION

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

Andrea M. Gardner, City Manager, presented the March 2010 recipient with her pin: Ilka Perkins, Animal Control Clerk – 10 years.

2. Proclamation: Fair Housing Month – March 2010. **John Hull, Mayor**

Mayor John Hull read the proclamation.

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.

Diane Steele, 905 North 4th Street. Ms. Steele is concerned about the high electric bills she and her neighbors have received since the new digital meters were installed by Oncor. She encouraged residents to talk to Oncor about their high bills. She said that she contacted them and explained that she has a tool to measure the electricity entering her home, and that it did not match what the new meter was showing. She said that Oncor agreed to change her meter.

Mark Creviston, 1904 Indian Camp Trail. Mr. Creviston is concerned about the large feral cat population in South Park. He said they have done damage to the mulch in his yard and now he must replace it. In addition, he said that they have scratched the hood of his vehicle. He said that Animal Control offered him a live trap, however, he didn't think that one trap would be enough, especially when he often sees 15 or more cats together. Mr. Creviston felt that since South Park is City property, the City should be responsible for controlling the cat population. He also felt that the City is in violation of the City Charter by allowing animals to reside in South Park without the proper shots.

Diane Steele, 905 North 4th Street. Ms. Steele said that she has heard that an animal has to be outside before the Animal Control Officers can be called to pick them up. She said she knows of numerous instances where people let animals into their home that do not have the proper shots and would like to know why Animal Control cannot pick them up as well, if reported.

G. CONSENT ITEMS

1. Consideration and action on approving the minutes from the regular council meeting on February 16, 2010. **Jane Lees, City Secretary**

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

3. Consideration and action on authorizing the City Manager to execute an Agreement with the Cove Saddle Club for use of the property located in front of the City of Copperas Cove Landfill for providing entertainment and recreational activities to the public. **Ken Wilson, Director of Community Services**

Council Member Downard requested item G-4 be removed from Consent for further discussion.

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

4. Consideration and action on approval of a Water Purchase Contract with Cedar Grove Mobile Home Park. **Robert M. McKinnon, Public Works Director**

Robert M. McKinnon, Public Works Director, gave an overview of agenda item G-4.

Council Member Downard made a motion to approve agenda item G-4 as presented. Council Member Palmer seconded the motion, and with a unanimous vote, motion carried.

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on an ordinance establishing a curfew for minors, Article I, Section 13-3 of the City's Code of Ordinances. **Mike Heintzelman, Deputy Police Chief**

Mayor Hull opened the public hearing at 7:23 p.m.

Mike Heintzelman, Deputy Police Chief, gave an overview of agenda item H-1.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:25 p.m.

Council Member Stephens made a motion to approve Ordinance No.2010-10 as presented. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-10

AN ORDINANCE ESTABLISHING A CURFEW FOR MINORS, ARTICLE I CHAPTER 13-3 OF THE CITY'S CODE OF ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

2. Public hearing and action on a Final Plat for Skyline Ridge, Phase One. **Wesley Wright, P.E., City Engineer**

Wesley Wright, City Engineer, gave an overview of agenda item H-2.

Mayor Hull opened the public hearing at 7:27 p.m.

Speaking for: Mike Kreigel of Mitchell & Associates.

Speaking Against: None.

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

Council Member Downard made a motion to approve agenda item H-2 as presented. Council Member Stephens seconded the motion, and with a unanimous vote, motion carried.

3. Public hearing and action on an ordinance amending the 2009-10 fiscal year budget for the City of Copperas Cove for position updates. **Wanda Bunting, Director of Financial Services**

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

Mayor Hull opened the public hearing at 7:29 p.m.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:32 p.m.

Council Member Meredith made a motion to approve Ordinance No. 2010-13 as presented. Council Member Youngs seconded the motion and a roll call vote was taken as follows:

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

Motion failed three to four.

The ordinance caption is as follows:

ORDINANCE NO. 2010-13

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND ENDING ON SEPTEMBER 30, 2010; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

4. Public hearing and action on an ordinance amending the 2009-10 fiscal year budget for the City of Copperas Cove for allocation of Contingency funds. **Wanda Bunting, Director of Financial Services**

Wesley Wright, City Engineer, gave an overview of agenda item H-2.

Mayor Hull opened the public hearing at 7:35 p.m.

Speaking for: None.

Speaking Against: None.

Mayor Hull closed the public hearing at 7:37 p.m.

Council Member Stephens made a motion to approve Ordinance No. 2010-14 as presented. Council Member Seffrood seconded the motion, and with a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-14

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND ENDING ON SEPTEMBER 30, 2010; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

I. ACTION ITEMS

1. Consideration and action on an ordinance amending Sections B and D of Personnel Policy No. 416, Dress and Personal Appearance. ***Kelli Sames, Human Resources Director***

Kelli Sames, Human Resources Director, gave an overview of agenda item I-1.

Council Member Meredith made a motion approve Ordinance No. 2010-12 as presented. Council Member Seffrood seconded the motion and a roll call vote was taken as follows:

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

Motion carried four to three.

The ordinance caption is as follows:

ORDINANCE NO. 2010-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, APPROVING THE ATTACHED PERSONNEL POLICIES AND PROCEDURES OF THE CITY OF COPPERAS COVE BY AMENDING SECTIONS B AND D OF THE CURRENT PERSONNEL POLICY, NO. 416, (DRESS AND PERSONAL APPEARANCE) AND RATIFYING THE REMAINING SECTIONS OF THE PERSONNEL POLICIES AND PROCEDURES MANUAL; AND DECLARING AN EFFECTIVE DATE.

2. Consideration and action on authorizing the City Manager to execute a Pipeline License Agreement with BNSF Railway Company for placement of a wastewater line in

conjunction with the East End Infrastructure (Northeast Sewer Line) project. **Andrea M. Gardner, City Manager**

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

Council Member Goode made a motion authorizing the City Manager to execute a Pipeline License Agreement with BNSF Railway Company for placement of a wastewater line in conjunction with the East End Infrastructure (Northeast Sewer Line) project. Council Member Stephens seconded the motion, and with a unanimous vote, motion carried.

3. Consideration and action on authorizing the City Manager to execute Addenda 2 to the Letter of Agreement between the City of Copperas Cove and Grant Development Services in connection with the Community Development Block Grant (CDBG) 728050 to the Texas Department of Rural Affairs (TDRA). **Andrea M. Gardner, City Manager**

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

Council Member Palmer made a motion authorizing the City Manager to execute Addenda 2 to the Letter of Agreement between the City of Copperas Cove and Grant Development Services in connection with the Community Development Block Grant (CDBG) 728050 to the Texas Department of Rural Affairs (TDRA). Council Member Seffrood seconded the motion, and with a unanimous vote, motion carried.

4. Consideration and action on an ordinance ordering a special election to be held on May 8, 2010, for the purpose of submitting propositions to the voters for proposed amendments to the City Charter. **Charles E. Zech, City Attorney**

Charles E. Zech, City Attorney, gave an overview of agenda item I-4.

Council Member Stephens made a motion to approve Ordinance No. 2010-11 without the changes presented at the last Council Meeting. Council Member Youngs seconded the motion.

Diane Steele, 905 North 4th Street. Ms. Steele said she agreed with the motion.

With a unanimous vote, motion carried.

The ordinance caption is as follows:

ORDINANCE NO. 2010-11

AN ORDINANCE ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 8, 2010, FOR THE PURPOSE OF SUBMITTING PROPOSITIONS TO THE VOTERS FOR PROPOSED AMENDMENTS TO THE CITY CHARTER; ESTABLISHING EARLY VOTING LOCATIONS AND POLLING PLACES FOR THIS ELECTION; AND MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION.

5. Consideration and action on a resolution expressing intent to finance expenditures to be incurred for the Northeast Bypass. **Wanda Bunting, Director of Financial Services**

Wanda Bunting, Director of Financial Services, gave an overview of agenda item I-5.

Council Member Palmer made a motion to approve Resolution No. 2010-12 as presented. Council Member Goode seconded the motion, and with a unanimous vote, motion carried.

The resolution caption is as follows:

RESOLUTION NO. 2010-12

A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED FOR THE NORTHEAST BYPASS.

6. Consideration and action upon authorizing the City Manager to execute an agreement with KBR for utility relocation design associated with the State Highway 9 (Northeast Bypass) project. **Wesley Wright, P.E., City Engineer**

Wesley Wright, City Engineer, gave an overview of agenda item I-6.

Council Member Goode made a motion to authorizing the City Manager to execute an agreement with KBR for utility relocation design associated with the State Highway 9 (Northeast Bypass) project. Council Member Downard seconded the motion, and with a unanimous vote, motion carried.

J. REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS

1. Copperas Cove County Opry first quarter report for FY 2009-10. **William K. Hall, Copperas Cove Country Opry**

Barbara Litz, Copperas Cove Country Opry, gave the first quarter report for FY 2009-10.

K. ITEMS FOR FUTURE AGENDAS

Council Member Seffrood requested an item for the next agenda to excuse him from the March 16, 2010 Council Meeting. 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 7:59 p.m.

ATTEST:

John Hull, Mayor

Jane Lees, City Secretary

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. G-3

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

SUBJECT: Consideration and action to approve updated cost for engineering relating to the extension of Constitution Drive.

1. BACKGROUND/HISTORY

CCEDC approved a contract for \$95,000 on November 20, 2008 for engineering services for the extension of Constitution Drive.

2. FINDINGS/CURRENT ACTIVITY

CCEDC has made revisions to the original plans for the extension of Constitution Drive which necessitated reconfiguring the engineering for Constitution Drive. CCEDC approved the additional expenditure as of March 11, 2010 at the CCEDC Special Board Meeting.

3. FINANCIAL IMPACT

\$28,200 reduction of CCEDC funds under Capital Projects – Architectural and Engineering.

4. ACTION OPTIONS/RECOMMENDATION

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

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

PROJECT INITIATION FORM

Project No.: 2-01353

Date: 8/29/2008

Project Manager: Otto Wiederhold

Client Name: Copperas Cove Economic Development Corporation

Project Name: Extension of Constitution Drive & Platting Subdivision

Project Type: Development Client Type: Government (Government, Industrial

Contact: Monica Hull Institutional, Private)

Address: 210 South First Street

City: Copperas Cove State: Texas Zip: 76522

Phone No. (254) 547-7874 Fax No. (254) 547-7388

| Phase | Description | Budget | Revision ± 02/10/10 | Revised Budget | Revision ± | Revised Budget |
|---------------------|---------------------------------|------------------|------------------------|-------------------|---------------|-------------------|
| 11 | Boundary Survey | | | | | |
| 12 | Topographic Survey | 7,000.00 | | 7,000.00 | 2,500.00 | 9,500 |
| 13 | Preliminary Plat | 3,000.00 | | 3,000.00 | | 3,000 |
| 14 | Final Plat | 3,000.00 | 3,000.00 | 6,000.00 | 3,800.00 | 9,800 |
| 16 | Easements | | | | | |
| 17 | Preliminary Lot Staking | 1,000.00 | | 1,000.00 | | 1,000 |
| 18 | Rezoning | | | | | |
| 20 | Masterplan/Study/Report | | | | | |
| 30 | Preliminary Design | 30,000.00 | | 30,000.00 | | 30,000 |
| 40 | Final Design | 20,000.00 | 8,000.00 | 28,000.00 | 10,000.00 | 38,000 |
| 50 | Bidding/Negotiating | 2,000.00 | -1,000.00 | 1,000.00 | 1,000.00 | 2,000 |
| 60 | Construction Administration | 7,000.00 | -3,000.00 | 4,000.00 | 3,000.00 | 7,000 |
| 65 | Construction Staking | 10,000.00 | -5,000.00 | 5,000.00 | 5,000.00 | 10,000 |
| 66 | Lot Pinning | 1,000.00 | | 1,000.00 | 900.00 | 1,900 |
| 70 | Resident Project Representative | 10,000.00 | -2,000.00 | 8,000.00 | 2,000.00 | 10,000 |
| 80 | Additional Services | | | | | |
| | | | | | | |
| | | | | | | |
| 100 | Outside Consultants | | | | | |
| | | | | | | |
| | | | | | | |
| 199 | Reimbursables | 1,000.00 | | 1,000.00 | | 1,000 |
| | | | | | | |
| Total Amount | | 95,000.00 | 0 | 95,000.00 | 28,200 | 123,200 |

Business Development File

Project File(s)

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. G-4

Contact – Eddie Wilson, Police Lieutenant, 547-8222
ewilson@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on awarding the purchase of police uniforms to Miller Uniforms & Emblems, Inc. of Austin, Texas, on a BuyBoard (State Contract).

1. BACKGROUND/HISTORY

The Police Department has fifty-six (56) sworn officers who wear city issued police uniforms. The current police uniform contract between the City of Copperas Cove and Miller Uniforms & Emblems, Inc. expired on September 30, 2009.

2. FINDINGS/CURRENT ACTIVITY

Miller Uniforms & Emblems, Inc. of Austin, Texas, is part of the TASB BuyBoard State Cooperative. Attached is a quotation from Miller Uniforms & Emblems, Inc. BuyBoard contract for police uniforms.

3. FINANCIAL IMPACT

Funds have been appropriately budgeted in the Police Department's uniform expenditure account.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Manager is expressly authorized to execute a contract for police uniforms to Miller Uniforms & Emblems for a one (1) year period through the TASB BuyBoard Cooperation.

Eddie Wilson - Police Dept.

From: Bob Miller [bobmiller@milleruniforms.com]
Sent: Monday, March 01, 2010 11:48 AM
To: Eddie Wilson - Police Dept.
Subject: FW: Blauer Buy Board Quote

See below

From: Bob Miller
Sent: Thursday, February 25, 2010 11:54 AM
To: 'ewilson@ci.copperas-cove.tx.us'
Subject: FW: Blauer Buy Board Quote

Lt. Wilson,

We are pleased to offer the following Blauer BuyBoard Quotation (Contract #284-08):

Blauer #8713X-04: \$43.75ea. (Short Sleeve Shirts With Zippers)
Blauer #8703X-04: \$47.75ea. (Long Sleeve Shirts With Zippers)
Blauer #8810X-04: \$61.25ea. (Side Pocketed Cargo Pants)
Blauer #6125-04: \$159.50ea. (Jackets)
Blauer #8130-04: \$49.50ea. (Pullover Knit Shirts)

Above prices include custom fittings (at your agency), alterations, and any patch applications.

Blauer #339P: \$53.90ea. (Hi-Vis Vests)

Prices quoted do not include any oversize charges.

Prices are valid for 12 months from the date of City of Copperas Cove approval.

Additionally, potential 12 month extensions will be visited prior to the expiration of the initial 12 month period.

Sincerely,

Bob Miller
Miller Uniforms & Emblems, Inc.
650 Canion St.
Austin, TX. 78752
Phone: (512) 302-5541
Fax: (512) 302-5516
Website: <http://www.MillerUniforms.com>

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. G-5

Contact – Mike Heintzelman, Deputy Police Chief, 547-8222
mheintzelman@ci.copperas-cove.tx.us

SUBJECT: Consideration and action on the presentation of the 2009 Animal Control Annual Report.

1. BACKGROUND/HISTORY

The Animal Control Department was placed under the Police Department in October 2001 and since 2003 an Annual Report has been prepared.

2. FINDINGS/CURRENT ACTIVITY

The information that is collected annually covers the time period from January 1 through December 31 of each year. The report is designed to inform the governing body and citizens about the functions and efforts of the Animal Control Department.

3. FINANCIAL IMPACT

There is no financial impact.

4. ACTION OPTIONS/RECOMMENDATION

No action is required by the governing body.



Animal Control Annual Report 2009

Mission Statement

The mission of the Copperas Cove Animal Control is to maintain a sanitary and disease-free shelter, to improve quality of life for sheltered animals and to preserve a safe community environment by securing stray and abandoned animals.

Copperas Cove

Animal Control



2009

Annual Report



“The City Built for Family Living”

Animal Control

To The Honorable Mayor, City Council, City Manager, and Citizens of Copperas Cove:

Animal Control was placed under the Police Department in October 2001 and since 2003 a Copperas Cove Animal Control Annual Report has been prepared for you and we take great pleasure in presenting it. This is the seventh making of the Copperas Cove Animal Control Annual Report. We are constantly improving on this report to bring the most concise data possible.

This report is designed to inform you about the functions and efforts of our Animal Control Department. In reviewing this report, you may discover aspects of the Animal Control Department that you were not previously aware of. It is our intention to serve the citizens of this community in the most professional, effective and efficient manner possible. The Animal Control Officers are experienced and highly trained. All of our Animal Control Officers are state certified Animal Control Officers and are state certified to euthanize animals. The continuous training is a major contributing factor as to why we have such a professional staff at our Animal Control Facility.

The Animal Control Advisory Committee was approved by City Council in June of 2005. This committee is comprised of the Deputy Chief of Police, the Animal Control Supervisor, a licensed veterinarian, two municipal officials, and a representative from an animal welfare organization. An additional member to the board was added by council during 2009, this additional member being a member of the community. The board currently consists of six members. The primary function of the committee is to assist the Animal Control Department in communication awareness to the citizens of Copperas Cove regarding services, procedures, and compliance with city ordinance and state laws and to make recommendations for improvements on programs and services to better serve the community.

The Animal Control Officers make every attempt to keep our community safe by eliminating the streets of stray and vicious animals and by strict enforcement of rabies vaccinations, animals running at-large and setting up Dangerous Animal Hearings when warranted. The statistics show a 13% increase in the number of citations issued in 2009 compared to that of 2008. This increase is attributed to the large number of people that adopted animals from the shelter and failed to comply with the state law requirements such as having the adopted pet sterilized, micro-chipped, and rabies vaccinated. There was also a 70% increase in the number of charges filed for domestic pet at large this is an effort to hold animal owners responsible for their pets to reduce the number of animal attacks within the city. Also it should be noted that the overall number of domestic animals impounded dropped 6% during 2009. We can possibly contribute some of this decrease by their strict enforcement efforts in the past and that more people are becoming responsible pet owners. It is of the utmost importance to make this city safe from animal attacks and this is accomplished by eliminating stray animals roaming.

On behalf of the members and volunteers of the Copperas Cove Animal Control Department, I wish to thank each of you for your continued support that you have provided to us and let you know that we look forward to serving the citizens of this great community.

Sincerely,

*Mike Heintzelman
Deputy Chief of Police*

Table

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| <i>Calls for Service</i> | <i>-----page 6</i> |
| <i>Hours Worked</i> | <i>-----page 7</i> |
| <i>Citations Issued</i> | <i>-----page 8</i> |
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| <i>New City Animal Ordinance on Dangerous Animals (enacted 060209)</i> | |
| <i>Appendix...Definitions</i> | |

Department

Organization



Animal Control Department Organization

Organization

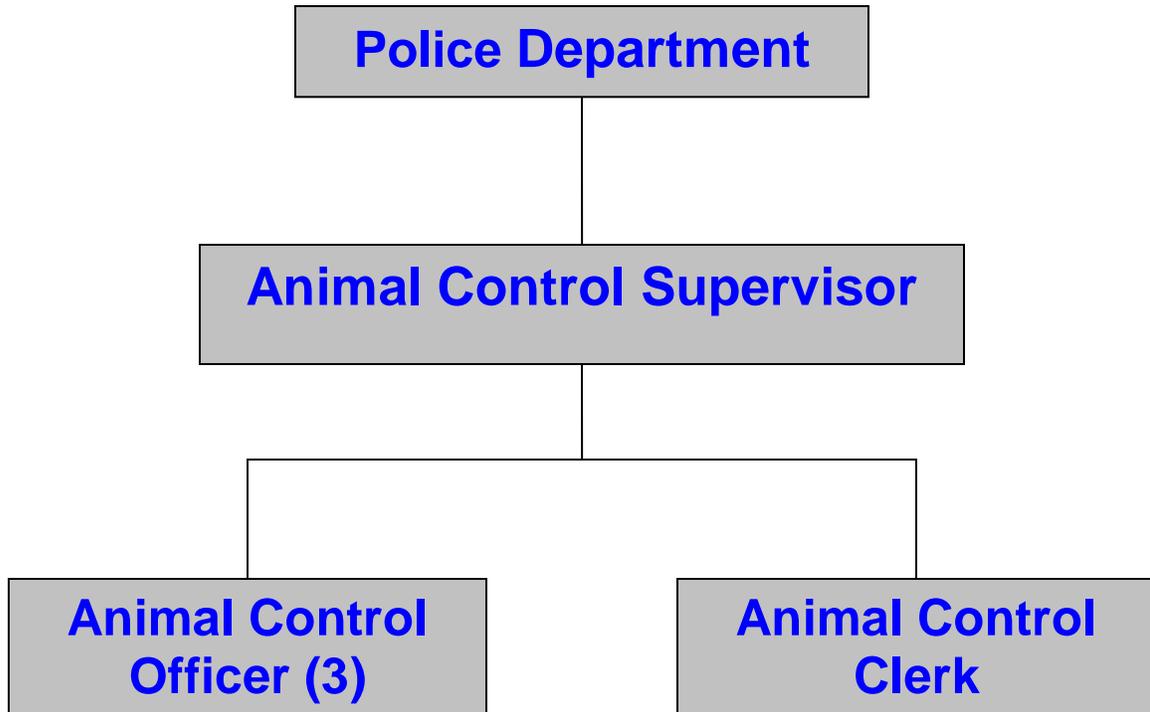
The Copperas Cove Animal Control Department consists of a total of five employees, one supervisor, three Animal Control Officers, and one clerk. Normal business and day to day operations are monitored and supervised by the Animal Control Supervisor. This department falls within the umbrella and chain of command of the Police Department. The Deputy Police Chief has direct supervision over Animal Control.

Animal Control serves to provide and maintain a healthy, safe and sanitary shelter for animals housed at the facility. Equally important is patrolling the city to locate and take possession of strays, ill, injured, deceased and/or dangerous or vicious animals and transport these animals back to the facility. Once at the facility, animals are either reclaimed by the owner, adopted, held for court disposition, transferred to the Humane Society or humanely euthanized. Animal Control Officers must also track and report animal cruelty and investigate animal bites, quarantine animals, and send suspected rabies specimens to the Texas Department of Health for testing. They also track adopted animals to ensure rabies vaccinations and sterilizations are completed as required by Texas law.

Animal Control Officers issue citations for failure to comply with the adoption agreement, failure to license animals, violating the leash ordinance, and all other violations of city ordinances and state law. The department also educates the public through the media and one on one contact regarding health and safety issues relating to animals and the citizens of Copperas Cove.

The Animal Control facility is open six days a week to serve the community. Animal Control Officers are on call after normal business hours and respond to animal calls that require immediate action.

Copperas Cove Animal Control Department



The mission of the Copperas Cove Animal Control is to maintain a sanitary and disease-free shelter, to improve quality of life for sheltered animals, and to preserve a safe community environment by securing stray and abandoned animals.

5 Full Time Employees

Copperas Cove Animal Control Department



*From left to right

- 640 **Ernie Lee**, Animal Control Supervisor
- 644 **Ilka Perkins-Hagen**, Clerk
- 643 **Stephanie Powell**, Animal Control Officer
- 641 **Jorge Oliveras**, Animal Control Officer
- 642 **Beau Brabbin**, Animal Control Officer

“Our goal is retaining our qualified and certified personnel to better serve the community.”

Impound



Report

Animal Control Impound Report 2009

J F M A M J J A S O N D TOTAL

DOGS

Impounded
Adopted
Returned to Owner
Euthanized
Adoption Exchange
Safekeeping return
Escape from Impound
Died while in Impound
License issued by CITY
License issued by VET
Resident Surrendered
Non Res Surrendered
Humane Rescue

| | | | | | | | | | | | | |
|-----|----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 96 | 81 | 123 | 115 | 108 | 81 | 125 | 105 | 100 | 122 | 88 | 86 | 1230 |
| 51 | 35 | 60 | 38 | 30 | 36 | 38 | 40 | 34 | 29 | 30 | 60 | 481 |
| 44 | 33 | 41 | 58 | 45 | 31 | 45 | 36 | 41 | 64 | 28 | 27 | 493 |
| 31 | 36 | 61 | 35 | 44 | 59 | 57 | 43 | 41 | 45 | 31 | 34 | 517 |
| 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 5 |
| 4 | 7 | 6 | 7 | 3 | 4 | 7 | 5 | 7 | 3 | 3 | 3 | 59 |
| 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 | 1 | 1 | 5 |
| 27 | 27 | 19 | 26 | 0 | 15 | 29 | 24 | 11 | 30 | 10 | 8 | 226 |
| 297 | 58 | 76 | 822 | 9 | 139 | 714 | 157 | 122 | 493 | 116 | 117 | 2748 |
| 24 | 28 | 22 | 21 | 16 | 33 | 30 | 22 | 18 | 16 | 16 | 22 | 268 |
| 7 | 5 | 13 | 9 | 7 | 4 | 8 | 5 | 4 | 4 | 5 | 9 | 80 |
| 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |

CATS

Impounded
Adopted
Returned to Owner
Euthanized
Adoption Exchange
Safekeeping return
Escape from Impound
Died while in Impound
License issued by CITY
License issued by VET
Resident Surrendered
Non Res Surrendered
Humane Rescue

| | | | | | | | | | | | | |
|----|----|----|-----|-----|-----|----|----|----|----|----|----|-----|
| 41 | 30 | 32 | 66 | 110 | 78 | 66 | 39 | 68 | 70 | 43 | 38 | 681 |
| 9 | 9 | 11 | 20 | 8 | 11 | 13 | 13 | 10 | 9 | 2 | 12 | 127 |
| 4 | 1 | 0 | 1 | 0 | 0 | 0 | 2 | 1 | 0 | 2 | 1 | 12 |
| 36 | 26 | 27 | 42 | 97 | 117 | 63 | 30 | 74 | 57 | 47 | 35 | 651 |
| 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 0 | 0 | 0 | 4 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 9 |
| 12 | 2 | 1 | 4 | 0 | 2 | 5 | 4 | 1 | 5 | 0 | 1 | 37 |
| 95 | 20 | 27 | 148 | 5 | 45 | 98 | 39 | 28 | 77 | 15 | 27 | 537 |
| 8 | 5 | 13 | 3 | 12 | 30 | 12 | 10 | 9 | 4 | 5 | 5 | 116 |
| 1 | 0 | 1 | 1 | 0 | 2 | 5 | 0 | 0 | 1 | 0 | 2 | 13 |
| 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |

* The above numbers of euthanized animals also include a total of 275 animals that were euthanized at the request of the owner.

Animal Control Impound Report 2009

J F M A M J J A S O N D TOTAL

FERRETS/RABBITS/OTHER

| | | | | | | | | | | | | | |
|------------------------|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Impounded | 0 | 0 | 0 | 1 | 0 | 1 | 2 | 1 | 0 | 0 | 0 | 0 | 5 |
| Adopted | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Returned to Owner | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Euthanized | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Adoption Exchange | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Safekeeping return | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Escape from Impound | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Died while in Impound | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| License issued by CITY | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| License issued by VET | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Resident Surrendered | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Non Res Surrendered | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Humane Rescue | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 |

WILDLIFE/LIVESTOCK

| | | | | | | | | | | | | | |
|-------------------------|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| Impounded | 3 | 6 | 5 | 17 | 19 | 20 | 28 | 20 | 22 | 15 | 21 | 8 | 184 |
| Reclaim | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Returned to Nature | 1 | 3 | 2 | 7 | 13 | 15 | 19 | 17 | 17 | 7 | 14 | 6 | 121 |
| Euthanized | 2 | 3 | 4 | 10 | 4 | 3 | 7 | 2 | 5 | 8 | 7 | 2 | 57 |
| Humane Rescue | 0 | 0 | 0 | 0 | 2 | 2 | 2 | 1 | 0 | 0 | 0 | 0 | 7 |
| Permit issued (Exotic) | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 10-45 Deer | 13 | 5 | 7 | 7 | 5 | 15 | 9 | 7 | 8 | 12 | 13 | 10 | 111 |
| 10-45 All Other Animals | 27 | 25 | 23 | 29 | 52 | 48 | 27 | 37 | 29 | 36 | 35 | 28 | 396 |
| Livestock surrendered | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| BITE REPORTS | 3 | 3 | 2 | 7 | 5 | 3 | 4 | 5 | 3 | 3 | 3 | 4 | 45 |

MONTHLY TOTALS:

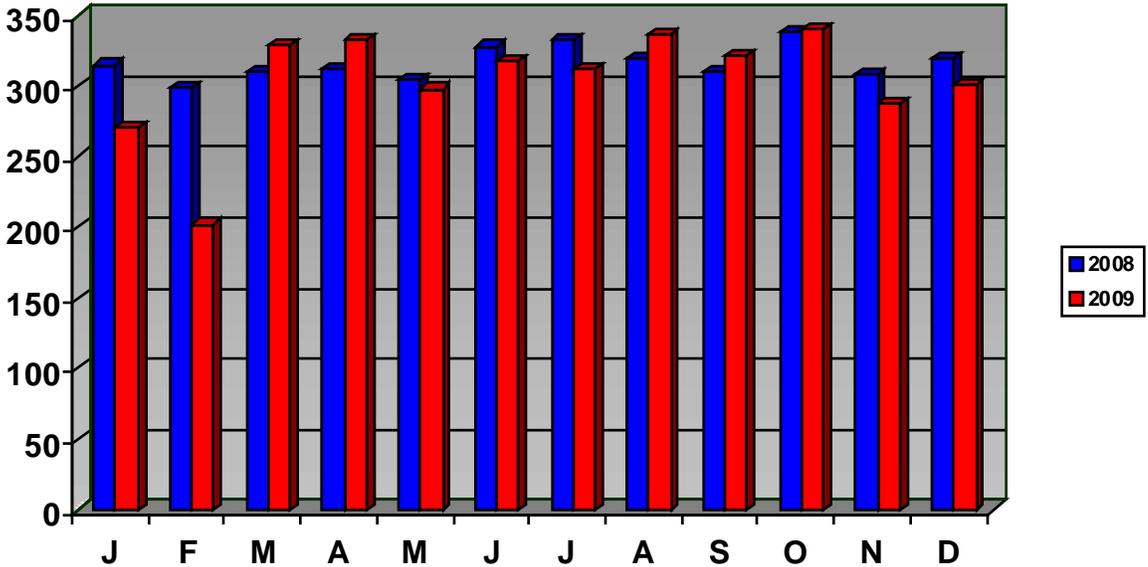
| | | | | | | | | | | | | | |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| DOMESTIC IMPOUNDED: | 137 | 111 | 155 | 181 | 218 | 159 | 191 | 144 | 168 | 192 | 131 | 124 | 1911 |
| DOMESTIC ADOPTED: | 60 | 44 | 71 | 58 | 38 | 47 | 51 | 53 | 44 | 38 | 32 | 72 | 608 |
| DOMESTIC RETURNED: | 49 | 34 | 41 | 59 | 45 | 31 | 45 | 38 | 42 | 64 | 30 | 28 | 506 |
| DOMESTIC EUTHANIZED: | 67 | 62 | 88 | 77 | 141 | 176 | 120 | 73 | 115 | 102 | 78 | 69 | 1168 |
| QUARANTINE RETURN TO OWNER: | 2 | 2 | 2 | 3 | 3 | 0 | 1 | 3 | 3 | 1 | 2 | 2 | 24 |
| ADOPTION EXCHANGE: | 0 | 1 | 3 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | 7 |
| SAFEKEEPING RETURN: | 2 | 5 | 4 | 4 | 0 | 4 | 6 | 2 | 4 | 2 | 1 | 1 | 35 |
| ESCAPE FROM IMPOUND: | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 |
| DIED WHILE IN IMPOUND: | 0 | 0 | 0 | 4 | 1 | 4 | 3 | 0 | 0 | 0 | 1 | 1 | 14 |
| WILDLIFE NATURE REL: | 1 | 3 | 1 | 7 | 13 | 15 | 19 | 17 | 17 | 7 | 14 | 6 | 120 |
| W/L HUMANE RESCUE: | 0 | 0 | 0 | 0 | 2 | 2 | 2 | 1 | 0 | 0 | 0 | 0 | 7 |
| OWNER PERMISSON TO EUTHANIZE AFTER BITE: | 1 | 0 | 1 | 2 | 0 | 1 | 2 | 0 | 0 | 0 | 0 | 0 | 7 |

Calls

For

Service

Animal Control Calls For Service 2009



The chart above compares calls for service for 2008 and 2009, and indicates a 4% decrease in the number of calls for service this year. This is a total number of all calls that either citizens or the Police Department request Animal Control for assistance to either capture an animal, rescue an injured animal, animal attacks and bites, and any other calls for assistance pertaining to animals. After normal work hours calls for assistance for Animal Control are made only through the Police Department.

Total calls for service in the year of 2009 is **3647** as compared in the year of 2008 which was **3798**. In the year of 2008 a total of 322 calls were handled in the recently annexed areas of the city as compared to this past year of 2009 in which 241 were handled.

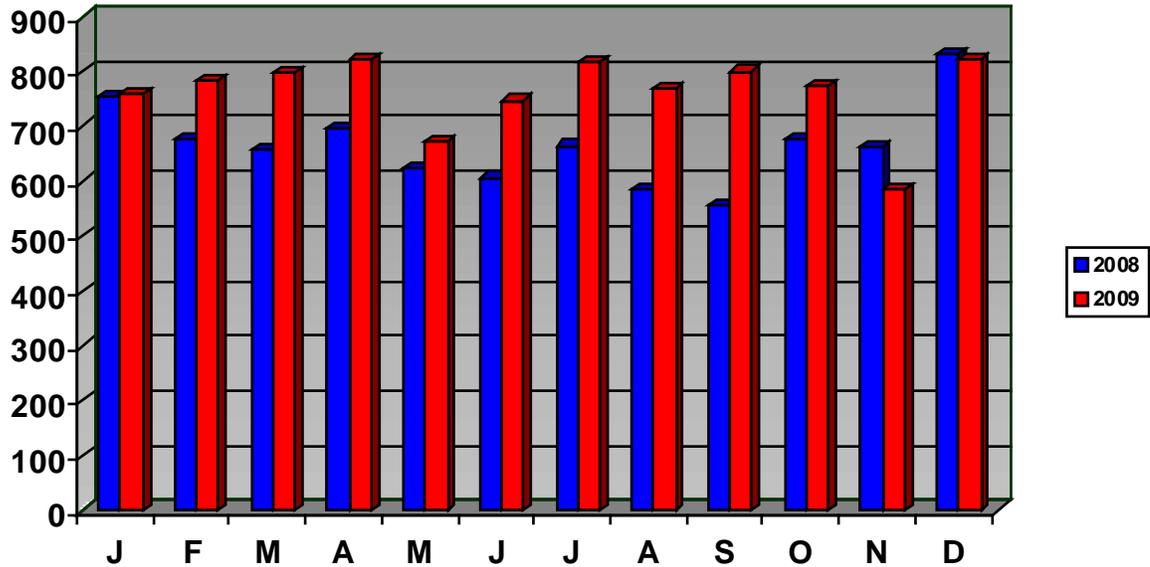


Department

Hours

Worked

Animal Control Hours Worked 2009



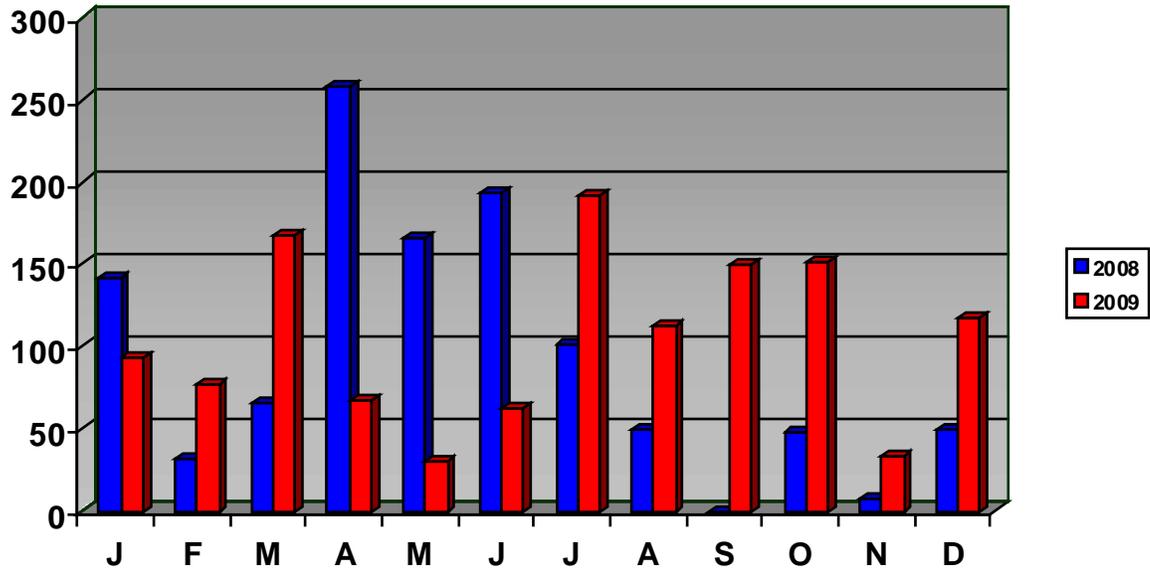
Animal Control Officers normally work a 40 hr work week but are subject to respond on a 24 hour on-call status and are called out for emergency situations by the Police Department. The chart above compares hours worked for 2008 and 2009, and indicates a 15% increase in the number of hours worked this year.



Citations

Issued

Animal Control Citations Issued 2009



Comparing the total number of hard citations in 2008 to 2009, we can see an increase by 13% in the number of citations issued. In **2008**, there were **1114** citations issued and in **2009** there were **1254** citations issued. A breakdown of specific charges filed is contained on page 9 of this Annual Report.



Positive Rabies Cases in Coryell County:

2008 2 skunks, 1 raccoon *total=3

2009 1 bat, 1 cat, 3 skunks, 1 raccoon *total=6

Charges

Filed

Animal Control Charges Filed 2009

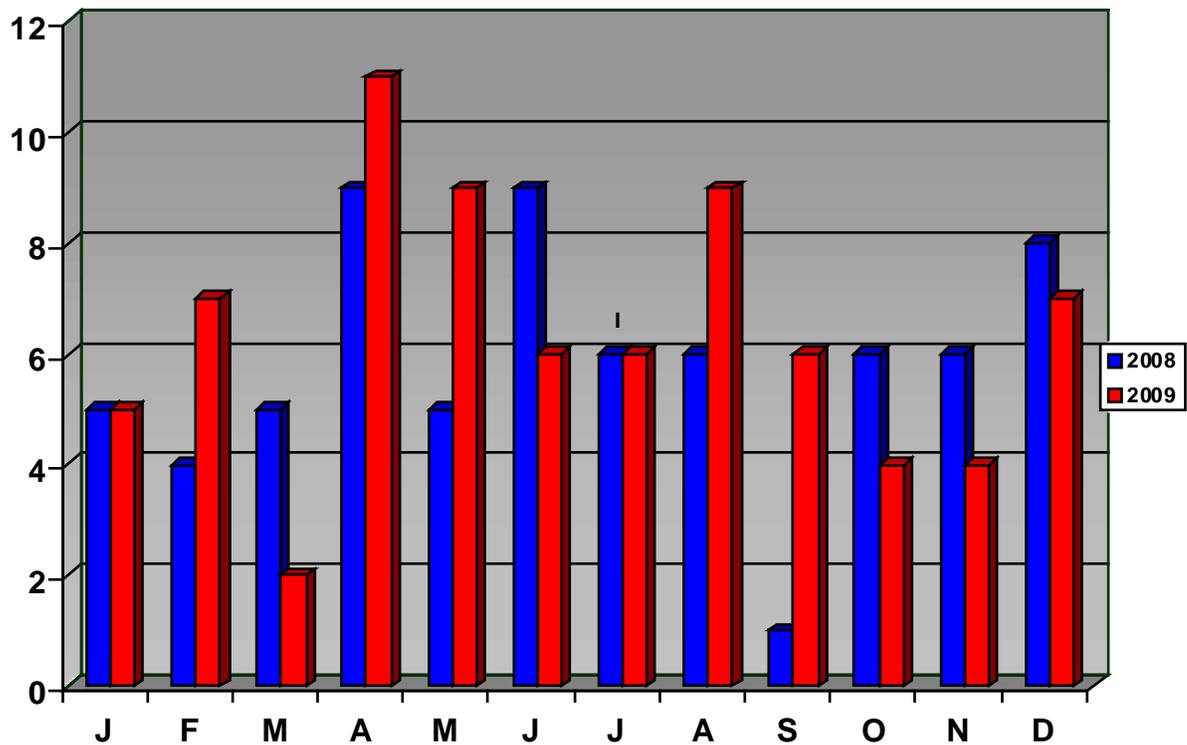
| CHARGE | TOTAL |
|--|--------------|
| Sec 3-10 Public Nuisance Animal | 5 |
| Sec 3-13 Animal Confinement in Vehicle/Trailer | 2 |
| Sec 3-23 Sanitation Requirements | 1 |
| Sec 3-24 Cruelty to Animals | 1 |
| TPC 42.09 Cruelty to Animals | 2 |
| Sec 3-33 No City License | 76 |
| Sec 3-36 No Collar When Required | 22 |
| Sec 3-39 Violate Number of Animals | 1 |
| Sec 3-40 Female Animal in Heat | 1 |
| Sec 3-46 Domestic Pet at Large | 236 |
| HSC 828.077 Unlawful Restraint | 3 |
| Sec 3-60 No Rabies Vaccination | 317 |
| Sec 3-64 Violate Quarantine | 5 |
| HSC 828.035 Fail to Microchip/Tattoo | 264 |
| Sec 3-90 Dangerous Admin Animal Hearing | 13 |
| Sec 3-93 Violate Administrative Order | 6 |
| THSC 828.002 Fail to Sterilize Animal | 299 |
| TOTAL | 1254 |



Incident

Reports

Animal Control Incident Reports 2009



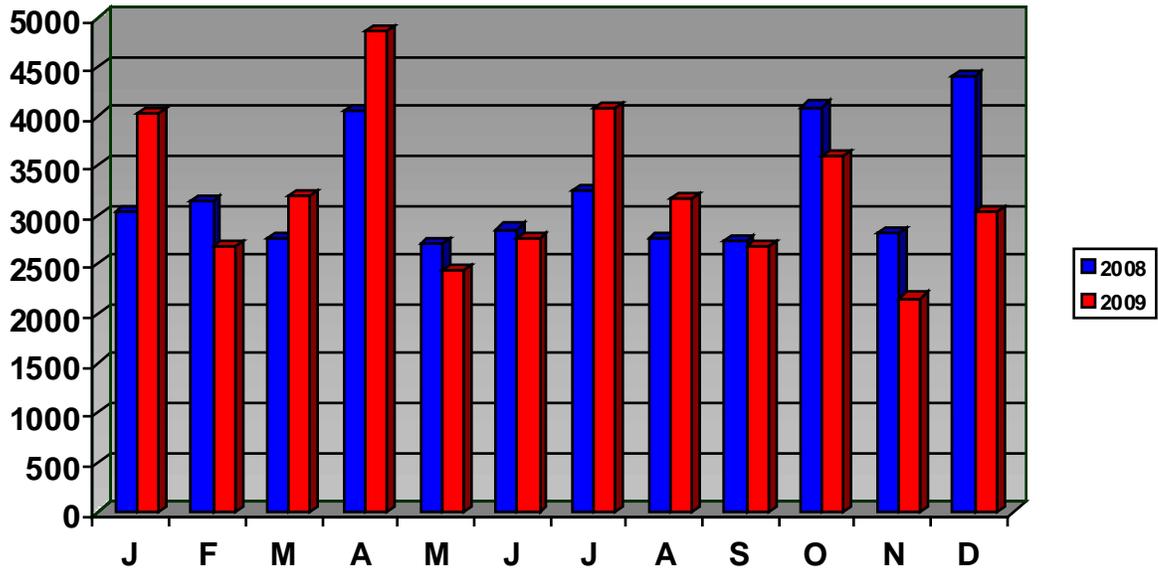
The chart above compares incident reports taken for 2008 and 2009, and indicates an increase of 9% this year. In **2008**, there were **70** reports taken and in **2009** a total of **76** were taken.

Incident reports are always filed were there is a potential of contracting rabies such as animal attacks and bites as well as cat scratches. Reports are also taken for public nuisances, cruelty to animals, and other cases deemed necessary by the Animal Control Officers.

Cash

Collected

Animal Control Cash Collected 2009



The chart above compares total cash collected for 2008 and 2009, and indicates a very slight increase for this year. Cash collected for 2008 was **\$38,635.25** and 2009 was **\$38,714.30**. This money is received from impound fees, surrender fees, animal licenses, microchips and adoption fees.

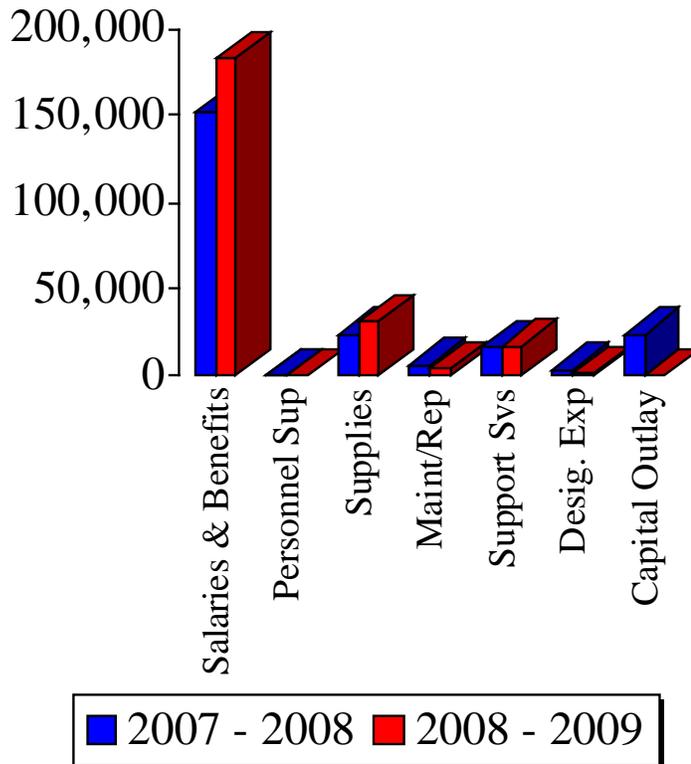
Department

Budget

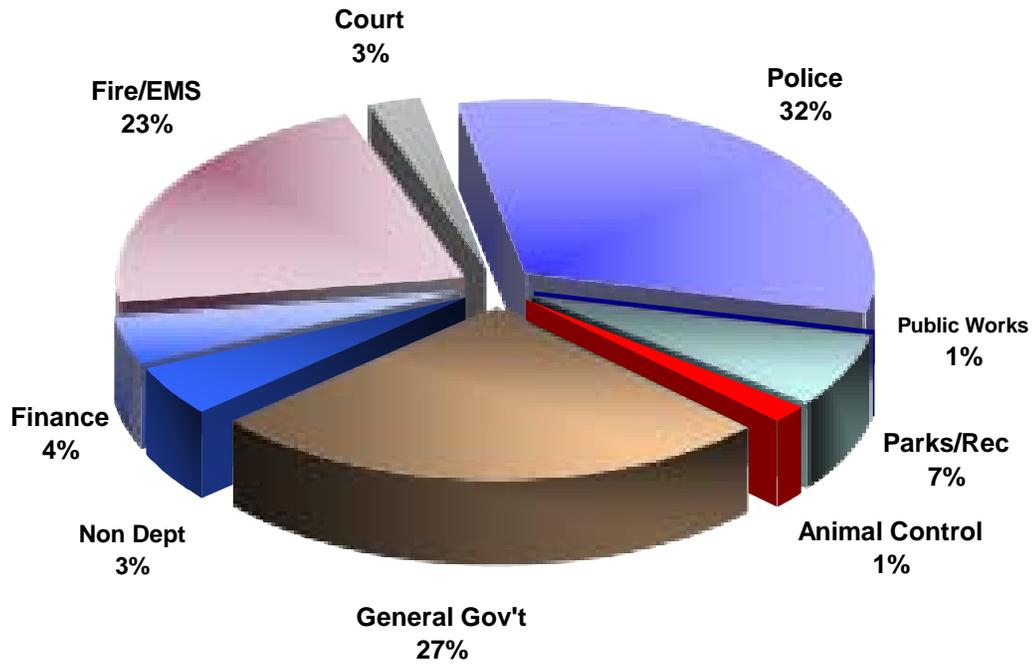
Animal Control Department Budget

| BUDGET EXPENSES | 2007-2008 | 2008 - 2009 |
|----------------------|-----------|-------------|
| Salaries & Benefits | \$151,992 | \$183,285 |
| Personnel Support | \$186 | \$0 |
| Supplies & Materials | 24,199 | 31,220 |
| Maintenance & Repair | 6,222 | 4,942 |
| Support Services | 16,499 | 17,313 |
| Designated Expenses | 3,772 | 1,400 |
| Capital Outlay | 23,835 | 0 |

**Animal Control Budget
2007 - 2008 / 2008 - 2009**



Animal Control Department Budget



*New City
Animal
Ordinances*



ORDINANCE NO. 2009-14

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

WHEREAS, the City Council of the City of Copperas Cove wishes to improve the efficiency of their various internal departments; and

WHEREAS, Texas Local Government Code § 822.047 authorizes the City of Copperas Cove to enact additional requirements and regulations than imposed and required by state law; and

WHEREAS, Texas Local Government Code § 822.041 defines "Animal Control Authority" as a municipal animal control office with authority over the areas where animals are kept within the municipality; and

WHEREAS, Texas Local Government Code § 822.0421 authorizes the animal control authority to make a determination that a dog is dangerous; and

WHEREAS, in order to make the Code of Ordinances conform in a more efficient manner to the changes and requirements of state law the City Council has determined the following amendments to the Code of Ordinances are necessary and property.

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

Section 1. Article I. Section 3-1 Definitions "Animal administrative officer" is hereby deleted and repealed.

Section 2. Article I. Section 3-1 Definitions "Animal Control Supervisor" is hereby amended to read as follows:

Animal control supervisor shall mean the person designated by the city manager who is the animal control authority responsible for the management and administration of the animal control department in addition to enforcing the provisions of this chapter.

Section 3. Article XI. Section 3-91, *Investigation of Attack* is hereby amended to read as follows:

(a) If a person reports an incident described by section 3-90, an animal control officer shall investigate the incident. If, after receiving the statements of any witnesses and completion of the investigation, the animal control supervisor and the animal control supervisor's immediate supervisor reasonably believes that the dog, cat, or other animal is dangerous or vicious, then the animal control supervisor shall notify the owner of the determination.

(b) For all occurrences not covered by this chapter, the Animal Control Supervisor may follow the procedures outlined in Chapter 822 of the Texas Health and Safety Code.

Section 4. Article XI Section 3-91-1, *Requirements for Owner of Dangerous Animal*

is hereby added and shall read as follows:

(a) Not later than the 30th day after the person learns that it is the owner of a dangerous animal, the person shall:

- (1) Ensure that the dangerous animal be kept muzzled at all times it leaves its secure enclosure;
- (2) Register the animal with animal control department as being declared a dangerous animal;
- (3) Have the animal sterilized by a veterinarian if the animal is over six (6) months old, or sterilized by the 30th day after the animal becomes six (6) months old;
- (4) Have the animal identified by a microchip device;
- (5) Have the animal identified with a dangerous animal tag and collar provided upon registration to be worn by the animal at all times;
- (6) Pay any kennel fees accrued due to the seizure of the animal by the city;
- (7) Pay all reasonable expenses incurred by any injured party due to the acts of the dangerous animal, including but not limited to any medical cost, veterinarian expenses, and property damage.
- (8) Shall restrain the animal at all times on a leash which is in the immediate control of a competent person or in a secure enclosure;
- (9) Clearly mark the secured fence and/or enclosure with a warning sign that states "Warning--Dangerous Animal";
- (10) Obtain liability insurance coverage or show financial responsibility in an amount of at least one hundred thousand dollars (\$100,000.00) to cover potential damages resulting from an attack by

the dangerous dog, cat, or other animal;

(11) Provide proof of the required liability insurance coverage or financial responsibility to the animal control department; and/or

(12) Deliver the animal to an animal control officer to be destroyed.

(b) The animal control supervisor may order a dog, cat, or other animal destroyed only in the three following circumstances:

(1) Whenever a dog, cat or other animal has committed an unprovoked attack upon any person or animal on one (1) or more occasions;

(2) Whenever any lawful patron or visitor of a business is jeopardized by a guard dog which is not securely confined during hours of said business when it is open to the public; or,

(3) Whenever an animal becomes a nuisance to the public or becomes a safety, health, or welfare concern in the community.

Section 5. Article XI Section 3-92. *Administrative Hearing* is hereby amended to read as follows:

An owner, not later than the 15th day after the date the owner is notified that an animal owned by the owner is a dangerous animal, may appeal the determination of the animal control authority to the Municipal Court of Copperas Cove.

Section 6. Article XI Section. 3-93. *Violation of Administrative Order* is hereby amended to read as follows:

A person who owns, keeps, or has custody or control of a dangerous animal commits a Class C misdemeanor offense if he fails to comply with any provision of the animal control supervisor's order or order of the Municipal Court Judge. A violation of this section shall result in a fine no less than five hundred dollars (\$500.00) nor more than two thousand dollars (\$2,000.00). This penalty should not be construed as exclusive, and the city may seek any other remedy available to it, whether in law or in equity.

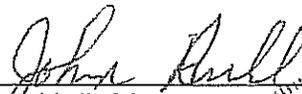
Section 7. Savings Clause

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

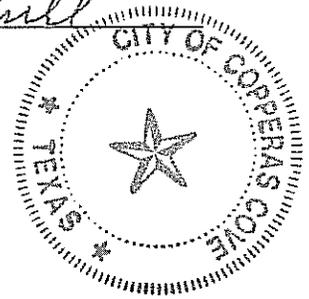
Section 8. Effective Date

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

PASSED, APPROVED AND ADOPTED this 2nd day of June 2009, at a regular meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't. Code* §551.001, et.seq., at which meeting a quorum was present and voting.



John Hull, Mayor

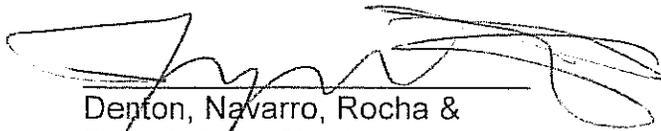


ATTEST:



Jane Lees, City Secretary

APPROVED AS TO FORM:



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

Appendix

Animal Control Report Definitions

Impounded- animals alive and taken into custody by an Animal Control Officer (not at owner's request). This will include situations such as domestic pets at large, safekeeping, cruelty cases, animal attacks and bites, etc. This will also include any animals that have to be euthanized at the scene by an Animal Control Officer because of exigent circumstances (vicious, injury, illness, only means of capture)

Adopted- animals either impounded or surrendered that are adopted by written adoption contract (currently \$15.00 fee)

Adoption Exchange- an animal that was adopted under written adoption contract from the facility and returned to the facility for an exchange of a different pet, a fee is not charged for the exchange but a new adoption contract is prepared

Safekeeping/quarantine return- this is an animal that was taken in by an Animal Control Officer for the animal's well being and returned to the owner normally at no cost for boarding. The owner of an animal that is taken in for a quarantine observation is charged a daily boarding fee (currently \$10.00 per day fee).

Escape from Impound- an animal that escapes from the custody of the Animal Control Facility (whether on its own or by another person's assistance)

Died while in Custody- an animal that dies at the Animal Control Facility in any manner other than an intentional euthanasia

Licensed issued by City- a city animal license issued out the Animal Control personnel (currently \$3.00 fee)

Licensed issued by Vet- a city animal license issued out by a veterinarian within the city of Copperas Cove, the veterinarian retains one half of the total fee

Returned to Owner- animals returned to the original owner

Euthanized- animals that are actually euthanized by an Animal Control Officer (whether at the facility or scene)

Resident Surrendered- an animal owned and turned in to the Animal Control Facility by a resident of the city of Copperas Cove or an animal located within the city limits of Copperas Cove and turned in to the Animal Control Facility by a person whether or not this person claims to be the owner

Non-Resident Surrendered- an animal owned and turned in to the Animal Control Facility by a non-resident of the city of Copperas Cove or an animal found outside the city limits of Copperas Cove and turned in to the Animal Control Facility by a person whether or not this person claims to be the owner

Humane Rescue- an animal not suitable to be boarded at the facility that is transferred or given to a nonprofit humane organization

10-45's – an animal that is not alive prior to an Animal Control Officer taking control and possession of said animal (this will include animals struck by motor vehicles)

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. G-6

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

SUBJECT: Consideration and action on an authorizing the City Manager to execute a Professional Services Agreement between River City Engineering, Inc. and the City for engineering services for the Texas Department of Rural Affairs 2010 CDBG Grant No. 729171, awarded for the purpose of water system improvements.

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.

An agreement with Langford Community Management Services was approved by City Council on September 1, 2009 in the amount of \$27,000 for the administration of the grant awarded by TDRA.

On January 19, 2010, the City Council approved a resolution accepting the grant funds awarded by TDRA Grant No. 729171 for water system improvements and a separate resolution authorizing signatories for the grant funds.

The project will replace existing 2" substandard water lines with 6" lines for a total of 4500 linear foot that will provide 37 service taps and improve water pressure to the properties located on 9th, 11th, 13th and 15th Streets.

2. FINDINGS/CURRENT ACTIVITY

With the acceptance of the grant funds by the governing body and the results of the Request for Qualifications (RFQ) conducted in September 2009, City staff requested an engineering contract from River City Engineering (RCE) for completion of the project design and miscellaneous services (surveying,

collection of field data and testing). Thus, on March 2, 2010, a Professional Services Agreement was provided to staff by RCE, Inc.

3. FINANCIAL IMPACT

The agreement requires maximum compensation for engineering design and special services reimbursement of \$39,350.

The total of grant matching funds required 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 the City Council authorize the City Manager to execute a Professional Services Agreement between River City Engineering, Inc. and the City for engineering services for the Texas Department of Rural Affairs Grant No. 729171, awarded for the purpose of water system improvements.

**Professional Services Agreement Between
River City Engineering, Inc. and the
City of Copperas Cove, Texas**

**PART I
AGREEMENT**

THIS AGREEMENT, entered into this 1st day of March, 2010, by and between the CITY OF COPPERAS COVE, TEXAS, hereinafter called the "City", acting herein by its Elected Mayor or duly appointed representative hereunto duly authorized, and River City Engineering, Inc., hereinafter called "Firm", acting herein by Patrick Lackey, P.E., Principal Engineer.

WITNESSETH THAT:

WHEREAS, the City of Copperas Cove, Texas desires to implement a Water System Improvements under the general direction of the Texas Community Development Program; and Whereas the City desires to engage River City Engineering, Inc., to render certain services in connection with its 2010 CDBG Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of the Firm shall commence on execution of this agreement. In any event, all of the services required and performed hereunder shall be completed no later than 24 months from commencement.
3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Firm by the City and its agencies. No charge will be made to Firm for such information and the City and its agencies will cooperate with Firm in every way possible to facilitate the performance of the work described in the contract.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$39,350.00. Payment to Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.
5. Indemnification - Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Coryell County, Texas.
 - b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and heir respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

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

CITY OF COPPERAS COVE

FIRM: River City Engineering, Inc.

BY: _____

(Mayor/Autorized Representative)

BY:  _____

PART II

PROFESSIONAL ENGINEERING/ARCHITECTURAL SCOPE OF SERVICES

The Engineering Firm shall render the following services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the Grant Recipient regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
 - Name and address of property owners;
 - Legal description of parcels to be acquired;
 - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Grant Recipient providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 30 days of contract execution.
6. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction);
7. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by the Texas Department of Rural Affairs (TDRA). The format for this report is attached to this Agreement as Part IV.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision issued by TxCDBG.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish Construction Contractor eligibility verification.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Start of Construction Notice to TCDBG and Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
19. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.

21. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer and submit to TxCDBG for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
24. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the Grant Recipient, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans.
29. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Grant Recipient.
2. The Engineer shall, prior to proceeding with the work, notify Grant Recipient in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Grant Recipient determines that any subcontractor is incompetent or undesirable, the Grant Recipient will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Grant Recipient.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TxCDBG and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Grant Recipient including the manner by which it will be affected and the basis for settlement. In addition, such

contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.

7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
 - The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - Executive Order 11246 - Equal Employment Opportunity.
 - Copeland Anti-Kickback Act.
 - Davis-Bacon Act – prime contractor contracts in excess of \$2,000.
 - Section 103 and 107 of the Contract Work Hours and Safety Standards Act – contracts in excess of \$2,000.
 - a provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - Section 3 of the Housing and Urban Development Act of 1969.
 - Title VI of the Civil Rights Act of 1964
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Grant Recipient, TxCDBG, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Grant Recipient has made final payment to the Contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Grant Recipient in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Grant Recipient and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Grant Recipient shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Grant Recipient under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Grant Recipient, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

**PART III -- PAYMENT SCHEDULE
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES**

Grant Recipient shall reimburse firm for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

| Milestone | % of Contract Fee |
|--|-------------------|
| • Approval of Preliminary Engineering Plans and Specifications by Grant Recipient. | 20% |
| • Approval of Plans and Specifications by Regulatory Agency(ies). | 45% |
| • Completion of bid advertisement and contract award. | 20% |
| • Completion of construction staking | 5% |
| • Completion of Final Closeout Assessment and submittal of "As Builts" to Grant Recipient. | 5% |
| • Completion of final inspection and acceptance by the Grant Recipient. | 5% |
| Total | 100% |

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

| | |
|-------------------------|-------|
| Registered Surveyor | \$125 |
| Survey Crew (3 members) | \$120 |
| Project Engineer | \$125 |
| Engineering Technician | \$85 |
| Project Representative | \$100 |
| Draftsman | \$75 |

The fee for all other Special Services shall not exceed a total of \$10,850.00 and No/100 Dollars (\$10,850.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of Five Thousand Two Hundred Fifty and No/100 Dollars (\$5,250.00).
2. The Engineer shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a fifteen percent (15%) overhead charge. All fees for testing shall not exceed a total of Five Thousand Six Hundred and No/100 Dollars (\$5,600.00).
3. The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

Sample Contract

PART IV TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City from the Firm is determined.

2. Termination for Convenience of the City/County. The City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.

4. Personnel.

- a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

6. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
 - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
 - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area

and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.

- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
- c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers

- a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.

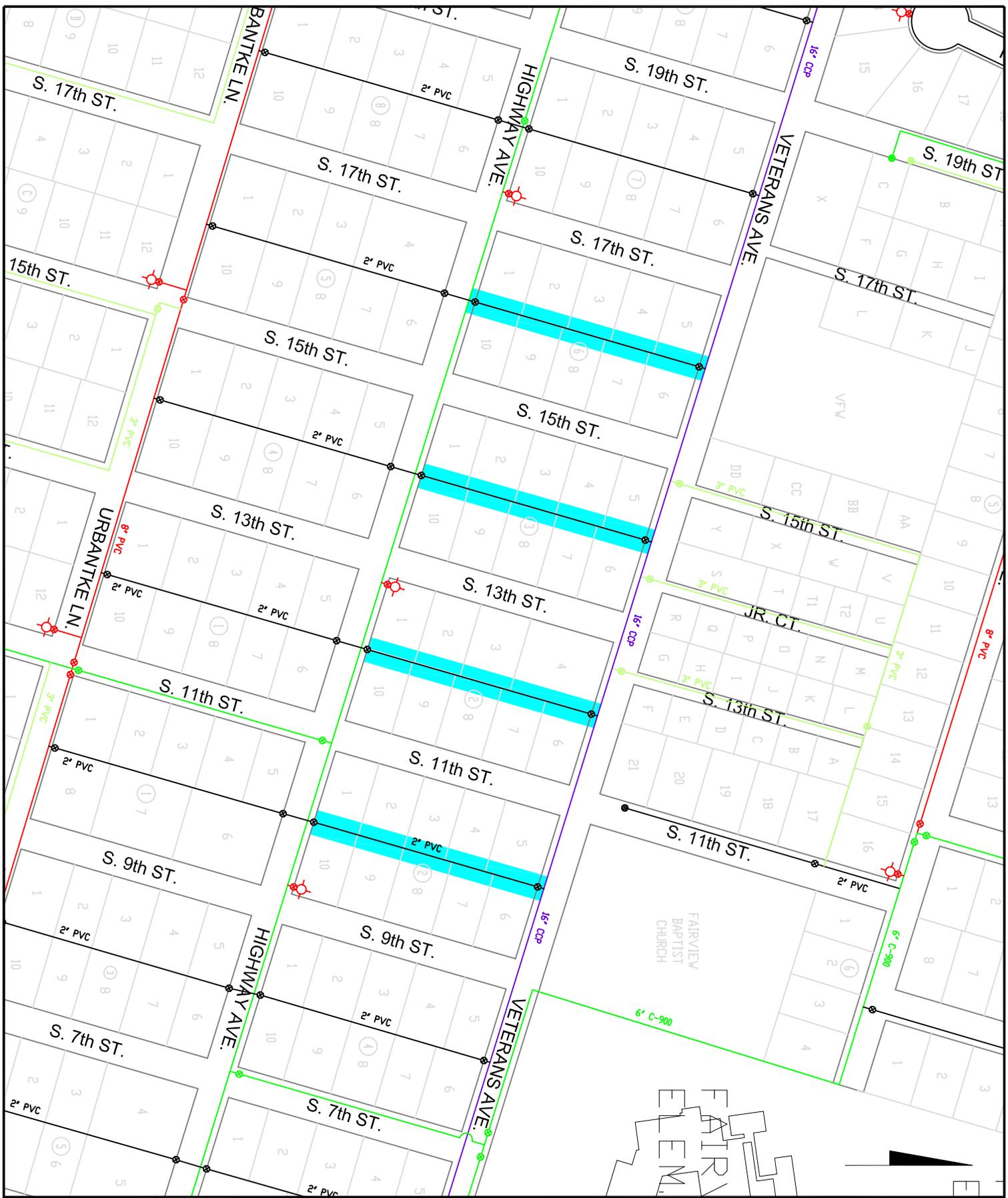
17. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, director indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

PART V
PROJECT TIME SCHEDULE
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

River City Engineering's 2010 Hourly Rate Schedule

| | |
|---|----------------------|
| Registered Engineer, Principal | \$180.00 |
| Registered Engineer, Project Manager | \$150.00 |
| Registered Engineer | \$125.00 |
| Registered Public Land Surveyor | \$125.00 |
| Three-person Survey Crew <i>(Includes vehicle and equipment)</i> | \$120.00 |
| Graduate Engineer | \$100.00 |
| Project Representative / Field Inspector <i>(Includes vehicle and equipment)</i> | \$100.00 |
| GIS Analyst | \$ 85.00 |
| Design Technician | \$ 85.00 |
| Draftsman / CADD Operator | \$ 75.00 |
| Administrative & Secretarial | \$ 45.00 |
| <i>Non-Labor Expenses</i> <i>(Permits, Advertisements, etc.)</i> | <i>Cost Plus 15%</i> |
| <i>Sub-Consultants</i> | <i>Cost Plus 15%</i> |



S. 9th - S. 15th STREET WATERLINE REPLACEMENTS

5 YR. CAPITAL IMPROVEMENT PLAN (2010 - 2014)

| | |
|---------------|-----------------------|
| DATE: | June 5, 2009 |
| REVISION: | N/A |
| SCALE: | 1" = 200' |
| DESIGNED BY: | City of Copperas Cove |
| DRAWING FILE: | WaterCIP1.dwg |
| SHEET: | 1 of 8 |

CITY OF COPPERAS COVE



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

City of Copperas Cove
 TxCDBG Contract #729171
 Engineering Services Review/Score Sheet Totals

| | Experience: 45 Points - Based on # of similar projects previously designed, has worked on federally funded construction projects, has worked on projects that were located in this general region and extent of experience in project construction management. | Work Performance: 35 points -Were past projects completed on schedule, manages projects within budgetary constraints and work product is of high quality. | Capacity to Perform: 15 Points - Staff level/experience of staff, adequacy of resources and professional liability insurance is in force. | Affirmative Action: 5 points- Firm is a certified HUB through the State HUB certification program. |
|--------------------------------|--|---|---|---|
| 1 Hearn Engineering Inc. | 45 | 33 | 15 | ∅ |
| 2 River City Engineering, Ltd. | 45 | 34 | 15 | ∅ |
| 3 SD Kallman Inc. | 43 | 33 | 15 | ∅ |
| 4 Walker Partners | 45 | 33 | 15 | ∅ |
| 5 | | | | |
| 6 | | | | |



REQUEST FOR PROPOSALS FOR ENGINEERING SERVICES

The City of Copperas Cove is seeking to enter into an engineering services contract with a state-registered engineer/engineering firm to assist the City in all project-related engineering services required by the implementation of the Texas Community Development Block Grant Program. The following outlines this request for proposals:

- I. Scope of Work - The engineering contract will encompass all project-related engineering services to the City, including but not limited to the following:

- Preliminary and final design plans and specifications
- Preparation of the bid packet
- Conduct of all field testing and inspections (interim and final)
- Other special services

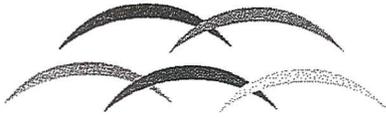
Please specify actual tasks to be performed under each of these categories.

- II. Statement of Qualifications - The City is seeking to contract with a competent engineering firm, registered to practice in the State of Texas that has had experience in the following areas:

- Municipal water and wastewater projects
- Federally-funded Community Development Block Grant program, through either the HUD Small Cities or Texas Community Development Block Grant Program
- Projects located in this general region of the State

As such, please provide within your proposal a list of past client local governments, as well as resumes of all engineers who will or may be assigned to this project if you or your firm receive the engineering services contract award.

- III. Evaluation Criteria – The proposals received will be considered based on experience as stated in II. above, work performance, and capacity to perform.
- IV. The City of Copperas Cove is an Affirmative Action/Equal Opportunity Employer.
- V. Please submit three (3) copies of your proposal to Mayor John Hull, City of Copperas Cove, 507 South Main, Copperas Cove, Texas, 76522-2241.
- VI. Deadline for Submission- 4:00 p.m., Friday, September 18, 2009.



City of Copperas Cove

"The City Built for Family Living"

September 8, 2009

To All Interested Parties:

Attached is a copy of the City of Copperas Cove's "Request for Qualifications" for engineering services needed regarding the implementation of the Texas Community Development Program through the Texas Department of Rural Affairs.

The submission requirements and deadline for this proposal are included on the attached form. The City reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Copperas Cove is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Andrea Gardner
City Manager

ATTACHMENT

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. G-7

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

SUBJECT: Consideration and action on granting Council Member Frank Seffrood, Position 7, an excused absence from a regular council meeting.

1. BACKGROUND/HISTORY

The City of Copperas Cove City Charter Sec. 2.04. Absenteeism states: *“Any member of the council requiring absence for two (2) regular consecutive meetings, will first obtain a leave of absence at a regularly scheduled meeting.”* The Charter also states in Sec. 2.07 (b)(1)(4). Vacancies, forfeitures, filling of vacancies.: *(1) A council member or the mayor shall forfeit his/her office if he/she...(4) fails to attend two (2) consecutive regular meetings unless caused by sickness or emergency, without first having obtained a leave of absence from the council...”*

2. FINDINGS/CURRENT ACTIVITY

Council Member Frank Seffrood requests an excused absence for the March 16, 2010 regular council meeting due to being out of town.

3. FINANCIAL IMPACT

N/A.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council take action on the request.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. G-8

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

SUBJECT: Consideration and action on an authorizing the Mayor to execute a letter of support to accompany the Cen-Tex Sustainability Partnership submittal of a Letter of Interest to the Environmental Protection Agency (EPA) in response to the 2010 Request for Letters of Interest (RFLI) for Smart Growth Implementation Assistance.

1. BACKGROUND/HISTORY

The Development, Community, and Environment Division (DCED), known as the Smart Growth Program, in EPA's Office of Policy, Economics, and Innovation is seeking letters of interest from states, regions, and communities that want to develop in ways that reflect the principles of smart growth and meet environmental and other goals. The EPA will provide technical assistance to successful applicants in the form of a multi-day visit by a team of experts organized by EPA and other national partners to work with local leaders. Staff from the EPA, HUD, and DOT will participate in these site visits. The EPA will provide the assistance through an Agency contract vehicle, **not a grant**. Team members will be experts in disciplines to be determined by the community's unique needs. The contractor team will likely engage with the applicant to study the context and the specific project and meet with elected officials, business leaders, citizen organizations, and other stakeholder groups. Upon completion, the applicant will receive a final report developed by EPA and the consultant team featuring a compilation of the resources developed throughout the visit, including options for follow-on action.

2. FINDINGS/CURRENT ACTIVITY

On February 25, 2010, the City Manager was informed of Cen-Tex Sustainable Partnership's desire to submit a Letter of Interest in response to the RFLI. The Letter of Interest is due by 3:00 pm on April 9, 2010. As such, all entities participating in the partnership were requested to provide of letter of support to accompany the submittal.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the Mayor to execute a letter of support to accompany the Cen-Tex Sustainability Partnership submittal of a Letter of Interest to the EPA in response to the 2010 RFLI for Smart Growth Implementation Assistance.

March 10, 2010

Development, Community & Environmental Division
U.S. Environmental Protection Agency
1301 Constitution Ave. NW
EPA West Building, Room 1408
Washington, DC 20004

RE: Smart Growth Implementation Assistance: 2010 RFLI

To Whom It May Concern:

Please accept this letter as a indication of the City of Copperas Cove's support to the Cen-Tex Sustainability Partnership's application of the EPA for Smart Growth Implementation Assistance.

A partnership consisting of Fort Hood, the cities of Copperas Cove, Killeen, Harker Heights and Gatesville was formed through a Memorandum of Understanding in April 2009. The purpose of the five year partnership is to develop and implement sustainable communities within the Greater Fort Hood area. The partnership hosted a Sustainability Conference in January 2010 and is currently in a firm position to receive the Smart Growth Implementation Assistance. Development of a Smart Growth Plan would be an excellent project to implement with the partnership and would create a vehicle that will initiate sustainable land-use planning and encourage compatible development for the region.

The City of Copperas Cove supports the partnership and the Smart Growth Master Plan project. City staff remains ready to provide the necessary support and data to ensure a successful completion of the project. Thank you for your consideration.

Respectfully,

John Hull, Mayor

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. G-9

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

SUBJECT: Consideration and action on granting Council Member Bill L. Stephens, Position 5, an excused absence from a regular council meeting.

1. BACKGROUND/HISTORY

The City of Copperas Cove City Charter Sec. 2.04. Absenteeism states: *“Any member of the council requiring absence for two (2) regular consecutive meetings, will first obtain a leave of absence at a regularly scheduled meeting.”* The Charter also states in Sec. 2.07 (b)(1)(4). Vacancies, forfeitures, filling of vacancies.: *(1) A council member or the mayor shall forfeit his/her office if he/she...(4) fails to attend two (2) consecutive regular meetings unless caused by sickness or emergency, without first having obtained a leave of absence from the council...”*

2. FINDINGS/CURRENT ACTIVITY

On March 11, 2010, Council Member Bill L. Stephens requested an excused absence for the March 16, 2010 regular council meeting due to being out of town on business travel that was re-scheduled. Per the City Charter, the appropriate number of Council Members concurred with placing the request on the March 16, 2010 agenda.

3. FINANCIAL IMPACT

N/A.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council take action on the request.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item H-1

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

SUBJECT: Public hearing and action on an ordinance amending the 2009-10 fiscal year budget for the City of Copperas Cove for a position update.

1. BACKGROUND/HISTORY

The 2009-10 budget was adopted on September 15, 2009, with budget amendments approved on October 13, 2009, November 3, 2009, and March 2, 2010. According to Section 6.16(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the 2009-10 budget, it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment does not require the use of fund balance. The public hearing on March 16, 2010 is sufficient as required by the Charter.

2. FINDINGS/CURRENT ACTIVITY

The net impact to the General Fund is zero. Salary savings from vacant positions is available to cover increased costs for reclassifications and other position requests. The budget amendment includes the reclassification of a vacant Library Assistant position to an Administrative Assistant and transfer to the Parks and Recreation department. In addition, savings are being achieved by reclassifying the vacant full time Assistant to the City Manager position and creating two part time positions. A part time Administrative Assistant is being created to provide administrative assistance in the Engineering department due to additional responsibilities assumed by the City Engineer. A part time Administrative Assistant is being added to the Finance Department to assist the staff with time consuming administrative duties. Salary savings was identified in the City Manager's Office, Library, Building and Development and Fleet Services from position vacancies.

The City Manager along with the functional area Directors will continue to review the daily operations of the City and bring any necessary budget amendments to City Council for approval.

3. FINANCIAL IMPACT

See attached ordinance and proposed amendments.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council hold a public hearing and approve an ordinance amending the fiscal year 2009-10 Budget.

ORDINANCE NO. 2010-13

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF COPPERAS COVE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2009, AND ENDING ON SEPTEMBER 30, 2010; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the operating budget of the municipal government of the City of Copperas Cove for the fiscal year October 1, 2009 to September 30, 2010; and

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

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

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

SECTION I.

That the City Council of the City of Copperas Cove ratify, approve and adopt the amendments to the budget considered for the fiscal year of October 1, 2009 to September 30, 2010, as identified in "Attachment A" of this ordinance.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 16th day of March 2010, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

CITY OF COPPERAS COVE, TEXAS

FISCAL YEAR 2009-10 BUDGET

GENERAL FUND

SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

| Description | Actual FY 2008-09 | Adopted FY 2009-10 | Proposed Amendment | Amended Budget FY 2009-10 |
|--|----------------------|-----------------------|-----------------------|---------------------------------|
| BEGINNING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 3,259,675 | \$ 3,292,395 | \$ - | \$ 3,292,395 |
| Prior Yr Enc Voided in Current Yr | 125 | - | - | - |
| Prior Period Adjustment | 76,952 | - | - | - |
| Unreserved, Designated | 1,000,000 | 1,000,000 | - | 1,000,000 |
| TOTAL BEGINNING FUND BALANCE | \$ 4,336,752 | \$ 4,292,395 | \$ - | \$ 4,292,395 |
| REVENUES: | | | | |
| Taxes | \$ 10,689,885 | \$ 10,879,365 | \$ - | \$ 10,879,365 |
| Permits & Licenses | 171,361 | 180,870 | - | 180,870 |
| Charges for Services | 887,869 | 898,510 | - | 898,510 |
| Fines | 868,420 | 919,398 | - | 919,398 |
| Administrative Reimbursements | 1,260,441 | 1,250,500 | - | 1,250,500 |
| Miscellaneous Revenue | 401,419 | 367,882 | - | 367,882 |
| TOTAL REVENUES | \$ 14,279,395 | \$ 14,496,525 | \$ - | \$ 14,496,525 |
| TOTAL FUNDS AVAILABLE | \$ 18,616,147 | \$ 18,788,920 | \$ - | \$ 18,788,920 |
| EXPENDITURES: | | | | |
| City Council (21) | \$ 24,177 | \$ 41,399 | \$ - | \$ 41,399 |
| City Manager (22) | 256,939 | 280,542 | (14,520) | 266,022 |
| City Secretary (23) | 165,440 | 152,822 | - | 152,822 |
| City Attorney (24) | 218,056 | 87,922 | - | 87,922 |
| Finance (31) | 621,029 | 717,340 | 6,571 | 723,911 |
| Human Resources (34) | 236,631 | 300,272 | - | 300,272 |
| Public Affairs Office (4250) | 108,657 | 113,942 | - | 113,942 |
| Information Systems (35) | 238,778 | 247,899 | - | 247,899 |
| Municipal Court (41) | 320,035 | 412,634 | - | 412,634 |
| Police (42) | 4,279,761 | 4,807,019 | - | 4,807,019 |
| Animal Control (43) | 205,542 | 234,331 | - | 234,331 |
| Fire/EMS (44) | 3,103,956 | 3,302,101 | - | 3,302,101 |
| Emergency Management (4420) | 3,526 | 7,359 | - | 7,359 |
| Engineering (51) | 147,911 | 155,210 | 31,571 | 186,781 |
| Streets (53) | 682,797 | 881,387 | - | 881,387 |
| Fleet Services (55) | 245,785 | 255,003 | (4,492) | 250,511 |
| Facility Maintenance (57) | 101,294 | 105,730 | - | 105,730 |
| Planning (61) | 164,239 | 102,717 | - | 102,717 |
| Building Development (52) | 237,846 | 275,707 | (11,630) | 264,077 |
| Code & Health (72) | 186,836 | 218,150 | - | 218,150 |
| Parks and Recreation (54) | 984,070 | 1,077,549 | 16,509 | 1,094,058 |
| Library (71) | 478,059 | 557,032 | (24,009) | 533,023 |
| Non-Departmental (75) | 567,356 | 673,961 | - | 673,961 |
| TOTAL EXPENDITURES | \$ 13,578,724 | \$ 15,008,028 | \$ - | \$ 15,008,028 |
| OTHER EXPENDITURES: | | | | |
| Capital Outlay | \$ - | \$ 27,200 | \$ - | \$ 27,200 |
| TOTAL OTHER EXPENDITURES | \$ - | \$ 27,200 | \$ - | \$ 27,200 |
| TOTAL EXPENDITURES | \$ 13,578,724 | \$ 15,035,228 | \$ - | \$ 15,035,228 |
| ENDING FUND BALANCE: | | | | |
| Unreserved, Undesignated | \$ 4,037,423 | \$ 2,753,692 | \$ - | \$ 2,753,692 |
| Unreserved, Designated | 1,000,000 | 1,000,000 | - | 1,000,000 |
| TOTAL ENDING FUND BALANCE | \$ 5,037,423 | \$ 3,753,692 | \$ - | \$ 3,753,692 |
| IDEAL FUND BALANCE | \$ 3,394,681 | \$ 3,752,007 | \$ - | \$ 3,752,007 |
| OVER (UNDER) IDEAL FUND BALANCE | \$ 1,642,741 | \$ 1,685 | \$ - | \$ 1,685 |

*The budget reflects 2009-10 budget amendments that were approved by City Council on October 13th, November 3rd, March 2nd.

MARCH BUDGET AMENDMENTS FY 2009-10 (POSITION CHANGES - updated)

| Department | Account | Account Name | Current Budget | Amount Increase (Decrease) | Adjusted Budget | Justification |
|------------------------|-------------------|----------------------|----------------|----------------------------|-----------------|-----------------------|
| General Fund | 01-300-0001 | Fund Balance | (4,292,395) | - | (4,292,395) | |
| | | | | - | | |
| City Manager | 01-4120-2200-1000 | Salary | 186,035 | (10,744) | 175,291 | Position Vacancy |
| City Manager | 01-4120-2200-1200 | Longevity | 1,003 | (222) | 782 | |
| City Manager | 01-4120-2200-1500 | FICA Tax | 14,943 | (830) | 14,113 | |
| City Manager | 01-4120-2200-1600 | Employee Insurance | 24,608 | (1,564) | 23,044 | |
| City Manager | 01-4120-2200-1800 | Retirement | 20,125 | (1,160) | 18,965 | |
| | | | | (14,520) | | |
| Finance | 01-4140-3100-1000 | Salary | 325,749 | 6,089 | 331,838 | New PT Admin Assist |
| Finance | 01-4140-3100-1200 | Longevity | 722 | - | 722 | |
| Finance | 01-4140-3100-1500 | FICA Tax | 25,491 | 466 | 25,957 | |
| Finance | 01-4140-3100-1600 | Employee Insurance | 34,743 | - | 34,743 | |
| Finance | 01-4140-3100-1700 | Workers Compensation | 892 | 16 | 908 | |
| Finance | 01-4140-3100-1800 | Retirement | 34,330 | - | 34,330 | |
| | | | | 6,571 | | |
| Police | 01-4230-4200-1000 | Salary | 2,862,099 | - | 2,862,099 | PT to FT Custodian? |
| Police | 01-4230-4200-1200 | Longevity | 32,771 | - | 32,771 | not in this amendment |
| Police | 01-4230-4200-1500 | FICA Tax | 245,502 | - | 245,502 | |
| Police | 01-4230-4200-1600 | Employee Insurance | 312,620 | - | 312,620 | |
| Police | 01-4230-4200-1700 | Workers Compensation | 79,486 | - | 79,486 | |
| Police | 01-4230-4200-1800 | Retirement | 329,166 | - | 329,166 | |
| | | | | - | | |
| Engineering | 01-4170-5100-1000 | Salary | 110,340 | 25,294 | 135,634 | \$25K increase due to |
| Engineering | 01-4170-5100-1200 | Longevity | 266 | 46 | 312 | not charging time to |
| Engineering | 01-4170-5100-1400 | Car Allowance | 4,800 | 835 | 5,635 | specific CIP Projects |
| Engineering | 01-4170-5100-1500 | FICA Tax | 8,829 | 2,003 | 10,832 | and adding a PT Admin |
| Engineering | 01-4170-5100-1600 | Employee Insurance | 6,250 | 1,208 | 7,458 | Assist. |
| Engineering | 01-4170-5100-1700 | Workers Compensation | 579 | 116 | 695 | |
| Engineering | 01-4170-5100-1800 | Retirement | 11,890 | 2,069 | 13,959 | |
| | | | | 31,571 | | |
| Fleet Services | 01-4510-5500-1000 | Salary | 168,293 | (1,996) | 166,297 | Position Vacancy |
| Fleet Services | 01-4510-5500-1200 | Longevity | 3,614 | (48) | 3,566 | |
| Fleet Services | 01-4510-5500-1500 | FICA Tax | 13,189 | (156) | 13,033 | |
| Fleet Services | 01-4510-5500-1600 | Employee Insurance | 22,183 | (2,082) | 20,101 | |
| Fleet Services | 01-4510-5500-1700 | Workers Compensation | 3,611 | - | 3,611 | |
| Fleet Services | 01-4510-5500-1800 | Retirement | 17,762 | (210) | 17,552 | |
| | | | | (4,492) | | |
| Building & Development | 01-4210-5200-1000 | Salary | 164,341 | (11,630) | 152,711 | Position Vacancy |
| Building & Development | 01-4210-5200-1200 | Longevity | 1,776 | - | 1,776 | |
| Building & Development | 01-4210-5200-1500 | FICA Tax | 12,727 | - | 12,727 | |
| Building & Development | 01-4210-5200-1600 | Employee Insurance | 13,890 | - | 13,890 | |
| Building & Development | 01-4210-5200-1700 | Workers Compensation | 966 | - | 966 | |

Note: Revenues are shown as negative amounts so that the total fund impact will sum correctly.

MARCH BUDGET AMENDMENTS FY 2009-10 (POSITION CHANGES - updated)

| Department | Account | Account Name | Current Budget | Amount Increase (Decrease) | Adjusted Budget | Justification |
|------------------------|-------------------|----------------------|----------------|----------------------------|-----------------|---|
| Building & Development | 01-4210-5200-1800 | Retirement | 17,140 | - | 17,140 | |
| | | | | (11,630) | | |
| Parks and Recreation | 01-4310-5400-1000 | Salary | 494,225 | 12,178 | 506,403 | Reclassifying a Library position to an Admin Assist and moving from Library to P&R. |
| Parks and Recreation | 01-4310-5400-1200 | Longevity | 2,611 | - | 2,611 | |
| Parks and Recreation | 01-4310-5400-1500 | FICA Tax | 46,958 | 932 | 47,890 | |
| Parks and Recreation | 01-4310-5400-1600 | Employee Insurance | 77,522 | 2,111 | 79,633 | |
| Parks and Recreation | 01-4310-5400-1700 | Workers Compensation | 15,709 | 33 | 15,742 | |
| Parks and Recreation | 01-4310-5400-1800 | Retirement | 48,775 | 1,255 | 50,030 | |
| | | | | 16,509 | | |
| Library | 01-4320-7100-1000 | Salary | 311,622 | (18,528) | 293,094 | Reclassifying a Library position to an Admin Assist and moving from Library to P&R and Vacancy Savings. |
| Library | 01-4320-7100-1200 | Longevity | 2,275 | - | 2,275 | |
| Library | 01-4320-7100-1500 | FICA Tax | 24,105 | (1,432) | 22,673 | |
| Library | 01-4320-7100-1600 | Employee Insurance | 43,455 | (2,111) | 41,344 | |
| Library | 01-4320-7100-1700 | Workers Compensation | 826 | (33) | 793 | |
| Library | 01-4320-7100-1800 | Retirement | 29,866 | (1,905) | 27,961 | |
| | | | | (24,009) | | |

Net Fund Adjustment \$ 0

NOTICE OF PUBLIC HEARING

On March 16, 2010, during a City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinance to amend the FY 2009-10 Budget for the City of Copperas Cove. The March 16, 2010 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

The proposed amendments to the FY 2009-10 Annual Budget are as follows:

| General Fund | Increase (Decrease) |
|----------------------------|----------------------------|
| Expenditure Appropriations | |
| City Manager | (\$14,520) |
| Finance | \$6,571 |
| Engineering | \$31,571 |
| Fleet Services | (\$4,492) |
| Building and Development | (\$11,630) |
| Parks and Recreation | \$16,509 |
| Library | (\$24,009) |

City of Copperas Cove City Council Agenda Item Report

March 16, 2010

Agenda Item No. H-2

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

SUBJECT: Public hearing and action on a Final Plat for the Copperas Cove 190 Business & Industrial Park, Phase Five.

1. BACKGROUND/HISTORY

On February 1, 2010, the Planning and Zoning Commission unanimously approved a Preliminary Plat for Copperas Cove 190 Business & Industrial Park, Phase Five. On March 1, 2010, the Planning and Zoning Commission unanimously recommended City Council approve the Final Plat.

2. FINDINGS/CURRENT ACTIVITY

The proposed Final Plat is in complete compliance with all existing subdivision regulations. The property is currently zoned R-3 (Multi-Family Residential). The property is surrounded north, south, and east by undeveloped B-4 (Business) property. West of the Final Plat is fully developed R-1 (Single-Family Residential) property.

City water is available in the area. City sewer is available in the area, but will require additional sewer main extensions and/or a lift station (at the developer's expense) along with the successful completion of the Northeast Sewer Line Project, Phase 1 & 2 (city project) before a certificate of occupancy can be issued on the platted lots.

3. FINANCIAL IMPACT

No direct cost to the city exist in considering the Final Plat.

4. ACTION OPTIONS/RECOMMENDATION

The Planning and Zoning Commission and City staff recommend City Council conduct a public hearing on, and approve the Copperas Cove 190 Business & Industrial Park, Phase Five Final Plat.

Upon approval, the Final Plat will be executed by all parties and filed for record in Coryell County.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item H-3

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

SUBJECT: Public hearing and action on an ordinance amending the fiscal year 2010-2014 Capital Improvement Plan and the fiscal year 2010 Capital Improvement budget for the City of Copperas Cove.

1. BACKGROUND/HISTORY

The fiscal year 2010-2014 Capital Improvement Plan and the fiscal year 2010 Capital Improvement budget was adopted on October 13, 2009. According to Section 6.16(b)(1) of the Copperas Cove City Charter, in order for the City Council to amend the budget, it must first hold a public hearing on the proposed amendments. The Charter also provides a requirement that when fund balance is to be used to fund increases in expenditures that two public hearings be held. The proposed budget amendment does not require the use of fund balance. The public hearing on March 16, 2010 is sufficient as required by the Charter.

2. FINDINGS/CURRENT ACTIVITY

The revision to the Capital Improvement Plan is an amendment to the North Loop Waterline project. The project was originally included in fiscal year 2012-2014 in the Capital Improvement Plan adopted on October 13, 2009. Due to the discussion at the March 2, 2010 City Council workshop and TXDOT agreeing to let the contract for the North Loop Waterline with the Northeast Bypass project; an amendment to the fiscal year 2010-2014 Capital Improvement Plan and fiscal year 2010 Capital Improvement budget is required to move the North Loop Waterline project to fiscal year 2010. Funding for the North Loop Waterline will require a debt issue in fiscal year 2010. The attached amendment includes current projected costs and appropriate funding in fiscal year 2010.

3. FINANCIAL IMPACT

See attached ordinance and proposed amendments.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council hold a public hearing and approve an ordinance amending the fiscal year 2010-2014 Capital Improvement Plan and the fiscal year 2010 Capital Improvement budget for the City of Copperas Cove.

ORDINANCE NO. 2010-15

AN ORDINANCE APPROVING AND ADOPTING AN AMENDMENT TO THE CAPITAL IMPROVEMENT PLAN FOR FISCAL YEARS 2010-2014 AND BUDGET FOR FISCAL YEAR 2010; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend the fiscal year 2010-2014 Capital Improvement Plan; and

WHEREAS, amend the fiscal year 2010 Capital Improvement Budget; and

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

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

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

SECTION I.

That the City Council of the City of Copperas Cove ratify, approve and adopt the amendments to the fiscal year 2010-2014 Capital Improvement Plan and fiscal year 2010 Capital Improvement Budget, as identified in "Attachment A" of this ordinance.

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED, APPROVED AND ADOPTED this 16th day of March 2010, at a regular called meeting of the City Council of the City of Copperas Cove, Texas, which meeting was held in compliance with the Open Meetings Act, *Tex. Gov't Code* 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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



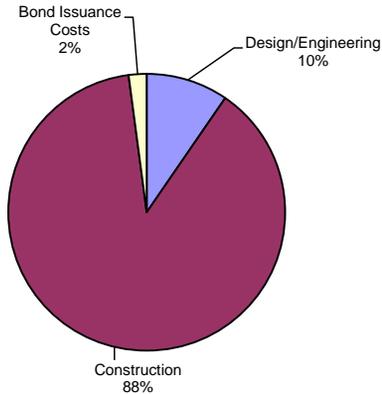
CIP Project Detail

| | |
|--|---|
| Project Name: North Loop Waterline | Program: Water |
| Description: Construct a 30-inch waterline from Wolfe Road to the intersection of Anderson Mountain Road and North FM116. | Justification: The project was recommended in the Water Model and will hopefully be constructed in conjunction with the construction of the Northeast Loop Rd. The waterline will eventually terminate at the West side of Cove. The project will provide water needed to facilitate growth in the Northwestern and Southwestern portions of the City. |

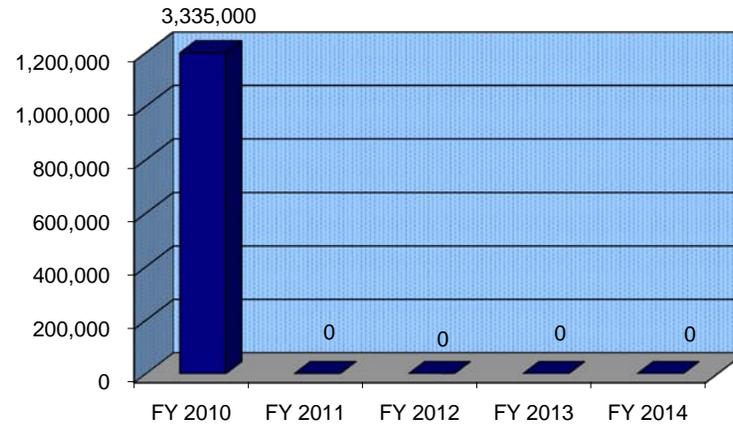
| FUNDING SOURCE: | FY 2010 | FY 2011 | FY 2012 | FY 2013 | FY 2014 | TOTAL |
|---------------------------------------|------------------|----------|----------|----------|----------|------------------|
| 2010 Limited Tax Note-Water and Sewer | 3,335,000 | 0 | 0 | 0 | 0 | 3,335,000 |
| TOTAL FUNDING SOURCES | 3,335,000 | 0 | 0 | 0 | 0 | 3,335,000 |

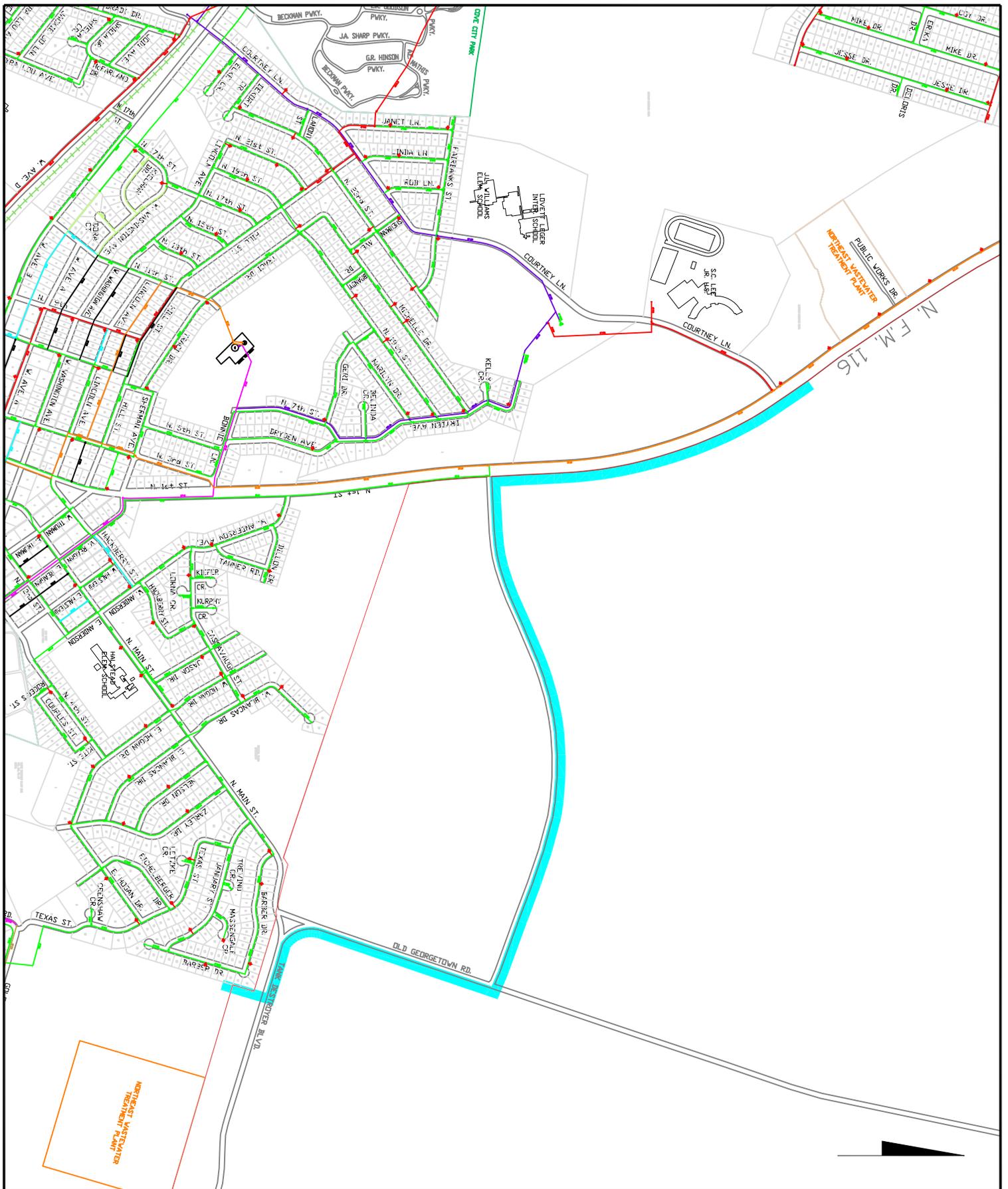
| FUNDING USE: | FY 2010 | FY 2011 | FY 2012 | FY 2013 | FY 2014 | TOTAL |
|--------------------------|------------------|----------|----------|----------|----------|------------------|
| Design/Engineering | 320,000 | 0 | 0 | 0 | 0 | 320,000 |
| Construction | 2,945,000 | 0 | 0 | 0 | 0 | 2,945,000 |
| Bond Issuance Costs | 70,000 | 0 | 0 | 0 | 0 | 70,000 |
| TOTAL FUNDING USE | 3,335,000 | 0 | 0 | 0 | 0 | 3,335,000 |

Funding Use



Annual Funding





NORTHWEST WASTEWATER
 TREATMENT PLANT

NORTH LOOP - 30" WATER LINE PROJECT

5 YR. CAPITAL IMPROVEMENT PLAN (2010 - 2014)


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

| | |
|---------------|-----------------------|
| DATE: | March 03, 2010 |
| REVISION: | N/A |
| SCALE: | N.T.S. |
| DESIGNED BY: | City of Copperas Cove |
| DRAWING FILE: | Water0808.dwg |
| SHEET: | 5 of 7 |

NOTICE OF PUBLIC HEARING

On March 16, 2010, during a City Council Meeting, the City Council of the City of Copperas Cove will hold a public hearing on the ordinance to amend the FY 2010-2014 Capital Improvement Plan and the FY 2010 Capital Improvement Budget for the City of Copperas Cove. The March 16, 2010 City Council Meeting will begin at 7:00 pm and will be held in the City Council Chambers at City Hall, 507 South Main Street, Copperas Cove, Texas 76522.

The proposed amendments to the FY 2010-2014 Capital Improvement Plan and the FY 2010 Capital Improvement Budget are as follows:

2010 Limited Tax Note – W&S

| | |
|---------------------------------------|-------------|
| North Loop Waterline Project (FY2010) | \$3,335,000 |
|---------------------------------------|-------------|

General Obligation Bond – W&S

| | |
|---------------------------------------|---------------|
| North Loop Waterline Project (FY2012) | (\$840,000) |
| North Loop Waterline Project (FY2013) | (\$1,050,000) |
| North Loop Waterline Project (FY2014) | (\$1,050,000) |

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-1

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

SUBJECT: Discussion and action on scheduling a Special Meeting of the City Council.

1. BACKGROUND/HISTORY

On, September 1, 2009, City staff requested for City council to authorize the City Manager to enter into an agreement with Lott, Vernon & Company, P.C.; however, the City Council did not authorize the agreement. Thus, City staff began the process of writing a Request for Proposal (RFP) document for audit services as directed by the City Council. The RFP was drafted by City staff and approved by the City Manager.

On November 17, 2009, the City Council authorized the City Manager to enter into an agreement with Pattillo, Brown and Hill.

2. FINDINGS/CURRENT ACTIVITY

Per the City Charter, Section 2.09. Meetings of council, the council shall hold at least two (2) regular meetings each month with the exception of December, which shall have a minimum of one (1) regular meeting, and as many additional meetings as it deems necessary to transact the business of the city and its citizens. The council shall fix, by ordinance, the days, time and place of the regular meetings. All meetings shall be open to the public, except as otherwise provided by law. Special meetings of the council shall be held at the call of the mayor or of four (4) or more council members. Furthermore, Article IV, Section 4.01 (c)5 requires the City Manager to prepare and submit to council at the end of the fiscal year a complete report on the finances and administrative activities of the city for the preceding year. Local Government Code also requires the city to employ at its own expense a certified public accountant who is licensed in this state or a public accountant who holds a permit to practice from the Texas State Board of Public Accountancy to conduct the audit and to prepare the annual financial statement and file in the office of the municipal secretary or clerk within 180 days after the last day of the municipality fiscal year.

As a result, the annual audit must be completed and presented to the governing body by March 31st of each year.

3. FINANCIAL IMPACT

N/A

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council schedule a Special Meeting to be held on a date prior to March 31, 2010.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-10

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

SUBJECT: Consideration and action on establishing an ad hoc committee for the purposes of reviewing Chapter 3 of the Code of Ordinances for the City of Copperas Cove.

1. BACKGROUND/HISTORY

During the Animal Control Advisory Board meeting held on November 10, 2009, Chapter 3 of the City's Code of Ordinances was discussed. Further discussions between various entities, citizens and the Board occurred at the January 12, 2010 Animal Control Advisory Board meeting.

2. FINDINGS/CURRENT ACTIVITY

City staff conducted a Public Meeting to discuss Animal Control Operations on March 1, 2010. A multitude of issues surfaced during the public participation portion of the meeting, to include Chapter 3 of the Code of Ordinances.

Chapter 2, Article III, Section 2-55, authorizes the Council to form Ad hoc committees on an "as needed" basis with a clearly defined purpose and term, as well as reporting requirements. As such, staff recommends the governing body create an ad hoc committee consisting of no more than seven (7) members as designated below:

1. A maximum of five members must be a citizen of the City of Copperas Cove
2. At least one member must be a licensed veterinarian practicing in the City of Copperas Cove
3. At least one member must be a current standing member of the Animal Advisory Board

The following timeline is recommended by staff:

- Establishment of Committee on March 16, 2010
- Appointment of Committee Members on April 6, 2010
- Committee Kick Off Meeting prior to April 30, 2010
- Draft ordinance presented to the governing body no later than September 1, 2010

4. FINANCIAL IMPACT

No anticipated expenditures as a result of committee creation and member appointment.

5. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council establish an ad hoc committee for the purposes of reviewing Chapter 3 of the Code of Ordinances for the City of Copperas Cove.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-11

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

SUBJECT: Consideration and action on establishing an ad hoc committee for the purposes of creating a draft Animal Rescue Transfer Program with established criteria incorporated to provide written requirements for Animal Rescue Organizations desiring to participate in the program.

1. BACKGROUND/HISTORY

During the Animal Control Advisory Board meeting held on November 10, 2009, Chapter 3, Article V, Section 3-51 of the City's Code of Ordinances was discussed. A recommendation for changes to Section 3-51 from the Board was prepared in the form of an Agenda Item Report. Due to clarity issues, the item was pulled from the December 1, 2009 agenda prior to Council consideration. Furthermore, the Board addressed the issue again at the January 12, 2010 meeting.

2. FINDINGS/CURRENT ACTIVITY

City staff conducted a Public Meeting to discuss Animal Control Operations on March 1, 2010. A multitude of issues surfaced during the public participation portion of the meeting, to include Section 3-51 of the Code of Ordinances. Staff support of transferring animals to rescue organizations was made clear with the recommendation the governing body establish an ad hoc committee to create a draft Animal Rescue Transfer Program with established criteria incorporated.

Chapter 2, Article III, Section 2-55, authorizes the Council to form Ad hoc committees on an "as needed" basis with a clearly defined purpose and term, as well as reporting requirements. As such, staff recommends the governing body create an ad hoc committee consisting of no more than seven (7) members as designated below:

1. A maximum of four members must be a citizen of the City of Copperas Cove
2. At least One member must be a representative of a Rescue Organization
3. At least one member must be a licensed veterinarian practicing in the City of Copperas Cove

4. At least one member must be a current standing member of the Animal Advisory Board

The following timeline is recommended by staff:

- Establishment of Committee on March 16, 2010
- Appointment of Committee Members on April 6, 2010
- Committee Kick Off Meeting prior to April 30, 2010
- Draft program and criteria presented to the governing body no later than July 1, 2010

5. FINANCIAL IMPACT

No anticipated expenditures as a result of committee creation and member appointment.

6. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council establish an ad hoc committee for the purposes of creating a draft Animal Rescue Transfer Program with established criteria incorporated to provide written requirements for Animal Rescue Organizations desiring to participate in the program.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-12

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

SUBJECT: Discussion on Chapter 3 of the Code of Ordinances for the City of Copperas Cove.

1. BACKGROUND/HISTORY

City staff conducted a Public Meeting to discuss Animal Control Operations on March 1, 2010. A multitude of issues surfaced during the public participation portion of the meeting, to include Section 3-48 of the Code of Ordinances.

2. FINDINGS/CURRENT ACTIVITY

At the March 1, 2010 Public Meeting, staff committed to preparing an agenda item for discussion of Chapter 3, Section 3-48, thus the purpose for the item. After further research, staff has reached the conclusion that to solve the many issues resulting from the trapping animals in a manner considered best for the greater good of the community, further research is required. Thus, staff currently recommends additional time is afforded to complete further research or assignment of the task is best handled by the ad hoc committee appointed for the purposes of reviewing Chapter 3 of the Code of Ordinances.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council discuss Chapter 3 of the Code of Ordinances and provide further direction to the City Manager for revisions to Section 3-48.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-13

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

SUBJECT: Discussion and update on the City Hall Needs Assessment.

1. BACKGROUND/HISTORY

A Municipal Complex Site Plan Study was completed on December 31, 1998 by Ralph Thibodeau, AIA of Austin, Texas. The Municipal Complex was to consist of a new library, central fire station and a new City Hall. The proposed 26,750 square foot city hall was to be located in the vacant lot adjacent to the Library and owned by the City.

Due to the recent growth in population, staff members have been added accordingly. As such, City Hall is no longer sufficient to house all of the typical City employees that office in City Hall. Thus, a lease agreement was executed in 2009 to provide office space for the Building Development and Code Enforcement staff due to the limited space at City Hall. Additionally, many records are maintained off-site to allow for more office space.

At the June 2009 Council/Staff Retreat, National Bank presented the Council with the option to purchase the existing bank facility located on Main Street. In an effort to determine the actual space needs/requirements and the most practical location for a new City Hall, the Council provided direction to pursue the completion of a needs assessment. Therefore, a contract for completion of a needs assessment was signed on July 9, 2009 with Brinkley Sargent.

2. FINDINGS/CURRENT ACTIVITY

The first series of meetings scheduled with City staff were conducted on September 3, 2009 to create a plan that will serve as a guide for both near-term (at 2020) and long-term (at 2030) space needs, department adjacencies, site requirements and space standards. Follow up meetings were then conducted with staff on October 1, 2009 to preview the data collected and allow for changes. In January 2010, Brinkley Sargent provided the City Manager with a draft report of the needs assessment followed by a detailed review on February 16, 2010. As a result, several changes were made by City Administration to reduce the proposed building footprint. A presentation will be provided to the governing body during the discussion of the item.

3. FINANCIAL IMPACT

Multiple options exist for future decision making purposes and will be provided during the discussion of the item.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council provide direction to the City Manager regarding the space needs of City Hall.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item I-2

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

SUBJECT: **Consideration and action on a resolution expressing intent to finance expenditures to be incurred for the North Loop Waterline.**

1. BACKGROUND/HISTORY

In the 2008 Bond Election, the voters approved a bond for the Northeast Bypass. As discussed at the March 2, 2010 City Council workshop, TXDOT has agreed to let the contract for the North Loop Waterline with the Northeast Bypass project. Combining the North Loop Waterline project with the Northeast Bypass project is anticipated to generate significant savings for the City.

The North Loop Waterline was adopted in the FY2010 - FY2014 Five-Year Capital Improvement Plan. The original design/engineering was to begin in FY2012; the Capital Improvement Plan will require an amendment to move the project to FY 2010 prior to beginning the 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 proceeds. The amount required is estimated to be \$320,000. The funds will cover the City's anticipated costs associated with the design and engineering for the North Loop Waterline project.

The approval of a reimbursement resolution is required prior to the City entering into a contract with Kellogg Brown & Root Services, Inc. (KBR). 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 North Loop Waterline project 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 debt is issued.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve a resolution, expressing intent to finance expenditures to be incurred with a future debt issuance for the North Loop Waterline.

RESOLUTION NO. 2010-14

**A RESOLUTION OF THE CITY OF COPPERAS COVE,
TEXAS, EXPRESSING INTENT TO FINANCE
EXPENDITURES TO BE INCURRED FOR THE NORTH
LOOP WATERLINE.**

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 16th day of March 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.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

EXHIBIT A
DESCRIPTION OF PROJECT

| <u>Purpose/Project</u> | <u>Amount</u> |
|-------------------------------------|------------------|
| <u>North Loop Waterline Project</u> | <u>\$320,000</u> |

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-3

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

SUBJECT: Consideration and action upon authorizing the City Manager to execute an agreement with KBR for the North Water Loop design.

1. BACKGROUND/HISTORY

The Texas Department of Transportation (TxDOT) is moving forward with the design of State Highway 9, also known as the Northeast Bypass. Construction plans are beyond 30% complete and all the required right-of-way has been obtained. On March 2, 2010 Council authorized the City Manager to enter into a contract with KBR for utility relocations associated with State Highway 9.

2. FINDINGS/CURRENT ACTIVITY

TxDOT has agreed to allow the inclusion of the City of Copperas Cove North Water Loop with the upcoming State Highway 9 bid. Inclusion with the larger TxDOT project will help design and construction logistics, and result in significant cost savings.

As discussed at the March 2, 2010 City Council Workshop, if included with the State Highway 9 project, it is estimated that the 30" North Water Loop construction costs would be approximately \$2.9 million. Removal of the North Water Loop from the larger TxDOT project could result in costs exceeding \$4 million, plus additional design and survey costs.

3. FINANCIAL IMPACT

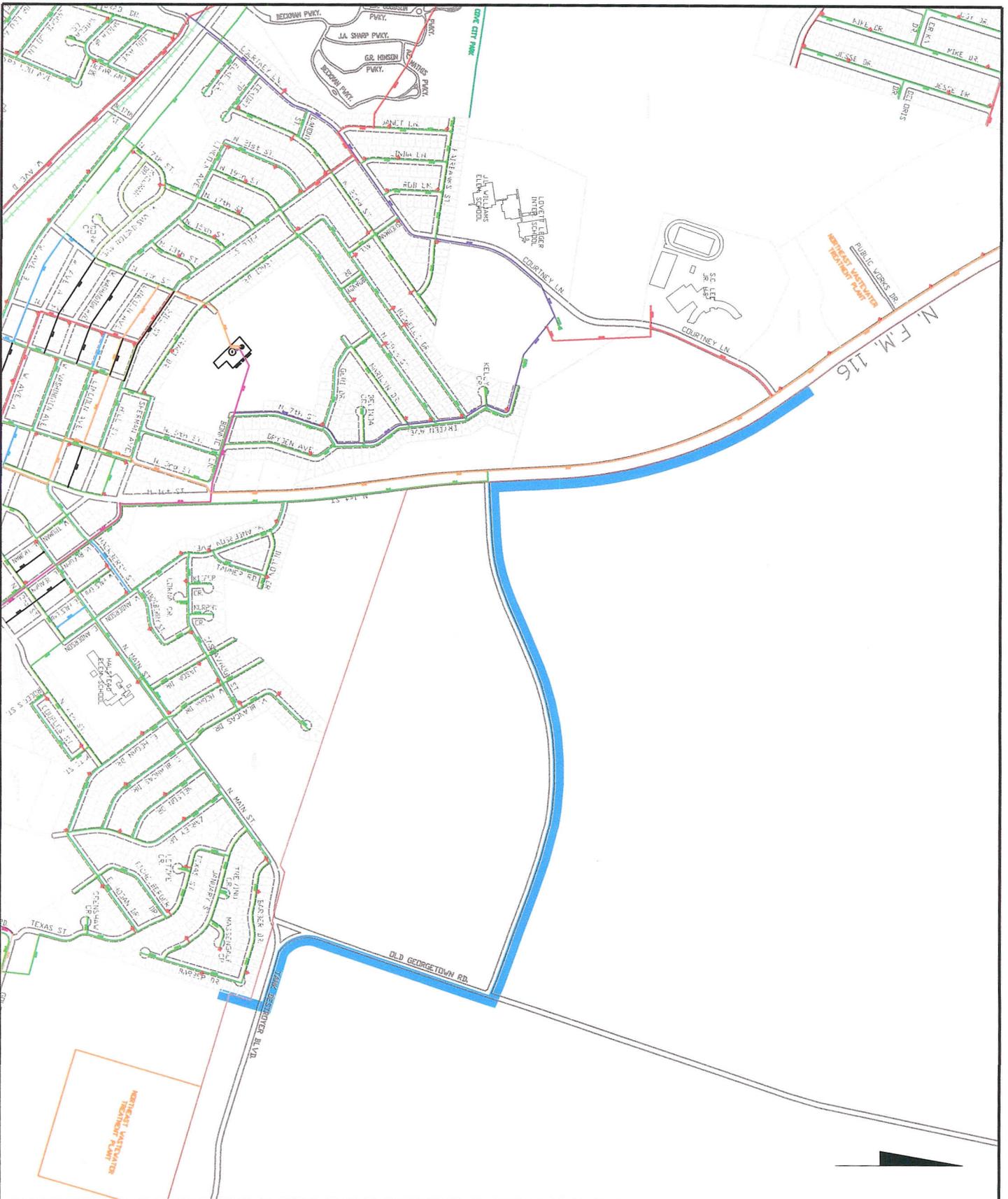
The design costs associated with the North Water Loop are \$319,599. Temporary funding will be secured through the Water and Sewer Fund by reimbursement resolution. The Water and Sewer Fund will be reimbursed through a debt issuance planned for May 2010.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council authorize the City Manager to execute an agreement with KBR for the North Water Loop design.

**TASK ORDER #1
CITY OF COPPERAS COVE, TEXAS
FM 116/SH 9 30-INCH WATER TRANSMISSION MAIN**

| Item No. | Phase/Task Description | KBR Staff Hours | | | | | | | | | | SUBCONSULTANTS | | | | | | | |
|--|---|---------------------------|--------------------------|-------------------------|--------------------------|----------------------|------------------------|----------------------|------------------------|---------------------|-----------------|---------------------|------------|-------------------------|----|----|----|----------|----|
| | | Sr. PM II \$206.09/hr. | Sr. PM I \$205.34/hr. | E/SIP V \$209.25/hr. | E/SIP IV \$180.10/hr. | ES II \$82.87/hr. | TD III \$105.92/hr. | TD II \$87.54/hr. | Admin 1 \$60.64/hr. | Task Total Hours | Phase Budget | Holt Engineering | Jason Ward | Blanton & Associates | | | | | |
| Phase A: Preliminary Phase | | 3 | | | 10 | | 24 | | | | | | | | | | | | |
| 1 | Collect and review project data | | | | 8 | | 8 | | | | | | | | | | | | |
| 2 | Perform field reconnaissance | | | | | | | | | | | | | | | | | | |
| 3 | Perform topographic survey | | | | | | | | | | | | | | | | | | |
| 4 | Determine site constraints and permitting requirements | 1 | | | 3 | | | | | | | | | | | | | | |
| 5 | Project Management/Administration | 6 | | | | | | | | | | | | | | | | 16000 | |
| Phase A Subtotal | | \$6,182.70 | \$0.00 | \$0.00 | \$3,782.10 | \$0.00 | \$3,389.44 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$13,354 | \$ | \$ | \$ | \$ 4,700 | |
| Phase B: Design Phase Services | | | | | | | | | | | | | | | | | | | |
| 100% Stage | | | | | | | | | | | | | | | | | | | |
| Coordinate and perform geotechnical investigations | | | | | | | | | | | | | | | | | | | |
| 1 | Prepare 100% 30" WTM drawings | 36 | 0 | 0 | 250 | 380 | 280 | 126 | 0 | 1082 | | | | | | | | | |
| 2 | Prepare 100% Class B cost estimate and schedule | | | | 16 | 24 | | | | 40 | | | | | | | | | |
| 3 | Prepare 100% project manual | 5 | | | 32 | 60 | | | | 97 | | | | | | | | | |
| 4 | Perform in-house QA/QC | 36 | | 24 | | | | | | 60 | | | | | | | | | |
| 5 | Participate in 100% review meeting/TXDOT Utility Accommodation process | 4 | | | 4 | 12 | | | | 20 | | | | | | | | | |
| 6 | Prepare meeting minutes | 4 | | | 4 | | | | | 8 | | | | | | | | | |
| 7 | Prepare 100% submittal package (incl. 15 full-size and 15 half-size drawings) | | | | 12 | 16 | 20 | 20 | 8 | 76 | | | | | | | | | |
| Final Stage | | | | | | | | | | | | | | | | | | | |
| 8 | Address review comments and prepare Final drawings and project manual | 40 | 0 | 0 | 64 | 110 | 90 | 48 | 24 | 352 | | | | | | | | | |
| 9 | Provide support for Fort Hood Letter of Agreement for construction and maintenance access | 24 | | | 8 | 8 | | | | 72 | | | | | | | | | |
| 10 | Prepare Class A cost estimate and schedule | 2 | | | 12 | 20 | | | | 34 | | | | | | | | | |
| 11 | Perform in-house QA/QC | 16 | | 16 | | | | | | 32 | | | | | | | | | |
| 12 | Prepare Final Bid Document package (document originals, mylars, electronic files, design criteria, calcs, etc.) | 4 | | | 8 | 8 | 12 | 12 | 4 | 48 | | | | | | | | | |
| 13 | Project Management/Administration | 40 | | | | | | | 48 | 88 | | | | | | | | | |
| Phase B Subtotal | | \$43,484.99 | \$0.00 | \$8,370.00 | \$75,642.00 | \$52,208.10 | \$43,427.20 | \$18,733.56 | \$5,093.76 | 2009 | \$246,960 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Phase C: Bid-Award-Execution Phase Services | | | | | | | | | | | | | | | | | | | |
| 1 | Bid Document Coordination | | | | 4 | | | | | 0 | | | | | | | | | |
| 2 | Pre-Bid conference participation | | | | 16 | 16 | 32 | 32 | | 99 | | | | | | | | | |
| 3 | Addenda support | | | | 4 | | | | | 4 | | | | | | | | | |
| 4 | Bid Opening Participation | | | | | | | | | 10 | | | | | | | | | |
| 5 | Project Management/Administration | 10 | | | | | | | | 10 | | | | | | | | | |
| Phase C Subtotal | | \$3,503.53 | \$0.00 | \$0.00 | \$4,322.40 | \$1,325.92 | \$3,389.44 | \$2,801.28 | \$0.00 | 121 | \$15,343 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total Hours | | 258 | 0 | 40 | 465 | 646 | 474 | 246 | 84 | 2,213 | \$275,656 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Subtotal \$ | | \$53,171 | \$0 | \$8,370 | \$83,747 | \$53,534 | \$50,206 | \$21,535 | \$5,094 | | \$275,656 | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| KBR Total | | | | | | | | | | | | | | | | | | | |
| Subcontractor Subtotal plus 5% | | | | | | | | | | | | | | | | | | | |
| Reimbursable Expenses (copies) plus 5% | | | | | | | | | | | | | | | | | | | |
| Total Fee Amount | | | | | | | | | | | | | | | | | | | |



NORTH LOOP - 30" WATER LINE PROJECT

5 YR. CAPITAL IMPROVEMENT PLAN (2010 - 2014)

| | |
|---------------|-----------------------|
| DATE: | March 03, 2010 |
| REVISION: | N/A |
| SCALE: | N/A |
| DESIGNED BY: | City of Copperas Cove |
| DRAWING FILE: | Water-05a.pdf |
| SHEET: | 5 of 7 |

CITY OF COPPERAS COVE



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

**FM 116/SH 9 WATER (30-INCH) TRANSMISSION MAIN
 OPINION OF PROBABLE CONSTRUCTION COST
 SCENARIO 1: JOINT WATER & ROADWAY CONSTRUCTION**

| Quantity | Unit | Item Description | Unit Price | Amount |
|-----------------|-------------|---|-------------------|---------------|
| 37 | CY | Flexible Base. | \$ 57 | \$ 2,105 |
| 55 | SY | Hot Mix Asphaltic Concrete Pavement, 2-inches, Type D. | \$ 22 | \$ 1,234 |
| 150 | LF | Jacking or Boring 48" Dia., ASTM A139 (Min.) 3/8" Steel Pipe. | \$ 407 | \$ 61,009 |
| 350 | LF | Encasement Pipe 48-inch Dia., Type Steel | \$ 220 | \$ 77,000 |
| 10700 | LF | Trench Excavation Safety Protection Systems (all depths). | \$ 2 | \$ 16,496 |
| 900 | LF | Pipe, 6-inch Dia. Class 350 Ductile Iron (all depths), including Excavation and Backfill. | \$ 39 | \$ 35,055 |
| 8560 | LF | Pipe, 30-inch Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill. | \$ 148 | \$ 1,263,456 |
| 1990 | LF | Factory Restrained Joint Pipe, 30" Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill. | \$ 202 | \$ 402,109 |
| 150 | LF | Factory Restrained Joint Pipe, 30" Dia. Class 250 Ductile Iron, in 48" steel casing. Complete in Place. | \$ 210 | \$ 31,455 |
| 2 | EA | Wet Connections, 30" Dia. x 30" Dia. | \$ 13,315 | \$ 26,630 |
| 21 | TON | Ductile Iron Fittings for Factory Restrained Joint Pipe. | \$ 9,551 | \$ 200,565 |
| 9 | EA | Valves, Gate, 30" Diameter | \$ 33,467 | \$ 301,199 |
| 13 | EA | Valves, Gate, 6" Diameter | \$ 1,192 | \$ 15,500 |
| 11 | EA | Fire Hydrant Assembly | \$ 4,328 | \$ 47,609 |
| 9 | EA | Automatic Combination Air/Vacuum Release Valve Assembly, 6" Diameter. | \$ 11,982 | \$ 107,840 |

3/1/2010

Prepared by KBR

1 of 2

**FM 116/SH 9 WATER (30-INCH) TRANSMISSION MAIN
 OPINION OF PROBABLE CONSTRUCTION COST
 SCENARIO 1: JOINT WATER & ROADWAY CONSTRUCTION**

| | | | | |
|--------------|-----------|--|------------------|------------------|
| <u>1</u> | <u>LS</u> | <u>Total Mobilization Payment.</u> | \$ <u>62,717</u> | \$ <u>62,717</u> |
| <u>10700</u> | <u>LF</u> | <u>Safety Fencing.</u> | \$ <u>1</u> | \$ <u>14,598</u> |
| <u>4</u> | <u>EA</u> | <u>C.I.P. Project Sign.</u> | \$ <u>463</u> | \$ <u>1,850</u> |
| <u>1</u> | <u>LS</u> | <u>Waterline Cleaning, Disinfection, Final Flushing and Bacteriological Testing.</u> | \$ <u>3,500</u> | \$ <u>3,500</u> |
| <u>1</u> | <u>LS</u> | <u>Pre- and Post- Construction Video Inspection of Site.</u> | \$ <u>4,000</u> | \$ <u>4,000</u> |

TOTAL ESTIMATED BASE BID:..... \$ 2,675,927

CONTINGENCY (10%)..... \$ 267,593

TOTAL ESTIMATED BID:..... \$ 2,943,520



CITY OF COPPERAS COVE
STANDARD PROFESSIONAL SERVICES AGREEMENT

THE STATE OF TEXAS §
 §
CORYELL COUNTY §

This Professional Services Agreement (“Agreement”) is made and entered by and between the City of Copperas Cove, Texas, (the “City”) a Texas municipality, and _____ (“Professional”).

Section 1. Duration. This Agreement shall become effective upon _____ and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

Section 2. Scope of Work.

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as Exhibit “A”. The work as described in the Scope of Work constitutes the “Project”. Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be of the level of professional quality performed by Professionals regularly rendering this type of service.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

Section 3. Compensation.

(A) The Professional shall be paid in the manner set forth in Exhibit “A” and as provided herein.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the City's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* Any and all reimbursable expenses related to the Project shall be included in the scope of services (Exhibit A) and accounted for in the total contract amount. If these items are not specifically accounted for in Exhibit A they shall be considered subsidiary to the total contract amount.

Section 4. Changes to the Project Work; Additional Work.

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and not does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Professional shall execute a supplemental agreement for the additional work and the City shall compensate the Professional for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

Section 5. Time of Completion.

The prompt completion of the services under the Scope of Work relates is critical to the City. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

Section 6. Insurance.

Before commencing work under this Agreement, Professional shall obtain and furnish to the City evidence of the following insurance during the term of this Agreement and thereafter as required herein:

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least

\$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

Section 7. Miscellaneous Provisions.

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the City, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant to the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall placed on all documents and data furnished by the Professional to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the City and Professional. The City acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the City with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the City and is not an employee, agent, official or representative of the City. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation,

pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados] labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

Section 8. Termination.

(A) This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Professional and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the City terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the City of

the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

Section 9. Indemnification. Professional agrees to indemnify and hold the City of Copperas Cove, Texas and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Professional – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904(a) OF THE TEXAS LOCAL GOVERNMENT CODE AS APPLICABLE.

Section 10. Notices. Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

Section 11. No Assignment. Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

Section 12. Severability. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

Section 13. Waiver. Either City or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

Section 14. Governing Law; Venue. This Agreement and all of the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Coryell County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Coryell County, Texas.

Section 15. Paragraph Headings; Construction. The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

Section 16. Binding Effect. Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

Section 17. Gender. Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

Section 18. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 19. Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

Section 20. Entire Agreement. It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

Section 21. Relationship of Parties. Nothing contained in this Agreement shall be

deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

Section 22. Right To Audit. City shall have the right to examine and audit the books and records of Professional at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

23. Dispute Resolution. In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL GOV'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, in an effort to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the dispute.

24. Disclosure of Business Relationships/Affiliations; Conflict of Interest Questionnaire. Professional represents that it is in compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

EXECUTED on this the _____ day of _____, 2010.

CITY:

By: _____

Name: Andrea M. Gardner

Title: City Manager

PROFESSIONAL:

By: _____

Name: _____

Title: _____

ADDRESS FOR NOTICE:

CITY

507 S. Main Street
Copperas Cove, TX 76522

PROFESSIONAL

with a copy to:

City Attorney
City of Copperas Cove, Texas
507 S. Main Street
Copperas Cove, TX 76522

KBR

505 E. Huntland Drive, Ste. 100 • Austin, Texas 78752
Office: 512.420.0338 • Fax: 512.419.1432

March 03, 2010

Mr. Wesley Wright, P.E.
City of Copperas Cove
1601N. First Street
Copperas Cove, TX 76522

Re: Task Order No. 1
SH9/FM 116 30-inch Water Transmission Main Improvements
Professional Services Agreement

Dear Mr. Wright:

Attached is our proposal for performing professional engineering services related to the SH9/FM 116 30-inch water transmission main improvements for your review and authorization. The anticipated water main improvements are illustrated in the attached figure. Our services include Phase A, B and C services related to the Design and Bid/Award of approximately 10,000 lf of 30-inch water main. In an effort to conform to the Texas Department of Transportation (TxDOT) established schedule milestones, during Phase B, KBR plans one design submittal at the 100% design stage. As we understand, TxDOT is requiring the 100% design submittal by April 1, 2010. In light of the limited available design days, we anticipate further discussion and coordination with TxDOT and Kimley-Horn and Associates, Inc. regarding the submittal of the Final Bid Documents prior to the TxDOT letting date of July, 2010. These services include:

Phase A: Preliminary Phase Services:

KBR collects available utility, topographical survey, geotechnical and environmental data, design drawings, as-built record drawings, reports, etc. for purposes of developing the proposed 30-inch water transmission main alignment. KBR attended three meetings to discuss project goals, requirements and schedule milestones. Preliminary conceptual drawings are prepared.

Phase B: Design Phase Services:

100% Design: KBR will prepare and submit to the City the 100% design drawings in MicroStation format, cost estimate (Class B) and a complete Special Specifications document for the 30-inch Water Transmission Main according to the established schedule. These drawings and special specifications will also be provided to Kimley-Horn and Associates, Inc. (KHA) for inclusion in their FM 116 and SH 9 roadway drawings. Environmental protection features are assumed to be provided by KHA for the roadway improvements. The design drawings will only contain a cover sheet, note sheets, general project layout sheet, water pipe plan and profiles, and relevant details. The drawings and special specifications will be provided to TxDOT for permitting and bid letting purposes. KBR will attend a Submittal Review meeting to discuss the 100% drawings with both TxDOT and the City. KBR will prepare brief meeting minutes to document results of review meeting. KBR will provide five (5) hard copies of half-sized drawings for City review and all electronic drawing files on CD for record purposes. KBR will transmit electronically all bid document files for TxDOT permitting and use. Hard copies will also be provided if requested. All review comments will be addressed according to City and TxDOT preferences and procedures.

During this phase, KBR will also provide support related to securing an agreement with Fort Hood for the construction and maintenance of the water main segments located outside of the SH 9 right-of-way limits. This support includes attending three meetings the Fort Hood and City staff, and preparation and development of documents for the review by all parties, excluding metes and bounds descriptions, if required.

Final Bid Documents: KBR will prepare and submit final bid documents and (Class A) cost estimate to the City's Project Manager, KHA and TxDOT according to established project schedule. Final Bid Document package will include document originals, electronic files, and other project related data. Five (5) hard copies of half-sized drawings all electronic files on CD will be provided to the City. KBR will transmit electronically to TxDOT all final bid document files for bid letting purposes.

Phase C: Bid-Award-Execution Phase Services:

Bid and Award Support: KBR will attend the pre-bid conference and assist the City and TxDOT in conducting the conference; prepare and deliver conference minutes to the City. During the bidding period, KBR will prepare written responses to inquiries from the bidders and prepare written addenda as may be required to amend contract documents.

Project Management: General project management and administrative services related to day to day project progress.

Subcontractor Services:

Holt Engineering, Inc. will provide geotechnical services including drilling, logging and sampling of approximately 20 soil borings, construction drawing and specification review, preparation of the Geotechnical Data Report and the Geotechnical Design Memorandum.

Blanton & Associates, Inc. will provide environmental and permitting coordination and support services through the 100% and Final design stages.

4Ward Land Surveying will provide topographical survey for the pipeline segments located outside the proposed SH 9 roadway limits and prepare one permanent water easement and one temporary working space easement document.

Please note a fee budget for the Phase D Construction Phase Services is not currently included. The requirement for this service will be determined at a later date.

Budget Breakdown:

A budget breakdown shown in attached Fee Schedule. The total estimated cost for these services is \$319,599.00, including sub-consulting services.

I may be reached at 512-483-9353 if you need to discuss further.

Sincerely,



Ramon Salazar, P.E.
Water Resource Manager – Central Texas

City of Copperas Cove City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-4

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

SUBJECT: Consideration and possible action on authorizing the City Manager to execute an agreement for the lease of space at the Hills of Cove Golf Course for the purpose of preparation and sale of concessions.

1. BACKGROUND/HISTORY

The Hills of Cove Golf Course has operated a concessions area at the golf course for a number of years. The approved 2009-2010 budget did not include funding to continue the service. The golf course, while seeking a concessionaire, has offered prepackaged grab and go concessions.

2. FINDINGS/CURRENT ACTIVITY

City staff has reviewed several different options to provide concessions to the golf course customers. Staff established several goals including the ability to retain the course's TABC license, the ability to offer a variety of catering options for golf tournaments and events, and to maintain a consistent and quality daily concession option to patrons of the Hills of Cove Golf Course. Staff met with several prospective concessionaires and selected one who satisfies all three of the goals.

3. FINANCIAL IMPACT

The financial Impact will be \$3,000 in revenues, from the lease, for the remainder of the 2009-2010 budget year.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council authorize the City Manager to execute an agreement for the lease of space at the Hills of Cove Golf Course for the purpose of preparation and sale of concessions.

HILLS OF COVE MUNICIPAL GOLF COURSE FOOD AND BEVERAGE SERVICE CONTRACT

This Contract is entered into by and between the City of Copperas Cove (hereinafter called "City"), acting by and through its City Manager and David Gosnell hereinafter called "Concessionaire"), for the operation of a food and beverage service to be located at Hills of Copperas Cove Golf Course (hereinafter called "Golf Course"): This agreement is pursuant to the following terms, conditions and covenants:

1. INDEPENDENT CONTRACTOR AGREEMENT

- 1.1 City hereby engages Concessionaire to operate a food and beverage service pursuant to the provisions contained herein. Such operations are to include, but not necessarily be limited to, the storage, preparation, cooking, refrigeration, and distribution of all types of food for breakfast, brunch, lunch, dinner, and event-type (when applicable) meals, and non-alcoholic beverages. These items may include, but are not limited to: sandwiches, "grill" items, snacks, chips, cookies, muffins, pastries, breads, dessert items, fruit, specialty coffees, teas, cheeses, fresh juices, candies, mineral water, and complete entrees. Concessionaire shall be responsible for the maintenance and upkeep of kitchen and dining areas at the Golf Course clubhouse, as promulgated by the City through the Golf Course Manager (hereinafter called the "Manager") or his designee; and on the Golf Course.
- 1.2 The Food and Beverage operation shall be provided to the general public and golfers enjoying the facilities.
- 1.3 Concessionaire shall be an independent contractor and not an employee of City. Concessionaire shall not be entitled to or receive any benefits provided by City to City's employees. Concessionaire accepts full responsibility for filing all tax returns and paying all taxes that may be required or due for Concessionaire's employees under the terms and conditions of this Contract.

2. TERMINATION PROVISIONS

- 2.1 In addition to causes for termination delineated in this Article and Article 3 and paragraphs 11.1 and 14.1 hereinafter, City shall have the right to terminate this Contract under the following conditions:
 - 2.1.1 Failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner his responsibilities under this Contract, or violation by Concessionaire of any of the covenants or agreements of this Contract after being notified in writing by the Manager of such failure or violation. If deficiencies in compliance by Concessionaire are correctable, Concessionaire shall have thirty (30) days following receipt of written notice that his compliance is untimely, improper or unsatisfactory to correct such compliance deficiencies. Failure to correct such deficiencies to the satisfaction of the Manager during said thirty (30) days should result in termination of this Contract upon the conclusion of said thirty (30) days. If compliance deficiencies by Concessionaire are not correctable, City shall thereupon have the right to terminate this Contract, by giving written notice to Concessionaire of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- 2.2 Concessionaire may, at his discretion, terminate this Contract by giving City one hundred eighty-- (180) day's prior written notice of intent to terminate.

3. DEFAULTS AND REMEDIES

- 3.1 The following events shall be deemed to be events of default by Concessionaire under this Contract:

- 3.2 Concessionaire's failure to pay any installment or any part thereof, of monthly lease fee due City as provided for in this Contract shall result in a declaration of default. If such failure continues for a period of ten (10) days following receipt of written notice by the Director, City may terminate this Agreement. The failure by Concessionaire, through any cause, to fulfill in a timely, proper or satisfactory manner his responsibilities under this Contract, or violation by Concessionaire of any of the covenants or agreements of this Contract after being notified in writing by the Manager of such failure or violation shall result in Concessionaire being declared in default. If deficiencies in compliance by Concessionaire are correctable, Concessionaire shall have five (5) days following receipt of written notice that his compliance is untimely, improper or unsatisfactory to correct such compliance deficiencies. Failure to correct such deficiencies to the satisfaction of the Manager during said five (5) days should result in termination of this Contract upon the conclusion of a written thirty- (30) day notice. If compliance deficiencies by Concessionaire are not correctable, City shall thereupon have the right to terminate this Contract, by giving written notice to Concessionaire of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.
- 3.3 Upon the occurrence of an event of default as heretofore provided, City has the right, at its option, to declare this Contract, and all rights and interests created by it, terminated. Upon City electing to so terminate, this Contract shall cease and come to an end as if that were the day originally fixed herein for the expiration of the term hereof; or City, its agents or attorney has the right, at its option, to resume possession of the Golf Course Clubhouse kitchen and dining areas without relieving Concessionaire of any obligation hereunder related to commission still due and owing in this Contract, or any extension thereof, as applicable.
- 3.4 Any termination of this Contract as herein provided, does not relieve Concessionaire from the payment of any sum or sums that are due and payable or become due and payable to City hereunder, or any claim for damages then or theretofore accruing against Concessionaire hereunder, or any such sum or sums or claim for damages by any remedy provided for by law, or prevent City from recovering damages from Concessionaire for any default thereunder. All rights, options and remedies of City contained in this Contract shall be cumulative of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy or relief available at law or in equity, whether or not stated in this Contract. No waiver by City of a breach of any of the covenants, conditions or restrictions of this Contract shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition or restriction herein contained.

4. TERM OF CONTRACT

- 4.1 The term of this Contract shall be for one (1) year beginning _____, 2010, and terminating _____, 2011, unless sooner terminated pursuant to the provisions of Articles 2 and 3.

COMPENSATION TO THE CITY

- 4.2 Concessionaire agrees to pay to the City throughout the term of this Contract, the following \$600.00 monthly.
- 4.3 Concessionaire shall make aforesated payments to City no later than the tenth (10th) day of each month for the preceding business month. Said payments shall be submitted to:

City of Copperas Cove
Finance Department
P.O. Box 1449
Copperas Cove, Texas 76522

5. FOOD AND BEVERAGE CONCESSION OPERATION

- 5.1 The food and beverage concession conducted by Concessionaire shall be done so within the framework of Concessionaire's proposed "Management and Operating Plan," attached hereto as EXHIBIT A and those rules and regulations delineated in this Article. City, through the Manager, shall notify Concessionaire in writing of any non-compliance of operational issues therewith. Concessionaire shall correct any such non-compliance within five (5) calendar days following receipt of such written notice.
 - 5.1.1 Concessionaire agrees to maintain operating hours that include at a minimum: 10:00 am to 3:00 pm Monday – Friday and 7:00 am – 3:00 pm Saturday and Sunday.
- 5.2 Concessionaire will be responsible for the cleanliness of all food preparation, eating areas and serving areas, as well as the tabletops and floor spaces in the eating areas, and shall maintain the Premises in a clean and sanitary condition at all times, which condition must conform with Concession minimum standards mandated by the City of Copperas Cove.
- 5.3 City is responsible for the cleanliness of the common areas, including walls, windows, light fixtures and the common area restroom facilities. Excluded are the tabletops, floor spaces and any accompanying condiment containers.
- 5.4 The Concessionaire shall also supply and maintain, at its own expense, any extra and incidental kitchen and dining room appliances, equipment and/or paraphernalia necessary to insure that the food and beverages served are acceptable for both the food service operation and a particular catered event, including, but not necessarily limited to, chairs, tables, and individual linen. All equipment that is provided solely by Concessionaire shall remain the property of the Concessionaire and may be removed by the same at termination of the Concession Agreement with the City, subject to the terms of said Agreement.
 - 5.4.1 Concessionaire may remove an item or items of equipment, not the property of the city, at his/her discretion, prior to the termination of the Concession Agreement, so long as the removed item does not hinder efficient and continuous food and beverage operations.
 - 5.4.2 Catered events ("Special Events) scheduled by Concessionaire must be submitted to Manager for written approval at least five (5) days before the function.
 - 5.4.3 Equipment for mobile vending (golf cart-type) of food and beverage concessions is required for the golf course, as is the implementation and operation of same.
- 5.5 City will provide ice machine.
- 5.6 In regards to the sale and consumption of alcoholic beverages, The City shall retain the right and therefore the responsibility for the service of Alcoholic Beverages."
 - 5.6.1 Concessionaire will require if applicable employees to take the TABC-approved "seller/server" certification course.
- 5.7 All items sold and distributed by the Concessionaire shall be of First Class (Grade "A") quality, and all services provided by the Concessionaire shall be rendered courteously, efficiently and in a business-like and accommodating manner.
 - 5.7.1 The City reserves the right to prohibit the sale of any item that it deems objectionable and shall have the right to order the improvement of the quality of the merchandise or the services rendered.

- 5.7.2 The Manager reserves the right to make reasonable objections to the food or drinks served or other items sold or otherwise used or distributed the service in the operation, the number of staff available for service, and the character of the appearance, cleanliness and condition of the Premises.
- 5.8 After the contract is awarded and initial pricing established, all items sold, and their pricing, for subsequent contract years, as described above will be subject to annual review and approval by the Manager.
 - 5.8.1 Concessionaire shall observe a system-wide pricing structure as it relates to the prices of soft drinks.
 - 5.8.2 Concessionaire may run specials and promotions consistent with good business practices.
 - 5.8.3 The Manager must approve all price increases in writing in advance.
 - 5.8.4 Concessionaire shall prominently post current food and beverage menu(s) and prices.
- 5.9 Concessionaire shall comply with all building, plumbing, electrical and other applicable codes and regulations in the installation and operation of his food and beverage related equipment.
- 6.13 Food and beverage concession area shall not be used to store any supplies, materials or equipment not used in the food and beverage operation.
- 6.14 Concessionaire must provide a sufficient number of qualified employees to insure prompt customer service. All food and beverage concession employees shall comply with and be subject to applicable health codes, rules and regulations.
- 6.15 Concessionaire must comply with all federal and state laws and City ordinances and codes applicable to the food and beverage concession including payment of all federal, state and local taxes, fees, licenses and permits.
- 6.17 Concessionaire is responsible for controlling and/or policing of unauthorized food and beverages brought onto the golf course by golfers and their guests.

6. IMPROVEMENTS BY CONCESSIONAIRE

- 6.1 Concessionaire shall make no physical construction, improvements or alterations to the Golf Course Clubhouse kitchen and dining areas without prior review and written approval of plans therefore by the Golf Course Manager. All costs and expenses of such approved physical construction, improvements or alterations to the Golf Course initiated by Concessionaire shall be at Concessionaire's sole cost and expense.
- 6.2 All permanent improvements and/or alterations made by Concessionaire become the property of City upon completion thereof.
- 6.3 Concessionaire covenants that he shall not bind, or attempt to bind, City for the payment of any money in connection with the construction, repair, alteration, addition, or reconstruction in, on or about the Clubhouse kitchen and dining areas.
- 6.4 Concessionaire has had full opportunity to examine the Clubhouse facilities and acknowledges that there is in and about it nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. Concessionaire's use of the Clubhouse kitchen and dining areas for the purposes authorized herein shall be conclusive evidence of his acceptance thereof in good order and satisfactory condition, and Concessionaire

hereby accepts the kitchen and dining areas in their present condition as suitable for the purposes for which this Contract prescribes.

- 6.5 Concessionaire agrees that no representations respecting the conditions of the Golf Course's Clubhouse kitchen and dining areas and no promises to construct, reconstruct, alter, repair or improve same, either before or after the execution hereof, have been made by City or its agents to Concessionaire unless the same are contained herein or made a part hereof by specific reference herein. City expressly denies making any warranty as to the suitability of the Licensed Premises for any purpose. Concessionaire acknowledges that City has made no representations regarding the suitability of the premises for Concessionaire's purposes.

7. UTILITY AND MAINTENANCE RESPONSIBILITIES

- 7.1 Concessionaire shall provide for and pay directly to the utility companies services fees for telephone lines and connections, any cable/satellite television connections, and any other supplemental utility services Concessionaire requires in or on the Contracted Premises. Concessionaire shall also furnish and install all electric light bulbs, tubes and ballasts. City shall not be liable to Concessionaire in damages or otherwise if said services are interrupted or terminated because of necessary repairs, installations, improvements or any cause beyond the control of the City.
- 7.1.1 Concessionaire shall provide and pay for all necessary safety inspections and maintenance of vent hoods, grills, grease traps and fire-suppression systems.
- 7.2 The Concessionaire shall be responsible for the prompt removal of waste, trash and garbage from the Premises and will keep Premises clean and washed at all times. In addition, Concessionaire will arrange for all grease traps to be cleaned and maintained on a regular schedule.
- 7.3 Concessionaire agrees, at Concessionaire's sole cost and expense, to maintain and keep the interior of the Contracted Premises, including, but not limited to, interior plumbing, plumbing fixtures, plumbing lines and plumbing connections and interior electrical fixtures, lamps, bulbs, wiring and connections, and interior walls, flooring, doors, plate glass and other interior improvement, as well as, all appliances, tables and chairs, in good working order and repair and in a good, clean, safe and sanitary condition (usual wear, tear, acts of God, or unavoidable accident, only excepted).
- 7.4 The City, the Manager and/or his designee shall have access to the Concession Premises during its regular business hours of operation for the purpose of inspecting the conditions of the facility and for making repairs, when applicable and necessary.

8. INDEMNIFICATION

- 8.1 **CONCESSIONAIRE covenants and agrees to FULLY INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONCESSIONAIRE'S activities under this AGREEMENT, including any acts or omissions of CONCESSIONAIRE, any agent, officer, director, representative, employee, consultant or subcontractor of CONCESSIONAIRE, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this AGREEMENT, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and**

not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONCESSIONAIRE shall promptly advise the CITY in writing of any claim or demand against the CITY or CONCESSIONAIRE known to CONCESSIONAIRE related to or arising out of CONCESSIONAIRE'S activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at CONCESSIONAIRE'S cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving CONCESSIONAIRE of any of its obligations under this paragraph.

- 8.2 It is the EXPRESS INTENT of the parties to this AGREEMENT, that the INDEMNITY provided for in this section (Section 10), is an INDEMNITY extended by CONCESSIONAIRE to INDEMNIFY, PROTECT and HOLD HARMLESS, the CITY from the consequences of the CITY'S OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the CITY is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the CITY is the sole cause of the resultant injury, death, or damage. CONCESSIONAIRE further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the CITY and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

9. INSURANCE REQUIREMENTS

- 9.1 Any and all employees, representatives, agents or volunteers of Concessionaire while engaged in the performance of any work required by the City or any work related to a lease of space or Concession Agreement with the City shall be considered employees, representatives, agents or volunteers of Concessionaire only and not of the City. Any and all claims that may result from any obligation for which Concessionaire may be held liable under any Workers' Compensation, Unemployment Compensation or Disability Benefits law or under any similar law on behalf of said employees, representatives, agents or volunteers shall be the sole obligation and responsibility of Concessionaire.
- 9.2 Prior to the commencement of any work under this Agreement, Concessionaire shall furnish an original completed Certificate(s) of Insurance to the Golf Course Manager and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the City. The City shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to the City's Golf Course Manager and the City Secretary's Office and no officer or employee shall have authority to waive this requirement.
- 9.3 The City reserves the right to review the insurance requirements of this section during the effective period of the Lease Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the City, based upon changes in statutory law, court decisions, or circumstances surrounding the Lease Agreement, but in no instance will the City allow modification whereupon the City may incur increased risk.
- 9.4 A Concessionaire's financial integrity is of interest to City, therefore, subject to Concessionaire's right to maintain reasonable deductibles in such amounts as are approved by City, Concessionaire shall obtain and maintain in full force and effect for the duration of the Lease Agreement, and any extension hereof, at Concessionaire's sole expense, insurance coverage written, on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

| | | |
|----|---|--|
| 1. | Workers' Compensation and Employers Liability | Statutory \$500,000/\$500,000/\$500,000 |
| 2. | Commercial General (Public) Liability Insurance to include coverage for the following: | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 aggregate |
| | a. Premises/Operations | |
| | b. Independent Contractors | |
| | c. Broad Form Contractual Liability | |
| | d. Products/completed operations | |
| | e. Broad form property damage, to include fire legal liability | |
| | f. Personal Injury | |
| | g. Explosion, collapse, underground | |
| 3. | Comprehensive Automobile Liability (if appl.) | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence or its equivalent |
| | a. Owned/Leased Vehicles | |
| | b. Non-owned Vehicles | |
| | c. Hired Vehicles | |
| 4. | Motor truck cargo insurance including loading and unloading coverage; written on an inland marine form and an all risk basis | \$1,000,000 |
| 5. | Property Insurance: For physical damage to the property of CONCESSIONAIRE, including improvements and betterment to the Leased Premises | Coverage for a minimum of eighty percent (80%) of the replacement cost of CONCESSIONAIRE'S property |

9.5 The City shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the City, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Upon such request by the City, the Concessionaire shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

9.6 Concessionaire agrees that with respect to the above-required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions.

10.7 Name the City and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

10.7.1 Provide for an endorsement that the "other insurance" clause shall not apply to the City of Copperas Cove where the City is an additional insured shown on the policy;

10.7.2 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the City.

10.8 Concessionaire shall notify the City in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to the City at the following address:

City of Copperas Cove
Hills of Cove Golf Course
Attn: Course Manager
1408 Golf Course Rd
Copperas Cove, Texas 76522

City of Copperas Cove
Finance Department
Attn: City Finance Officer
P.O.Box 1449
Copperas Cove, Texas 76522

- 9.7 If Concessionaire fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Lease Agreement. Procuring of said insurance by the City, however, is not the exclusive remedy for failure of Concessionaire to maintain said insurance or secure said endorsements. In addition to any other remedies the City may have upon Concessionaire's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Concessionaire to stop work hereunder, and/or withhold any payments(s) which become due to Concessionaire hereunder until Concessionaire demonstrates compliance with the requirements hereof.
- 9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Concessionaire may be held responsible for payments of damages to persons or property resulting from Concessionaire's or its subcontractors' performance of the work covered under this Lease Agreement.
- 9.9 All personal property placed in the Leased Premises shall be at the sole risk of Concessionaire. City shall not be liable, and Concessionaire waives all claims for any damage either to the person or property of Concessionaire or to other persons due to the Leased Premises or any part of appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of employees, or other occupants of the Leased Premises, or any other persons; due to the happening of any accident in or about said Leased Premises. Concessionaire shall save and hold harmless City from any claims arising out of damage to Concessionaire's property or damage to Concessionaire's business, including subrogation claims by Concessionaire's insurers.

10. CONTRACT OVERSIGHT

- 10.1 The Golf Course Manager, or his designee, shall be City's principle agent for monitoring Concessionaire's compliance with this Contract

11. HOLD HARMLESS AND NO LIABILITY FOR LOSSES INCURRED BY CONCESSIONAIRE

- 11.1 Concessionaire specifically understands and agrees that City accepts no liability for any loss by Concessionaire of funds/revenues, merchandise, equipment, supplies, materials or other goods owned by Concessionaire whether due to theft, robbery, break-in, vandalism, acts of God or any other causes.
- 11.2 Concessionaire agrees to hold City harmless for any theft, damages or destruction of signs, goods and/or other property of Concessionaire so left on the Contracted Premises after Concessionaire vacates the Golf Course's Clubhouse kitchen and dining areas. If said signs, goods and any other property placed by Concessionaire upon the Contracted Premises are not removed by Concessionaire within thirty (30) days after the Contracted Premises are vacated, then the City may remove same without further notice or liability therefor.

- 11.3 Upon any such expiration or termination of this Contract, Concessionaire shall quit and peacefully relinquish control of the Food and Beverage Concession to City, and City, upon or at any time after such expiration or termination, may, without further notice, enter upon and re-enter the Clubhouse and possess itself thereof, by force, summary proceedings, ejection or otherwise, and may remove Concessionaire and all other persons and property, including all signs, furniture, trade fixtures, and other personal property which may be disputed as to its status as fixtures, from the Clubhouse kitchen and dining areas.

12. RECORDS, REPORTS AND AUDIT RIGHTS

- 12.1 Concessionaire shall maintain, in the City of Copperas Cove, Texas, books and records reflecting his operations hereunder in accordance with generally accepted accounting principles. Such books and records, together with any other documentation necessary for verification of Concessionaire's compliance with the terms of this Contract, shall be made available to Manager or any of his authorized representatives, upon request. The City Finance Department shall have the right to conduct an audit, examine and make excerpts or transcripts from said books, records and documentation to verify the amount of Gross Revenues reported and Compensation paid to City each year.
- 12.2 Concessionaire shall furnish an annual financial statement, prepared by a certified public accountant, showing all Gross Revenues for the applicable year, within ninety (90) days after the end of Concessionaire's fiscal year. Any accounting system utilized by Concessionaire shall adhere at all times to generally accepted accounting practices.
- 12.3 All applicable records and accounts of Concessionaire, together with all supporting documentation, shall be preserved in Coryell County, Texas, by Concessionaire for five (5) years after the final payment under this Contract or until all audits, if any, are complete and findings on all claims have been finally resolved, whichever is the greater period of time. City, if it elects, has the right to require that any or all of such records and accounts be submitted for audit to City or to a certified public accountant to be selected by City. If it shall be determined, as a result of such audit, that there has been a deficiency in the payments due to City hereunder, then such deficiency shall become immediately due and payable with interest at the maximum legal rate under applicable law from the date when said payments should have been made. In addition, if payments have been understated by more than two percent (2%) and City is entitled to an increase in payments due hereunder as a result of such understatement, then Concessionaire shall pay the cost of such audit by City or City's designated auditor. In the event Concessionaire shall be delinquent in furnishing to City any monthly statement or other statements required hereunder and shall not furnish said statements to City within two (2) days following the request for same, then Concessionaire shall be automatically in default of this Contract, and shall constitute grounds for termination of this Contract by City.

13. TAXES AND LICENSES

- 13.1 Concessionaire shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees and applicable employment taxes which are now or may hereafter be levied upon Concessionaire, or upon the business conducted on the Golf Course by Concessionaire, or upon any of Concessionaire's property used in connection therewith; and shall maintain in current status all Federal, State and local licenses and permits required for the operation of the business conducted by Concessionaire. Failure to comply with the foregoing provisions shall constitute grounds for termination of this Contract by City.

14. ASSIGNMENT AND SUBLETTING

- 14.1 Concessionaire shall not assign this Contract or any portion hereof, or allow same to be assigned by operation of law or otherwise, or sublet the Contract or any part thereof. Any assignment or subletting by Concessionaire shall constitute grounds for termination of this Contract by City.
- 14.2 Without the prior written consent of Concessionaire, City shall have the right to transfer and assign, in whole or in part, any of its rights and obligations under this Contract and in the Golf Course Clubhouse referred to herein; and to the extent that such assignee assumes City's obligations hereunder, City shall, by virtue of such assignment, be released from such obligation.

15. CONCESSIONAIRE'S EMPLOYEES

- 15.1 Concessionaire shall provide and train, at his sole cost and expense, a sufficient number of employees to comply with his contractual obligations hereunder. Such employees of Concessionaire shall in no way be construed as City employees nor shall they be entitled to any compensation or benefits from or by the City.
- 15.2 Concessionaire shall develop and enforce a policy of employee standards for on-the-job conduct, appearance and demeanor.
- 15.3 Concessionaire shall pay wages that are not less than the minimum wages required by federal and state statutes to persons employed in the food and beverage concession.

16. NON-DISCRIMINATION

- 16.1 Discrimination based on race, color, sex, age, religion, disability, political affiliation, belief, or national origin, directly or indirectly, in employment practices or in the use of or admission to the Golf Course Clubhouse Food and Beverage Service is prohibited.

17. MINIMUM WAGE

- 17.1 Concessionaire shall not, except as may otherwise be permitted by applicable laws and regulations, pay less than the minimum wage required by Federal and State statutes to persons employed in his operations hereunder.

18. CONFLICT OF INTEREST

- 18.1 Concessionaire acknowledges that he is informed that Texas law prohibits contracts between the Concessionaire and any local public official, such as a City officer or employee, and that the prohibition extends to an officer or employee of City agencies, such as City-owned utilities and certain City boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. Concessionaire certifies (and this Contract is made in reliance thereon) that neither he, nor his employees or agents, nor any person having a substantial interest in this Contract is an officer or an employee of the City or any of its agencies.

19. CITY RESERVATIONS

- 19.1 City reserves the right to approve or disapprove any food and beverage service Special Event scheduled by Concessionaire; any function that requires a third party vendor must receive written approval from the Director five (5) days prior to the event.

20. AMENDMENT

- 20.1 This Contract, together with and any attached exhibits, constitutes the entire agreement between the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind the parties hereto. No amendment, modification or alteration of the terms of this Contract shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

21. SEPARABILITY

- 21.1 If any clause or provision of this Contract is illegal, invalid or unenforceable under present or future laws effective during the term of this Contract, then and in that event it is the intention of the parties hereto that the remainder of this Contract shall not be affected thereby, and it is also the intention of the parties to this Contract that in lieu of each clause or provision of this Contract that is illegal, invalid or unenforceable there be added as a part of this Contract a legal, valid and enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

22. NOTICES

- 22.1 Notices to City required or appropriate under this Contract shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to the City Secretary, P.O. Box 1449 Copperas Cove, TX. 76522, or to such other address as may have been designated from time to time in writing by the City Manager of the City of Copperas Cove. Notices to Concessionaire shall be deemed sufficient if in writing and mailed, first class, U.S. Mail, postage pre-paid, addressed to Concessionaire at the address currently on file with the Manager or at such other address on file with the City Secretary as Concessionaire may provide from time to time in writing to City.

23. PARTIES BOUND

- 23.1 The covenants and agreements herein contained shall inure to the benefits of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns, and if there shall be more than one party designated as Concessionaire in this Contract, they shall each be bound jointly and severally hereunder.

24. TEXAS LAW TO APPLY

- 24.1 **THIS CONTRACT 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 CORYELL COUNTY, TEXAS.**

25. GENDER

- 25.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

26. CAPTIONS

26.1 The captions contained in this Contract are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Contract.

27. ENTIRE AGREEMENT

27.1 This Contract, together with the authorizing ordinance and any attached exhibits, constitutes the entire Contract between the parties hereto respecting the subject matter herein, and any other written or parol agreement with City regarding the subject matter herein is hereby expressly waived and terminated by Concessionaire. It is understood that the Charter of the City requires that all contracts with the City be in writing and adopted by ordinance. Further, no amendment, modification or alteration of the terms of this Contract shall be binding unless the same be in writing, dated subsequent to the date hereof, duly executed by the parties hereto and approved by such an ordinance.

IN WITNESS WHEREOF, we have affirmed our signatures this _____ day of _____, 2010.

City of Copperas Cove

ATTEST:

Jane Lees, City Secretary

By: _____
Andrea M. Gardner, City Manager

APPROVED AS TO FORM:

Charles E. Zech, City Attorney

By: _____
David Gosnell

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-5

Contact – Kelli Sames, Human Resources Director, 547-4221
ksames@ci.copperas-cove.tx.us

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

1. BACKGROUND/HISTORY

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

2. FINDINGS/CURRENT ACTIVITY

In February 2010 the new police facility was opened. As a result of the change of building size (10,000 sq feet to 34,000 sq feet) with the new facility, City staff determined that the part time custodian is needed on a full time basis. Thus, City staff proposes the following position reclassification change:

- **Reclassification of Position**
Police Department – Part Time Custodian (.5) to Full Time (1)

Per Personnel Policy No. 120, Salary Program Administration, City Council approval is required for adjustments that need to be made to the total number of personnel positions.

3. FINANCIAL IMPACT

The salary and benefit costs to increase the position from part time to full time, for the remainder of FY 2009-10, are estimated to be \$8,174. The costs will be covered with salary vacancy savings within the Police Department.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends approval of an Ordinance amending the personnel policy.

ORDINANCE NO. 2010-16

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

WHEREAS, The City of Copperas Cove has not updated this ordinance since March 2, 2010.

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

Section 1.

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

Section 2.

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

Section 3.

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

Section 4.

That any additions, deletions or other amendments to the Personnel Policies and Procedures Manual shall be made in a manner similar to process by which this manual is originally approved and only after compliance with the Texas Open Meetings Act and approved by the City Council of the City of Copperas Cove.

Section 5.

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

Section 6.

That this ordinance shall be effective March 16, 2010.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE. TEXAS, this 16th day of March 2010, such meeting held in compliance with the Open Meeting Act (Texas Government Code, Chapter 551.001 et.seq.), at which a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

SALARY PROGRAM ADMINISTRATION

Policy #120

March 2010

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

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

SALARY PROGRAM ELEMENTS

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

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

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

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

B. Salary Review Frequency.

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

SALARY PROGRAM ADMINISTRATION

Policy #120

March 2010

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

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

MAINTENANCE OF SALARY STRUCTURE

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

CITY OF COPPERAS COVE, TEXAS

PERSONNEL SCHEDULE

| | ADOPTED FY 2009-10 | PROPOSED CHANGES 3/16/2010 |
|--|-------------------------------|---|
| GENERAL FUND | | |
| City Manager | 3 | |
| City Secretary / Elections | 2 | |
| City Attorney (Contract Labor) | 1 | |
| Finance | 7 | |
| Grants Administration | 0 | |
| Human Resources | 4.5 | |
| Information Systems | 3 | |
| Municipal Court ⁽¹⁾ | 7 | |
| City Judge (Contract Labor) | 1 | |
| Associate City Judge (Contract Labor) | 1 | |
| Police | 73.5 | 74 |
| Public Affairs Office | 1 | |
| Animal Control | 5 | |
| Fire / EMS | 53 | |
| Emergency Management | 0 | |
| Engineering | 2 | |
| Building and Development | 4 | |
| Streets | 7.5 | |
| Public Works | 0 | |
| Parks & Recreation | 18 | |
| Fleet Services | 5 | |
| Facility Maintenance | 2 | |
| Planning | 1 | |
| Library | 10 | |
| Code and Health | 4 | |
| TOTAL GENERAL FUND EMPLOYEES | <u>215.5</u> | 216 |
| WATER & SEWER FUND | | |
| Public Works | 2.25 | |
| Utility Administration | 11 | |
| Water Distribution | 11 | |
| Sewer Collection | 9 | |
| Wastewater Treatment | 11 | |
| Composting | 3 | |
| TOTAL WATER & SEWER EMPLOYEES | <u>47.25</u> | |
| RECREATION ACTIVITIES FUND | | |
| Recreation Activities | 2 | |
| TOTAL YOUTH ACTIVITIES FUND EMPLOYEES | <u>2</u> | |
| CEMETERY FUND | | |
| Cemetery | 1 | |
| TOTAL CEMETERY FUND EMPLOYEES | <u>1</u> | |
| SOLID WASTE FUND | | |
| Solid Waste Collection - Admin. | 4.25 | |
| Solid Waste Collection - Residential | 4 | |
| Solid Waste Collection - Recycling | 2 | |
| Solid Waste Collection - Brush | 2 | |
| Solid Waste Collection - Commercial | 4 | |
| Solid Waste Disposal | 5 | |

CITY OF COPPERAS COVE, TEXAS

PERSONNEL SCHEDULE

| | ADOPTED FY 2009-10 | PROPOSED CHANGES 3/16/2010 |
|--|-------------------------------|---|
| TOTAL SOLID WASTE FUND EMPLOYEES | <u>21.25</u> | |
| DRAINAGE UTILITY FUND | | |
| Drainage Utility | <u>6.5</u> | |
| TOTAL DRAINAGE UTILITY FUND EMPLOYEES | <u>6.5</u> | |
| GOLF COURSE FUND | | |
| Golf Course Operations | 3.5 | |
| Golf Course Concessions | 0 | |
| Golf Course Maintenance | <u>6</u> | |
| TOTAL GOLF COURSE FUND EMPLOYEES | <u>9.5</u> | |
| TOTAL ALL FUNDS | <u><u>303</u></u> | 303.5 |

⁽¹⁾ In FY08-09 & FY09-10, the Court Bailiff funded by Municipal Court Security Fund is a Police Officer in the Police Dept.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-6

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

SUBJECT: Consideration and action on a resolution endorsing certain legislative changes relating to the sunset review of the Texas Public Utility Commission and the special purpose review of the Electric Reliability Council of Texas to enhance the competitive electric market supported by Cities Aggregation Power Project (CAPP), Inc.

1. Background/History

The City of Copperas Cove is a member of Cities Aggregation Power Project, Inc. ("CAPP"). The CAPP Board of Directors has voted to authorize certain legislative efforts pertaining to the Sunset Commission's review of the Public Utility Commission ("PUC") and the Electric Reliability Council of Texas ("ERCOT"). The Sunset agency's recommendations pertaining to both organizations are expected to form the basis of bills during the 82nd Legislative Session in 2011. As such, CAPP will recommend legislative action related to the Sunset Commission's examination of both the PUC and ERCOT. In addition, CAPP will offer all resolutions of its members during Sunset hearings to apprise lawmakers of CAPP Cities' perspective on how to make the electric market more competitive and beneficial to consumers.

2. FINDINGS/CURRENT ACTIVITY

In 1999, Texas lawmakers adopted Senate Bill 7, the state's electric deregulation law. The legislation expanded competition in the wholesale electricity market and opened the door to competition among electric retailers. Proponents of the legislation promised lower electric prices.

Unfortunately, the reality has been otherwise. Although Texans paid electric prices well below the national average during the decade before Senate Bill 7 was passed, customers in deregulated parts of the state now pay prices above the national average. In fact, even the lowest residential electric rates in deregulated areas of Texas typically exceed rates paid by **all residents** of neighboring states, such as those in Oklahoma and Louisiana.

CAPP believes that for deregulation to fulfill its promise, the market must become more competitive. Problems include the ability of some generators to exercise monopoly-like control in large swaths of the state, and the inability of many consumers to make informed choices because of confusion in the retail electricity market. Efforts to address market design issues by ERCOT also have been mismanaged, gone over budget and fallen behind schedule.

As an active market participant, CAPP is in the unique position to identify problems that have developed in the deregulated marketplace and to provide a consumer's perspective to legislators interested in fixing those problems.

Based upon this point of view, CAPP has formulated recommendations for the Sunset Advisory Commission as it conducts its PUC and ERCOT reviews. CAPP's recommendations are intended to improve competition in the electric market place by making the PUC and ERCOT more accountable to consumers, by limiting market power, and by creating competitive options for all customers. CAPP's recommendations reflect the organization's desire for a truly healthy electric market where consumers can save and competition can flourish. Such a market — one where power remains affordable and reliable — will mean more economic development for Texas cities, and a better standard of living for our citizens.

Legislative change is necessary to better protect cities' budgets, enhance cities' ability to protect their citizens, and increase competition among retail providers. The following changes are proposed by the CAPP Board:

- All generators, regardless of size, should explicitly be barred from the unlawful exercise of market power.

Current PUC rules protect relatively small generation companies from prosecution for anti-competitive behavior. But generators that control a small portion of the wholesale electricity market can sometimes have a big impact on prices. For instance, a relatively small operator in Texas temporarily drove up overall spot market prices in 2007 by engaging in an energy bidding practice that the Wall Street Journal said was "reminiscent of one that played a role in the meltdown of California's electricity market."

- Entities such as municipalities, commercial customers or retail electric providers harmed by wholesale market abuse should be given explicit standing to participate in market power abuse enforcement actions brought by the PUC.

In 2007, the Texas Public Utility Commission initiated an enforcement proceeding against TXU for allegedly engaging in anti-competitive behavior. PUC staff found that improper actions by TXU during a short interval in 2005 had increased overall wholesale energy costs by more than \$50 million. However, Retail Electric Providers, municipalities and others harmed by these higher costs were barred from participating in

the enforcement proceeding. Such entities can contribute resources and expertise to the often overburdened PUC.

- Fines should be increased for market abuses in such a way that the PUC can order full restitution to the market, market participants, or parties injured by the violation.

In the above case, TXU's improper behavior was found by the PUC staff to have caused more than \$50 million in harm to the wholesale energy market. However, the PUC fined the company only \$15 million — an amount not even equal to the extra revenue the PUC said TXU generated from its anti-competitive activities.

- Activities defined as market abuse by the Federal Energy Regulatory Commission should be prohibited.

According to a 2007 Wall Street Journal report, a generation company operating in Texas has freely engaged in an activity that appears to be very similar to energy bidding practices associated with Enron behavior in California. However, the activities are not expressly prohibited in Texas and as a consequence of the company's actions, it can collect \$157,000 an hour to run its plant — or more than 10 times the amount it would collect under more typical circumstances, according to the newspaper. The FERC, with authority over most wholesale electricity markets in the U.S., has the ability to recognize, define and prohibit market power abuse. Texas should prohibit the type of market abuse that occurs elsewhere in the country, as prescribed by the FERC.

- The statutory purpose of the PUC should be modified to ensure that the agency harmonizes its pursuit of competition with the protection of electric consumers.

Leaders at the Texas Public Utility Commission are some of state government's most enthusiastic advocates for electric competition. However, in their zeal to promote the Texas deregulation law, leaders at the PUC have overlooked the higher electric prices paid by Texans relative to electric prices elsewhere. A slight adjustment of the Public Utility Regulatory Act would direct the agency to maintain its focus on consumer protection, even while it continues promoting electric competition.

- As a condition of conducting business in Texas, Retail Electric Providers ("REPs") should be required to include among their offers one standard electricity package that has PUC-approved terms and conditions. Such standard offer products will ensure that REPs compete based on price, not on customer confusion.

Comparing electric deals can be difficult. A quick review of the powertochoose website reveals a bewildering array of offers, each with difficult-to-comprehend fine print. Because the details of each offer vary, it is nearly impossible for consumers to make apples-to-apples

comparisons when they shop for electricity. Requiring REPs to include among their offers a standard deal established by the Public Utility Commission would reduce confusion among residential electricity consumers. REPs would have the freedom to price such standard deals in any way they see fit.

- The number of consumer representatives on the ERCOT board should be increased from the current three members, to six.

The ERCOT board sets many important rules for the Texas wholesale electricity market. The board is comprised of men and women who represent electric generation companies, retail electric providers and others with a financial stake in the market. However, end-use consumers — that is, those who ultimately pay all costs associated with the market — have been historically under-represented. As a consequence, consumers have been unable to block or mitigate potentially expensive initiatives that may benefit those with a financial interest in higher electric prices, but which do not hold any clear benefit for end-use consumers.

- The Office of the Comptroller should be assigned a seat on the ERCOT board and on appropriate budget oversight panels within ERCOT. The Comptroller's office should be given access to all ERCOT contracting material and be charged with conducting a bi-annual performance review of ERCOT.

Mismanagement at ERCOT has led to cost overruns and even criminal convictions by top officials there. In 2003, for instance, the PUC directed ERCOT to begin making important changes to its management system for the wholesale electricity market. These changes were estimated to cost no more than \$76.3 million and were expected to be in place by Oct. 1, 2006. Unfortunately, the project's costs have increased by at least 800 percent, and it is now four years behind schedule. Comptroller oversight would help discourage such costly missteps in the future.

- The PUC should be required to provide prior approval of all debt financing by ERCOT.

Debt service costs at ERCOT has increased by more than 400 percent since the 2003 fiscal year. The organization also has increased its use of debt to finance capital projects in recent years, including at least one recent capital project that is 100 percent financed with debt. More PUC oversight is required to ensure that the organization does not meet its annual budget targets through the inappropriate use of debt to shift costs into the future.

The CAPP Board, made up exclusively of City representatives, requests that the City Council pass the attached resolution endorsing CAPP's legislative/Sunset agenda.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends that the City Council adopt the attached resolution by taking a vote of the City Council.

RESOLUTION NO. 2010-13

A RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS, ENDORSING CERTAIN LEGISLATIVE CHANGES RELATING TO THE SUNSET REVIEW OF THE TEXAS PUBLIC UTILITY COMMISSION AND THE SPECIAL PURPOSE REVIEW OF THE ELECTRIC RELIABILITY COUNCIL OF TEXAS.

- WHEREAS**, the City of Copperas Cove is a member of Cities Aggregation Power Project, Inc. ("CAPP"), a non-profit organization created by cities throughout Texas to secure affordable energy for its members in the deregulated electric market; and
- WHEREAS**, affordable and reliable power means economic development for our cities and a better standard of living for our citizens; and
- WHEREAS**, by deregulating the retail electric market, Senate Bill 7 of 1999 ("SB 7") was intended to allow competitive forces to drive down the price of electricity; and
- WHEREAS**, CAPP's eight-year experience with the deregulated market, including negotiating power contracts with several different retail electric providers, indicates that the Texas electric retail market has failed to develop into a truly competitive market as envisioned by the Texas Legislature; and
- WHEREAS**, competition has failed to develop in the deregulated electric market because certain power generation companies own or control enough generation capacity to exercise market power to the detriment of customers and non-affiliated retail electric providers; and
- WHEREAS**, alleged market power abuse inquiries conducted by the Public Utility Commission ("PUC") are hampered by the lack of adequate resources because the parties hurt by the illegal activity, like cities, are not allowed to participate in the investigations; and
- WHEREAS**, the managers at the Electric Reliability Council of Texas (ERCOT) have failed to adequately manage expenses and operations. The most obvious example is ERCOT's implementation of a nodal market — a project now four years behind schedule and expected to cost at least eight times original estimates; and
- WHEREAS**, the Sunset Advisory Commission is expected to recommend legislative reforms for the PUC and ERCOT; and

WHEREAS, the City supports all such legislative reforms that promote a truly healthy electric market where competition can flourish and consumers can save money; and

WHEREAS, the City endorses efforts proposed by CAPP that enhance electric competition, implement the original intent of SB 7, and reduce costs to the City and its residents.

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

Section I.

The City urges reforming the PUC and ERCOT in such a way as to enhance competition in the deregulated market, to promote consumer protection and to encourage the sale of affordable electricity. Specifically, the City urges the Texas Legislature, as it considers changes recommended by the Sunset Advisory Commission, to adopt reforms consistent with the following:

- All generators, regardless of size, should explicitly be barred from the unlawful exercise of market power.
- Entities such as municipalities, commercial customers or retail electric providers harmed by wholesale market abuse should be given explicit standing to participate in market power abuse enforcement actions brought by the PUC.
- Fines should be increased for market abuses in such a way that the PUC can order full restitution to the market, market participants, or parties injured by the violation.
- Activities defined as market abuse by the Federal Energy Regulatory Commission should be prohibited.
- The statutory purpose of the PUC should be modified to require it to harmonize its pursuit of competition with the protection of consumers of electricity.
- As a condition of conducting business within Texas, competitive Retail Electric Providers (REPs) should be required to include among their offers one standard electricity package that has PUC-approved terms and conditions.
- The number of consumer representatives on the ERCOT board should be increased from the current three members, to six.

- The Office of the Comptroller should be assigned a seat on the board as well as on appropriate budget oversight panels within ERCOT. The Comptroller's office should be given access to all ERCOT contracting material and be charged with conducting a bi-annual performance review of ERCOT.
- The PUC should be required to pre-approve all debt financing by ERCOT.

Section II.

A copy of the resolution shall be sent to the elected lawmakers representing the City's interests in the Texas House and Senate and to the legal counsel of CAPP.

PRESENTED AND PASSED on this 16th day of March, 2010, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Coppers Cove, Texas.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

Questionnaire

Public Utility Commission
Electric Reliability Council of Texas
Office of Public Utility Counsel

Name: Geoffrey Gay and R.A. “Jake” Dyer
Lloyd Gosselink
816 Congress Avenue
Suite 1900,
Austin, TX, 78701

Organizations you represent:

Cities Aggregation Power Project, Inc. (with 102 political subdivision members)
South Texas Aggregation Power Project, Inc. (with 51 political subdivision members)
Steering Committee of Cities Served by Oncor (with 146 city members)

Public Utility Commission

1. What changes should be made to the mission or functions of the Public Utility Commission (PUC), given today’s more competitive telecommunications and electricity markets?

The state’s PUC Commissioners are some of the state government’s most enthusiastic advocates for electric competition. The agency’s leaders rarely miss an opportunity to promote the concept of deregulation in general, and the Texas experience in particular. Moreover, the Commissioners’ philosophical cheerleading has permeated the entire agency, revealing it to be an organization more interested in defending deregulation theory than in working for meaningful protections that benefit all ratepayers. But in its zeal to excuse the failure of deregulation to deliver lower prices, the PUC appears to have lost sight of what should be the agency’s core mission: service to and protection of consumers.

Texasans have gone from a long history of pre-deregulation rates that were below the national average to post-deregulation residential rates now consistently above the national average. This price switch is not simply reflected in two cherry-picked data points on a timeline, but rather is reflected in long trend lines that extend for more than a decade. Texasans also pay prices well above those paid by residents in nearby regulated states — even those states that rely upon similar fuels for their electric generators. A recent survey has shown that even the **lowest cost** electricity deals from our state’s competitive electric suppliers cannot match the average prices of electricity in regulated Louisiana and Oklahoma.

But instead of acknowledging these realities and prioritizing policies designed to get Texas rates back in line, the PUC has stated in its self-evaluation report that not only are above-average rates acceptable — but they are a policy **target**. As noted on page 17 of its self-evaluation report, the PUC identifies its “target” for residential electric prices as those prices that are 113 percent of the national average. The same self-evaluation report also notes that Texas exceeded this target because its rates were even **higher** — that is, instead of paying rates just 13 percent above the national average, residential customers of the state’s competitive electric suppliers instead paid rates nearly 30 percent above the national average.

The Sunset process should force the PUC to harmonize the pursuit of competition with the protection of consumers of electricity with a slight modification of the statutory purpose for the PUC. PURA should be changed in the following manner:

Sec. 39.001. LEGISLATIVE POLICY AND PURPOSE. (a) The legislature finds that the production and sale of electricity is not a monopoly warranting regulation of rates, operations, and services and that the public interest in competitive electric markets requires that, except for transmission and distribution services and for the recovery of stranded costs, electric services and their prices should be determined by customer choices and the normal forces of competition. As a result, this chapter is enacted to protect the public interest ~~during the transition to and the establishment of a fully competitive electric power industry.~~ **by minimizing consumer costs while facilitating the further development of a competitive electric power industry.**

2. How effectively does the PUC carry out its enforcement and consumer protection functions? Are there changes that you would recommend?

The PUC has exercised too light a hand with regards to its enforcement and consumer protection responsibilities. But electric competition cannot flourish without strong market rules and aggressive consumer protections. Ensuring both is more important than ever.

Examples of policies that neither benefit consumers nor enhance competition include a 2008 fine against TXU for \$15 million. The agency touts it as the largest fine in its history. In reality, it should have been much greater. According to findings from the PUC's own staff, the fine failed to match even the level of illicit profits TXU received because of its anti-competitive behavior. Such a weak slap on the hand does not protect consumers, nor does it enhance competition. At a minimum, the PURA should require disgorgement of profit from anti-competitive actions.

Similarly, the PUC recently adopted rules whereby Retail Electric Providers (REPs) are required to send out customer notices 30-60 days in advance of the expiration of fixed-rate contracts. However, separate rules also allow REPs to charge early termination penalties up to 14 days before contract expiration. This disconnection in timing means that REPs can punish fixed-rate customers who, upon receiving notice that their contract is about to expire, immediately sign up with a competitor. Conversely, REPs can waive early termination penalties for those customers who, upon receiving notification that their contract is about to expire, agree instead to lock in another long-term deal with the original REP. Either way, this increases customer "stickiness" in the Texas electricity market, which neither enhances competition nor benefits consumers.

We would recommend the following policy changes:

- The PUC must more vigilantly monitor the market. More resources should be assigned to enforcement activity, fines should be increased, and potential violators should be put on notice that abusive behavior will not be tolerated.

- The REP or Transmission and Distribution Utility (TDU) should compensate the consumer through billing credits or direct payments for the failures of companies to deliver services that meet the service standards set by the PUC. The PUC should establish standard fines for billing errors, violation of disconnection rules, and other common rule violations.
- The PUC should create standard offer electricity products. Like the requirement that homeowner's insurance companies were under for years, REPs should be required to include among their offers one standard electricity package that has PUC-approved terms and conditions. Such standard offer products will ensure that REPs compete based on price, not on customer confusion.
- REPs should be required to employ only standardized contracts approved by the PUC. REPs should be prohibited from creating new fees that are not specifically required by the PUC.
- The PUC should be directed to prohibit pre-paid electricity contracts.
- Fines should be increased for market abuses in such a way that the PUC can order full restitution to the market, market participants, or parties injured by the violation. This would track some of the language in the PUC's self-evaluation report. As per deceptive trade practices law, violators also should be subject to fines set at three times the value of the harm caused to the market or market participants.
- The PUC enforcement division should be required to create monthly reports to indicate what enforcement actions have been initiated and the total amount in fines for the month. The monthly report would be posted online. Metrics should be established to evaluate the enforcement division on an annual basis. The PUC should also create monthly reports on complaints and how they have been resolved.
- The PUC should be required to establish a public relations campaign on an annual basis to publicize the role of the enforcement division. All publications and advertisements of the REPs should be reviewed by the PUC's enforcement division to make certain they contain no false, misleading or deceptive communications.

3. How effectively does PUC discharge its regulatory responsibilities over telecommunications providers? Are there changes that you would recommend?

No recommendation.

4. What improvements could be made to the telecommunications assistance and high cost programs in the Universal Service Fund and the energy assistance programs in the System Benefit Fund?

System Benefit Funds (SBF) should be used only for the purposes originally included in the legislation (i.e., rate discounts; bill payment assistance for the ill and the disabled; weatherization; customer education and administration). Therefore, all the revenue collected for the fund and accrued interest on the fund should be fully appropriated for the originally intended purposes. The SBF should be restructured as a trust fund outside the treasury with PUC oversight in the same manner as the

telephone Universal Service Fund. Budget guidelines should be established to simplify the process of establishing annual budgets for SBF programs.

5. How effectively does PUC discharge its regulatory responsibilities over the electric industry? What changes are needed to ensure effective regulation?

As previously noted, the agency in recent years has cast itself less as a regulator and more as a cheerleader for deregulation. As such, it has allowed potentially anti-consumer practices to continue unchecked. It also has failed to discharge its oversight responsibilities with regards to those entities that continue to be regulated, such as the state's transmission and distribution utilities. For example, the Commission increasingly allows utilities to add insufficiently-reviewed surcharges and cost-recovery factors onto consumer bills. Such surcharges are implemented outside the regular rate review process, and as a consequence, their reasonableness cannot be determined until it is too late to do much about them.

As such, we recommend:

- The PUC should immediately re-evaluate existing utility surcharges when those utilities experience relevant changes. In October 2009, for instance, CenterPoint Energy Electric received \$200 million in stimulus funds to help underwrite the cost of installing advanced meters throughout its distribution system. To date there is no plan to reduce the surcharge approved by the PUC to pay for the meters.
- The PUC should be directed to specifically prohibit the future use of such surcharges or cost-recovery factors, the practice of decoupling rates from actual cost of service, or other alternative ratemaking practices that result in piecemeal ratemaking. Such practices needlessly drive up rates.
- The cost of compliance with the PUC's customer protections should be built into rates — not separated out in separate fees.

6. How effectively does PUC monitor the wholesale electricity market?

Wholesale electricity prices in Texas often surpass levels one would expect from a market with healthy competition. Troubling evidence has emerged that design flaws in the state's wholesale electricity market allow companies to act like monopolists at the expense of consumers. In 2007, for instance, a report determined that TXU (now Luminant) had been a "pivotal" supplier at least half the time, meaning that it had the ability to unilaterally impact prices in the balancing energy market — regardless of the actions of its competitors — during long periods.¹ TXU also engaged in activities in 2005 that the PUC staff characterized as abuse of the market, and a separate company in 2007 acknowledged engaging in practices in Texas that appeared very similar to hockey stick bidding, which has been found to violate market rules elsewhere in the nation.²

Given these realities one might expect extra vigilance from the Commission. But the PUC has avoided course corrections and on occasion even repealed useful protections. In 2006, for instance, the PUC increased wholesale price caps to levels well above those in other jurisdictions. It also has

¹ R.A. Dyer, "PUC: TXU may be too dominant," *Fort Worth Star Telegram*, Jan. 29, 2004.

² Parviz Adib and Jay Zarnikau, "Will the Texas market succeed," page 11, 2007

reversed a long-standing “sunshine policy” whereby ERCOT was required to quickly identify market participants that sold electricity on the spot market at prices well above marginal cost. The PUC, in its self-evaluation report, also notes that it had not conducted a single investigation for abuse of market power, market design, or anti-competitive behavior during the 2008 fiscal year.³ As previously noted, a recommended \$210 million fine against TXU for anti-competitive behavior was whittled down by the Commission to a mere \$15 million — which is even less than the \$20 million profit that the company reportedly reaped from its improper behavior.

Often, this hands-off approach is defended by claiming that the future nodal system will resolve many problems, or by claiming that the Independent Market Monitor will protect the market against abuses. Consumers should not take solace in either defense. A study by the American Public Power Association has found that nodal systems in other jurisdictions have not led to customer savings, nor have they reduced market abuses as advertised. Moreover, the Independent Market Monitor has not been found to be a strong consumer ally. He has called for policies that could lead to higher and more frequent price spikes in the wholesale market, and has not recommended the PUC begin any new enforcement actions for market abuses since at least 2007.

As such, we recommend that the PUC be given these additional tools and direction to police the market:

- Prohibit the five percent-of-market share safe harbor for market abusers. Under current rules, generators with less than five percent of the market are not deemed to have market power. As such they have a free hand to abuse the ERCOT market.
- Prohibit hockey stick bidding and prohibit any activities defined as market abuse by the Federal Energy Regulatory Commission.
- As stated above, maximum permissible fines should be increased for market abuses in such a way that the PUC can order full restitution to the market, market participants, or parties injured by the violation. As per deceptive trade practices law, violators should be subject to fines set at three times the value of the harm caused to the market or market participants. While a regulatory body should have reasonable discretion in the penalties it imposes, companies found to be engaging in any sort of anti-competitive behavior should be required, at a minimum, to disgorge profits associated with anti-competitive behavior.
- Create more transparency within the ERCOT spot market by requiring extensive disclosure of information about bidding in the wholesale market within two days of the bid, instead of the current 60 days. An independent study has found that with such additional transparency, Texas electric consumers could potentially save nearly \$1 billion annually — or more than \$50 per year for the average household.
- ERCOT should be directed to develop a wholesale pricing mechanism that better reflects the actual cost of generation, and re-examine current requirements whereby the price to each successful seller in the spot wholesale market for energy or capacity is established by the highest-priced bid accepted by ERCOT.

³ “Public Utility Commission of Texas Self-Evaluation Report,” September 2009, page 17.

7. What changes should be made in the ways that PUC oversees the Electric Reliability Council of Texas (ERCOT)?

- Make debt financing by ERCOT conditioned on prior approval by the PUC.
- Require the PUC to annually contract for an independent audit of ERCOT, with alternating financial and market protection reviews.

8. Should PUC be continued for 12 years? Why or why not?

Yes, with significant changes in the statute to require protection of consumers against market abuse and require pursuit of least cost regulated rates.

Electric Reliability Council of Texas

9. Should the structure of the ERCOT Board be modified? If so, how?

House Bill 2421, from the 81st Texas Legislature, included several useful reforms relating to ERCOT. That legislation fell victim to unrelated political maneuvering during the final days of the session and failed to pass. We believe many of the good ideas from HB 2421 should be resurrected and built upon. Namely:

- Increase the number of consumer representatives on the ERCOT board. Specifically, increase consumer representation from the current three members, to six. This can be achieved by giving the AG's office one seat to represent state consumer interests, giving cities one seat to represent municipal consumer interests, and assigning one citizen ratepayer to the board with the requirement that he or she is a consumer of electricity in the open market, and that he or she has no financial association or interest with any member of ERCOT, other than that of being a customer of a member company of ERCOT.
- Build upon the original recommendations of House Bill 2421 by removing electricity-asset-owning representatives from the board.

10. How effectively does ERCOT staff manage the budget and operations of the organization?

ERCOT has done a poor job of managing expenses and operations. The nodal project is the most obvious example. Initially projected to cost less than \$80 million and to be complete by 2006, the nodal system is now four years behind schedule and budgeted to cost more than \$640 million. Overall expenditures and debt financing at ERCOT also have increased steadily. A management breakdown at ERCOT allowed a criminal conspiracy to take hold inside the organization, leading to several arrests and prison sentences.

As such, we make the following recommendations:

- ERCOT should be required to reduce its dependence on the ERCOT Fee and Nodal Fees to cover costs. By 2012, ERCOT's budget should be supported by an ERCOT Fee of no more than 25¢ per MWh. All other expenses should be recovered directly from ERCOT's for-profit members.

- The Office of the Comptroller should be assigned a seat on the board as well as appropriate budget oversight panels at ERCOT. The Comptroller's office should be given access to all ERCOT contracting material and be charged with conducting a bi-annual performance review of ERCOT similar to those state agency reviews conducted by the Comptroller's office between 1991 and 2005. The Comptroller's office should release an ERCOT scorecard in advance of each regular legislative session.
- Make debt financing by ERCOT conditioned to prior approval by the PUC.
- Make ERCOT subject to open records laws, with appropriate exceptions for trade secrets. In the alternative, direct the PUC to establish rules consistent with Texas open records laws, including the creation of an appeal process to handle information disputes.

11. How well does ERCOT balance its role in managing the wholesale electricity market with its duty to ensure reliability? Would you change this balance and, if so, how?

ERCOT exercises its management duties of the wholesale electricity market and its duties over grid reliability through a stakeholder process that remains dominated by big industry players. These players pursue interests often at odds with those of consumers. As such, consumers should be given a greater voice at ERCOT, as per the recommendation in Question No. 9, above. That is, double the number of consumer representatives on the ERCOT board and remove electricity-asset-owning representatives from the board.

Reliability will increasingly involve questions of water rights, right-of-way acquisition, plans of private, unregulated entities that are driven by profit motives when deciding where to locate generation and transmission facilities, changing weather patterns that may be influenced by global warming, and federal and state laws that may compel conservation. System reliability should not be dependent upon private, profit motivated individuals, but rather the State of Texas should assume ultimate responsibility for ensuring a dynamic grid that considers and balances all the foregoing and other factors with customer demand for electricity. This effort should require coordination of the TCEQ and the PUC and should require all private parties to give notice of expected generation siting at least 18 months before commencing construction.

Office of Public Utility Counsel

12. What changes should be made to the mission or functions of the Office of Public Utility Counsel, given today's more competitive telecommunications and electricity markets?

No recommendation.

13. Should the Office of Public Utility Counsel be continued for 12 years? Why or why not?

No recommendation.

Other

14. Please add any other comments or recommendations you may have on any of these three agencies. If you suggest any changes, please provide:

- **background information on how the current system works and a description of what you would like to see changed,**
- **benefits of your recommendation, and**
- **any potential difficulties that may arise from implementing your recommendation.**

No recommendations.

Please return to:

Karl Spock

Sunset Commission

P.O. Box 13066

Austin, Texas 78711

Fax: (512) 463-0705

Phone: (512) 463-1300

email: sunset@sunset.state.tx.us

MEMORANDUM

TO: CAPP Members

FROM: Geoffrey Gay, General Counsel to CAPP

DATE: **DATE NEEDED 2010**

RE: **Action Needed – Resolution Supporting CAPP Sunset/Legislative Agenda**

The CAPP Board recommends that each CAPP member place consideration of the attached resolution on the agenda for your next scheduled council meeting and forward a copy of the signed resolution to my paralegal, Gary Stiffler by email (gstiffler@lglawfirm.com) or fax (512) 472-0532).

Also, it is important that your council provide copies of the signed resolution to your legislative delegation. When legislators are asked by the utility lobby why they favor something CAPP advocates, they need to be able to indicate that they are responding to constituent needs. Your help is critical. A draft cover letter to be signed by the Mayor is attached, along with the resolution and model staff report. You may contact Gary Stiffler (512-322-5893) if you have questions about your legislative delegation or their contact information.

The attached resolution pertains to CAPP's 2010 Sunset/Legislative agenda. As you may already know, the Sunset Advisory Commission is expected to issue recommendations this summer pertaining both to the Public Utility Commission and to the Electric Reliability Council of Texas. These recommendations are expected to form the basis of legislation during the upcoming session in 2011. The Sunset Advisory Commission will hold public hearings on ERCOT and the PUC May 25th and May 26th. These will take place in Austin. The Sunset Commission is then expected to issue its ERCOT and PUC recommendations on July 6th.

CAPP's position on critical reforms necessary to make the Texas electric market more competitive are set forth in the response to a Questionnaire from the Sunset Commission Staff, attached as Exhibit A. These recommendations presented to the Sunset Commission are reflected in the attached model Staff Report (Exhibit B), and model Resolution (Exhibit C). The model letter for the Mayor's signature is Exhibit D.

If you have any questions or need additional information, please don't hesitate to call or email me or Jake Dyer who can be reached at rdyer@lglawfirm.com or 512/322-5898. My contact information is gmg@lglawfirm.com and 512/322-5875.

March 16, 2010

The Honorable _____
P.O. Box _____
Capitol Station
Austin, Texas 78711

Dear Senator/Representative _____:

On behalf of the City of Copperas Cove, I am writing in support of proposed legislative reforms of the Public Utility Commission (PUC) and the Electric Reliability Council of Texas (ERCOT) intended to address continuing problems in the deregulated electricity market. As you know, recommendations by the Sunset Advisory Commission regarding these two organizations are expected to form the basis of bills during the 82nd legislative session that begins in 2011. The City of Copperas Cove supports a number of PUC and ERCOT reforms intended to improve competition in the deregulated market and encourage savings for our citizens.

The City of Copperas Cove is a member of Cities Aggregation Power Project ("CAPP"). Together CAPP and its sister political subdivision corporation South Texas Aggregation Project ("STAP"), have more than 150 member political subdivisions, purchasing approximately 1.2 billion kWh annually. CAPP has served as a vehicle to increase cities' ability to navigate the deregulated market and bargain for the best electricity rates and contract terms.

As an active market participant, CAPP is in the unique position to identify problems that have developed in the deregulated marketplace. CAPP wants what all Texans want: a competitive electric market that works. Unfortunately, it has been our experience that the 1999 electric restructuring law has failed to live up to its initial promise. Repeated market power abuses have driven up consumer prices. And while residential rates have declined since last year, they still remain higher than those in neighboring states and well above those one would expect from a market with healthy competition.

The attached resolution reflects the City's support for legislative proposals relating to the Sunset Advisory Commission's examination of the PUC and ERCOT. These proposals, if implemented, can contribute to the establishment of a truly healthy electric market where consumers can save money and competition can flourish. Such a market — one where power remains affordable and reliable — will result in more economic development for our cities and a better standard of living for our citizens.

I also want to offer CAPP, as a resource, as your eyes and ears in the market, while you consider the Sunset Advisory Commission's review of the PUC and ERCOT. CAPP has gained important first-hand knowledge about the deregulated electric market. CAPP members understand what works right for consumers, and what needs to change. We share your goal of creating the best possible market for Texas. Working together, we know that reform is possible.

The City would very much appreciate your support regarding these issues.

Sincerely,

John Hull, Mayor

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-7

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

SUBJECT: Consideration and action on authorizing the Mayor to appoint a Fair Housing/Equal Opportunity/Section 504 Standards Officer for TxCDBG 728267, awarded for the purpose of drainage system improvements and TxCDBG 729171, awarded for the purpose of water system improvements.

1. BACKGROUND/HISTORY

The Texas Department of Rural Affairs requires each entity receiving Texas Community Development Block Grant Program funds to appoint a Fair Housing/Equal Opportunity/Section 504 Standards Officer. The individual appointed as the Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for the oversight and compliance of fair housing and equal opportunity activities performed by the City of Copperas Cove. Additionally, the Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program.

2. FINDINGS/CURRENT ACTIVITY

On February 23, 2010, Langford Community Management Services Inc. notified the City Manager by email of the TDRA requirement. Upon appointment of an Officer, the City is required to place an ad in the notice section of the local paper identifying the person name and title.

3. FINANCIAL IMPACT

The cost of the advertisement will be the only cost associated with the appointment. Sufficient funds exist in the Water and Sewer Fund Non-Departmental accounts to satisfy the requirement.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the Mayor to appoint a Fair Housing/Equal Opportunity/Section 504 Standards Officer for TxCDBG Grant No. 728267, awarded for the purpose of drainage system improvements and TxCDBG No. 729171, awarded for the purpose of water system improvements.



A1008

**Designation Form for Section 504
and Equal Opportunity/Fair Housing Officer**



City/County: City of Copperas Cove TxCDBG Contract # 729171
 Address: 507 S. Main
Copperas Cove, TX 76522
 Telephone Number: 254/547-4221

 **

I, John Hull, Mayor, do hereby appoint _____,
 (*Chief Elected Official*) (*Name and Title*)
 as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for the City of Copperas Cove
 The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight
 and compliance of fair housing and equal opportunity activities to be performed by the City of Copperas
 Cove, as required by the Texas Community Development Block Grant Program Contract No. 729171.
 The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with
 and adhering to all civil rights laws and regulations pertaining to the Texas Community Development
 Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed
 on Exhibit D of the TxCDBG contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer: _____
 (*Signature*)

Appointed by: _____ Date: _____
 (*Signature*)



A1008

Designation Form for Section 504 and Equal Opportunity/Fair Housing Officer



City/County: City of Copperas Cove TxCDBG Contract # 728267
 Address: 507 S. Main
Copperas Cove, TX 76522
 Telephone Number: 254/547-4221

 **

I, John Hull, Mayor, do hereby appoint _____,
 (*Chief Elected Official*) (*Name and Title*)
 as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for the City of Copperas Cove
 The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight
 and compliance of fair housing and equal opportunity activities to be performed by the City of Copperas
 Cove, as required by the Texas Community Development Block Grant Program Contract No. 728267

The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with
 and adhering to all civil rights laws and regulations pertaining to the Texas Community Development
 Block Grant Program, including those described in the TxCDBG Implementation Manual and those listed
 on Exhibit D of the TxCDBG contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer: _____
 (*Signature*)

Appointed by: _____ Date: _____
 (*Signature*)

POLICY OF NONDISCRIMINATION ON THE BASIS OF HANDICAPPED STATUS

The City of Copperas Cove does not discriminate on the basis of handicapped status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

_____, _____, has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. Date June, 1988).

CITIZEN COMPLAINT PROCEDURES FOR THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In order to comply with the Texas Department of Rural Affairs's Complaint System, 10 T.A.C. Part 6, Chapter 225, Subpart A, the following citizen complaint procedures, adopted by the City of Copperas Cove, Texas, are intended to provide a timely written response to all complaints and grievances made against the City and the Community Development Block Grant Program efforts:

1. A person who has a comment or complaint about the services funded or to be funded by a block grant administered by the City may submit such comment or complaint in writing to the City Manager at the City Hall, 507 S. Main, Copperas Cove, Texas 76522.
2. The Mayor or appointee shall conduct an investigation into same and report the findings to the City Council.
3. The City Council shall notify the complainant, in writing, of the findings of any investigation conducted within 15 working days after being presented in a regularly scheduled meeting of the City Council, and what action, if any, is deemed necessary.
4. A copy of the above outlined comment and/or complaint procedures can be obtained at the City Hall in the City of Copperas Cove, Texas, between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday (except holidays).

Fair Housing. It's Right! It's Fair!
It's for Everyone!
March is Fair Housing Month
for the City of Copperas Cove



EQUAL HOUSING OPPORTUNITY
Discrimination Complaint
Hotline 1/800-669-9777
(TDD) 1/800-927-9275

City of Copperas Cove
507 S. Main
Copperas Cove, Texas 76522
254/

TDD Relay Texas Service Center: w/ 800/735-2989
w/o/ 800-735-2988

City of Copperas Cove City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-8

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

**SUBJECT: Consideration and action on an Ordinance adopting Section 504
Grievance Procedures for the City of Copperas Cove.**

1. BACKGROUND/HISTORY

The City of Copperas Cove was awarded development block grants for providing water system improvements. Federal legislation (specifically, the U.S. Department of Housing and Urban Development regulations, 24 CFR Subpart A, Section 8.4(a)) requires funding from block grant sources to develop and implement Section 504 Grievance Procedures.

2. FINDINGS/CURRENT ACTIVITY

Currently, the City of Copperas Cove is planning the use of development block grant funds to provide the funding of the 2010 CDBG water system improvements.

The ordinance, if passed, will provide the City with a procedure for receiving and handling complaints concerning Section 504 of the Rehabilitation Act of 1973 as amended.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an Ordinance adopting Section 504 Grievance Procedures for the City of Copperas Cove.

ORDINANCE NO. 2010-18

**AN ORDINANCE OF THE CITY OF COPPERAS COVE TO
ADOPT A CITY OF COPPERAS COVE SECTION 504
GRIEVANCE PROCEDURES.**

WHEREAS, in accordance with Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794) and HUD regulations, the City of Copperas Cove established procedures for the prompt and equitable resolution of Section 504 grievance and complaints; and

WHEREAS, the City of Copperas Cove will provide reasonable access for qualified handicapped individuals to participate in any program or activity receiving federal financial assistance; and

WHEREAS, the City of Copperas Cove has designated the Risk Manager to coordinate Section 504 compliance efforts and maintain the files and records of the City of Copperas Cove relating to the complaint files; and

WHEREAS, the City of Copperas Cove will provide timely written determination as to the validity of the complaints and grievances within 10 working days; and

WHEREAS, the City of Copperas Cove will identify how the needs of handicap residents will be met in the case of programs or activities where a significant number of residents can be reasonably expected to participate.

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

That the City of Copperas Cove is adopting Section 504 Grievance Procedures (attached to this Ordinance as Exhibit A) for compliance with Section 504 and HUD regulations.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS, this 16th day of March 2010; at a regular meeting of the City Council such meeting was held in compliance with the Open Meetings Act (Texas Government Code, Article 551.011 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, PC, City Attorney

Section 504 Grievance Procedures

Copperas Cove has adopted an internal grievance procedure providing for prompt an equitable resolution of complaints alleging any action prohibited by the U.S. Department of Housing and Urban Development regulations (24 CFR Subpart A Sec. 8.4(a) implementing Section 504 of the Rehabilitation Act of 1973 as amended (29 USC 794). Section 504 states, in part that “No otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance...”

Complaints should be addressed to: Brian Hawkins, Risk Manager, 507 S. Main, Copperas Cove, Texas, 76522, 254/547-4221 who has been designated to coordinate Section 504 compliance efforts.

A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.

A complaint should be filed within ten (10) working days after the complainant becomes aware of the alleged violation. (Processing of allegations of discrimination occurring before this grievance procedure was in place will be considered on a case-by-case basis).

An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by Andrea Gardner, City Manager. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.

A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Andrea Gardner, City Manager, and a copy forwarded to the complainant no later than ten (10) working days after its filing.

The Section 504 coordinator shall maintain the files and records of the City of Copperas Cove relating to the complaint files.

The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within ten working days to the City of Copperas Cove.

The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.

These rules shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Copperas Cove complies with Section 504 and HUD regulations.

City of Copperas Cove

City Council Agenda Item Report

March 16, 2010

Agenda Item No. I-9

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

SUBJECT: Consideration and action on an ordinance revising Chapter 19, § 19-67(b) of the Code of Ordinances.

1. BACKGROUND/HISTORY

Chapter 19 of the Code of Ordinances was last revised in December 1997. Currently, § 19.67 (b) provides a minimum fee of five dollars (\$5.00) to a maximum fee of fifteen dollars (\$15.00) be charged by a wrecker tow business for each day or part of a day storage of a vehicle is provided by the business.

2. FINDINGS/CURRENT ACTIVITY

On February 17, 2010, Robert Savage of Savage Auto Parts submitted a request, dated February 2, 2010, to the City Manager to increase the maximum fee allowed to twenty dollars (\$20.00) for each day or part of a day storage of a vehicle is provided by vehicle storage facilities within the corporate boundaries of the City of Copperas Cove. The requested change, if approved by Council, will allow storage facilities to charge storage fees consistent with § 2303.155 of the Texas Occupations Code as amended from time to time.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an Ordinance revising Chapter 19 § 19.67 (b) of the Code of Ordinances.

ORDINANCE NO. 2010-17

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING CHAPTER 19 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 regulations for vehicles for hire to ensure the fees charged are not excessive and an annual permitting process is established; and

WHEREAS, the City Council continues to seek to protect the citizens of the City of Copperas Cove from excessive fees and provide fair practices with a regulatory program that includes vehicles for hire ordinances regulating the activities of the companies to include the fees charged; and

WHEREAS, the City Council recognizes the need to allow fair compensation to the companies providing storage of vehicles; and

WHEREAS, the City Council recognizes an adjustment in such fees must be set forth by ordinance; and

WHEREAS, the City Council recognizes that the Texas Occupations Code was amended to increase the daily storage fee allowed by a vehicle storage facility; and

WHEREAS, the City Council desires to amend the City's Code of Ordinances to allow said increase in storage fees consistent with § 2303.155 of the Texas Occupations Code as amended from time to time.

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

SECTION 1.

That the current storage fees contained in Section 19.67 (b) of the City's Code of Ordinances is hereby amended as follows:

Sec. 19.67

(b) *Rotation list fees; storage fees.*

A minimum fee of five dollars (\$5.00) to a maximum fee of twenty dollars (\$20.00) may be charged by a wrecker tow business for each day or part of a day storage of a vehicle is

provided by the business, except that a daily storage fee may not be charged for more than one (1) day if the vehicle remains at the vehicle storage facility less than twelve (12) hours. For purposes of this paragraph, a day is considered to begin and end at midnight.

SECTION 2.

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

SECTION 3.

That should any section, clause, or provision of the Vehicles for Hire 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 16th day of March 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

**SAVAGE AUTO PARTS & SERVICE CENTER
124 CHEROKEE ST. COPPERAS COVE, TX. 76522
(512)932-2100 / (254)547-1341**

February 02, 2010

ATTN: Andrea Gardner
City of Copperas Cove
City Manager

RE: Vehicle Storage Facility
Daily storage fee:

The Tow Companies of Copperas Cove would like to have the daily storage rate of \$15.00 per day raised to \$20.00 per day. This would be a much needed increase for the Vehicle Storage Facilities. TDLR has approved this increase in HB 480 on September, 2009. We are the only city that still charges \$15.00 per day.

We:

Mid-Tex

Ferris

McGehee

Cassidy McGehee

Spicer Bros

Spicer

Phil's

Phil

Z-Car

Z-Car

Savage Auto

Robert F. Savage

Would like to bring this to the attention of the City Council for your approval.

THANK YOU
Robert F. Savage
OWNER
SAVAGE AUTO PARTS

RECEIVED
2-17-10
RL

City of Copperas Cove City Council Agenda Item Report

March 16, 2010

Agenda Item No. J-1

Contact – Betty Price, Copperas Cove Downtown Association, 547-7571
vp@copperascove.com

SUBJECT: Copperas Cove Downtown Association 2009-10 Report.

1. BACKGROUND/HISTORY

The Copperas Cove Downtown Association requested funds from the Hotel Occupancy Tax fund from the City of Copperas Cove in the 2009-10 budget process associated with the Krist Kindl Markt. The Krist Kindl Markt was held December 4, 2009 to December 6, 2009. It is the responsibility of The Copperas Cove Downtown Association to provide a report on revenues, expenditures, and performance measures related to the event.

2. FINDINGS/CURRENT ACTIVITY

See attached report.

3. FINANCIAL IMPACT

None.

4. ACTION OPTIONS/RECOMMENDATION

None.

| Krist Kindl Markt | | |
|--|--------|---------------------|
| Income Statement 2009 | | |
| | | |
| | | |
| Income | | |
| Booth Rental | | \$ 11,240.00 |
| Carnival Proceeds | | \$ 1,163.00 |
| City Tourism Funds | | 11,034.85 |
| Total income | | \$ 23,437.85 |
| Reimbursable Expenses | | |
| Entertainment | | \$ 2,971.25 |
| Advertising | | 8,063.60 |
| Total Requested for Reimbursement | | \$ 11,034.85 |
| Other Additional Expenses | | |
| Advertising | | \$ 492.00 |
| Electricity | | 4,431.56 |
| Security | | 350.00 |
| Prizes | | 200.00 |
| Labor | | 250.00 |
| Lights | | 600.00 |
| Christmas Decorations | | 167.57 |
| Total | | \$ 6,491.13 |
| Net After City Reimbursement | | \$ 5,911.87 |
| Performance Measures | | |
| # of Attendies | Approx | 9,000 |
| # of Vendors | Approx | 92 |
| # of Hotel Rooms Booked | Approx | 15 |