



City of Copperas Cove

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 **Workshop Council Meeting** of the City of Copperas Cove, Texas, will be held on **January 18, 2011 at 6:00 p.m.** in the City Hall Council Chambers at 507 South Main Street, Copperas Cove, Texas 76522, at which time the following subjects will be discussed:

- A. CALL TO ORDER**
- B. ROLL CALL**
- C. WORKSHOP ITEMS**
 - 1. Presentation and discussion on Code Committee recommendations. **Mike Baker, Fire Chief**
 - 2. Provide direction to City staff regarding item C-1 above. **Andrea M. Gardner, City Manager**
- D. 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) 542-8927 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted at _____, January 14, 2011, 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



City of Copperas Cove

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

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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 **January 18, 2011 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. 2010 Employee Events Committee Recognition. **Andrea M. Gardner, City Manager**
 - Deanna Sloan, Senior Accountant, Finance Department
 - Shane Kieltyka, Corporal, Police Department
 - Stephen Clendenen, Lieutenant, Fire Department
 - Gene Williams, Supervisor, Parks and Recreation Department
 - Mark Flock, Operator II, Water Distribution Department
- 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 regular council meeting of January 4, 2011. **Jane Lees, City Secretary**

2. Consideration and action on authorizing the City Manager to enter into an agreement with Austin Turf and Tractor for the purchase of new equipment for the Parks Maintenance Department. **Ken Wilson, Division Head of Parks and Leisure Services**

H. **PUBLIC HEARINGS/ACTION**

1. Public hearing and action on amending Chapter 4, Section 4-1 of the Code of Ordinances of the City of Copperas Cove. **Mike Baker, Fire Chief**

I. **ACTION ITEMS**

1. Consideration and action on authorizing the City Manager to provide First Southwest Asset Management, Inc. with thirty (30) days written notice to terminate the Agreement for Arbitrage Rebate Compliance Services. **Andrea M. Gardner, City Manager**

2. Consideration and action on authorizing the City Manager to execute an agreement with Conbrio Consulting for the completion of the Development Review Process Improvement Project. **Joseph Pace, Planner**

3. Consideration and action on authorizing the City Manager to execute a Drainage Easement Encroachment Agreement at 1504 Vista Circle. **Wesley Wright, P.E., City Engineer**

4. Consideration and action on a resolution of the City of Copperas Cove, Texas suspending the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed and is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee. **Andrea M. Gardner, City Manager**

5. Consideration and action on an ordinance amending Section 3-51 of the City of Copperas Cove Code of Ordinances. **Andrea M. Gardner, City Manager.**

6. Consideration and action on an ordinance amending the Animal Control section of the City's Fee Schedule. **Andrea M. Gardner, City Manager.**

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

K. **ITEMS FOR FUTURE AGENDAS**

L. **EXECUTIVE SESSION**

1. Pursuant to §551.072 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property.

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

N. **ADJOURNMENT**

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

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I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Copperas Cove was posted at _____, January 14, 2011 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

Date: 01/18/2011

Information

Subject

2010 Employee Events Committee Recognition. ***Andrea M. Gardner, City Manager***

- Deanna Sloan, Senior Accountant, Finance Department
 - Shane KIELTYKA, Corporal, Police Department
 - Stephen Clendenen, Lieutenant, Fire Department
 - Gene Williams, Supervisor, Parks and Recreation Department
 - Mark Flock, Operator II, Water Distribution Department
-

Information

SUBJECT

Consideration and action on approving the minutes from the regular council meeting of January 4, 2011.
Jane Lees, City Secretary

BACKGROUND/HISTORY

FINDINGS/CURRENT ACTIVITY

ACTION OPTIONS/RECOMMENDATION

Attachments

Link: [Regular Minutes 1-4-11](#)

**CITY OF COPPERAS COVE
CITY COUNCIL REGULAR MEETING MINUTES
January 4, 2011 – 7:00 P.M.**

- A. **CALL TO ORDER** - Mayor Hull called the meeting to order at 7:00 p.m.
- B. **INVOCATION AND PLEDGE OF ALLEGIANCE** - Pastor Brian Hawkins of Cove Fellowship Ministries in Copperas Cove gave the invocation and Mayor Hull led the pledge of allegiance.
- C. **ROLL CALL**
- Present:
- Cheryl L. Meredith
Charlie D. Youngs
Gary L. Kent
Danny Palmer
Kenn Smith
Jim Schmitz
Frank Seffrood
John Hull
- Attendees:
- Andrea M. Gardner
Jane Lees
- D. **ANNOUNCEMENTS** - Council Member Youngs mentioned that the City held a press conference before Christmas regarding the southeast bypass. He thanked the citizens of Copperas Cove for passing the bond back in 2008 that made it possible for the City to go forth and get the project done. Council Member Kent wished everyone a happy new year and said he is looking forward to getting bigger and better things accomplished in 2011 and working together. City Manager Gardner announced that the Gatesville Messenger ran an article following Christmas on the northeast bypass bid let, however, the caption was incorrect and referred to the southeast bypass. Polo Enriquez, Executive Director of the Economic Development Corporation, wished everyone a happy and prosperous new year. He announced the lighting up of the digital sign and showed several pictures. He said the sign became operational as of 3:30 p.m. this afternoon. There were minimal problems with the startup and it seems to be working well. The sign will be in test mode until Friday. He thanked the EDC Board Members for their hard work in getting the sign erected.
- E. **PUBLIC RECOGNITION**
1. Employee Service Awards - January 2011. **Andrea M. Gardner, City Manager**
 - Loretta Bell, Solid Waste Administrative Assistant, 10 Years
 - Lee Corr, Parks and Recreation Community Outreach Specialist, 5 Years
 - Ronnie Cummings, Firefighter/Paramedic, 5 Years

2. Employee Service Awards - January 2011. **John Hull, Mayor**
 - Andrea M. Gardner, City Manager - 5 Years
3. Proclamation: School Board Recognition Month. **John Hull, Mayor**

F. **CITIZENS FORUM** – None.

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 of December 7, 2010. **Jane Lees, City Secretary**
2. Consideration and action on approving the minutes from the regular council meeting of December 7, 2010. **Jane Lees, City Secretary**
3. Consideration and action on award of a bid to Philpott Motors for the purchase of three (3) police pursuit vehicles. **Tim Molnes, Police Chief**
4. Consideration and action on authorizing the submission of the Texas Book Festival 2011 Technology Grant application. **Margaret Handrow, Library Director**
5. Discussion and Action on authorizing the submission of the Texas Book Festival 2011 Collections Enhancement Grant. **Margaret Handrow, Library Director**
6. Consideration and action on a resolution accepting the quarterly investment report as presented for the quarter ending September 30, 2010 per the Investment Policy. **Andrea M. Gardner, City Manager**

Council Member Palmer requested that items G-3, G-4 and G-5 be removed from the Consent Agenda for further discussion.

Council Member Kent made a motion to approve the remaining Consent Agenda items, G-1, G-2 and G-6, as presented. Council Member Smith seconded the motion, which passed unanimously.

Consent Agenda item G-3: Chief Molnes answered several questions from Council Members Palmer and Kent. Council Member Palmer made a motion to approve Consent Agenda item G-3 as presented. Council Member Kent seconded the motion, which passed unanimously.

Consent Agenda item G-4: Library Director, Margaret Handrow, gave an overview and answered questions from the Council. Council Member Palmer made a motion to approve Consent Agenda item G-4 as presented. Council Member Kent seconded the motion, which passed unanimously.

Consent Agenda item G-5: Library Director, Margaret Handrow, gave an overview and answered questions from the Council. Council Member Palmer made a motion to approve Consent Agenda item G-5 as presented. Council Member Smith seconded the motion, which passed unanimously.

H. PUBLIC HEARINGS/ACTION

1. Public hearing and action on the Skyline Flats, Phase 2, Section 1 Final Plat. **Wesley Wright, P.E., City Engineer**

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

Speaking: None.

Mayor Hull closed the public hearing at 7:36 p.m.

Council Member Seffrood made a motion to approve the Skyline Flats, Phase 2, Section 1 Final Plat as presented. Council Member Palmer seconded the motion, which passed unanimously.

I. ACTION ITEMS

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

Council Member Schmitz made a motion to reappoint Adam Wolf, Kathleen Wolf, Christine Luciano and Ceci Moffett to the KCCB Commission for a two-year term. Council Member Kent seconded the motion, which passed unanimously.

2. Consideration and action on a Drainage Easement Encroachment Agreement for 1505 Vista Circle. **Joseph R. Pace, Planner.**

Council Member Meredith made a motion to authorize the City Manager to enter into the Drainage Easement Encroachment Agreement for 1505 Vista Circle. Council Member Seffrood seconded the motion, which passed unanimously.

3. Project update and consideration and action on authorizing the City Manager to execute an addendum to an agreement between the City of Copperas Cove and River City Engineering, Ltd. for professional services related to the Eastside Infrastructure Improvements (NE Sewer Line) project. **Andrea M. Gardner, City Manager**

Council Member Seffrood made a motion to authorize the City Manager to execute an addendum to the agreement between the City and River City Engineering for professional services related to the Eastside Infrastructure Improvements project in the amount of \$50,000. Council Member Meredith seconded the motion.

AYE:

Cheryl L. Meredith
Gary L. Kent
Kenn Smith
Jim Schmitz
Frank Seffrood

NAY:

Charlie D. Youngs
Danny Palmer

Motion passed five to two.

- J. **REPORTS FROM OUTSIDE ENTITIES, ADVISORY COMMITTEES AND BOARDS - None.**
- K. **ITEMS FOR FUTURE AGENDAS** - Council Member Youngs requested an update to the Council on the timeline of condemnation actions taken regarding action item I-3.
- 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 7:54 p.m.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

Date: 01/18/2011

Contact: Ken Wilson, Division Head of Parks and Leisure Services,
Community Services

Information

SUBJECT

Consideration and action on authorizing the City Manager to enter into an agreement with Austin Turf and Tractor for the purchase of new equipment for the Parks Maintenance Department. ***Ken Wilson, Division Head of Parks and Leisure Services***

BACKGROUND/HISTORY

The Parks and Recreation Department identified a need for purchasing new turf and field maintenance equipment to update an aging fleet. During the 2010/2011 budget process, a request was made to replace a portion of the fleet and the items were included in the 2011 Tax Note as Parks and Recreation Equipment.

FINDINGS/CURRENT ACTIVITY

Staff has received quotes from Buy Board and TASB pricing structures. Austin Turf and Tractor provides the best value and lowest quote for the equipment. The purchase will include the following equipment:

Dakota Pull Type Topdresser Self Contained, John Deere 5045D Utility Tractor, John Deere Z925A Ztrak w 60" Deck, John Deere Z920A Ztrak w 54" Deck, John Deere Z910A Ztrak w 48" Deck, Ryan Sod Cutter Jr. 12" Model 544953C, John Deere TX Turf Gotor Utility Vehicle, John Deere HD200 Sprayer/2030 ProGator.

ACTION OPTIONS/RECOMMENDATION

City staff recommends City Council authorize the City Manager to enter into an agreement with Austin Lawn and Tractor for the purchase of Lawn Machines in the amount of \$93,581.89.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The Equipment cost will be within the budgeted amount and will not have any negative impact from the purchase. A total of \$122,399 is available in Fund 66. The total cost of this purchase will be \$93,581.89.

Attachments

Link: [2010 TXMAS](#)

Link: [2010 TASB](#)

AUSTIN TURF & TRACTOR
GOLF AND TURF EQUIPMENT DISTRIBUTOR

809 Steve Hawkins Pkwy
Marble Falls, Texas 78654-4219
TEL (800) 528-4290 FAX (830) 693-7791
E-MAIL: terry@austinturf.com



City of Copperas Cove
Copperas Cove, Texas
Attn: Ken Wilson

Thank you for your interest in Austin Turf and Tractor and John Deere equipment. The following is our prices for the equipment that you requested. If you have any questions, please contact me at 512-695-4148.

QTY	DESCRIPTION	
1	Dakota Pull Type Topdresser Self Contained Includes- 11 HP Honda Engine Electric over Hydraulic	\$ 12,139.57
1	John Deere 5045D Utility Tractor Includes- 2WD R3 Turf Tires Dual Rear Remote	\$ 12,411.28
1	John Deere Z925A Ztrak w 60" Deck Includes- 27hp Kawasaki Engine 7-Iron Pro Deck	\$ 8,988.32
1	John Deere Z920A Ztrak w 54" Deck Includes- 26hp Kawasaki Engine 7-Iron Pro Deck Bagger System 14 Bu. 3 Bag	\$ 10,510.36

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1	John Deere Z910A Ztrak w 48" Deck Includes- 22hp Kawasaki Engine 7-Iron Pro Deck	\$ 6,705.26
1	Ryan Sod Cutter Jr. 12" Model 544953C Includes- 8Hp Honda engine 12" Width	\$ 4,825.00
1	John Deere TX Turf Gator Utility Vehicle Includes- Turf Tires Front Guard Protection Spray In Bedliner	\$ 8,012.85
1	John Deere HD200 Sprayer/2030 ProGator Includes- Diesel Engine 4WD Traction Unit Hydraulic Kit 200gl Tank Triple Nozzle Bodies Cast Iron Centrifugal Pump Auto Rate Controller Electric Hose Reel w 200' Hose Spraygun Eductor Loader System 15/21' Multi Boom	\$ 29,989.25

AUSTIN TURF & TRACTOR
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E-MAIL: terry@austinturf.com



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Equipment Package Total \$ 93,581.89

TxMAS Contract 7-51V050 Pricing

****No Property or Sales Tax Included in Payments**

Thank you,

Terry Harris
Central Texas Sales Representative
Cell - 512-695-4148
Email - terry@austinturf.com

AUSTIN TURF & TRACTOR
GOLF AND TURF EQUIPMENT DISTRIBUTOR

809 Steve Hawkins Pkwy
Marble Falls, Texas 78654-4219
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E-MAIL: terry@austinturf.com



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Copperas Cove, Texas
Attn: Ken Wilson

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QTY	DESCRIPTION	
1	Dakota Pull Type Topdresser Self Contained Includes- 11 HP Honda Engine Electric over Hydraulic	\$ 12,887.00
1	John Deere 5045D Utility Tractor Includes- 2WD R3 Turf Tires Dual Rear Remote	\$ 12,530.60
1	John Deere Z925A Ztrak w 60" Deck Includes- 27hp Kawasaki Engine 7-Iron Pro Deck	\$ 9,185.33
1	John Deere Z920A Ztrak w 54" Deck Includes- 26hp Kawasaki Engine 7-Iron Pro Deck Bagger System 14 Bu. 3 Bag	\$ 11,748.23

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1	John Deere Z920A Ztrak w 48" Deck Includes- 26hp Kawasaki Engine 7-Iron Pro Deck	\$ 8,638.13
1	Ryan Sod Cutter Jr. 12" Model 544953C Includes- 8Hp Honda engine 12" Width	\$ 4,825.00
1	John Deere TX Turf Gator Utility Vehicle Includes- Turf Tires Front Guard Protection Spray In Bedliner	\$ 8,101.11
1	John Deere HD200 Sprayer/2030 ProGator Includes- Diesel Engine 4WD Traction Unit Hydraulic Kit 200gl Tank Triple Nozzle Bodies Cast Iron Centrifugal Pump Auto Rate Controller Electric Hose Reel w 200' Hose Spraygun Eductor Loader System 15/21' Multi Boom	\$ 36,407.00

AUSTIN TURF & TRACTOR
GOLF AND TURF EQUIPMENT DISTRIBUTOR

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Marble Falls, Texas 78654-4219
TEL (800) 528-4290 FAX (830) 693-7791
E-MAIL: terry@austinturf.com



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Equipment Package Total \$ 104,322.40

TASB Contract 292-08 Pricing

****No Property or Sales Tax Included in Payments**

Thank you,

Terry Harris
Central Texas Sales Representative
Cell - 512-695-4148
Email - terry@austinturf.com

City Council Regular

Item #: H. 1.

Date: 01/18/2011

Contact: Mike Baker, Fire Chief/Emergency Management Coordinator

Information

SUBJECT

Public hearing and action on amending Chapter 4, Section 4-1 of the Code of Ordinances of the City of Copperas Cove. *Mike Baker, Fire Chief*

BACKGROUND/HISTORY

In November 2009, under the direction of the City Council, a Code Committee was created consisting of eight citizens to be supported by staff members to review the 2009 International Codes for possible adoption. Over the past 12 months the Committee has held numerous meetings to discuss in depth each of the selected 2009 International Codes. After completing the review the Committee has made recommendations for adoption with local amendments.

FINDINGS/CURRENT ACTIVITY

After the Committee's complete review of the selected 2009 International Codes and the 2008 National Electrical Code, it has been determined that the City's adopted codes are in need of being updated. The City adopted codes were last updated in 2000.

ACTION OPTIONS/RECOMMENDATION

City staff recommends holding a public hearing and passing the ordinance amending Chapter 4, Section 4-1 of the Code of Ordinances of the City of Copperas Cove.

Fiscal Impact

Funds available Y/N?: YES

FINANCIAL IMPACT:

NONE

Attachments

Link: [Ordinance 2011-01](#)

ORDINANCE NO. 2011-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COPPERAS COVE, TEXAS AMENDING SECTION 4-1; REPEALING ALL ORDINANCES IN CONFLICT WITH THIS AMENDMENT; PROVIDING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Copperas Cove is home rule municipal corporation organized under the constitution and the general laws of the State of Texas; and

WHEREAS, in the exercise of its lawful authority, the City of Copperas Cove may enact police power ordinances to promote and protect the health, safety and welfare of the public; and

WHEREAS, the City may, pursuant to Chapter 212 of the Texas Local Government Code ("Chapter 212") after a public hearing thereon, establish by ordinance general rules and regulations governing codes of buildings, construction, and related activities with its corporate limits and area of extraterritorial jurisdiction in order to promote the health, safety, morals or general, welfare of the City, and to promote the safe, orderly and healthful development of the City; and

WHEREAS, the City has adopted Chapter 4 of its Code of Ordinances regulating buildings, construction, and related activities; and

WHEREAS, the City held a workshop and public hearing on January 18, 2011 where the public had an opportunity to discuss proposed code modifications;

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

SECTION 1.

That the City's Code of Ordinances is hereby amended by amending Sec. 4-1 in its entirety to read as follows:

A. INTERNATIONAL BUILDING CODE (IBC) – 2009 Edition

Adoption of the IBC 2009 edition with the following local amendments:

103.1 Creation of enforcement agency. Change to read the Building Development Department is hereby created...

103.2 Appointment. The Building Official shall be appointed by the supervisor of the Building Official.

103.3 Replace Deputies with Building Inspector(s)

Delete: A Deputy Building Official, the related technical officers, Inspectors, Plan, Examiners, another employees.

Replace: with Building Inspector(s)

104.8 DELETE: “members of the board of appeals”

105.2 Work exempt from permit.

Delete the following in their entirety:

Building:

DELETE:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11m²).
2. Fences not over 6 feet (1829 mm) high.
3. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding class I, II or IIIA liquids.
4. Sidewalks and driveways not more than 30 inches (762mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.

ADOPT FOLLOWING APPENDIXES:

APPENDIX C Group U-Agricultural Buildings

APPENDIX D Fire Districts

APPENDIX E Supplementary Accessibility Requirements

APPENDIX F Rodent proofing

APPENDIX G Flood-Resistant Construction

APPENDIX I Patio Covers

APPENDIX J Grading

B. INTERNATIONAL FIRE CODE (IFC) – 2009 Edition

Adopt the IFC 2009 edition with the following local amendments:

Change to read or delete sections as shown:

103.2 Appointment. The fire code official shall be appointed by the Chief of the Fire Department of the jurisdiction.

103.4 DELETE: “members of the board of appeals”

Change to read as shown:

912.2 Location. With respect to hydrants, driveways, buildings and landscaping, fire department connections shall be so located that fire apparatus and hose connected to supply the system will not obstruct access to the buildings for other fire apparatus. The location of fire department connections shall be *approved* by the Fire Chief or his appointed designee.

912.2.1 Visible location. Fire Department connections shall be located on the street side of buildings, fully visible and recognizable from the street or nearest point of fire department vehicle access or as otherwise approved by the fire chief or his appointed designee.

ADOPT FOLLOWING APPENDIXES:

APPENDIX B Fire-Flow Requirements for Buildings

APPENDIX C Fire Hydrant Locations and Distribution

APPENDIX D Fire Apparatus Access Roads

APPENDIX E Hazard Categories

APPENDIX F Hazard Rankings

APPENDIX G Cryogenic Fluids-Weight and Volume Equivalentents

APPENDIX H Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statements (HMIS) Instructions

APPENDIX I Fire Protection Systems-Noncompliant conditions

APPENDIX J Emergency Responder Radio Coverage

C. INTERNATIONAL FUEL GAS CODE (IFGC) – 2009 Edition

Adopt the IFGC 2009 edition with the following local amendments:

103.4 DELETE: “members of the board of appeals”

ADOPT FOLLOWING APPENDIXES:

APPENDIX A Sizing and Capacities of Gas Piping

APPENDIX B Sizing of Venting Systems Servicing Appliances and Appliances Listed for use with Type B Vents.

APPENDIX C Exit Terminals of Mechanical Draft and Direct - Vent Venting Systems.

APPENDIX D Recommend Procedure for Safety Inspections of an Existing Appliance Installation (IFGS)

D. INTERNATIONAL MECHANICAL CODE (IMC) – 2009 Edition

Adopt the IMC 2009 edition with the following local amendments:

103.4 DELETE: “members of the board of appeals”

ADOPT FOLLOWING APPENDIX:

APPENDIX A Combustion Air Openings and Chimney Connector Pass-Through.

E. INTERNATIONAL PROPERTY MAINTENANCE CODE (IPMC) – 2009 Edition

Adopt the IPMC 2009 edition with the following local amendments:

103.4 DELETE: “members of the board of appeals”

ADOPT FOLLOWING APPENDIX

APPENDIX A Boarding Standards

F. INTERNATIONAL EXISTING BUILDING CODE (IEBC) – 2009 Edition

Adopt the IEBC 2009 edition with the following local amendments:

104.8 DELETE: “members of the board of appeals”

105.2 WORK EXEMPT FROM PERMITS.

BUILDING

DELETE “1. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not basement or story below and are not part of an accessible route. “

ADOPT FOLLOWING APPENDIXES

APPENDIX A Referenced Standards

APPENDIX B Supplementary Accessibility Requirements for Existing Buildings and Facilities.

G. INTERNATIONAL PLUMBING CODE (IPC) – 2009 Edition

Adopt the IPC 2009 edition with the following local amendments:

103.4 DELETE: “members of the board of appeals”

504.6 REQUIREMENTS FOR DISCHARGE PIPING.

Amend to read the following adding the exception:

5. Discharge piping shall go to the outside of the structure.

Exception: If it is not possible to reach the outside it maybe discharged to a pan serving the water heater, with prior approval of the Building Official.

ADOPT FOLLOWING APPENDIXES:

APPENDIX C Gray Water Recycling Systems

APPENDIX E Sizing of Water Piping Systems

APPENDIX F Structural Safety

APPENDIX G Vacuum Drainage

H. INTERNATIONAL PRIVATE SEWAGE DISPOSAL CODE (IPSD) – 2009 Edition

Adopt the IPSD 2009 edition with the following local amendments:

ADOPT FOLLOWING APPENDIXES

APPENDIX A System Layout Illustrations

APPENDIX B Table for Pressure Distribution System

I. INTERNATIONAL RESIDENTIAL CODE (IRC) – 2009 EDITION

Adopt the IRC 2009 edition with the following local amendments:

R104.8 DELETE: “members of the board of appeals”

P2803.6.1 Requirements for discharge pipe

Amend to read the following

5. Discharge piping shall go to the outside of the structure.

Exception: If it is not possible to reach the outside it maybe is charged to a pan serving the water heater, with prior approval of the Building Official.

2902.5.3 DELETE an atmospheric type vacuum breaker

ADOPT FOLLOWING APPENDIXES:

APPENDIX A Sizing and Capacities of Gas Piping

APPENDIX B Sizing of Venting Systems servicing appliances equipped with draft hoods, category I appliances, and appliances listed for use with type V vents

APPENDIX C Exit Terminals of Mechanical draft and direct vent venting systems

APPENDEX D Fire Apparatus Access Roads

APPENDIX E Manufactured Housing used as Dwelling

APPENDIX F Radon Control Methods

APPENDIX G Swimming Pools, Spas and Hot Tubs

APPENDIX H Patio Covers

APPENDIX I Private Sewage Disposal
APPENDIX J Existing Buildings and Structures
APPENDIX K Sound Transmission
APPENDIX M Day Care –R-3 Occupancy
APPENDIX N Venting Methods
APPENDIX O Gray Water Recycling Systems
APPENDIX P Sizing of Water Piping System

J. INTERNATIONAL ENERGY CONSERVATION CODE (IECC) – 2009 EDITION

Adopt the IRC 2009 edition with the following local amendments: None.

K. NATIONAL ELECTRICAL CODE (NEC) – 2008 Edition

Adopt the NEC 2008 edition with the following local amendments:

CHAPTER 2

1. **Section 210-11(c) (3)** is hereby amended by adding the following sentence: GFCI receptacles will not be allowed to serve bathrooms on different floors.
2. **Section 230-46** is hereby amended by adding the following sentence: Splices in service risers will not be permitted.

Additional Local requirements:

1. Electrical Service upgrade required. The electrical service shall be upgraded on a structure when electrical power is disconnected for any of the following conditions
 - a. Dangerous or unsafe electrical hazards;
 - b. Substantial damage to the electrical service over 50%;
 - c. Loss of electrical power for a period of one (1) year or longer.
2. Electrical system upgrade requirement (total rewire). The electrical system shall be upgraded on a structure when any of the following occur:
 - a. Dangerous or unsafe electrical hazards;
 - b. Substantial damage to the electrical service over 50%;
 - c. Change from residential use to commercial use. For the purpose of this section, apartment dwellings are considered residential use and hotel/motel structures are considered commercial use.
3. Multiple-tenant or lease space buildings shall have only one (1) electrical service meter allowed for each individual tenant space. Reconfigured tenant spaces that combine the interior, through door or other access points, of two or more

originally separate tenant spaces in order to serve one tenant exclusively shall be required to remove all but one (1) electrical service meter.

Adopt the following appeals and variance policy:

Appeals

Any appeals of the interpretation of the code(s) may be made to the supervisor of the code official. An Appeal shall be requested in writing to the code official requesting the appeal of the interpretation of the code(s) within in five (5) business days of the ruling by the code official. If no appeal is filed within five (5) business days of the ruling by the code official, the appellant is considered to have waved their rights of appeal. For the purposes of this chapter, a written appeal may be made in writing by letter or email addressed to the code official.

The supervisor of the code official will hear all issues and may call a meeting of the applicant for an appeal of interpretation. At this meeting, the supervisor of the code official will attempt to resolve any conflicts through education on the intent of the code(s). No code is written and adopted that can possibly predict all circumstances that may arise. The code official and his/her supervisor will seek to identify alternatives to the issues that do not violate the intent of the code but allow individual circumstances to apply using a common sense approach. The supervisor of the code official may elect to have more than one (1) meeting to accomplish a resolution. He/she may also use other resources at his/her discretion to research possible alternatives. These resources may include but are not limited to; other cities with similar ordinances and codes, legal advice from the city attorney, inquiries to other code officials, and consultation with other staff members of the City of Copperas Cove.

It is generally understood that the appeal meeting(s) will begin within ten (10) business days of the receipt of the appeal.

This appeal process in no way represents a variance to the code(s). It shall not be interpreted to be a circumvention of the intent of the code(s). It is intended to seek all possible resolutions to interpretation issues while still complying with the intent of the code.

Option 1 – No Variance Process. The Appeals process is the final disposition.

Option 2 – Staff Construction Board of Adjustment

Variations

Application and fee required. Any person, business or other organization desiring to construct, continue to construct, reconstruct, place, install, repair, maintain, relocate, alter or use any structure which does not conform to the provisions of the code(s) may make application to the Staff Construction Board of Adjustment for a variance to the provisions of the code. The Board shall have no authority to waive requirements of the standards adopted in the codes. However, the Board may consider modifications of the adopted codes. The application will be reviewed by the Board whose decision shall be final. The application shall be filed with the Building Development Department accompanied by the appropriate fee established by city council, and conform to all requirements established herein.

Requests for variances from the code(s). Within ten (10) business days after receiving denial by the code official in writing, an applicant may file a written request for a variance with the Building Development Department.

Action. Unless an extension or postponement is sought by the applicant or the Board, the Board shall consider and take action on the written request for a variance within 30 days.

Appointment of Staff Construction Board of Adjustment. The City Manager shall appoint the members of the Staff Construction Board of Adjustment with the confirmation of the City Council. The Board shall be made up of at least three staff members determined to have the technical qualifications necessary.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

That this ordinance shall go into effect on August 1, 2011

PASSED, APPROVED AND ADOPTED this 18th day of January, 2011, 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'!*. 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

Date: 01/18/2011

Contact: Andrea M. Gardner

Information

SUBJECT

Consideration and action on authorizing the City Manager to provide First Southwest Asset Management, Inc. with thirty (30) days written notice to terminate the Agreement for Arbitrage Rebate Compliance Services. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

First Southwest Asset Management has provided the City arbitrage rebate services since May 1997.

FINDINGS/CURRENT ACTIVITY

With the recent economic conditions, staff continues to review opportunities to reduce expenses for various services provided to the City without compromising the level service received. As such, the City Manager identified an opportunity to reduce the City's expenses associated with the calculation of arbitrage rebate.

In November 2010, the City met with a representative from Arbitrage Compliance Specialists, Inc. and received the attached quotation for services. Comparing the fees charged by First Southwest to Arbitrage Compliance, the savings per computation could be as high as \$1,050.

A copy of the existing agreement with First Southwest is attached for Council review. The City Attorney reviewed the existing agreement and provided legal guidance concerning the termination of the agreement with First Southwest. Should Council authorize the City Manager to provide a thirty (30) day written notice to terminate, an agenda item to execute an agreement with Arbitrage Compliance for the computation of arbitrage rebate will be presented within the next 30 days.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that City Council direct the City Manager to provide 30-day notice to First Southwest Financial Management to terminate all services provided to the City under the agreement dated March 27, 2009.

Fiscal Impact

FINANCIAL IMPACT:

See attached fee schedule. Arbitrage Rebate calculation fees are typically paid from the bond fund or debt service fund as allowed by law.

Attachments

Link: [First Southwest Agreement](#)

Link: [Arbitrage Compliance Rate Sheet](#)

**AGREEMENT FOR
ARBITRAGE REBATE COMPLIANCE SERVICES
BETWEEN
CITY OF COPPERAS COVE, TEXAS
(Hereinafter Referred to as the "Issuer")
AND
FIRST SOUTHWEST ASSET MANAGEMENT, INC.
(Hereinafter Referred to as "First Southwest")**

It is understood and agreed that the Issuer, in connection with the sale and delivery of certain bonds, notes, certificates, or other tax-exempt obligations (the "**Bonds**"), will have the need to determine to what extent, if any, it will be required to rebate certain investment earnings (the amount of such rebate being referred to herein as the "**Arbitrage Amount**") from the proceeds of the Bonds to the United States of America pursuant to the provisions of Section 148(f)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"). For purposes of this Agreement, the term "Arbitrage Amount" includes payments made under the election to pay penalty in lieu of rebate for a qualified construction issue under Section 148(f)(4) of the Code.

We are pleased to submit the following proposal for consideration; and if the proposal is accepted by the Issuer, it shall become the agreement (the "**Agreement**") between the Issuer and First Southwest effective at the date of its acceptance as provided for herein below.

1. This Agreement shall apply to all issues of tax-exempt Bonds delivered subsequent to the effective date of the rebate requirements under the Code, except for (i) issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury regulations, or (ii) issues excluded by the Issuer in writing in accordance with the further provisions hereof, (iii) new issues effected in a fashion whereby First Southwest is unaware of the existence of such issue, (iv) issues in which, for reasons outside the control of First Southwest, First Southwest is unable to procure the necessary information required to perform such services.

Covenants of First Southwest

2. We agree to provide our professional services in determining the Arbitrage Amount with regard to the Bonds. The Issuer will assume and pay the fee of First Southwest as such fee is set out in Appendix A attached hereto. First Southwest shall not be responsible for any extraordinary expenses incurred on behalf of Issuer in connection with providing such professional services, including any costs incident to litigation, mandamus action, test case or other similar legal actions.
3. We agree to perform the following duties in connection with providing arbitrage rebate compliance services:
 - a. To cooperate fully with the Issuer in reviewing the schedule of investments made by the Issuer with (i) proceeds from the Bonds, and (ii) proceeds of other funds of the Issuer which, under Treasury Regulations Section 1.148, or any successor regulations thereto, are subject to the rebate requirements of the Code;
 - b. To perform, or cause to be performed, consistent with the Code and the regulations promulgated thereunder, calculations to determine the Arbitrage Amount under Section 148(f)(2) of the Code; and
 - c. To provide a report to the Issuer specifying the Arbitrage Amount based upon the investment schedule, the calculations of bond yield and investment yield, and other information deemed relevant by First Southwest. In undertaking to provide the services set forth in paragraph 2 and this paragraph 3, First Southwest does not assume any responsibility for any record retention requirements which the Issuer may have under the Code or other applicable laws, it being understood that the Issuer shall remain responsible for compliance with any such record retention requirements.

Covenants of the Issuer

4. In connection with the performance of the aforesaid duties, the Issuer agrees to the following:
 - a. The fees due to First Southwest in providing arbitrage rebate compliance services shall be calculated in accordance with Appendix A attached hereto. The fees will be payable upon delivery of the report prepared by First Southwest for each issue of Bonds during the term of this Agreement.
 - b. The Issuer will provide First Southwest all information regarding the issuance of the Bonds and the investment of the proceeds therefrom, and any other information necessary in connection with calculating the Arbitrage Amount. First Southwest will rely on the information supplied by the Issuer without inquiry, it being understood that First Southwest will not conduct an audit or take any other steps to verify the accuracy or authenticity of the information provided by the Issuer.
 - c. The Issuer will notify First Southwest in writing of the retirement, prior to the scheduled maturity, of any Bonds included under the scope of this Agreement within 30 days of such retirement. This notification is required to provide sufficient time to comply with Treasury Regulations Section 1.148-3(g) which requires final payment of any Arbitrage Amount within 60 days of the final retirement of the Bonds. In the event the Issuer fails to notify First Southwest in a timely manner as provided hereinabove, First Southwest shall have no further obligation or responsibility to provide any services under this Agreement with respect to such retired Bonds.
5. In providing the services set forth in this Agreement, it is agreed that First Southwest shall not incur any liability for any error of judgment made in good faith by a responsible officer or officers thereof and, except to the limited extent set forth in this paragraph, shall not incur any liability for any other errors or omissions, unless it shall be proved that such error or omission was a result of the gross negligence or willful misconduct of said officer or officers. In the event a payment is assessed by the Internal Revenue Service due to an error by First Southwest, the Issuer will be responsible for paying the correct Arbitrage Amount and First Southwest's liability shall not exceed the amount of any penalty or interest imposed on the Arbitrage Amount as a result of such error.

Bonds Issued Subsequent to Initial Contract

6. The services contracted for under this Agreement will automatically extend to any additional Bonds (including financing lease obligations) issued during the term of this Agreement, if such Bonds are subject to the rebate requirements under Section 148(f)(2) of the Code. In connection with the issuance of additional Bonds, the Issuer agrees to the following:
 - a. The Issuer will notify or cause the notification, in writing, to First Southwest of any tax-exempt financing (including financing lease obligations) issued by the Issuer during any calendar year of this Agreement, and will provide First Southwest with such information regarding such Bonds as First Southwest may request in connection with its performance of the arbitrage rebate services contracted for hereunder. If such notice is not provided to First Southwest with regard to a particular issue, First Southwest shall have no obligation to provide any services hereunder with respect to such issue.
 - b. At the option of the Issuer, any additional Bonds to be issued subsequent to the execution of this Agreement may be excluded from the services provided for herein. In order to exclude an issue, the Issuer must notify First Southwest in writing of their intent to exclude any specific Bonds from the scope of this Agreement, which exclusion shall be permanent for the full life of the Bonds; and after receipt of such notice, First Southwest shall have no obligation to provide any services under this Agreement with respect to such excluded Bonds.

Effective Date of Agreement

7. This Agreement shall become effective at the date of acceptance by the Issuer as set out herein below and remain in effect thereafter for a period of five (5) years from the date of acceptance, provided, however, that this Agreement may be terminated with or without cause by the Issuer or First Southwest upon thirty (30) days prior written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to First Southwest for services provided and extraordinary expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated prior to the completion of its stated term, all records provided to First Southwest with respect to the investment of monies by the Issuer shall be returned to the Issuer as soon as practicable following written request by Issuer. In addition, the parties hereto agree that, upon termination of this Agreement, First Southwest shall have no continuing obligation to the Issuer regarding any arbitrage rebate related services contemplated herein, regardless of whether such services have previously been undertaken, completed or performed.

Acceptance of Agreement

8. This Agreement is submitted in duplicate originals. When accepted by the Issuer in accordance with the terms hereof, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Issuer and First Southwest for the purposes and the consideration herein specified. In order for this Agreement to become effective, it must be accepted by the Issuer within sixty (60) days of the date appearing below the signature of First Southwest's authorized representative hereon. After the expiration of such 60-day period, acceptance by the Issuer shall only become effective upon delivery of written acknowledgement and reaffirmation by First Southwest that the terms and conditions set forth in this Agreement remain acceptable to First Southwest.

Governing Law

9. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflicts of laws.

Acceptance will be indicated on both copies and the return of one executed copy to First Southwest.

Respectfully submitted,

FIRST SOUTHWEST ASSET MANAGEMENT, INC.

By Hill A. Feinberg

Hill A. Feinberg, Chairman & Chief Executive Officer

Date _____

ISSUER'S ACCEPTANCE CLAUSE

The above and foregoing is hereby in all things accepted and approved by City of Coppell, TX on this the 27th day of March, 09

By Andrea Gardner
Authorized Representative

Title City manager

Printed Name ANDREA GARDNER

APPENDIX A - FEES

The Bonds to be covered initially under this contract include all issues of tax-exempt bonds delivered subsequent to the effective dates of the rebate requirements, under the Code, except for issues which qualify for exceptions to the rebate requirements in accordance with Section 148 of the Code and related Treasury Regulations. The fee for each of the Bonds included in this contract shall be as follows; however, the maximum charged for a given issue per computation year will not exceed \$3,000:

Description	Annual Fees Per Issue Per Computation Year (1)
Base Fee Per Computation Year:	\$2,000
Special Discount for Electronic Data Submission (see Note 2 below)	25%
<i>Additional Charges for Special Services Related to:</i>	
Debt Service Reserve Funds	\$500
Commingled Funds	\$500
Transferred Proceeds	\$500
Debt Service Fund Residual Calculations (Excess Tax Collections)	\$500
\$100,000 Test for Debt Service Funds	\$500
Variable/Floating Rate Bond Issue	\$1,000
Yield Restriction Analysis/Yield Reduction Computation	\$500
Universal Cap	\$500
Calculation of Late Interest Amount	\$500
Premium for Quick Turnaround (Preliminary or Final Liability Numbers within 21 days or less)	\$500
Preparation of IRS Refund Request	(3)
Commercial Paper:	
Per allocated issue to perform arbitrage rebate computation	\$4,000
Penalty Calculations:	
Semiannual fee for each issue of Bonds, regardless of issue size.	\$1,000

- (1) A "Computation Year" represents a one year period from the delivery date of the issue to the date that is one calendar year after the delivery date, and each subsequent one-year period thereafter. Therefore, if a calculation is required that covers more than one "computation year," the annual fee is multiplied by the number of computation years contained in the calculation being performed. For example, if the first calculation performed for an issue covers three computation years, the fee for that calculation would be three times the annual fees stated above.
- (2) The data should be provided electronically in MS Excel or ASCII text file (comma delimited text preferred) with the date, description, dollar amount, and an activity code (if not in debit and credit format) on the same line in the file.
- (3) Fee based upon complexities involved and estimated time to complete request.

EXPLANATION OF ADJUSTMENTS TO BASE FEE

1. **Debt Service Reserve Funds.** The authorizing documents for many revenue bond issues require that a separate fund be established (the "Reserve Fund") into which either bond proceeds or revenues are deposited in an amount equal to some designated level, such as average annual debt service on all parity bonds. This Reserve Fund is established for the benefit of the bondholders as additional security for payment on the debt. In most instances, the balance in the Reserve Fund remains stable throughout the life of the bond issue. Reserve Funds, whether funded with bond proceeds or revenues, must be included in any calculations of rebate.
2. **Commingled Fund Allocations.** By definition, a commingled fund means that the proceeds of any particular bond issue have been deposited in a fund that contains amounts that are not part of that bond issue. It is common for issuers to commingle bond proceeds with either operating revenues or other bond proceeds. The arbitrage regulations, while permitting the commingling of funds, require that bond proceeds be "carved-out" for purposes of calculating rebate. Interest must be allocated to the portion of the commingled fund that represents bond proceeds of the issue in question.
3. **Transferred Proceeds Calculations.** When a bond issue is refinanced (refunded) by another issue, special services relating to "transferred proceeds" calculations may have to be performed. Under the regulations, when proceeds of a

refunding issue are used to pay principal on a prior issue, a pro rata portion of the refunded bond proceeds are treated as “transferred” to the refunding issue. Although no funds are physically transferred from one issue to another, it is often necessary to perform these calculations for rebate purposes.

4. **Debt Service Fund Residual Calculations.** Because tax rates are established using an estimated collection percentage, the balance in the debt service fund (often referred to as the Interest & Sinking Fund) may exceed the amount necessary to pay the current year’s debt service requirements. Any such excess amounts in a debt service fund must be treated as a “reserve fund,” thereby subjecting the excess balance to the rebate requirements. To the extent that any amounts deposited in the debt service fund remain for more than thirteen months on a first-in, first-out basis, that excess is classified as a “reserve fund portion” until used for payment of debt service. Special services are required to complete these debt service fund residual calculations.
5. **\$100,000 Test for Debt Service Funds.** The Code requires that a bona fide debt service fund be included in the arbitrage rebate computation if it earns \$100,000 or more in a given bond year and if the issue is not a private activity bond and a long-term fixed rate issue.
6. **Variable/Floating Rate Bond Issues.** Special services are also required to perform the arbitrage rebate calculations for variable rate bonds. A bond is a variable rate bond if the interest rate paid on the bond is dependent upon an index which is subject to changes subsequent to the issuance of the bonds. The computational requirements of a variable rate issue are more complex than those of a fixed rate issue and, accordingly, require significantly more time to calculate. For example, it is necessary to evaluate both a five-year yield as well as one-year yield increments to determine which yield is most beneficial to the issuer.
7. **Yield Restriction Analysis/Yield Reduction Computations.** The Code provides that proceeds of a bond issue may not be invested above the yield on the bond unless an applicable exception applies which provides a temporary period during which proceeds are not yield restricted. First Southwest provides analysis to determine the amount of proceeds which must be yield restricted and provides computations to verify that the proceeds have been properly restricted. In addition, the 1993 Treasury Regulations provide that a yield reduction payment may be made in lieu of yield restricting proceeds. First Southwest will provide the necessary computations to determine the amount of yield reduction payment which must be made.
8. **Universal Cap.** Current regulations provide an overall limitation on the amount of gross proceeds allocable to an issue. In certain circumstances, it is necessary to deallocate proceeds from an issue. First Southwest reviews the universal cap limitation for each bond issue at the appropriate time periods and, if necessary, performs the deallocation of proceeds.
9. **Calculation of Late Interest Amount.** Additional calculations are required if an arbitrage rebate payment is not filed within the time permitted by the regulations. A fee is charged to compute the late interest amount from the time that the payment was originally due until the time the payment is made.

The fee for any Bonds under this contract shall only be payable if a computation is required under Section 148(f)(2) of the Code. In the event that any of the Bonds, fall within an exclusion to the computation requirement as defined by Section 148 of the Code or related regulations and no calculations were required by First Southwest to make that determination, no fee will be charged for such issue. For example, certain bonds are excluded from the rebate computation requirement if the proceeds are spent within specific time periods. In the event a particular issue of Bonds fulfills the exclusion requirements of the Code or related regulations, the specified fee will be waived by First Southwest if no calculations were required to make the determination. Recognizing that computational complexities are reduced when all or the majority of the gross proceeds of an issue are expended, it is First Southwest’s policy to reduce fees to the following levels, as appropriate:

Per issue fees for each circumstance itemized below shall be:

o Proceeds expended in prior year. Liability updated and report issued.	\$750
o Debt Service Residual Calculation only.	\$1,250
o Reserve Fund calculation only.	\$1,250
o Escrow Fund only.	\$1,250
o Rebate Fund only.	\$1,250
o Yield Restriction/Yield Reduction Computation only.	\$2,000

First Southwest’s fees are payable upon delivery of the report prepared by First Southwest, the first report to be made following one year from the date of delivery of the Bonds and on each computation date thereafter during the term of the Agreement. The fees for computations of the Arbitrage Amount which encompass more, or less, than one Computation Year of investment data performed during the same computation period shall be prorated to reflect the longer, or shorter, period of work performed during that period.

Attachment A

ARBITRAGE REBATE FEE SCHEDULE - PER ISSUE	FEES
One Year Report (computation period of up to one year)	\$950
Two Year Report (computation period of up to two years)	\$1,450
Three Year Report (computation period of up to three years)	\$1,950
Four Year Report (computation period of up to four years)	\$2,450
Five Year Report (computation period of up to five years)	\$2,950
Arbitrage Rebate Services Include:	
On-site Document Collection	Included
On-site Personnel Training	Included
Calculation of the Arbitrage Rebate Liability	Included
Calculation of the Project Fund Yield Restriction Liability	Included
Uncommingling of funds	Included
Legal Opinion	Included
Spending Exception Calculations	Included
Amendment(s) of Calculations if Affected by Regulation Changes	Included
Preparation of Form 8038-T for Payment of a Liability	Included
Record Retention	Included
IRS Audit Assistance	Included

Date: 01/18/2011

Contact: Joseph Pace, Planner

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute an agreement with Conbrio Consulting for the completion of the Development Review Process Improvement Project. **Joseph Pace, Planner**

BACKGROUND/HISTORY

As mentioned during the budget workshop discussions regarding the proposed tax note issuance, the City Manager attended a session at the 2009 TML Annual Conference presented by the City of Mesquite, Texas and Conbrio Consulting. The session was a presentation on the City of Mesquite's unique approach in the City's development review process. Considering Copperas Cove interest on improving the development review process, the City Manager spoke with the consulting firm, the EDC Executive Director and an Industrial Foundation Board member to determine interest in utilizing such a process. The support existed due to the positive outcome the City of Mesquite experienced from the process.

FINDINGS/CURRENT ACTIVITY

Included in the FY 2011 Proposed Budget was a funding plan (2010A Tax Note Issuance) for various projects, apparatus and equipment.

With an interest from City staff, the EDC and Industrial Foundation, the City Manager began working with a consulting firm to establish a proposed implementation plan with the understanding that funding for the plan and approval of an agreement for consulting services would require governing body approval. The proposed implementation plan includes the consultant conducting interviews with the following participants during January 24, 2011 - January 26, 2011 and February 2, 2011 - February 4, 2011 timeframe:

- EDC Board Members (3)
- Industrial Foundation Board Members (2)
- Chamber of Commerce Board Members (2)
- Chamber of Commerce President
- Commercial & Residential Developers (6)
- Mayor of Copperas Cove
- Copperas Cove City Council Members (2)
- City Manager
- Police Chief/ACM
- City Engineer
- Planning Department Staff (2)
- Public Works Staff (2)
- Fire Department Staff (3)
- Chief Building Official
- City Attorney
- Planning Consultant

The interview process will be followed by 4 days of group implementation meetings including all participants (the City Attorney and Planning Consultant are not likely to participate in the group process) that is expected to yield a new development review process that is a "one stop shop" approach to the development process. The implementation process will be approached from a number of perspectives to include visualization/mind mapping, process improvement, change management, better teaming and communication to/within/outside City Hall.

The Mayor appointed Frank Seffrood and Jim Schmitz to serve as the City Council participants for the "Development Review Process". The two Council Members selected January 24, 2011, from the predetermined dates for participating in the interview process.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council authorize the City Manager to enter into a contractual agreement with Conbrio Consulting for the Development Review Process Improvement Project.

Fiscal Impact

Funds available Y/N?: N

FINANCIAL IMPACT:

Funds are not currently available as of the production of the agenda item; however, a budget amendment is planned for February 1, 2011 to transfer funds from the Police Department Operating Budget to Planning Department Budget for funding of the Development Review Process. The Police Department Operating Budget included funds for two vehicles and the development review process was planned for inclusion in the November 2010 tax note issuance. However, the City Manager and Bond Counsel determined the development review process wasn't an appropriate candidate for inclusion in the tax note issuance. Thus, the Police Chief agreed to fund the Police Department vehicles in the tax notes and release the funds for vehicles in the Police Department Operating Budget to the Planning Department. The transfer requires a budget amendment be completed prior to the transfer.

The estimated consulting fees are \$69,000 and the travel/miscellaneous expenses \$6,000 for a total of \$75,000.

The Copperas Cove EDC and the Copperas Cove Industrial Foundation are considering a 1/3 participation in the funding of the process. If the entities agree to participate in the funding, an interlocal agreement may be forthcoming.

Due to the uncertainty of the financial participation by the CCEDC and CCIF, staff included the total funding required for the implementation in the tax note issuance. If the entities are able to participate, the tax note funds not utilized will be available to fund alternative projects that were not include in the proposed issuance as a result of the limits set by the City Manager during the staff budget process.

Attachments

Link: [Conbrio Consulting Agreement](#)

January 6, 2011

To: Ms. Andrea Gardner
City Manager
City of Copperas Cove
507 South Main Street
Copperas Cove, Texas 76522-2241
agardner@ci.copperas-cove.tx.us

From: Bill Bancroft
Principal
Conbrio
938 West Greenbriar Lane
Dallas, Texas 75208
214-941-8199
bbancroft@conbrioconsulting.com

Re: Memorandum of Understanding
Development Review Process Improvement Project

=====
Conbrio is pleased to be retained by the City of Copperas Cove, Texas to lead a development review process improvement project.

Services to Be Provided

Specifically, Conbrio will:

- Work with you to design the project, including setting up specific interviews.
- Conduct up to 4 days of interviews with some members of your city council, economic development commission, chamber of commerce board and city staff. Some representatives of the development community may also be involved in these interviews. Travel time will be a part of the 4 days.
- Design, facilitate and lead two meeting workshops – each lasting two days. Two graphic facilitators will lead the workshops – one a veteran graphic facilitator with years of experience in using in-the-moment drawing and mind mapping to work with groups. Participants will agree on the as-is process currently in place and the to-be process the city will use going forward. Travel time included.
- Conduct up to 4 days of interviews with key players between the two workshops to gauge reaction to the first workshop and gather input to adjust the design of the second. The interviews are one-on-one. Travel included.
- Either conduct and/or attend up to 4 days of implementation planning meetings following the workshops. Some participation may be by phone. Travel included.

It is agreed:

- The interviews prior to the workshops will be done in person, back-to-back in one location. The total number of one-on-one and group interviews will be limited to 20. There will be no make-up for missed interviews.

- The interviews between workshops will be done in person, one-on-one and back-to-back and limited to 20 total. There will be no make-ups for missed interviews.
- The retreat will be held in a suitable location in a space large enough to accommodate both participants and large wall charts. Conbrio prefers a room with 16 feet of blank wall space, unencumbered by lighting sconces, chair railings, fire alarms, light switches and the like. As part of the preparation, Conbrio will review logistics plans, including room set-up to be certain the appropriate graphic recording space is available.
- Preparation is necessary as part of the project. In addition to the interviews, Conbrio will discuss other issues around preparation. Specifically, Conbrio will need to coordinate with your planning consultant. If additional preparation is necessary, the project scope and fees will be adjusted.
- The project can be reconfigured and/or allocation of time to parts of the project detailed above may be adjusted with the mutual consent of Conbrio and the city. Such reconfiguration would be dictated by dynamics of the project.
- Conbrio will have delivered to the meeting/session site materials it will use to graphically record the sessions, including, if necessary, foam core, wall-sized templates, post-it notes, markers and rolls of blank paper. The cost for the items will be counted as expenses to the project.
- The successful completion of this work depends on close communication between the the City of Copperas Cove and Conbrio, and all parties will maintain free and unfettered communications.
- If there are any changes or corrections to the services or deliverables, the City of Copperas Cove will contact Conbrio as soon as possible. Likewise, Conbrio will contact city representatives promptly about anything that will affect its delivery timeline or costs.
- Conbrio and its alliance partners' ability to carry out the work is dependent on its past experience in providing similar services to others, and Conbrio will continue such work in the future. Conbrio will preserve the confidential nature of any information received from the City of Copperas Cove or developed during the work in accordance with Conbrio's professional standards.

Fees/Costs

The fee for the project is \$69,000. Out-of-pocket expenses not to exceed \$6,000 are in addition.

25% or \$17,250 of the fee is due upon approval of this memorandum by city officials. 55% or \$37,950 is due on completion of the two workshops. It is envisioned implementation planning will take 3 months. Hence 10% or \$6,900 is due two months after the last workshop. The final \$6,900 is due at the end of the project three months after the final workshop.

Other clients have worked with Conbrio to create story maps and/or other materials to communicate the new process inside and outside their organizations. Such work would be in addition to the fees above.

It is agreed the City of Copperas Cove will pay Conbrio invoices no later than 30 days after the invoice date.

Interest at the rate of 1.5% per month will accrue on any invoice not paid within 45 days of invoice.

Cancellation

In the unlikely event the City of Copperas Cove postpones or cancels the project, it agrees to pay 100% of non-refundable expenses. Non-refundable expenses may be such items as airfare, lodging guarantees, shipping, ground transportation guarantees, templates and other pre-approved work.

If for reasons beyond the reasonable control of Conbrio (ie., acts of God) Conbrio must cancel or reschedule its services, Conbrio will assume responsibility for payment of all non-refundable expenses incurred by it unless the services to be provided by Conbrio reasonably can be included in a future project.

General Guidelines

The following are some general guidelines that apply to all Conbrio projects. Conbrio looks forward to hearing from you about additional guidelines you may require to incorporate in this agreement to assist our work together.

- This memorandum constitutes the agreement between us and is considered the master agreement. It cannot be modified except in writing by both parties. By mutual agreement, change orders/adjustments/supplements can be added without canceling/rewriting this agreement. Bill Bancroft will be the contact person for adjustments or additions to this memorandum of understanding. This agreement will be interpreted according to the laws of the State of Texas, performable as to all payments in Dallas, Texas.
- Please notify M’Lou Bancroft at the Conbrio address if you have any special billing requirements, including purchase orders.
- We assure you that we will devote our best efforts to carrying out the engagement. The results obtained, our recommendations and any written material provided by us will represent our best judgment based on the information available to us. Our liability, if any, will not exceed the amount paid to us by the City of Copperas Cove for the services rendered.

If this memorandum reflects your understanding of our agreement, please sign below and fax the memo to:

Conbrio – Attention Bill Bancroft at 214-941-3103.

Bill Bancroft, d/b/a
Conbrio

Date

Andrea Gardner

Date

City of Copperas Cove

Date: 01/18/2011

Contact: Wesley Wright, Projects Director/City Engineer

Information

SUBJECT

Consideration and action on authorizing the City Manager to execute a Drainage Easement Encroachment Agreement at 1504 Vista Circle. *Wesley Wright, P.E., City Engineer*

BACKGROUND/HISTORY

Staff discovered an existing fence and storage shed located within a platted drainage easement at 1504 Vista Circle.

FINDINGS/CURRENT ACTIVITY

The drainage easement is not currently utilized by the City. However, staff recommends that the City maintain the rights to the easement.

After discussing options with the property owners, a request was made that Council consider a drainage easement encroachment agreement to allow the existing chain link fence and accessory building (storage shed) remain in place.

If approved, the agreement would only apply to the existing fence and storage shed. Future encroachments are prohibited and/or would require separate consideration.

ACTION OPTIONS/RECOMMENDATION

City staff recommends that Council authorize the City Manager to enter into a drainage easement encroachment agreement for 1504 Vista Circle.

Fiscal Impact

FINANCIAL IMPACT:

None

Attachments

Link: [1504 Vista Circle - Revocable License to Encroach into Easement](#)

Link: [1504 Vista Circle Exhibit A](#)

Link: [1504 Vista Circle Picture](#)

Revocable License Agreement to Encroach Into Drainage Easement

THIS REVOCABLE LICENSE AGREEMENT, is entered into this ____ day of _____, 2011, by and between Karl and Raquel Koch ("Owner"), whose address is 1504 Vista Circle, Copperas Cove, Texas, a Texas home-rule city ("City").

WHEREAS, Owner desires permission from the City to encroach upon a drainage easement owned by the City; and

WHEREAS, Owner has requested that the City grant this Non-exclusive Revocable License to utilize that drainage easement for the purposes set forth in this Revocable License Agreement: and

WHEREAS, City is willing to grant Owner this Non-exclusive Revocable License for the purposes set forth herein, subject to certain terms and conditions; and

WHEREAS, in consideration of receipt of this Non-exclusive Revocable License, Owner agrees to be bound by the limiting conditions contained herein.

NOW THEREFORE, the City, for the terms and conditions of this agreement and other good and valuable consideration which is hereby acknowledged, grants and demises to the Owner a Non-Exclusive Revocable License ("Revocable License") to install, operate, and maintain a fence and storage shed on a 10 foot by 117.63 foot area as more fully depicted on the map attached as Exhibit A (the "Property"), subject to the following:

1. **Recitals.** The foregoing Recitals are true and correct and are made a part of this Revocable License Agreement by this reference.
2. **Access.** The City reserves the right at all times, for itself and all public utilities authorized to use the public rights-of-way, to use the Property for public utility purposes, including those that involve excavation, trenching, or other activities that affect the Property. The City and the authorized utilities will endeavor to notify the Owner in advance of any construction or maintenance activities, but they make no commitment to do so. In the event the City wishes to obtain ingress and/or egress to this easement for any purposes Owner agrees that it shall, at its sole expense, remove any and all structures, landscaping and other material in the easement. In the event the Owner fails to comply within thirty (30) days written notice, City may remove any and all structures, landscaping and other material in the easement and Owner shall be responsible for all removal costs. Owner bears all risk of loss as to monies expended in furtherance of the use, and City may then lien Owner's property for any and all such expenses incurred. The Owner may terminate this agreement on the basis of any such construction activities.

3. **Costs.** Owner agrees to pay all investigative costs, court costs and reasonable attorney's fees resulting from any successful action taken by City to obtain compliance with the conditions of this Revocable License or removal of the use.
4. **Indemnification.** Owner shall, at all times hereafter, indemnify and hold harmless the City and its officers, agents and employees from and against all claims, damages, losses and expenses, arising out of or relating to this Revocable License or any encroachment on the Property including, but not limited to, claims, damages, losses or expenses resulting from bodily injury, sickness, disease, personal injury or death, or the injury to or destruction of tangible property including the loss of or loss of use resulting therefrom. This obligation expressly includes any alleged or actual negligence by City as to all activities regarding the easement, including enforcement of said conditions. Nothing in the Revocable License shall be construed to limit the rights, privileges or immunities accorded to the City. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
5. **Defense.** Owner agrees to defend the City against any claims brought, or actions filed, against City with respect to the subject of the indemnity contained herein, whether such claims or actions are rightly or wrongfully brought or filed. In case a claim should be brought or an action filed with respect to the subject of indemnity herein, Owner agrees to employ attorneys selected by the City to appear and defend the claim or action on behalf of City, at the expense of Owner.
6. **Successors and Assigns.** The obligations and conditions of this Revocable License Agreement, and the rights and interests created herein, shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.
7. **Applicable Law and Venue.** This Revocable License shall be construed in accordance with and governed by the laws of the State of Texas. Venue for litigation concerning this Revocable License shall be in Coryell County, Texas.
8. **Term.** This is an annual Revocable License, automatically renewable each year unless terminated pursuant to Section 9 of this License.
9. **Termination.** This Revocable License is only a right to use, and grants no estate or ownership rights in the Property. This Revocable License may be cancelled by the City at any time during the term hereof at its sole discretion. This Revocable License may be terminated by Owner by removing the encroachment, by returning the Property to its original condition and by notifying the City of said removal in writing. Upon confirmation of the foregoing, the City shall provide Owner with a release of this License for Owner to record at Owner's expense.
10. **Use of Property.** Owner shall use and occupy the Property under this Revocable License for a **CHAIN LINK FENCE AND STORAGE SHED.** The Property shall not be used for any other purpose whatsoever without written consent of the City. Owner covenants that Owner will not, without written consent of the City, permit the Property to be used or occupied by any person, firm, entity or corporation other than Owner and Owner's agents. Owner further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in or upon said Property, and no act shall be permitted and nothing shall be kept in or about said Property, which will increase the risk of any hazard, fire or catastrophe, and no waste shall be permitted or committed upon or any damage done to said Property. Owner shall not permit the Property to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

11. **Alterations and Improvements to Property.** Owner may not make alteration, adjustment, partition, addition or improvement to the Property or any part thereof without first obtaining the written consent of the City. All requests by the Owner shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions or improvements to the Property shall remain the exclusive property of the City. All such alterations or improvements shall be made at the sole cost and expense of the Owner. Owner shall keep the premises in a clean, safe and sanitary condition.
12. **Inspections.** The City or its agents, or any authorized employee of said agent, may enter upon said Property at all reasonable times and hours to examine same to determine if Owner is properly maintaining the Property pursuant to this Revocable License.
13. **Amendments.** No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.
14. **Severance.** In the event this Revocable License or a portion of this License is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Owner elect to terminate this License.
15. **Priority of Provisions.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto, any document or events referred to herein or any document incorporated into this Revocable License by reference or a term statement, requirement or provision of this License, the term, statement requirement or provision contained in this License shall prevail and be given effect.
16. **Prior Agreements.** This document incorporates and includes all prior negotiations, correspondences, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understanding concerning subject matter of this Revocable License that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or condition contained herein shall be effective unless contained in a written document utilizing the same formalities as this License.
17. **Compliance With Laws.** Owner shall comply with all federal, state and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
18. **Surrender Upon Termination.** Upon termination in accordance with paragraph 9 above, Owner shall peaceably surrender and deliver the licensed Property to the City, or its agents. Owner further agrees that it will leave the licensed Property in the condition existing at the commencement of this Revocable License, with all alterations, adjustments, partitions, additions or improvements excepted and any normal wear and tear excepted, subject to the repair and maintenance obligations provided in this Revocable License.
19. **Waiver.** Failure of the City to insist upon strict performance of any covenant or condition of this Revocable License Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Revocable License Agreement shall be waived or modified except by the parties hereto in writing.

20. **Notices.** Any notice or demand, which under the terms of this Revocable License or by any statute or ordinance, given or made by a party hereto, shall be in writing and shall be given by certified U.S. mail sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

{THIS SPACE INTENTIONALLY LEFT BLANK}

Notice to the City shall be addressed to:

City Manager
City of Copperas Cove
PO Box 1449
Copperas Cove, TX 76522

Notice to the Owner shall be addressed to:

Karl and Raquel Koch
1504 Vista Circle
Copperas Cove, TX 76522

1. **Recordation.** This Revocable License shall be recorded in the Public Records of Coryell County with the Owner paying for the costs of such recordation.
2. **City Attorney Approval.** The City Attorney has approved the standard, pre-printed terms and conditions set forth in this Revocable License as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are specifically endorsed and approved by the City Attorney.

{THIS SPACE INTENTIONALLY LEFT BLANK}

Notarized IN WITNESS WHEREOF, the parties hereto have executed this Revocable License as of the day and year above written.

CITY OF COPPERAS COVE

Andrea M. Gardner, City Manager

**THE STATE OF TEXAS,
COUNTY OF CORYELL**

BEFORE ME, the undersigned authority in and for Coryell County, Texas, on this day personally appeared Andrea M. Gardner known to me or proved to me through _____ (description of identity card or other document) to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2011.

NOTARY SEAL

Notary Public, State of Texas

Notary's Name (Printed)

Notary's Commission Expires

OWNER

_____ (Signature)
Karl Koch

**THE STATE OF TEXAS,
COUNTY OF CORYELL**

BEFORE ME, the undersigned authority in and for Coryell County, Texas, on this day personally appeared Karl Koch known to me or proved to me through _____ (description of identity card or other document) to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2011.

NOTARY SEAL

Notary Public, State of Texas

Notary's Name (Printed)

Notary's Commission Expires

OWNER

_____ (Signature)
Raquel Koch

**THE STATE OF TEXAS,
COUNTY OF CORYELL**

BEFORE ME, the undersigned authority in and for Coryell County, Texas, on this day personally appeared Raquel Koch known to me or proved to me through _____ (description of identity card or other document) to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2011.

NOTARY SEAL

Notary Public, State of Texas

Notary's Name (Printed)

Notary's Commission Expires



8 9:17 AM

Date: 01/18/2011

Contact: Andrea Gardner, City Manager,
City Manager

Information

SUBJECT

Consideration and action on a resolution of the City of Copperas Cove, Texas suspending the February 14, 2011, effective date of Oncor Electric Delivery Company's requested rate change to permit the City time to study the request and to establish reasonable rates; approving cooperation with the Steering Committee of Cities served by Oncor to hire legal and consulting services and to negotiate with the company and direct any necessary litigation and appeals; finding that the meeting at which this resolution is passed and is open to the public as required by law; requiring notice of this resolution to the company and legal counsel for the Steering Committee. **Andrea M. Gardner, City Manager**

BACKGROUND/HISTORY

The City of Copperas Cove is a member of a 146-city coalition known as the Steering Committee of Cities Served by Oncor ("Steering Committee"). The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s when cities served by the former TXU gave up their statutory right to rate case expense reimbursement in exchange for higher franchise fee payments. Empowered by city resolutions and funded by *per capita* assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, the Courts, and the Legislature on electric utility regulation matters for the last 20 years.

FINDINGS/CURRENT ACTIVITY

Oncor Electric Delivery Company ("Oncor" or "the Company") filed an application on or about January 7, 2011 with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by \$353 million. The Company asks the City to approve a 14.6% increase in residential rates, a 15.5% increase in commercial rates, and a 25.9% increase in street lighting rates. According to Oncor, annual rates would increase by approximately \$60 for an average residential customer. The resolution suspends the February 14, 2011 effective date of the Company's rate increase for the maximum period permitted by law to allow the City, working in conjunction with the Steering Committee of Cities Served by Oncor, to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue. The law provides that a rate request made by an electric utility cannot become effective until at least 35 days following the filing of the application to change rates. The law permits the City to suspend the rate change for 90 days after the date the rate change would otherwise be effective. If the City fails to take some action regarding the filing before the effective date, Oncor's rate request is deemed administratively approved.

The current filing comes 15 months following the implementation of Oncor's last rate increase. That case is currently on appeal.

Explanation of "Be It Resolved" Paragraphs:

Section 1. The City is authorized to suspend the rate change for 90 days after the date that the rate change would otherwise be effective for any legitimate purpose. Time to study and investigate the application is always a legitimate purpose. Please note that the resolution refers to the suspension period as "the maximum period allowed by law" rather than ending by a specific date. This is because the Company controls the effective date and can extend the deadline for final city action to increase the time that the City retains jurisdiction if necessary to reach settlement on the case. If the suspension period is not otherwise extended by the Company, the City must take final action on Oncor's request to raise rates

by February 14, 2011.

Section 2. This provision authorizes the Steering Committee, consistent with the City's resolution approving membership in the Steering Committee, to act on behalf of the City at the local level in settlement discussions, in preparation of a rate ordinance, on appeal of the rate ordinance to the PUC, and on appeal to the Courts. Negotiating clout and efficiency are enhanced by the City cooperating with the Steering Committee in a common review and common purpose. Additionally, rate case expenses are minimized when the Steering Committee hires one set of attorneys and experts who work under the guidance and control of the Executive Committee of the Steering Committee.

Section 3. The Company will reimburse the Steering Committee for its reasonable rate case expenses. Legal counsel and consultants approved by the Executive Committee of the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement. No individual city incurs liability for payment of rate case expenses by adopting a suspension resolution.

Section 4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.

Section 5. This section provides that both Oncor and Steering Committee counsel will be notified of the City's action by sending a copy of the approved and signed resolution to certain designated individuals.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve a resolution of the City of Copperas Cove, Texas suspending the February 14, 2011 effective date of Oncor Electric Delivery Company's requested rate change.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

None.

Attachments

Link: [Resolution 2011-02](#)

RESOLUTION NO. 2011-02

RESOLUTION OF THE CITY OF COPPERAS COVE, TEXAS SUSPENDING THE FEBRUARY 14, 2011, EFFECTIVE DATE OF ONCOR ELECTRIC DELIVERY COMPANY'S REQUESTED RATE CHANGE TO PERMIT THE CITY TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR TO HIRE LEGAL AND CONSULTING SERVICES AND TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL FOR THE STEERING COMMITTEE

WHEREAS, On or about January 7, 2011, Oncor Electric Delivery Company (Oncor), pursuant to PURA §§ 33.001 and 36.001 filed with the City of Copperas Cove a Statement of Intent to increase electric transmission and distribution rates in all municipalities exercising original jurisdiction within its service area effective February 14, 2011; and

WHEREAS, The City of Copperas Cove is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee") and will cooperate with the 146 similarly situated city members and other city participants in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company prior to setting reasonable rates and direct any necessary litigation; and

WHEREAS, PURA § 36.108 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days after the date the rate change would otherwise be effective; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

Section 1.

That the February 14, 2011 effective date of the rate request submitted by Oncor on or about January 7, 2011, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

Section 2.

As indicated in the City's resolution approving membership in the Steering Committee, the Executive Committee of the Steering Committee is authorized to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations regarding reasonable rates, and to intervene and direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the City or Public Utility Commission.

Section 3.

That the City's reasonable rate case expenses shall be reimbursed by Oncor on a monthly basis.

Section 4.

That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5.

A copy of this Resolution shall be sent to Oncor, care of Autry Warren, Oncor Electric Delivery Company, LLC, 1601 Bryan St., 23rd Floor, Dallas, Texas 75201 and to Geoffrey Gay, General Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, Texas 78767-1725.

PASSED, APPROVED, AND ADOPTED on this 18th day of January 2011 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 presented and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

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

Date: 01/18/2011

Contact: Andrea Gardner, City Manager,
City Manager

Information

SUBJECT

Consideration and action on an ordinance amending Section 3-51 of the City of Copperas Cove Code of Ordinances. **Andrea M. Gardner, City Manager.**

BACKGROUND/HISTORY

In March 2010, City staff conducted a public meeting to discuss Animal Control operations. Following the public meeting, the Council established two committees, with one to review and recommend changes to the section 3-51 of the Code of Ordinances and the second to review and recommend changes to the remainder of Section 3 of the Code of Ordinances.

FINDINGS/CURRENT ACTIVITY

The Animal Advisory Committee reviewed and provided comments to the Council on both committees recommendations upon completion of the reviews during two separate Council Workshops held in October 2010. The Council provided feedback to the City Manager regarding the completion process for amending Section 3 of the Ordinances. Thus, a meeting was held with a representative from each "ad hoc" committee. The City Manager is finalizing the changes for Council consideration on February 1, 2011. However, in an effort to implement the rescue transfer program more expeditiously, staff is requesting the Council consider amending Section 3-51 of the Code of Ordinances ahead of the February 1, 2011 meeting.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the Council approve an ordinance amending Section 3-51 of the Code of Ordinances.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

None.

Attachments

Link: [Ordinance 2011-02](#)

ORDINANCE NO. 2011-02

AN ORDINANCE OF THE CITY OF COPPERAS COVE, TEXAS, AMENDING SECTION 3-51 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 animal regulations in order to ensure the public safety, efficient communication and promotion of pet adoptions and responsible pet care; and

WHEREAS, the City Council has determined the transfer of animals from the Copperas Cove Animal Shelter to approved animal rescue organizations under the guidelines and requirements provided in Section 3-51 of the City of Copperas Cove Code of Ordinances is in the best interest of the City; and

WHEREAS, the City of Copperas Cove has determined that the transfer of animals to approved rescues organizations will reduce the City's euthanazia rate; and

WHEREAS, the City Council established an "Ad Hoc" committee in 2010 to make recommendations for revising Section 3-51 of the City of Copperas Cove Code of Ordinances and establishing a rescue transfer program in the City; and

WHEREAS, the City Council recognizes the need for properly educating pet owners and ultimately placing shelter animals in a pleasing and safe environment; and

WHEREAS, the City Council recognizes that rescue organizations serve as a resource for the placement of animals and education of pet owners; and

WHEREAS, the City Council of the City of Copperas Cove has determined that only approved rescue organizations are authorized to receive shelter animals by transfer and at no charge; and

WHEREAS, the City Council desires to allow for the transfer of shelter animals to approved rescue organizations, thus transferring the responsibility of compliance with the Texas Health & Safety Code (Title 10) to the approved rescue organization receiving the shelter animal(s).

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

SECTION 1.

That the current Animal Regulations contained in Section 3-51 of the City's Code of Ordinances is hereby amended as follows:

Sec. 3-51(a)

At any time after the expiration of the period of time for the redemptions of impounded animals, the animal control officer shall place the animal for adoption. All animals impounded and not redeemed, adopted or transferred may be euthanized by a trained animal control officer or licensed veterinarian.

That a new subsection be added to Section 3-51 of the City's Code of Ordinances by adding the following provision:

- (b) Animals remaining after the expiration of the period of time for the redemption and the ten (10) business days allotted for potential adoption of an animal by the public has passed, the animal control officer shall transfer the animal to an approved non-profit organization if available. Once the animal is transferred, the non-profit organization becomes the releasing agency for purposes of compliance with the Texas Health & Safety Code (Title 10). All animals impounded and not redeemed or transferred to an approved non-profit organization may be euthanized by a trained animal control officer or licensed veterinarian.

SECTION 2.

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

SECTION 3.

That should any section, clause, or provision of the Animals and Fowl 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 18th day of January 2011 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

Date: 01/18/2011

Contact: Andrea Gardner, City Manager,
City Manager

Information

SUBJECT

Consideration and action on an ordinance amending the Animal Control section of the City's Fee Schedule. **Andrea M. Gardner, City Manager.**

BACKGROUND/HISTORY

Most of the City's fees are identified in a "Fee Schedule" which is formally adopted by the City Council in the form of an ordinance. Each year, and sometimes more frequently, the ordinance is presented to the City Council for consideration of certain changes and additions.

In the past few years, fees included in City Ordinances, have been consolidated when identified into the "Fee Schedule". Thus, providing one location for all City fees.

FINDINGS/CURRENT ACTIVITY

During a November 2010 Council Workshop discussion, the direction provided to the City Manager was to have a "no charge" included on the City's Fee Schedule for the transfer of shelter animals to an approved animal rescue organization.

ACTION OPTIONS/RECOMMENDATION

City staff recommends the City Council approve an ordinance amending the City's Fee Schedule.

Fiscal Impact

Funds available Y/N?: Y

FINANCIAL IMPACT:

The no charge for transfer to approved rescue organizations is expected to have a net zero effect on the revenues collected by the Copperas Cove Animal Control Department. The zero effect is projected due to anticipated cost reductions as a result of a reduction in the number of euthanizations.

Attachments

Link: [Ordinance 2011-03](#)

Link: [Fee Schedule Update](#)

ORDINANCE NO. 2011-03

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

WHEREAS, The City of Copperas Cove adopted a “Fee Schedule” on September 7, 2010 for Fiscal Year 2010-2011; and

WHEREAS, Chapter 3 of the City’s Code of Ordinances was amended by City Council on January 18, 2011 authorizing the transfer of shelter animals to approve rescue organizations; and

WHEREAS, The addition of the no charge transfer fee requires the fee to be added to the City’s “Fee Schedule”; and

WHEREAS, City Staff has reviewed fees charged by the City and recommends changes to current fees in order to comply with new requirements and provide flexibility.

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

SECTION 1. That the “Fee Schedule” attached to this ordinance as “Exhibit 1” and incorporated herein by reference is hereby adopted as presented.

SECTION 2. That all ordinances for which provision has heretofore been made are hereby expressly repealed if in conflict with the provisions of this ordinance.

SECTION 3. That should any section, clause, or provision of this ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this ordinance or any other ordinance of the City as a whole or any part thereof, other than the part so declared to be invalid.

SECTION 4. That this ordinance shall go into effect upon passage.

PASSED, APPROVED AND ADOPTED this 18th day of January 2011, at a regular meeting held by the City Council of the City of Copperas Cove, Texas, pursuant to the Tex. Gov’t Code § 551.001, et.seq., at which meeting a quorum was present and voting.

John Hull, Mayor

ATTEST:

Jane Lees, City Secretary

APPROVED AS TO FORM:

Charles E. Zech, City Attorney

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

POLICE DEPARTMENT

Wrecker Surcharge Fee - Per Call (Charged only if Notification Letter Sent by City)	\$10.00
Bicycle Registration	\$2.00
Criminal History Letters	\$6.00
Photographs	\$3.00
Fingerprints (per card)	\$6.00
INS Fingerprinting	\$20.00
Offense Reports:	
- In Person (per page)	\$0.10
- Mail (per page)	Postage + .10
Fax:	
- Local (per page)	\$0.10
- Long Distance/Same Area Code (per page)	\$0.50
- Long Distance/Other Area Code (per page)	\$1.00
Accident Reports (per report)	\$6.00
Certification of Accident Report	\$2.00
Escort Fees for movers	\$25.00

ANIMAL CONTROL

Surrender Fees:	
- Resident	\$5.00
- Non-Resident	\$10.00
Adoption Fees:	
- Dogs	\$15.00
- Cats	\$15.00
<i>(Adoption fees for life threatening illness/injury, medical/physical disability or neonatal (mother & litter) may be waived by designated staff with approval of Assistant City Manager or City Manager)</i>	
Transfer Fees:	
- Approved Rescue Organizations	No Charge
City Licenses:	
- Dogs	\$3.00
- Cats	\$3.00
Impound Fees:	
- Reclaimed First Day	\$20.00
- Additional Days (per day)	\$3.00
- If the animal was tranquilized (adding to the impound fee)	\$10.00
- Daily Boarding Fee (after owner notification)	\$5.00
- Quarantine Fee (per day)	\$10.00
Exotic Wildlife Permit	\$25.00
Animal Vendor Fee	\$70.00
Vicious/Dangerous Animal Registration	\$150.00
Dangerous Animal Sign	\$25.00
Euthanasia:	
- Resident	\$15.00
- Non-Resident	\$25.00
Duplicate License Tag	\$2.00
Disposal of Farm Animals (varies depending on weight and use of heavy equipment):	
Animal Control Standard Fee	\$25.00
Plus (if necessary) utilizing a front loader	\$75.00/hr
Plus disposal fee	\$0.0235/pound
Microchip Fee (Cats & Dogs)	\$10.25
Deer Feeding Violation (Ord 2007-03) - 1st Offense	\$50.00
Deer Feeding Violation (Ord 2007-03) - 2nd Offense	\$100.00
Deer Feeding Violation (Ord 2007-03) - 3rd Offense & Beyond	\$150.00

FIRE DEPARTMENT

EMS

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Annual License Fee - Private Ambulance Service	\$2,500.00
<i>(Above fee may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)</i>	
Non-Emergency Service Call (per half hour)	\$50.00
Witness Fees (per half hour)	\$50.00
Stand-by-Time (per half hour)	\$50.00
Ambulance Transport Rates:	
- Base BLS Inside City Limits	\$650.00 + mileage
- Base ALS 1 Inside City Limits	\$750.00 + mileage
- Base ALS 2 Inside City Limits	\$850.00 + mileage
- Outside City Limits	\$800.00 + mileage
<i>(does not apply if covered by separate contract)</i>	
- Mileage Charge from Station to Delivery Point (per mile rounded to whole miles)	\$15.00
- "No Transport Fee" - City (if requested by patient or family)	\$150.00 + \$15/mile
- "No Transport Fee" - County (if requested by patient or family)	\$200.00 + \$15/mile
<i>(does not apply if County is covered by separate contract)</i>	
<i>(Above "No Transport Fee" may be waived by the Fire Chief with approval of the City Manager according to the City's internal policy.)</i>	

FIRE

Used for Hazardous Materials Incidents, criminal/administrative restitution, and disaster reimbursement

Engine with up to 3 personnel (per hour)	\$500.00
Ladder with up to 3 personnel (per hour)	\$600.00
Brush truck with up to 2 personnel (per hour)	\$400.00
Command / Support Vehicle (per hour)	\$200.00
Each additional personnel (per hour)	\$50.00
Investigator (per hour)	\$50.00
Extrication tools (per hour)	\$50.00
Disposable supplies, damaged or contaminated equipment, fire hose, nozzles, etc.	Replacement Cost including Shipping

FIRE INSPECTIONS

Fixed Piping Systems Permit \$125.00

Permit covers the following:

- Plans review
- Necessary meetings
- Witnessing tests
- Final inspection/approval

Fire Alarm Systems Permit \$125.00

Permit covers the following:

- Plans review
- Necessary meetings
- Witnessing tests
- Final inspection/approval

(Note: permit fee covers up to 200 devices. Each additional device over 200 is \$1.00 per device. Maximum permit fee is \$1,000.00.)

Fire Protection Systems Permit \$125.00

Permit covers the following:

- Plans review
- Necessary meetings
- Witnessing tests
- Final inspection/approval

Above & Below Ground Fuel Storage Tank Installation and Removal \$125.00

Permit covers the following:

- Plans review
- Necessary meetings (if necessary)
- Witnessing tests
- Final inspection/approval

Fireworks Display (Public Display) Permit \$250.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Permit covers the following:

- Plans review & site inspections
- Necessary meetings
- Witnessing tests
- Final inspection/approval

Licensed Facility Inspections

-Private Schools, Day Care, Nursing Home, Assisted Living Centers (less than 50 occupants)	\$50.00
-Private Schools, Day Care, Nursing Home, Assisted Living Centers (50 or more occupants)	\$100.00
-Foster Home, Adoptive Home	No Charge

Re-inspection Fee (charged when both the initial and one re-inspection have failed)	\$100.00
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Burn Permit Fee (per permit, per day) (one permit per property location)	\$100.00
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CENTRAL FIRE STATION MEETING ROOM RENTAL

(Reservations Required)

- Government Entity	No Charge
- Youth Groups (per 4 hour block)	\$20.00
- Non-Profit Organizations not affiliated with the COCC (per 4 hour block)	\$20.00
- Private Organizations (per 4 hour block)	\$30.00
- Birthday Party at the Fire House (includes half-sheet cake)	\$30.00

BUILDING & DEVELOPMENT

New Construction:

- Single Family Residence	\$30.00 + \$3.00/100 sq. ft.
- Duplex/Multi-family (per unit)	\$30.00 + \$5.00/100 sq. ft.
- Commercial	\$100.00 + \$5.00/100 sq. ft.

Note an additional fee of \$30.00 for plan/site review for 0-999 sq. ft. and over.

Alterations/Repairs:

(Accessory buildings, Detached Garages, Asphalt or Paving, Driveways, Sidewalks, Parking Lots, etc.)

Material Cost:

- 0 to 3,000	\$25.00
- 3,001 to 4,000	\$30.00
- 4,001 to 5,000	\$35.00
- 5,001 to 6,000	\$40.00
- 6,001 to 7,000	\$45.00
- 7,001 to 8,000	\$50.00
- 8,001 to 9,000	\$55.00
- 9,001 to 10,000	\$60.00
- 10,001 to 11,000	\$65.00
Thereafter, per 1,000	\$5.00
Structure Relocation Permit	\$50.00
- Deposit	\$200.00
Demolition Permit	\$50.00
- Deposit	\$200.00
Swimming Pool Construction Permit:	
- Private In-Ground	\$30.00
- Private Above-Ground (Including Hot Tubs)	\$20.00
Alarm Permit	
- Non-Residential Alarm Permit	\$40.00
Alarm - excessive false alarm fee	\$50.00

Plumbing:

Base Permit Fee	\$50.00
Per Drain, Trap, Fixture	\$3.00
Minor Residential Alteration, Repair or Replacement of Existing Water or Sewer	\$50.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Piping, Water Heater (no base fee required)	
Minor Commercial Alteration, Repair or Replacement of Existing Water or Sewer Piping, Water Heater (no base fee required)	\$50.00
Underground Sprinkler Systems:	
- Irrigation System & Protective Devices	\$35.00
- Water Treatment System	\$50.00
Building Sprinkler Systems: Fire Suppression	
- Sprinkler Heads (each) or \$30.00 maximum fees for 1st 50 heads	\$1.00
Additional Fee for every 25 heads over 50	\$5.00
- Cut-Off Valves (each)	\$5.00
Reinspection Fees	\$50.00
Mechanical:	
Base Permit Fee	\$50.00
Each Heating, Ventilating, Duct Work, AC or Refrigeration System	\$5.00
Repairs/Alterations	\$5.00
Boilers Based on BTU's:	
33,000-165,000	\$5.00
165,001-330,000	\$10.00
331,000-1,165,000	\$15.00
1,165,001-3,330,000	\$25.00
Over 3,330,000	\$35.00
Reinspection Fee	\$50.00
Gas:	
Inspection of Consumers Piping (rough and final piping)	\$50.00
Mobile Home Gas Test	\$25.00
Reinspection Fee	\$50.00
Electrical:	
Single Family Residence:	
- Less than 2,000 sq. ft.	\$40.00
- Over 2,000 sq. ft	\$50.00
Duplex:	
- Per Structure	\$60.00
Multi-Family:	
- First Unit	\$40.00
- Each Additional Unit	\$20.00
Commercial:	
- 200 AMP Service	\$50.00
- 400 AMP Service	\$100.00
- 600 AMP Service	\$150.00
- 800 AMP Service	\$200.00
Remodeling and Service	\$50.00
Sign Circuit	\$50.00
Residential:	
- Change-Out Services	\$50.00
- Remodeling	\$50.00
- Garage Conversion	\$50.00
- Residential Add-on	\$50.00
Swimming Pools	\$50.00
Mobile Homes (New and Change Out Service)	\$50.00
Reinspection Fee	\$50.00
Sign Inspection Fees:	
- 0 to 16 sq. ft. of face area	\$25.00
- 16.1 to 96 sq. ft of face area	\$25.00
- 96.1 to 192 sq. ft. of face area	\$25.00
- 192.1 sq. ft. and larger	\$30.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Massage Business License (without State License)	\$110.00
Masseur/Masseuse License (without State License)	\$60.00
Taxi Permits	\$60.00
Wrecker License Fee	\$85.00
Amusement Permit	\$150.00
Amusement Deposit	\$300.00
Poolroom, Gameroom (More than 1 video game)	\$60.00
Domino Hall license	\$60.00
Gameroom (with only 1 video game)	\$25.00
Gameroom (Eight - Liners only)	\$2,000.00
Video/Electronic Game License Fee (Each)	\$15.00

Contractor Registration:

- Registration Fee	\$110.00
- Less than 90 Days	\$60.00
- Annual Renewal Fee	\$85.00
Certificate of Occupancy	\$40.00
Mobil Home Park License	\$125.00
Adult Oriented Business Permit	\$300.00
Oil/Gas Drilling Permits (per well)	\$1,000.00
Alarm-excessive false alarm fee	\$50.00

STREETS

Street Cuts	\$200.00 + 10.00/sq. ft.
Signs:	
Street Sign (each)	\$90.00
Stop or Yield Sign (each)	\$90.00
Combination (stop & street)	\$135.00

PARKS AND RECREATION

Swimming Pools:

Swimming Pool Admission: (all pools)	
- Children (0-16 years)	\$2.00
- Adult (17 +years)	\$3.00
- Senior Citizens (50-64)	\$1.00
- Senior Citizens (65+)	No Charge
Summer Swim Pass:	
- Individual Youth	\$25.00
- Individual Adult	\$50.00
- Family of 4 (10.00 each additional family member)	\$100.00
- Senior Citizens (50-64)	\$25.00
- Senior Citizens (65+)	No Charge
Water and Land Aerobics (per class)	\$1.00
Swim Lessons	\$40.00
Swim Club (per month)	\$35.00
Life Guard Certification Class	\$150.00

Buildings:

Turkey Creek Activity Center: (4 hour rental)	\$200.00
Civic Center: (8 hour rental)	
- Deposit	\$500.00
- Fee	\$400.00
- Fee Each Additional Hour	\$50.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

- Stage Rental / Set-up	\$100.00
Allin House: (5 hour rental)	
- Deposit	\$200.00
- Fee	\$100.00
- Fee Each Additional Hour	\$20.00
Community/Civic Meetings per Hour	\$15.00
Ogletree Pavilion: (8 hour rental)	
- Deposit	\$200.00
- Fee	\$200.00
- Fee each additional hour	\$35.00
City Park Facilities:	
Fester's House: (5 hour rental)	
- Deposit	\$50.00
- Fee	\$50.00
- Each Additional Hour	\$10.00
Pavilion: (all day)	
- Fee	\$50.00
R.V. Park:	
- Daily	\$20.00
- Weekly	\$100.00
- Monthly	\$275.00
Pool Parties (2 hour rental):	
- Fee (up to 50 people)	\$100.00
- Additional Fee (51 - 75 people)	\$25.00
- Additional Fee (76 - 100 people)	\$50.00
- Additional Fee (101 - 125 people)	\$75.00
- Fee each additional hour (Based on Lifeguards required)	\$50.00
Inflatable Jump Castle Party (2 hour rental):	
- Deposit	\$100.00
- Rental Fee	\$100.00
Ball Fields: (3 hour rental)	
- Softball	\$30.00
- Baseball	\$30.00
- Football	\$30.00
- Soccer	\$30.00
- Each Additional Hour (fields)	\$10.00
- Lights (per hour)	\$20.00
<i>Non-profit rate is 50% of standard deposit and rental fee rate. Applicant must show proof of non-profit status at time of rental / booking of facilities and must be recognized as a 501.3c non-profit entity. Non-profits are responsible for following all established rental guidelines including setup, teardown, and cleanup of facility.</i>	
Tournaments:	
Equip. and Clean-up Deposit for all Tournaments	\$200.00
Tournament Fees-to be determined by number of hours used	
- Field Lining (manhours)	\$20.00
- Use of Score Box for Tournaments	\$25.00
- Lights (per hour)	\$20.00
Other - Staff and Utilities (per hour)	\$20.00

Youth Activities:

Youth Sports Fee (per sport) (2nd child \$5.00 discount):

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

- Soccer, Basketball, Flag Football, Volleyball	\$40.00
- Softball, Baseball	\$55.00
- Football	\$85.00
- Cheerleading	\$55.00
- Non Resident (Soccer, Basketball, Flag Football, Volleyball)	\$45.00
 Adult Sports Fee (per sport):	
- Softball (per team)	\$300.00
- Flag Football (4 v. 4) (per team)	\$160.00
- Flag Football (8 v. 8) (per team)	\$300.00
- Basketball (3 v. 3) (per team)	\$120.00
- Basketball (4 v. 4) (per team)	\$200.00
-Tournament Fee (range based on tournament type and cost incurred)	\$100.00 - \$300.00
 Water Aerobics	
- Per class	\$1.00
- Per month	\$15.00
 Special Events:	
Camps and Clinics:	
- Sports Camps (per week)	\$50.00
- Day Camps (per week)	\$70.00
 Sports Activities late enrollment fee	 \$10.00
Co-Sponsored programs to be determined based on cost of operation	

CEMETERY

City Resident:	
- Adult Plot	\$700.00
- Adult Plot (1 year: monthly @ 3% interest)	\$59.14
- Adult Plot (3 years: monthly @ 5% interest)	\$20.86
- Child Plot	\$300.00
- Child Plot (1 year: monthly @ 3% interest)	\$25.34
- Child Plot (3 years: monthly @ 5% interest)	\$8.94
Non-City Resident:	
- Adult Plot	\$1,400.00
- Adult Plot (1 year: monthly @ 3% interest)	\$118.27
- Adult Plot (3 years: monthly @ 5% interest)	\$41.72
- Child Plot	\$500.00
- Child Plot (1 year: monthly @ 3% interest)	\$42.24
- Child Plot (3 years: monthly @ 5% interest)	\$14.90
(All plots purchased through the Cemetery plot purchase plan must be paid in full prior to date of interment.)	

PLANNING

Plats:	
Minor Plats - Preliminary and Final	\$250.00
Minor Replats - Preliminary and Final	\$250.00
Amended Plats	\$150.00
Vacated Plats:	
- Less than 10.0 Acres	\$100.00
- 10.0 to 50.0 Acres	\$150.00
- Over 50.0 Acres	\$200.00
Major Plat - Preliminary	
- Less than 10.0 Acres	\$300.00
- 10.0 to 50.0 Acres	\$400.00
- Over 50.0 Acres	\$500.00
Major Plat - Final	

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

- Less than 10.0 Acres	\$300.00
- 10.0 to 50.0 Acres	\$400.00
- Over 50.0 Acres	\$500.00
Rezoning Application Fee	\$200.00
Variance Application Fee	\$200.00
Land Disturbance Permit	\$35.00
Floodplain Development Permit	\$35.00
Deed Approval Application	\$35.00
Document Copies:	
- Comprehensive Plan	\$25.00
- Adult Oriented Business Ordinance	\$25.00
- Zoning Ordinance	\$15.00
- Subdivision Ordinance	\$10.00
Standard Construction Specifications	\$10.00
Drainage Criteria Manual	\$35.00
Plat/Map Copies (Black & White):	
- 8.5 x 11	\$1.00
- 11 x 17	\$2.00
- 17 x 22	\$3.00
- 24 x 36	\$4.00
- 30 x 40	\$5.00
- 36 x 48	\$6.00
Plat/Map Plots (Color):	
- 8.5 x 11	\$2.00
- 11 x 17	\$4.00
- 17 x 22	\$6.00
- 24 x 36	\$8.00
- 30 x 40	\$10.00
- 36 x 48	\$12.00
Custom/Special Request Plots (Color):	
- 8.5 x 11	\$8.00
- 11 x 17	\$16.00
- 17 x 22	\$24.00
- 24 x 36	\$32.00
- 30 x 40	\$40.00
- 36 x 48	\$48.00
Electronic File:	
Street Map AutoCAD File	\$60.00
Adobe Acrobat/PDF File	\$30.00

LIBRARY

Resident User Fee	No Charge
Non-Resident User Fee (per year)	\$10.00
Non-Resident User Fee: City Employees (F.T)	No Charge
Replacement Card (lost only)	\$3.00
Fines:	
- Overdue Books (per day)	\$0.25
- Overdue Maximum Fine	Cost of Item
- Overdue Interlibrary-loan (per day)	\$1.00
- Lost/Damaged ILL processing fee	\$10.00 plus Cost of Item
- Overdue VHS Tape/DVD (per day)	\$1.00
- Overdue A/V Equipment (per day)	\$5.00
Lost/Damaged Items	Cost + \$10.00
Lost Vertical File Material	\$1.00
Lost Governmental Publications	\$5.00
Overdue Postage - Regular (per notice)	\$0.50
Overdue Postage - Certified (per notice)	\$6.00
Inter Library - Loan Postage	\$3.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Miscellaneous Repair/Replacement Costs:

- Video Cover (Video/VHS Case)	\$1.50
- Small Kit Plastic Bag	\$1.75
- Medium Kit Plastic Bag	\$2.00
- Large Kit Plastic Bag	\$2.50
- Book Jacket/Cover	\$1.50
- Replacement Bar Code Label	\$0.50
- Rebinding of Damaged Books	Actual Cost
- Repaired Videos/Audio Cassettes, DVDs, CDs	Actual Cost
- Replacement Videos/Audio Cassettes, DVDs, CDs	Actual Cost
- Single Cassette Albums	\$3.50
- Double Cassette Albums	\$3.75
- Three Cassette Albums	\$4.00
- Four Cassette Albums	\$5.50
- Six Cassette Albums	\$5.75
- Eight Cassette Albums	\$6.00
- Ten Cassette Albums	\$6.00
- Twelve Cassette Albums	\$8.75
- CD Albums 4-5 Capacity Storage	\$8.00
- CD Albums 6-9 Capacity Storage	\$9.00
- CD Albums 10-19 Capacity Storage	\$12.00
- CD Albums 20- Capacity Storage	\$14.00
- CD Book Sleeves - each	\$1.00
- Protective Strips - VHS/Audiocassettes	\$1.00
- Protective Strips - CDs/DVDs	\$1.00
Test Proctoring	\$15.00/hr
Typing Paper (per sheet)	\$0.10
Computer Printout (per page)	\$0.10
Blank Computer Disk	\$1.00

Meeting Room Rental:

- Government Entity	No Charge
- Youth Groups (free 2 hr block twice monthly, charge after that)	\$15.00/meeting/per 2 hr. block
- Non Profit Organizations (per hour)	\$15.00
- Private Organizations (per hour)	\$30.00

CODE & HEALTH

Permits:

Garage Sale Permits	\$10.00
One Day Car Wash Permits:	
- In City Resident/Organization	\$15.00
- Non-Resident/Organization	\$100.00
Peddler/Itinerant Vendor Permits:	
- In City Resident	\$25.00
- Out of City Residents (first application w/ \$1,000.00 bond)	\$110.00
Administrative Mowing Fee for Code Violations	cost + \$150.00
Junkyard/Wrecking Yard	\$100.00
Health Permits	\$75.00
Health Permits (for Non-Profit use)	\$25.00
Temporary Health Permit (Up to Three Days)	\$35.00
Temporary Health Permit (Up to Three Days) (for Non-Profit use)	\$12.50
Retail Food Store Permit	\$60.00

Food Handlers Card:

- One year	\$10.00
- Two Year	\$15.00
Food Handlers Card (for Non-Profit use)	\$2.00/student

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Replacement of Lost Food Handlers Card	\$5.00
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Manager Accreditation:

- Course and Certification	\$0.00
- Renewal	\$0.00

GOLF COURSE

** The Director of Community Services with approval of the City Manager, shall have the authority to utilize various discount coupons and special promotional rates that deviate from this schedule.*

Green Fees:

Weekday - Regular	\$14.00
Junior (weekdays only)	\$7.00
Senior (weekdays only)	\$11.00
Weekday - Twilight (4pm)	\$11.00
Weekday - Twilight (6pm)	\$9.00
Weekend/Holiday - all	\$19.00
Weekend - Twilight (4pm)	\$14.00
Weekend - Twilight (6pm)	\$12.00

Cart Rental:

9 Holes - per person	\$10.50
18 Holes - per person	\$14.00

Driving Range:

Small Bucket	\$3.00
Large Bucket	\$6.00
Range Card	\$50.00

10 Round Punch Card (weekend)	\$150.00
10 Round Punch Card (weekdays)	\$100.00
AGF Tournament	\$15.00

Annual Green Fees:

Single (annual payment)	\$625.00
Single (semi annual payment)	\$375.00
1st Dependent (annual payment)	\$225.00
Each additional Dependent (annual payment)	\$125.00
1st Dependent (semi annual payment)	\$150.00
Each additional Dependent (semi annual payment)	\$87.50
Single Senior (annual payment)	\$475.00
Single Senior (monthly payment)	\$55.00
Senior Spouse (annual payment)	\$175.00
Regular Spouse (annual payment)	\$225.00
Single Senior (semi-annual payment)	\$287.50
Senior Spouse (semi annual payment)	\$118.75
Regular Spouse (semi annual payment)	\$150.00
Junior (annual Payment)	\$450.00
Junior Summer (June, July, August)	\$120.00
Junior (semi annual payment)	\$262.50
City Employee - Full Time	1/2 price on AGF
Late Fees-Late Payments (assessed after seven days)	\$7.00

Equipment Rental: (+tax)

Pull Carts - 9 Holes	\$4.00
Pull Carts - 18 Holes	\$6.00

Cart Storage: (Includes Trails Fees)

Cart Storage (annual payment)	\$575.00
Cart Storage (semi annual payment)	\$350.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Trail Fees:(private)

Annual (one payment)	\$300.00
Semi Annual (payment plan)	\$200.00
Daily (per round)	\$12.00
 Handicaps - Annual	 \$20.00

Concessions:

Golf Course Concession Area Rental (monthly)	\$600.00
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ADMINISTRATIVE FEES-NON DEPARTMENTAL

Tax Abatement Application Fee	\$1,500.00
 Returned Checks Fee	 \$30.00
NSF Electronic Draft Fee	\$30.00
Online Credit Card Processing Fee "Convenience Fee" (Municipal Court)	\$1.50

Charges for providing copies of public information:

Paper Copy - Standard Size 8 1/2 x 11 (per page)	\$0.10
Oversized Paper Copies 11x17 (per page)	\$0.50
Posting/Shipping Charges	Actual Cost
Compact Disc	\$1.00
DVD	\$3.00

Non-standard Size Copies:

- Diskette (each)	\$1.00
- Magnetic Tape (each)	\$12.00
- VHS Video Cassette (each)	\$2.50
- Audio Cassette (each)	\$1.00
- Other Charges	Actual Cost

Computer Resource Charges:

- Mainframe (per minute)	\$10.00
- Midrange (per minute)	\$1.50
- Client/Server (per hour)	\$2.20
- PC or LAN (per hour)	\$1.00

Labor Charges:

- Programming Time (per hour)	\$28.50
- Personnel for locating, compiling, and reproducing (per hour)	\$15.00

Overhead Charge	20% of Labor Charge
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UTILITIES

Service Run for Multiple Trips to Residence/Location	\$25.00
Reread Meter Service Run	\$10.00
Transfer Fee	\$25.00
Late Charge	\$25.00
Pulled Meter/Plugged Meter	\$75.00
Meter Accuracy Check	\$25.00
Fire Hydrant Meter Deposit	\$650.00
Fire Hydrant Water use - per 1,000 Gallons	\$4.49
Fire Hydrant Meter Monthly Rental Charge	\$50.00
Unauthorized Service - (when meter is turned on or off by anyone other than water department personnel)	\$75.00
Utilities Automatic Draft from Checking/Savings	FREE
Utilities Pay by Credit Card Processing Fees	\$1.25

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Riser Deposit
Reconnect Fee

Ordinance 2011- 03 (Exhibit 1)
\$50.00
\$25.00

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

New 3/4" Water Tap ** into city water main (incl. srv. conn.)	\$575.00
Water Tap 1" and larger into city water main (incl. srv. conn.)	3/4" tap fee + add'l time and materials
New 3/4" Water Tap srv. Connection for an existing water service.	\$200.00
New Water Tap 1" and larger srv. Connection for an existing water service.	3/4" tap fee + add'l time and materials

The following cash deposits shall be required for each meter prior to having water services started:

Water customers deposits:

3/4" meter	\$34.00
1" meter	\$92.00
1-1/2" meter	\$133.00
2" meter	\$528.00
3" or larger meter	\$750.00

Sewer customers deposits:

Residential	\$21.00
Multi-family	\$291.00
Commercial	\$51.00
Hotel/motel	\$184.00
Government	\$280.00
Industrial	\$394.00

Minimum fees for the meter size:

3/4" meter	\$11.00
1" meter	\$15.50
1-1/2" meter	\$23.00
2" meter	\$34.00
3" meter	\$90.00
4" meter	\$141.00
6" meter	\$239.00
Contractor	\$11.00
Bulk	\$11.00

Rate per 1,000 Gallons of Water:

3/4" meter	\$2.98
1" meter	\$3.24
1-1/2" meter	\$3.62
2" meter	\$3.78
3" meter	\$3.78
4" meter	\$3.78
6" meter	\$3.78
Bulk Meter	\$4.62
Contractor	\$4.62

Minimum Fees for the meter size (outside city limits):

Non-residential water services requires contract with Approval by Governing Body

3/4" meter	\$16.00
1" meter	\$22.00
1-1/2" meter	\$34.00
2" meter	\$50.00
3" meter	\$120.00
4" meter	\$200.00
6" meter	\$350.00

Rate per 1,000 Gallons of Water (outside city limits):

Non-residential water services requires contract with Approval by Governing Body

3/4" meter	\$3.98
1" meter	\$4.24
1-1/2" meter	\$4.62
2" meter	\$4.78
3" meter	\$4.78
4" meter	\$4.78

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

6" meter	\$4.78
Bulk Meter	\$5.62
Contractor	\$5.62

Drainage (residential):

Residential Single Family	\$6.00
Master Meter multi-family (bill to owner/property mgr.) - minimum ***	\$6.00
Individual Meter Duplex (per unit) ***	\$3.60
Individual Metered 3-4 unit (per unit) ***	\$3.60
5 or more units (Individual Metered) - minimum ***	\$6.00

***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5 & 11-6. City uses a formula to assess the charge.

Drainage (non-residential) - minimum ***

	\$6.00
***For the exact amount please refer to the City Ordinance - Article I, Sec. 11-5 & 11-6. City uses a formula to assess the charge.	\$17.86/acre

Sewer

Sewer minimum rate (all customers)	\$11.00
Rate per 1,000 Gallons of Water (all customers)	\$3.60
<i>(Residential customers only: Winter average - 8,000 gallon floor)</i>	
6" Sewer Tap **	\$750.00
Sewer Tap larger than 6"	6" tap fee + additional time and materials
Water Connect Fee *	\$250.00
Sewer Connect Fee*	\$80.00
Connect Fee	\$15.00
Meter Box Reset Fee	\$150.00
After Hours Service Run	\$50.00

* Fee charged in those instances where tap exists or is being installed by an external party.

** In those instances where a street cut is required and being done by an external party, a street cut fee will be assessed in addition to the tap fees.

SOLID WASTE

Solid Waste Deposit (residential)	\$35.00
Solid Waste Deposit (commercial)	\$60.00

Residential Monthly Rates:

One-family residence	\$14.00
Two-family residence on one water meter	\$28.00
Two-family residence on separate water meters	\$14.00
Additional container	\$14.00
Bulky items/White goods at the curb pick up (3 cubic yards)	No Charge
Bulky items/White goods in excess of 3 cubic yards - per cubic yard	\$6.00
Construction debris at the curb (minimum fee for service includes one cubic yard)	\$6.00
Construction debris at the curb (per cubic yard in excess of minimum)	\$6.00
Missed service fee	\$10.00
Non payment container confiscation	\$25.00
Service fee to replace lost, stolen, or damaged container	\$15.00
Service fee to find lost container	\$25.00
Exchange for a larger container	\$10.00
Fee for overloaded container	\$4.50
Automated container reload for excess garbage (per load; 2 loads max)	\$4.50
Removal of container from curb by city employees	\$7.50
Brush in excess of 8 cubic yards (5'x4'x11') - per cubic yard	\$6.00

Commercial Monthly Rates for 96 Gallon Container:

Twice-a-week pickup of one automated container	\$28.00
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**CITY OF COPPERAS COVE
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EFFECTIVE JANUARY 18, 2011**

Ordinance 2011- 03 (Exhibit 1)

Twice-a-week pickup for one additional container	\$56.00
Twice-a-week pickup for two additional containers	\$84.00
Automated container reload for excess garbage (per load; 2 loads max)	\$4.50
Fee for overloaded container	\$4.50

Commercial Collection Dumpster Rates:

3 cubic yard for 1 day Pickup	\$57.99
4 cubic yard for 1 day Pickup	\$77.31
6 cubic yard for 1 day Pickup	\$96.65
8 cubic yard for 1 day Pickup	\$119.55
10 cubic yard for 1 day Pickup	\$152.85
3 cubic yard for 2 day Pickup	\$109.72
4 cubic yard for 2 day Pickup	\$133.79
6 cubic yard for 2 day Pickup	\$172.12
8 cubic yard for 2 day Pickup	\$212.86
10 cubic yard for 2 day Pickup	\$268.73
3 cubic yard for 3 day Pickup	\$148.78
4 cubic yard for 3 day Pickup	\$182.24
6 cubic yard for 3 day Pickup	\$236.46
8 cubic yard for 3 day Pickup	\$302.72
10 cubic yard for 3 day Pickup	\$384.12
3 cubic yard for 4 day Pickup	\$193.97
4 cubic yard for 4 day Pickup	\$238.32
6 cubic yard for 4 day Pickup	\$309.82
8 cubic yard for 4 day Pickup	\$397.70
10 cubic yard for 4 day Pickup	\$500.50
3 cubic yard for 5 day Pickup	\$237.92
4 cubic yard for 5 day Pickup	\$294.40
6 cubic yard for 5 day Pickup	\$380.73
8 cubic yard for 5 day Pickup	\$489.36
10 cubic yard for 5 day Pickup	\$616.88

Commercial Collection Compactor Rates:

3 cubic yard for 1 day Pickup	\$192.00
4 cubic yard for 1 day Pickup	\$256.12
6 cubic yard for 1 day Pickup	\$367.60
3 cubic yard for 2 day Pickup	\$384.00
4 cubic yard for 2 day Pickup	\$512.24
6 cubic yard for 2 day Pickup	\$735.20
3 cubic yard for 3 day Pickup	\$576.00
4 cubic yard for 3 day Pickup	\$768.36
6 cubic yard for 3 day Pickup	\$1,102.80
3 cubic yard for 4 day Pickup	\$768.00
4 cubic yard for 4 day Pickup	\$1,024.48
6 cubic yard for 4 day Pickup	\$1,470.40
3 cubic yard for 5 day Pickup	\$960.00
4 cubic yard for 5 day Pickup	\$1,280.60
6 cubic yard for 5 day Pickup	\$1,838.00
20 cubic yard or larger compactor	\$125.00 + current tipping fee

Mechanical assistance to unload items	\$40.00
Manual collection (per hour)	\$110.00
Dumpster cleanup due to unsanitary conditions	\$50.00
Dumpster cleaning, painting, and repair after fire	\$185.00

Disposal Fees:

- Minimum Charge (up to 240 lbs.)	\$5.64
- Per Ton	\$47.00
Weighing Vehicles	\$8.00
Rear Load Dumpster Rental includes the following	

**CITY OF COPPERAS COVE
ADOPTED FEE SCHEDULE
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Ordinance 2011- 03 (Exhibit 1)

- Delivery	\$25.00
- Service/Pull Fee (3 cubic yd)	\$25.00
- Service/Pull Fee (6 cubic yd)	\$50.00
- Rental Per Day Fee	\$2.00
Compost:	
- Bulk (per cubic yard)	\$8.50
- Container (up to 30 gallons)	\$2.25
- Delivery (per delivery within City limits only)	\$15.00
Kraft Bags	\$.31+ sales tax
Tire Disposal:	
- Passenger/light truck tire, less than 17.5 " rim diameter	\$3.00
- Truck Tire, greater than or equal to 17.5 " rim diameter	\$7.00
Used Oil Filters	\$1.00
Surcharge for uncovered load	\$12.00
Pull Offs/Transfer Station	\$5.00
Roll Offs (includes the following 5 items):	
- Delivery	\$125.00
- Service/Pull fee	\$125.00
- Rental Per Day (20 cubic yard)	\$4.33
- Rental Per Day (30 cubic yard)	\$4.66
- Rental Per Day (40 cubic yard)	\$5.00
- Disposal (per ton)	\$47.00
- Deposit	\$250.00
Auto-Lid Locks	\$25.00 installation fee, plus \$2.50 monthly rental
Excess Garbage or Overloaded Containers:	
<i>Container Reload Fees while on site</i>	
3 yard container	\$13.96
4 yard container	\$17.52
6 yard container	\$23.31
8 yard container	\$28.62
10 yard container	\$33.60
<i>Return Service</i>	
3 yard container	\$28.53
4 yard container	\$32.09
6 yard container	\$37.88
8 yard container	\$43.19
10 yard container	\$48.17
Deposit for recurring use of the Transfer Station	\$750.00

City Council Regular

Item #: L. 1.

Date: 01/18/2011

Information

SUBJECT

Pursuant to §551.072 of the Open Meetings Act, Tex. Gov't Code, Council will meet in Executive Session to deliberate the purchase, exchange, lease, or value of real property.
